

**No. REC/IT/ERP(DC/SSC)/117/2011/5**

**Notice Inviting Tender**

**For**

**Supply and training of Oracle 11i ERP Licenses  
and  
Supply, installation and commissioning of Hardware Load Balancer with 3 years  
comprehensive warranty and support.**

- |      |                                  |              |
|------|----------------------------------|--------------|
| (i)  | Date of Release of Tender        | :25-Jan-2012 |
| (ii) | Pre-Bid Conference               | :31-Jan-2012 |
|      | <i>Time : 11:30 hours</i>        |              |
| (iv) | Last Date for Submission of Bids | :22-Feb-2012 |
|      | <i>Time : Up to 15:00 hours</i>  |              |
| (v)  | Date of Opening of Bid           | :22-Feb-2012 |
|      | <i>Time: 15:30 hours.</i>        |              |

**Cost of Bid Document: Rs. 10,000 /-**

**Earnest Money Deposit: Rs. 5,00,000/-**

**Rural Electrification Corporation Limited (RECL)  
Core 4, Scope Complex, 7 Lodi Road, New Delhi – 110 003**

**Important Notice:**

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/summarily rejected.
2. The bidder must attest with seal the original tender document as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. In case of a noncompliance the response is liable to be ignored/ summarily rejected.
3. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) or from e-tender link given in REC Website, viz, <http://www.recindia.gov.in>

## CONTENTS

S. No.	Description	Page No.
1.	PROCEDURE: e-PROCUREMENT STEPS	4
2.	SECTION I : INVITATION TO BIDS	7
2.	SECTION II : SCHEDULE OF REQUIREMENTS	11
3.	SECTION III : INSTRUCTION TO BIDDERS	14
4.	SECTION IV : GENERAL TERMS AND CONDITIONS	29
5.	SECTION V : ANNEXURES	47
5.1	ANNEXURE A : Online Form(Technical Bid)	48
5.2	ANNEXURE B : Bid Form (Technical Bid)	49
5.3	ANNEXURE C1 : Bid Security Form (EMD)	51
	ANNEXURE C2 : Bank Guarantee Form (EMD)	52
5.4	ANNEXURE D : Performance Security Form	54
5.5	ANNEXURE E : Compliance – Undertaking	57
5.6	ANNEXURE F : Proforma For Joint Acceptance	58
5.9	ANNEXURE G : Price Schedule	59
5.10	ANNEXURE G(i) :Price Schedule(Tax%)	60
5.11	ANNEXURE G(ii) :Masked Price Schedule	61
5.12	ANNEXURE H : Details of SW/HW and Specs	62
5.13	ANNEXURE I : Bidder help manual for E-Bidding	66

## **E-PROCUREMENT STEPS**

The bids are to be submitted on-line through REC e-procurement website 'Tender Wizard'. Bids not submitted on-line and as per procedure mentioned in the subsequent sections will be summarily rejected.

### **a) Procedure for submission of bid through e-Tender:**

To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with RECL through Tender Wizard. website given above. Please also note that the bidder has to obtain level-3 digital signature token for applying in the tender.

Steps to be followed for the registration process are given below:

1. Go to website <http://www.tenderwizard.com/REC> (The URL is case sensitive)
2. Click the link ' Register Me'
3. Enter the detail about the bidder as per format.
4. Click 'Create Profile'
5. Bidder will get confirmation with Login-id and Password .....

### **b) Steps for application for Digital Signature from Tender Wizard are given below:**

The bidder essentially should have level-3 digital signature issued from the Tender Wizard.

In case the bidder does not have any level 3 digital signature for submission of bids, then the bidder needs to procure the same from the Tender Wizard. For procuring level 3 Digital Signature from Tender Wizard, follow the following steps:

1. Download Application Form from the website <http://www.tenderwizard.com/REC>  
Follow the instructions as provided.
2. In case of assistance please contact the person under contact us . Annexure I.

### **c) Detailed User manual for submission of E-Bid:**

Please go through the user manual enclosed to this tender document as annexure I (Page-63) for detail instruction.

*NOTE: 1. The Bidders are advised to obtain digital signature (Level 3) and register themselves at [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) in advance. Please note that RECL in no way held responsible if the bidder fails to apply due to non possession of Digital Signature & non registration.*

*2. In case of any problem in obtaining digital signature or on-line submission of bids, please contact as per annexure I :*

## **OBJECTIVE**

Rural Electrification Corporation Ltd. (RECL) has implemented Oracle Apps 11i ERP (version 11.0.10.5) based Integrated Information Solution (IIS). RECL has its Corporate Office at Core-4, SCOPE Complex, 7 Lodi Road, New Delhi 110003, India and at Palika Bhavan annexe at R K Puram. RECL has also 18 Zonal / Project Offices and 2 sub-offices across India and one Training institute viz, Central Institute of Rural Electrification (here in after referred to as CIRE) at Hyderabad. The detail office addresses can be had from the REC's web site [www.recindia.gov.in](http://www.recindia.gov.in). The Data Centre is ISO 27001:2005 certified.

RECL is in the process of establishing Disaster Recovery (DR) Site located at Hyderabad, in order to provide an organized and consolidated approach to recovery activities following any unplanned incident or event, which may interrupt essential data center computing services.

Sealed bids are invited in two parts, Part 1 : Earnest Money Deposit (EMD), Documents named as Technical Bid and Part 2 : Financial Bid valid for 180 days from the date of opening of the tender. In this connection, proposals are invited from authorized Gold or higher Oracle partners / business associates of Oracle for supply of Oracle product Licenses and providing Annual Technical Services (ATS). (*Detailed Eligibility criteria specified in this document*).

## **Existing ERP Details**

- a) The Corporation has implemented Oracle based ERP application (ver 11i 11.5.10.2) to automate all major functional areas including all the offices of the operation with the objective to capture all transaction at the source of generation and to optimize the functional processes. The application runs on centralized Servers (on Oracle 10g database) and all offices transact through the terminals provided at the offices on on-line and real-time basis. All the processing and data updating are done at the Core Database. The modules of ERP under operation at present are given below:

- |                             |                      |              |
|-----------------------------|----------------------|--------------|
| (1) Project                 | (2) Loan             | (3) GL       |
| (4) Account Receivable (AR) | (5) Cash Management  | (6) Treasury |
| (7) Purchase and Inventory  | (8) Payroll          | (9) CPF      |
| (10) Accounts Payable (AP)  | (11) Fixed Asset     | (12) Claim   |
| (13) Project Appraisal      | (14) Credit Exposure |              |

ERP went live on 24.07.2009 with all modules and at all offices of REC.

- b) In addition to implementation of the application, REC also has set up appropriate ICT infrastructure across the corporation, which includes:
- i) Full-fledged Tier-III Data Centre (DC) on co-location basis at Noida, U.P
  - ii) MPLS-VPN based WAN connecting all the offices of the Corporation (CO/ZO/PO).
  - iii) Local Area Network at all offices (CO/ZO/PO/CIRE). The REC Data Centre has been certified ISO/IEC 27001:2005 global security certification.
  - iv) Adequate security at all levels including gateway, perimeter etc to ensure secure transaction of the application.
  - v) An established automated Tape Library at Data Centre for taking backup.
  - vi) Established a fully functional on-line helpdesk to address any issue related to IT infrastructure across the Corporation.
  - vii) The ICT infrastructure, in addition to enabling ERP operation also carry out other operation like mailing services, internet services, application of other legacy system etc.
  - viii) Civil, hardware and network equipment installed at proposed DR site, Hyderabad.
- c) REC has partnered with the following vendors for management of above ICT infrastructure:
- i) M/s Tata Consultancy Services – ERP application vendor
  - ii) M/s HCL Infosystem. – ERP server Vendor
  - iii) M/s Bharti Airtel Ltd – DC, Network, Security Vendor
- d) Civil construction at DR site at Hyderabad has been completed . Detail given at annexure –H.
- e) Hardware detail installed at Data Centre and DR site. At DR site, application is yet to be installed. Detail of hardware, software installed at DC & DR site is given at annexure-H.
- f) Detail of ERP licenses is given at annexure-H

The DR site should act as active-failover to the Primary DC with automatic data synchronization through Oracle Data Guard at pre-defined interval

## SECTION – I

### INVITATION TO BID

Clause	Heading	Description/ Details	
1.1	<b>Major Components of work and responsibilities of the bidder</b>	<p>1.1.1 Supply of Oracle Applications 11i ERP End User Licenses.( Ref : <b>Annexure H</b>)</p> <p>1.1.2 Supply of Enterprise Database License for DR site.</p> <p>1.1.3 Supply of Tuning and Diagnostics Pack for management of ERP application &amp; Database</p> <p>1.1.4 Training on Oracle Data Guard and Tuning and Diagnostics Pack</p> <p>1.1.5 Supply and Installation of Load Balancer for Application server clustering. Software Update License &amp; Support (<b>Specs Ref : Annexure H</b>)</p> <p>1.1.6 Seamless integration with the existing load balancer at PDC in Active-failover mode.</p> <p>1.1.7 Installation, configuration and commissioning of ERP application at DR site and integration with PDC as per above. The required changes to be made at PDC application will also form a part of scope.</p>	
1.2	<b>Eligibility</b>	<b>Criteria</b>	<b>Documents Required</b>
		<p>1.2.1 Oracle gold partners for supply of Oracle products and providing Annual Technical Services (ATS).</p> <p>1.2.2 At least Gold partner of the OEM for supply of Load Balancer.</p> <p>1.2.3 Bid should accompany an Earnest Money Deposit of Rs 5 lac (Rupees Five Lac only) in the form of a demand draft as per Annexure-C1 drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial Bank payable at New Delhi OR in the form of Bank Guarantee in the prescribed format as per Annexure C-2. The bank guarantee should be from the scheduled Bank from its branch at Delhi/ New Delhi and valid for the period of 180 days from the date of opening of the</p>	<p>OEM authorization form specific for this tender along with software program name and quantity of requirement.</p> <p>EMD/BG as mentioned</p>

Clause	Heading	Description/ Details	
		<p>tender</p> <p>1.2.4 The bid document is to be downloaded from the web-site. The Bid should accompany an application money deposit of Rs 10,000/- (Rupees Ten Thousand only) in the form of a demand draft drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial Bank payable at New Delhi.</p> <p>1.2.5 Bidder should submit their valid documentary proof of Sales Tax/VAT, Service Tax registration number and the details of income tax registration (PAN).</p> <p>1.2.6 The bidder should have at least one experience of successfully implementing DR and integration with PDC with Oracle ERP application involving Oracle Data guard in last 3 financial years.</p> <p>1.2.7 Bidder to verify the license requirement (DR) mentioned in this bid document and submit a certification from OEM on the same.</p> <p>The bidder must fulfill the above eligibility criteria. Financial bids will be opened only for the technically qualified bidders.</p>	<p>Demand Draft as mentioned</p> <p>Copies of the certificates.</p> <p>Proof of same</p> <p>Certification from OEM.</p>
1.3	<b>Preparation of bids</b>	<p>Technical Bid and Financial Bid to be submitted through on-line mode on <b>website <a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a></b> and one hard copy of Technical Bid only should be put in separate envelopes duly sealed. The content on the envelope, TENDER number, bidder's name &amp; address should be clearly marked on the top of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed envelope clearly mentioning the TENDER number, bidder's name &amp; address on the top of the sealed envelope.</p> <p><b>NOTE: FINANCIAL BID TO BE SUBMITTED THROUGH ONLINE MODE ONLY</b></p> <p>The bid must be valid for a period of 365 days from the date of last submission of bids for this tender and shall essentially comprise of the following and should be submitted online, the same should be digitally signed and separate duly signed hard copy as per the method specified above should be submitted at the stipulated location on or before the last date of submission on or before the stipulated time :</p> <p>1. Technical Bid Response Form, Undertaking and Supporting Documents</p>	

Clause	Heading	Description/ Details
		<p>including all Annexures to be submitted online as well as hardcopy</p> <p>2. The Technical Compliance to be submitted online as well as hardcopy as per tender requirements and scope of work and technical specifications.</p> <p><b>3. Price Bid Response Form and Price Schedule as per attached Annexure to be submitted ONLINE ONLY</b></p> <p><b>Note:</b></p> <p>1) It is the responsibility of the bidder to check and verify the bid before on-line uploading since the bid content cannot be seen once the same is uploaded in the website.</p> <p>2) The bidder should note that the hard copy should not have any pricing details, In case of a default the sealed financial bid will be returned to the bidder unopened at the time of opening of bids</p>
1.4	<b>Bid Submission and Opening of Bids</b>	<p>a)The soft copy of the bids complete in all respects should be submitted online and hard copy addressed to the AGM(IT), IT Division, RECL, should be submitted into the TENDER box kept at the RECL main reception at RECL Corporate Office, address given below, before the due date and time mentioned in the front page of this tender.</p> <p>REC does not own any liability if the bid is not submitted on-line and / or the hard copy is submitted somewhere else and not reached to the mentioned addressee within the due date and time.</p> <p>Rural Electrification Corporation Ltd., Core-IV, Scope Complex, 7 Lodi Road, New Delhi – 110 003</p> <p>b) The responses will be opened at RECL Corporate Office on date mentioned at front page of this tender document in presence of the bidders who choose to be present.</p> <p>REC reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all responses at its sole discretion without assigning any reason whatsoever.</p> <p>The bidder shall bear all costs associated with the preparation and submission of its response and REC will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process.</p>
1.5	<b>Schedule and critical dates</b>	REC reserves the right to amend any or all dates mentioned in the cover page.
1.6	<b>Right of RECL</b>	REC reserves the right to waive any irregularities; accept the whole, accept part of or reject any or all bids and such decision of REC shall be final and binding on all bidders and shall not be disputable.
1.7	<b>Pre-Bid Conference</b>	A pre-bid conference may be held, at discretion of RECL, at RECL Corporate Office at date and time mentioned on the front page. In the pre-bid the written queries / clarifications received by the RECL in the mail-id mentioned in this tender document before the time and date of pre-bid conference shall be clarified and/or answered. After the pre-bid conference, clarifications for

Clause	Heading	Description/ Details
		<p>the received queried shall be uploaded on the web site (<a href="http://www.recindia.gov.in">www.recindia.gov.in</a>) as well as in the TenderWizard website (<a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a>) as corrigendum / amendments to the RFP and will be treated as integral part of RFP for future. No separate communication would be sent to the bidders individually in this regard and publishing of clarifications/amendments in the website shall be deemed to have been communicated to the bidders.</p> <p>After the pre-bid conference all the queries of the bidders will stand ceased and no further enquiry will be entertained. In case of any enquiries , clarifications , if any, proposed by the bidders , the same will not be taken any cognizance. Hence all the bidders are requested to send the enquiries prior to pre-bid conference so that they are taken care of and deliberated during the pre-bid conference.</p>

**SECTION II**  
**SCHEDULE OF REQUIREMENTS**

**2 Scope of Work**

S.No.	Component	Description
A.1	Broad Scope	<ul style="list-style-type: none"> <li>▪ Supply of Oracle Applications 11i ERP End User Licenses. <b>(Annexure G)</b></li> <li>▪ Supply of Enterprise Database License <b>(Annexure G)</b></li> <li>▪ Supply of Oracle RAC licenses <b>(Annexure G)</b></li> <li>▪ Supply of Tuning and Diagnostics Pack along with licenses for management of ERP application &amp; Database. <b>(Annexure G)</b></li> <li>▪ Training on Oracle Data Guard and Tuning and Diagnostics Pack <b>(Annexure G)</b></li> <li>▪ Supply and Installation of Load Balancer for Application server clustering. Software Update License &amp; Support <b>(Annexure G)</b></li> <li>▪ Seamless integration with the existing load balancer at PDC in Active-failover mode.</li> <li>▪ Installation, configuration and commissioning of ERP application at DR site and integration with PDC as per above. The required changes to be made at PDC application will also form a part of the Scope.</li> <li>▪ The DR site should act as active failover to the Primary DC with automatic data synchronization through Oracle Data Guard at pre-defined interval.</li> <li>▪ Customization to meet REC requirements may be carried out for existing equipments/ product(s).</li> <li>▪ The bidder must bid for all items listed in price schedule Annexure G. It is also mandatory that all the optional items specified for an individual respective item, if any, must be quoted.</li> <li>▪ The selected bidder has to interact with the ERP support vendor, ERP server vendor and DC Vendor to ensure smooth implementation, support.</li> <li>▪ REC is not bound to procure and provide the hardware/ networking/ software/ infrastructure equipments/ other products as suggested and/or specified by the bidder.</li> </ul> <p>The major responsibilities as specified are indicative only and not exhaustive in any manner. Bidder to go through the suggested solution and to add any item that may be essential to implement the solution / product.</p>
A.2	Training	<ul style="list-style-type: none"> <li>• The bidder should conduct and impart training(s) through Oracle University.</li> <li>• The Bidder shall provide detailed lecture notes, handouts and other training documentations, prepared by Oracle University</li> </ul>

		<p>and also by the bidder to each of the participant.</p> <ul style="list-style-type: none"> <li>• REC may require splitting of participants across batches. This may include conducting the training on REC designated holidays (including Saturday &amp; Sunday and thereby splitting the entire course curriculum across one or more weekends as per the convenience and sole discretion of REC).</li> <li>• The Training should be conducted at National Capital Territory of Delhi only either at the authorized training centre for each of the certification courses or at the bidder's certified training center. The boarding and lodging of trainer faculty will be responsibility of the bidder.</li> <li>• The schedule and batches for training shall be decided as per convenience of REC.</li> <li>• At the training site/ venue for all types and/or kinds of training the bidder should ensure conducive, cooperative, healthy, hygienic, secured environment along with providing each trainee/ participant with all logistics including industry standard training bags, stationary, free parking, tea/coffee, snacks, food (working lunch/ dinner/ high tea) etc and as decided by and at the discretion of REC at the cost of the bidder but not including the travel costs of the trainees/ participants.</li> </ul> <p>The bid-quote would also include the cost of training i.e arrangement for faculty, venue, logistics, resources etc.</p>
<b>A.3</b>	<b>Warranty, Support</b>	<p>Warranty, Support, shall be delivered by the bidder. The warranty contract agreement will be signed with the bidder and all payment will be made to the bidder. In case of authorized partner being the bidder, certificate <b>from OEM addressed to RECL should be attached stating that the OEM will provide onsite support during the warranty period.</b></p>
<b>A.4</b>	<b>Software and Tools</b>	<p>All Software to be supplied under the scope of the project must be of current versions, unless otherwise required by REC and must be IPv6 ready. Software tools must be compliant with acceptable standards.</p>
<b>A.5</b>	<b>MISCELLANEOUS</b>	<ol style="list-style-type: none"> <li>I. The bidder will go through the existing IT related policies of RECL and suggest for any changes as appropriate as per international standard like BS, ISO, ITIL, ITSM, CoBIT etc to be incorporated in the policy documents</li> <li>II. The bidder shall execute a service level contact agreement with RECL within 2 month from date of acceptance of the purchase order.</li> <li>III. The bidder shall execute Operation Level Agreements (OLA) involving REC, ERP solution partner, server vendor, network Vendor etc within 2 months from acceptance of the purchase order.</li> </ol>

## 2.2 Indicative Schedules

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

### Major Activities

Sr. No	Milestone	Time frame (week)
1	Placement of Purchase Order (PO)	T
2	Acceptance of PO	T1=T+ 1
3	Signing of contract	T1+ 4
4	Delivery of Equipments / Products / Licenses	T1 + 6
5	Physical Inspection / Installation of Equipments/Products	T1 + 8
6	Installation of Equipments/Products	T1 + 12
7	Establishment of DR, integration with PDC.	T1 + 24
8	Commissioning of Load Balancer, Tuning and Diagnostics packs	T1 + 24
9	Stabilization of DR and supplied packs	T1 + 28
10	DR Training	T1 + 32

## SECTION - III

### INSTRUCTIONS TO BIDDERS

Clause No.	Heading	Description/ Details
3.1	Cost of Bidding	The bidder shall bear all costs associated with the preparation and submission of its bid, and RECL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
3.2	The Bidding Documents	<ol style="list-style-type: none"><li>I. The bidder is expected to examine the solution proposed in this bid document and satisfy itself that the solution proposed is correct and meet the requirement. The bidder will comply all instructions, annexures, forms, terms and specifications mentioned in the bidding documents. Failure to furnish any information required and/or False/Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</li><li>II. If a bid is not substantially responsive, it will be rejected by the RECL and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The RECL's determination of bid responsiveness will be based only on the contents of the bid submitted.</li><li>III. Bidders are advised to submit bids strictly based on the terms &amp; conditions and specifications contained in the Tender Document and not to stipulate any deviations.</li><li>IV. Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.</li></ol>
3.3	Amendment to the Bidding Documents	RECL may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the Bid submission date may be extended at the discretion of the RECL. Amendments made prior to submission of bid will be provided in the form of Corrigendum to the Bidding Documents, shall be uploaded on the web sites mentioned in this RFP and shall form an integral part of RFP. No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the web site shall be deemed to have been communicated to the bidder and will be binding on them.
3.4	Preparation of Bids	<ol style="list-style-type: none"><li>I. Technical Bid and Financial Bid to be submitted through online mode on website <a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a> and <b>one hard copy of Technical Bid Only</b> should be put in separate envelopes duly sealed. The content on the envelope, TENDER number, bidder's name &amp; address should be clearly marked on the top of the sealed envelopes. All the envelopes thus</li></ol>

		<p>prepared shall be put in a single sealed envelope clearly mentioning the TENDER number, bidder's name &amp; address on the top of the sealed envelope.</p> <p><b>NOTE: FINANCIAL BID TO BE SUBMITTED THROUGH ONLINE MODE ONLY</b></p> <p>II. The bid valid for a period of 365 days shall essentially comprise of the following and should be submitted online, the same should be digitally signed and separate duly signed hard copy as per the method specified above should be submitted on or before the last date of submission on or before the stipulated time :</p> <ol style="list-style-type: none"> <li>1. Technical Bid Response Form, Undertaking and Supporting Documents including all Annexures to be submitted online as well as hardcopy.</li> <li>2. The Technical Compliance to be submitted online as well as hardcopy as per tender requirements and scope of work and technical specifications.</li> <li>3. <b>Price Bid Response Form and Price Schedule as per attached Annexure(G) &amp; G(i)) to be submitted ONLINE ONLY.</b></li> </ol> <p><b>The price for the end user licenses should be module independent.</b></p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>a) <b>The bidder should note that the Masked Price Bid should not have any pricing details. Also bid should not contain hard copy price bid.</b></li> <li>b) The bid should be properly bind and indexed.</li> <li>c) All pages of the bid being submitted must be signed and sequentially numbered by the authorized signatory of the bidder, irrespective of the nature of the content of the page in the format : "current page no./total no. of pages".</li> <li>d) Unsigned and Unstamped bid shall be summarily rejected.</li> <li>e) The bid should be submitted in binding without any loose sheet.</li> <li>f) Duly signed and sealed original tender document shall be submitted along with the bid as a token of acceptance and compliance to the tender terms and conditions</li> </ol>
<b>3.5</b>	<b>Earnest Money Deposit (EMD)</b>	Bid should accompany an earnest money deposit of Rs.5,00,000/- (Rupees Five lac only) in the form of demand draft drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial bank payable at New Delhi. OR in the form of Bank Guarantee as per Annexure – C2. Bid without a valid EMD will be rejected outright.
<b>3.6</b>	<b>Application Money</b>	Bid document to be downloaded from website and the Bid should accompany an application money of Rs.10,000/- (Rupees Ten thousand only) in the form of a demand draft drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial bank payable at New Delhi. Downloaded Bid without application money will be rejected outright. Application money is not refundable in any case.

3.7	<b>Technical Bid</b>	<p>The Technical bid prepared by the bidder shall comprise of the following, preferable in the following sequence (Table of Content to be the first page):</p> <ol style="list-style-type: none"> <li>I.The documents required for proof of eligibility as per Invitation. Bid without these documents will be rejected outright.</li> <li>II.Describe the bidders understanding of the requirement.</li> <li>III.Proposed solution / product / software / licenses as per requirement along with part number, if any.</li> <li>IV.A detail write-up of the proposed solution along with a power point presentation of the same. The presentation should clearly explain the proposed solution along with information to meet the SLA/OLA commitment for all the locations of RECL .</li> <li>V.List of clients for which the bidder is having similar type of contracts and certificate regarding satisfactory performance of the contract (Please attach documentary proof).</li> <li>VI.Submit copy of REC tender document duly signed and sealed on every page.</li> <li>VII.The Bidder should submit Masked price schedule as per Annexure G (ii)</li> <li>VIII.The bidder should submit IPv6 readiness certificate for the supplied items.</li> <li>IX.The prime/ main / front ending System Integrator should enclose the back to back arrangements/ contracts with other OEMs/ Vendors for major components with their bids.</li> </ol>
3.8	<b>Financial Bid</b>	<p><b>The Financial bid has to be submitted ONLINE ONLY through RECL E-Procurement Portal.</b></p> <ol style="list-style-type: none"> <li>I. The financial bid shall indicate the Unit prices / slab prices(whenever applicable) and applicable taxes for the equipment/ systems/ product and/or services, it proposes to provide under the contract. (Annexure-G)</li> <li>II. Bidders should indicate Taxes as per Annexure G(i)</li> <li>III. Quoted prices should be firm and inclusive of products, installation and commissioning charges,, customization charges, development charges, integration with existing ERP charges, updates, upgrades, patches, Interface cables, Power cables, related accessories, Documentation of sub assemblies of system and Operating Manuals of the systems, excise, sales tax/VAT, service tax, octroi, freight, Packing, forwarding, handling, loading, unloading, insurance, any other tax/charges applicable. The price should also be inclusive of all activities in scope of work include Installation, configuration, on-site comprehensive warranty maintenance.</li> <li>IV. The bid, except as otherwise specifically provided in the Contract, the bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract. However the break up of Prices and Taxes &amp; Duties shall be furnished as per price</li> </ol>

schedule.

- V. All supplies and services required for the Contract are priced inclusive of all incidental costs (such as out of pocket expenses, office support, communications, printing of materials), freight & insurance and inclusive of all prevailing taxes, duties & levies paid or payable in any country, upon rendering of the services as on the due date of bid submission. Statutory variation in taxes, duties and levies in India within the original completion period shall be to the bidder's account.
- VI. The bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall except as otherwise provided for in the Contract, cover all its obligations under the Contract.
- VII. During the validity of this bid and/or during the extended period, if any, and/or till the delivery of items if the bidder sells any system or subsystem of the same configuration to any other Department/Organization in India at a price lower than the price offered to REC, the bidder shall automatically pass on the benefits to REC.
- VIII. Rates should be valid for 365 days from the last date of submission of the bids.
- IX. During the warranty period, besides service/ maintenance of System Software, all software upgradation, removing virus etc, bugs/patches and services shall also be provided at no extra cost.
- X. The price bid has the provision to mention cost of any other item/services required to complete the project as per Scope of Work. The cost of any other item/services, which are considered necessary for completion of the job but not specifically mentioned in the price bid, is deemed to have been included in the quoted prices.
- XI. RECL may solicit the bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing by fax, e-mail, cable or telex etc. A bidder granting the request will neither be required nor permitted to modify its bid, while confirming extension of bid validity. A bidder may refuse the request in writing to RECL without forfeiture of its bid security (EMD), In such a case the bid shall be considered as withdrawn and RECL shall return/refund the bid security (EMD) at the earliest to such bidder(s). On expiry of the bid validity period the bid shall be deemed valid till such time the bidder does not withdraw its bid formally by a written communication to RECL. The bid shall be deemed to be valid for a period of seven working days on receipt of such written communication by REC.
- XII. The bidder must note that RECL will not provide Form-'D'/Form-'C' etc.
- XIII. The prices shall be for delivery at desired destination/ including installation/ commissioning and complete operationalization

and statutory levies, if any. The three year on-site comprehensive warranty maintenance Period shall be taken into account, for the systems/ equipments from the date of successful installation/commissioning and acceptance by RECL after the successful supply of products at RECL desired destinations by the bidder. All costs and charges, related to the bid, shall be expressed in Indian Rupees only.

XIV. Empanelment

- a. The selected bidder shall be empanelled with RECL, at discretion of RECL, for a period of 12 (twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier, which can be extended for a further period of maximum six months. Rates quoted shall be valid for the period of empanelment and the extended period, if any. RECL, notwithstanding the rate contract, does not bind itself to purchase any items during contact period.
- b. Orders will be placed on the finally selected bidder. The panel will be valid for an initial period of 12 (Twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier. It may be extended for a further period of maximum 06 (Six) months depending upon the need of RECL and its project requirements.
- c. The bidder should not assign and/or sublet the scope of work or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc.
- d. During the validity of empanelment, in case RECL notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, RECL may either ask the technically short-listed bidders to requote the prices and the bidder(s) will be selected on the basis of the procedure given above or ask the empanelled bidder to re-quote on limited/ single quotation basis. The time difference between such re-quotes will be minimum 3 months except in case of the Union Budget. For any bulk requirements, RECL reserves the right to call for the revised bids from the technically qualified bidders at any time during the empanelment. This activity may result in change of empanelled bidders. Revised bids should not be more than existing rates except in the case of technological advancements.
- e. During the validity of the empanelment including the extended period, if any, if the bidder quotes, sells or exhibits written intention to sell any System and/or sub-system of the same or

		<p>equivalent configuration to any other department/Organization at a price lower than the price fixed for RECL, the bidder shall voluntarily pass on the price difference to RECL. The effective date will be the date of quoting the lower rates in the bid/quote. Similarly, in the event of lowering of government levies subsequent to the finalization of the panel, the bidder shall automatically pass on the benefits to RECL, and in the event of increasing of government levies subsequent to the finalization of the panel; RECL shall automatically pass on the pro-rata benefits to the bidder, if the same have been explicitly given in the financial annexes.</p> <p>f. No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.</p> <p>XV. The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections, in case of a failure to comply the bid shall be summarily rejected.</p>
<b>3.9</b>	<b>Submission of Bids</b>	<p>The bids complete in all respects should be submitted ONLINE through RECL E-Procurement Portal and sealed hardcopy of technical bid only into the tender box kept at the RECL reception for this purpose at the following address latest by the stipulated time &amp; date mentioned in the tender document. RECL does not own any liability if the bid is not submitted on-line and required hard copy is submitted somewhere else and not reached to the addressee within due date and time.</p> <p style="text-align: center;">RURAL ELECTRIFICATION CORPORATION LTD., CORE- 4, SCOPE COMPLEX, 7 LODHI ROAD, NEW DELHI – 110 003.</p>
<b>3.10</b>	<b>Deadline for Submission of Bids</b>	<p>I. Bids must be received by RECL , both on-line and physical not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for RECL, the bids will be received up to the appointed time on the next working day.</p> <p>II. The RECL may, at it's discretion can extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the RECL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
<b>3.11</b>	<b>Late and Delayed Bids</b>	<p>Any bid received by RECL after the deadline for submission of bids prescribed by the RECL will be rejected and/or returned unopened to the bidder if asked for. The decision of RECL, whether to accept or not to accept such bids, without assigning reason shall be final and no disputes shall be entertained with regard to exercise of such discretion of RECL.</p>
<b>3.12</b>	<b>Bid Opening</b>	<p>RECL will open the technical bids in the presence of bidders' representatives who choose to attend at the time on the date and</p>

		at Corporate Office. The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the RECL, the bids shall be opened at the appointed time and location on the next working day.
<b>3.13</b>	<b>Opening of EMD &amp; application money</b>	RECL will open the EMD & Application Money envelopes first. In case the EMD and / or Application money (if applicable) are not found in order the bid shall be summarily rejected. Technical Bid envelope of only those bidders will be opened whose EMD and Application Money (if applicable) are found in order.
<b>3.14</b>	<b>Clarification of Bids</b>	<p>I. During evaluation of the bids, the RECL may at its discretion, ask the Bidder for clarification of its bid. The bidder has to submit the clarification within the stipulated period. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.</p> <p>II. No Bidder shall contact the RECL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the RECL, it should be done in writing. RECL, at its discretion may consider the same.</p> <p>III. Any effort by a Bidder to influence the RECL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECL will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs / tenders of RECL.</p> <p>IV. During the evaluation process, as per the ERP project requirements in case RECL desires for selection of new system and/or equipment and/or product specifications/configuration based on market trends or for the reasons of technological advances/changes, RECL will ask the eligible bidders and/or technically short-listed Bidders (as per the current stage of evaluation) to re-quote the prices based on new /advanced specifications/configurations/technologies and the Bidder(s) will be selected on the basis of procedure for evaluation of bids as per tender document. RECL may also add/delete some of the optional items from the optional items list depending upon the availability of the item and ERP project requirement. Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.</p>
<b>3.15</b>	<b>Evaluation of Technical Bid</b>	I. Detailed technical evaluation will be carried out pursuant to RECL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one, which conforms to major scope, specifications & terms and conditions of the Bidding Documents without material

		<p>deviations.</p> <p>II. A bid determined as not substantially responsive may be rejected by the RECL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p> <p>III. REC has the discretion to call for a technical presentation of the proposed offer by the bidders.</p> <p>IV. The bidders short-listed by RECL based on evaluation of their technical bids may be eligible for opening of Financial Bids.</p>
<b>3.16</b>	<b>Opening of Financial Bids</b>	<p>I. The Financial Bids of the technically qualified bidders shall be opened on-line in the presence of their representatives, who choose to be present, on a specified date and time and Venue.</p> <p>II. The date and time of opening of financial bids shall be informed only to the technically qualified bidder(s).</p> <p>III. The bidder's name, price of Bids, all discounts offered, modifications and Bid withdrawals and such other details as the RECL, at its discretion, may consider appropriate will be displayed at the time of opening of financial bids.</p>
<b>3.17</b>	<b>Evaluation and Comparison of financial Bids</b>	<p>I. The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.</p> <p>II. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. However, while the placement of order the lower of the two shall be taken as the price of the respective item. In case, the bidder has not quoted (i.e. Either the respective cell is left blank or crossed or N.A. is written etc) for a required line item as mentioned in the price bid, the highest price quoted for that line item by any bidder will be taken for comparison and at the time issuing purchase order, in case the bidder becomes Lowest bidder, the lowest figure quoted for the respective line item by any bidder will be taken as the price of the line item. In case the price of a required line item is mentioned as zero i.e. '0' the same shall be treated as the bid price. In case, compliance of any clause is not specifically mentioned, the same will be treated as deemed compliance .</p> <p>III. The L1 will be arrived in the following manner: Lowest [Derived Grand Total (Column E)] specified in the price schedule (Annexure-G).</p> <p>IV. Bidders shall state their bid price for the payment schedule outlined as per the format given in Annexure G -</p>

		<p>“Price Schedule” only.</p> <p>V. However, L1 has to match the lowest rates of all the relevant technically qualified optional items, if any, of each quoted configuration to those quoted by any of the technically qualified bidders. However, for matching the individual item rates, the zero rates or no value etc will not be considered. The maximum period of matching rates will not be more than 10 working days from the date of issuance of offer letter for matching from RECL. If the bidder fails to match the rates within stipulated time as stated above, the offer will be treated as cancelled and bid being rejected and EMD stands Forfeited.</p>
3.22	<b>Purchase Order</b>	<p>Orders will be placed to the L1 bidder depending upon the need of RECL and its project requirements.</p> <p>I. Prior to final delivery of items if the bidder quotes, sells or exhibits written intention to sell any equipment/product/System and/or sub-system of the same or equivalent configuration to any other department/organization at a price lower than the price fixed for RECL, the bidder shall voluntarily pass on the price difference to RECL. The effective date will be the date of quoting the lowest rates in the bid/quote. Similarly, in the event of lowering of government levies subsequent to the finalization of the tender, the bidder shall automatically pass on the benefits to RECL, and in the event of increasing of government levies subsequent to the finalization of the tender; RECL shall automatically, on intimation by the bidder, pass on the pro-rata benefits to the bidder, if the same have been explicitly given in the financial annexure(s).</p> <p>II. No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.</p>
3.23	<b>Special Conditions of Contract</b>	
3.23.1	<b>Total Price</b>	<p>Total Price to be quoted shall be for the complete scope for the mandatory items as per technical specifications as specified in this document, inclusive of comprehensive on-site maintenance including repair/replacement of parts (during the warranty period), all taxes &amp; duties, insurance, any other incidental charges, etc. Bidder shall be responsible for comprehensive on-site maintenance of the supplied equipments &amp; services during the entire warranty and Maintenance Support period.</p>
3.23.2	<b>TURN-KEY</b>	This project is to be executed on a <b>TURN-KEY BASIS</b> .
3.23.3	<b>Operating and Environmental Conditions</b>	<p>The equipment shall be suitable for operating under environmental conditions as indicated below, which shall be ensured by the bidder:</p> <ul style="list-style-type: none"> <li>• Power : 230V + 10%, 50 Hz + 5%</li> <li>• Earth to Neutral V : &lt; 5 Volts</li> <li>• Temperature : As per requirement</li> </ul>

		<ul style="list-style-type: none"> <li>Relative Humidity : &lt; 80% non-condensing</li> </ul>
<b>3.23.4</b>	<b>Site Readiness</b>	The bidder may check the sites well in advance to make necessary design and plan for installation of equipments at respective locations. The responsibility of RECL is limited to providing the required space at each location for these purposes. Bidder has to make good any damage to the building in the process of carrying out the work at no extra cost to RECL.
<b>3.23.5</b>	<b>Completion Schedule</b>	The bidder shall be responsible for timely installation of the project as mentioned in section II clause 2.2, Major Activities. Bidder shall be responsible for all the jobs required for the complete installation, & thereafter successful commissioning & operation of the systems & shall include all such necessary hardware & software in his scope of supply/work.
<b>3.23.6</b>	<b>Delivery &amp; Installation</b>	<ol style="list-style-type: none"> <li>I. All equipment supplied and installed at site shall be new and conforming to the technical specification</li> <li>II. The bidder may visit the site in advance and check its readiness for housing and operation of equipments. The bidder may also check the ordered components and facilities available on which new systems will be installed.</li> <li>III. The bidder shall deliver &amp; make all the equipments and products operational (Supply, Installation, configuration &amp; commissioning, training, Integration, Acceptance of the equipments and handing over to RECL) as per the Scope of work within the stipulated timeline.</li> <li>IV. On completion of delivery, the bidder shall get the Bill of Material checked and signed by RECL's coordinator, carry out the installation as per requirement and show the equipments in working order to RECL's coordinator at site.</li> <li>V. The bidder shall provide all assistance to RECL for successful operation in coordination with the ERP vendor and server vendor.</li> <li>VI. On successful completion of the installation and proper tuning of the equipments and products, these shall be handed over to RECL. The bidder shall submit the commissioning Report along with equipments and products Configuration Report, results of diagnostic tests run etc. to RECL.</li> <li>VII. The installation and configuration to be done as per prevailing REC policies / procedure / guidelines.</li> </ol>
<b>3.23.7</b>	<b>On-site Comprehensive Warranty Maintenance Service</b>	<ol style="list-style-type: none"> <li>I. Zero date for Warranty will start only after successful completion of work as per scope of work mentioned here as per stipulated timelines and signing of Acceptance certificate</li> <li>II. 1 year on-site comprehensive maintenance of supplied software and DR configuration, 1 year warranty for supplied licenses and 3 years on-site comprehensive warranty maintenance for Load Balancer supplied under this tender. Only bids confirming unconditional acceptance of the warranty clause will be considered. RECL can extend this maintenance contract for a further period of three years, at</li> </ol>

		<p>it's discretion, on yearly renewable basis.</p> <p>III. Bidder should furnish an undertaking for providing products/services support as per the requirement along with uninterrupted and timely supply of spare parts for all the supplied equipment/system at least for 03 (three) years from the completion of warranty</p>
<b>3.23.8</b>	<b>BENCHMARKING AND ACCEPTANCE TEST (AT)</b>	<p>Acceptance Test (AT)</p> <p>I. The location of the AT shall be decided at the discretion of RECL in consultation with the bidder. Based on Bidder readiness, RECL shall confirm the date of carrying out AT. The Bidder shall keep the set-up / equipment ready to carry out AT.</p> <p>II. Physical Verification of equipments shall be done. All the features / functionality of Hardware and Software shall be tested at the discretion of RECL.</p> <p>III. Checking of the Configuration</p> <p>IV. Inspection of equipments would be done as per specifications of Tender document.</p> <p>a. OEM utility will be used for various diagnostic tests. It is at the discretion of RECL to test all the equipment or only one or more (randomly selected) equipment for each functionality.</p> <p>b. Complete functionality of the system/ equipment/ software shall be tested as per the Scope of Work &amp; Technical Specifications</p> <p>VIII. Implementation as per REC policies / procedure / guidelines.</p>
<b>3.23.9</b>	<b>Training</b>	<p>i. The training site will be bidder's liability which will be conducted in New Delhi or any other suitable location mutually agreed by RECL and the bidder.</p> <p>ii. The bidder shall organize the required infrastructure including training systems for conducting training programme. System and/or equipments procured under this contract shall not be used for training purposes.</p> <p>iii. The bidder shall provide original and official curriculum and training material to each participant separately along with one softcopy, if possible.</p>
<b>3.23.10</b>	<b>KEY CONTRACTOR EMPLOYEES</b>	<p>Bidder shall furnish the following information for the key employees assigned for this project</p> <ul style="list-style-type: none"> <li>• Minimum Qualification/Certification as stipulated in qualification chart to perform the job</li> <li>• Bio-data with proper references</li> <li>• Contractor needs to take prior approval for the employee before placing him on the account.</li> <li>• Defined overlap and transition process for any replacement.</li> </ul>
<b>3.23.11</b>	<b>Management Reports</b>	<p>Bidder shall submit the report as per agreed formats and periodicity. Management reports will be required to reflect matrix reporting against all service levels contained in the contract, plus reports of a general management nature to allow RECL to oversee</p>

		<p>the Contractor's delivery of service. At a minimum, these include-</p> <ul style="list-style-type: none"> <li>• Weekly status reports</li> <li>• Monthly SLA attainment reports</li> <li>• Root cause analysis reports for all SLAs and critical service failures and any other major problems.</li> </ul>
<b>3.23.12</b>	<b>Root Cause Analysis</b>	<p>Bidder will be required to provide root cause analysis for all performance and availability problems that occur. Formal root cause analysis will be delivered within 5 days of problem occurrence, including-</p> <ul style="list-style-type: none"> <li>• Explanation of the root cause</li> <li>• Actions taken to resolve the problem</li> <li>• Action plan to prevent reoccurrence, with project plan/tasks required and timing for each major milestone of the correction effort, and identification of RECL's responsibilities in the correction process.</li> </ul>
<b>3.23.13</b>	<b>SECURITY AND CONDUCT</b>	<p>At all times the bidder shall comply with all security and conduct regulations in effect that RECL requires at its premises or in the protection of its data assets.</p>
<b>3.23.14</b>	<b>REPRESENTATIONS &amp; WARRANTIES</b>	<p>All services, work, and deliverables will be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards. In addition the Contractor warrants that –</p> <ul style="list-style-type: none"> <li>a) Performance of work will not violate any law, rule or regulation and the bidder will acquire all required permits and licenses.</li> <li>b) Key Bidder personnel assigned to perform the work will be continuous through out the term, except as agreed to by RECL or for reasons of termination of employment with Bidder.</li> </ul>
<b>3.23.15</b>	<b>WORK PRODUCT/ANTIVIRUS WARRANTY</b>	<ul style="list-style-type: none"> <li>I. RECL requires that all work products created by Bidder on behalf of RECL is warranted by Bidder that such work product shall conform to and operate in accordance with all specifications and appropriate standards, and be free of defects in material or workmanship. If it is determined that a virus has been found, Bidder agrees to use reasonable efforts to assist RECL in curtailing spread of the virus and correcting or replacing the impaired or destroyed work product.</li> <li>II. Bidder shall offer only single Technical Solution to meet the specifications and scope of work as per the tender document. The Bidder should provide necessary documentary evidence supporting the technical specifications of the offered solution.</li> </ul>
<b>3.23.16</b>	<b>Contractor's Office at site</b>	<p>The contractor shall depute adequate number of personnel at the site, at his cost, to receive instructions, notice or other communications. The Bidder at all time shall maintain a site instruction book and compliance of these shall be communicated to the site-in-charge/project coordinator from time to time and the whole document to be preserved and handed over after</p>

		completion of works.
<b>3.23.17</b>	<b>COMPLIANCE OF VARIOUS LAWS OF LAND</b>	<p>I. The bidder has to comply all the laws of the land which includes statutory, regulatory, industrial, labour etc for their own employees as well as to carry out scope of the work defined in this document.</p> <p>II. The Bidder shall have their own Provident Fund Account Numbers. If asked for, the Bidder will submit the proof of depositing the employees as well as employer's PF contribution periodically with the Regional Provident Fund Commissioner (RPFC).</p> <p>III. It shall be the sole liability of the Bidder (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the authorities concerned as provided under the various labour license(s) obtained as per the provisions of the Contract Labour (Regulation &amp; Abolition) Act, 1970.</p> <p>IV. The Bidder shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund &amp; Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act,1970, the Inter-State Migrant workmen (Regulation of employment &amp; conditions of Services) Act,1979, the Minimum wages Act, 1948, the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, and other relevant Acts, Rules and Regulations enforced from time to time.</p> <p>V. The Bidder shall be responsible for required contributions towards P.F, Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to RECL and shall deposit these amounts on or before the prescribed dates. The Bidder shall also be responsible to pay and administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the works of RECL.</p> <p>VI. The Bidder shall be solely responsible for timely payment of wages and other dues to the personnel deployed by him. The Bidder shall be directly responsible and indemnify RECL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.</p> <p>VII. In case ESI is not applicable. Bidder before commencement of work shall submit Insurance Policy under Workmen's Compensation Act,1923 covering all his employees to be deployed for execution of the contract.</p>
<b>3.23.18</b>	<b>INSURANCE</b>	Bidder shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the RECL. The period of insurance should cover in transit insurance and till the acceptance of the equipments by RECL.
<b>3.23.19</b>	<b>EMPLOYEES</b>	I. The Bidder agrees to and does hereby accept full and

	<b>STATE INSURANCE ACT:</b>	<p>exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Bidder further agrees to defend, indemnify and hold RECL harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Bidder or SUB-Bidder of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the RECL arising under, growing out of or by reasons of the work provided for by this Bidder, by third parties or by Central or State Government authority or any political sub-division thereof.</p> <p>II. The Bidder agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Bidder's or SUB-Bidder 's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The Bidder shall deduct and secure the agreement of the SUB- Bidder to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The Bidder shall remit and secure the agreement of SUB- Bidder to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The Bidder agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the Bidder shall secure the agreement of the SUB-Bidder to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Bidder 's or SUB- Bidder 's account.</p> <p>III. RECL may retain such sum as may be necessary from the total VALUE OF CONTRACT until the Bidder shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the Bidder when the ESI Act is extended to the place of work.</p>
<b>3.23.20</b>	<b>WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE</b>	Insurance shall be effected for all the Bidder 's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the Bidder shall require the SUB- Bidder to provide workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Bidder 's Insurance.
<b>3.23.21</b>	<b>ACCIDENT OR INJURY TO WORKMEN</b>	The RECL shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Bidder or any SUB-Bidder save and except an accident or injury resulting from any act or default of the RECL, his agents or servants and the Bidder shall indemnify and keep

		indemnified the RECL against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto
<b>3.23.22</b>	<b>Comprehensive AUTOMOBILE Insurance</b>	This insurance shall be in such a form as to protect the Bidder against all claims for injuries, disability, disease and death to members of public including RECL's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the Employership of such vehicles.
<b>3.23.23</b>	<b>Comprehensive General Liability Insurance</b>	This insurance shall protect the Bidder against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Bidder, his agents, his employees, his representatives and Sub- Bidder's or from riots, strikes and civil commotion.
<b>3.23.24</b>	<b>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER</b>	Bidder shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to RECL. He shall also carry and maintain any other insurance which may be required by the RECL.
<b>3.23.25</b>	<b>Safety Regulations</b>	In respect of all labour, directly employed in the WORK for the performance of Bidder 's part of this agreement, the Bidder shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable. The Bidder shall observe and abide by all fire and safety regulations of the RECL. Before starting work Bidder shall consult with RECL's safety Engineers or site-in-charge/project coordinator and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the RECL's existing property.

**SECTION - IV**  
**GENERAL TERMS AND CONDITIONS**

Clause No.	Heading	Description/ Details
4.1	<b>Definitions and Interpretation</b>	<p>I. In this contract, the following terms shall be interpreted as indicated:</p> <p>II. "The Contract" means the agreement entered into between the RECL and the Bidder as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;</p> <p>III. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;</p> <p>IV. The "Goods" / "products" / "equipments" means benchmarked fully functional equipment(s) and/or product(s) (including software) along with all manuals and/or other material(s), which the Bidder is required to supply, install, commission and maintain, integrate, train and facilities management for the RECL under the Contract;</p> <p>V. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, maintenance, provision of technical assistance, training, system integration, facilities management and other obligations of the Supplier covered under the Contract;</p> <p>VI. "The RECL" means the organization purchasing the equipment and/or product, i.e., Rural Electrification Corporation Limited, located at Core 4, Scope Complex, 7 Lodi Road, New Delhi 110 003.</p> <p>VII. "The Bidder" / "contractor" means the firm(s) supplying the equipment / product and services under this Contract;</p> <p>VIII. "The Site" means any RECL premises, which includes its Corporate Office, Annex Office, Zonal Offices, Project Offices and CIRE.</p> <p>IX. PDC means Primary Data Center and DR means 'Disaster Recovery'.</p> <p>X. "Day" means calendar day.</p>
4.2	<b>Schedule of Requirements</b>	<p>I. Potential Bidder should provide detailed activities time schedule, which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be included, including those associated with the testing, delivery, installation, commissioning, training, system integration and facilities management and maintenance of the equipments/ products and quality certifications.</p> <p>II. The Bidder must guarantee responsibility for all maintenance for the equipment/product supplied notwithstanding the fact that</p>

		<p>the application and networking software/hardware running on/along with the said equipment/product has been or may be provided/supplied by multiple bidders. The supplier will also be expected to propose continued hardware and software products support. The conditions and cost of guarantee must be set out in details (for example: hardware preventive actions and supplier responsibilities, future development etc).</p> <p>III. The bidder shall try to re-use / maintain the existing equipments and systems as far as possible at agreed upon terms and conditions.</p> <p>IV. The bidder should undertake to provide support for the supplied equipments/products and systems/sub-systems for 3 years of comprehensive on-site warranty maintenance plus 3 years of comprehensive on-site maintenance (the later at the discretion of RECL after initial 3 years). After the warranty maintenance of three years, if RECL decides to go in for in-house maintenance of systems or through a third party, the bidder/OEM shall supply the spares to RECL or the party designated by RECL. In case of the item/spare part being not available due to any reason the bidder/OEM shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL.</p>
4.3	<b>Acceptance Certificate</b>	<p>I. On successful completion of acceptance test, receipt of deliverables, installation, commissioning, system integration, endurance test, stabilization period etc., and after RECL is satisfied with the working and performance of the equipment(s)/product(s) , the acceptance certificate (Annexure F) signed by the representative of the RECL and representative of the Bidder will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning and acceptance of the equipment(s)/product(s) and all warranties and guarantees shall be deemed to commence from the day of the issue of acceptance certificate.</p> <p>II. Final Acceptance Certificate shall be given, if asked for, at the discretion of REC, after successful commissioning and system integration of the entire application, when</p> <ol style="list-style-type: none"> <li>a. Performance has been established in an integrated manner with other systems/services in normal operations,</li> <li>b. Bidder has no other obligation under agreement,</li> <li>c. Submission of final documentation incorporating all the modifications in requisite sets</li> <li>d. Removal of all defects noted during commissioning period</li> <li>e. Fulfillment of training requirements</li> <li>f. Commissioning and Live run and a stabilization period of 1 months after live date have been passed off</li> </ol>

		<p>successfully without any problem reported</p> <p>The different sub-systems / equipment shall be integrated by the bidder and tested on live data. The methodology and duration of these tests are subject to the broad framework defined above.</p>
4.4	<b>Performance Security/Bank Guarantee</b>	<ul style="list-style-type: none"> <li>• The selected Bidder shall furnish unconditional Performance Bank Guarantee (PBG) to the RECL for an amount equal to <ul style="list-style-type: none"> <li>a. 15 % of the value of the items for sl.no 6 &amp; 7 of Annexure G valid up to 60 days after warranty period (Thirty Eight months) and</li> <li>b. 15 % of the value of the items for sl.no 1 -5 ,10,11 of Annexure G valid up to 60 days after warranty period (Twelve months)</li> </ul> </li> </ul> <p>within 30 days from the signing of the contract agreement for performance and support service/maintenance obligation. The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, penalties etc. For calculation of PBG amount, figures quoted for training will not be considered in computation.</p> <ul style="list-style-type: none"> <li>• RECL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract.</li> <li>• The performance security shall be in the form (Annexure- D) of a Bank Guarantee from a Scheduled Commercial Bank or A Bankers Cheque or Demand Draft</li> <li>• In the event of any correction of defects or replacement of defective equipment during warranty period the warranty of the corrected/ replaced equipment shall be effective from the date of replacement.</li> <li>• Functional Guarantees : The bidder guarantees that, once the Preliminary Acceptance, Commissioning has been completed, the System represents a complete solution to the RECL's requirements set forth in the Scope of Work and it conforms to all other aspects of the Contract.</li> <li>• If the system fails in Preliminary Acceptance, due to reasons entirely attributable to the bidder, the RECL may consider termination of the Contract, and forfeiture of the Supplier's performance security in compensation for the extra costs and delays likely to result from this failure.</li> </ul>
4.5	<b>Pre-delivery Inspection &amp; Delivery</b>	<p>I. RECL at its discretion may carry out pre-delivery Inspection. On the receipt of the purchase orders, the bidder(s) shall obtain in time all the necessary documents for the State Entry Permit, Bank, Custom and Excise related documents, insurance etc wherever applicable, for complete and safe delivery of the ordered products, at their own cost and efforts. The delay in obtaining these documents will be accounted as under:</p> <ul style="list-style-type: none"> <li>a. Bidder must apply to the respective authority for issue</li> </ul>

		<p>of road permit/ waybill, Bank, Custom and Excise related documents in time.</p> <p>b. For Bank, Custom and/or Excise related documents no waiver or relaxation in delivery date shall be allowed under normal circumstances at the discretion of RECL and penalty ,if any, as per tender clause will be applicable.</p> <p>c. Any slippage in the above mentioned schedule would attract penalty as per penalty clause for delivery for the slipped/delayed period.</p> <p>II. The systems must be supplied in full as per ordered configuration for acceptance. No system with short supply or with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.</p> <p>III. Should any inspected or tested system solution fail to conform to the specification, the RECL may reject them and the Bidder shall make all alterations necessary to meet specification requirements free of cost to RECL within the time schedule as specified by RECL.</p> <p>IV. During delivery and/or maintenance period, on subassembly level if any item's specifications / model changes and becomes non available due to obsolescence of technology, bidder within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The items so offered will be evaluated by RECL for its acceptance and installation.</p> <p>V. The schedule having details for conduct of benchmarking/evaluation/ acceptance testing of items shall be provided by bidders within 15 days from date of purchase order to the contact as mentioned in the purchase order, so that all the related documentation work by RECL could be completed and tested items are handed over back to bidders for ensuring the timely delivery and installation within stipulated time frame as per purchase order.</p> <p>VI. Normally, testing and acceptance of the systems will be done at mutually agreed upon location, wherein these will be tested as per ordered specifications. RECL reserves the right to reject any item, if found unsuitable and/or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the bidder. No payment will be made for rejected items.</p> <p>VII. All the equipments and systems are, at discretion of RECL, initially to be delivered at a single agreed upon location for inspection by RECL or RECL appointed agency. On acceptance, the materials are to be finally delivered at respective location at the cost of the bidder.</p> <p>VIII. The bidder should deliver, install and commission all the items at specified site without any additional charge.</p>
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4.6	<b>Installation and Commissioning</b>	<p>I.All aspects of safe delivery shall be the exclusive responsibility of the bidder. After inspection and delivery at the site, the cartons will be opened only in the presence of RECL representatives and Bidder's representative and the intact position of the Seal for not being tampered with together with actual receipt of the content of the carton in good condition, shall form basis for certifying the receipt in good condition.</p> <p>II.Installation and system integration of the delivered items should be completed within the time frame specified in section II clause.2.2, failing which a penalty at the rate of 0.5% (zero point five percent) of value of pending work per week or part there-off subject to maximum of 10 weeks will be imposed. Thereafter, RECL holds the option to complete the installation work through alternate sources at the risk and cost of the defaulting bidder. Penalty for both delivery and commissioning will be charged simultaneously for their respective delays.</p>

		<p>III.A sticker mentioning the service support call centre number of the bidder should be pasted on each system.</p> <p>IV.For Site Not Ready (SNR) case, bidder requires to submit certificate signed by ERP Project Coordinator to RECL. However, regarding readiness of site, the decision of the ERP Project Coordinator will be final. No penalty will be imposed for SNR cases, however, bidder has to install the items within 3 (Three) weeks of receipt of Site Ready notice from User/Project Coordinator, else it will attract penalty as per clause (II) above, recoverable from Security Deposits.</p> <p>V.During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the bidder at its own costs and risks within 30 days from the date on which the bidder has been informed of such damage. Installation Certificate copies duly signed by the authorized user should reach RECL.</p> <p>VI.The systems to be supplied should work under the specified operating systems. It shall be exclusive responsibility of the bidders supplying the Systems to provide appropriate device drivers and solutions for these system software platforms.</p> <p>VII.The bidder should provide System manual, User manual, installation report and configuration detail along with each equipment and product, irrespective of the fact that more than one equipment and product may be supplied at site.</p> <p>VIII.The bidder should get insurance of the components till the commissioning by the bidder and acceptance of the same by RECL.</p> <p>IX.The supply, transportation, erection and installation of the equipment and interconnections, LAN/WAN setups etc, required to be completed for commissioning shall be in the scope of the bidder.</p> <p>X.The bidder shall demonstrate the following scenarios as part of the Installation and commissioning. The list is indicative and may be amended during the test.</p> <p><b>SOFTWARE</b></p> <p>The bidder will prepare demonstration schedule for each of the software supplied and accepted by RECL. The test then will be performed for these schedules.</p> <p>Failure to demonstrate these scenarios, the supplied equipments will liable to be rejected.</p> <p>XI.RECL will issue a commissioning certificate on successful installation and commissioning.</p>
4.7	<b>Acceptance</b>	<p>I. RECL will perform acceptance of the entire set up including H/w and other components. Failure to fulfill any of the aforementioned conditions attributable to the bidder, may entail rejection of the order and forfeiture of the EMD/Security Deposit. Further RECL can procure same items from alternate sources at the risk and cost of the defaulting bidder.</p>

## II. Tests

- a. The bidder will submit the comprehensive Acceptance test plan for all the components at least 2 weeks in advance of scheduled delivery. This same will be reviewed and approved by RECL.
- b. The RECL or its representative shall have the right to inspect and/or test any components of the supplied System as per the approved acceptance test plan, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site.
- c. Should the inspected or tested components fail to conform to the Contract, the RECL may reject the component(s), and the bidder shall within a period of 14 (fourteen) days either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the RECL.

## III. Acceptance

- a. The individual system supplied shall be erected under the supervision of RECL by the bidder & shall be tested and commissioned for integrated operation as per approved drawings & functional requirements.
- b. The sequence of erection of equipments shall be mutually discussed and agreed between the RECL and bidder before commencement of erection.
- c. At site, for individual system, tests shall be carried out as per the approved plan. Prior to commissioning, bidder shall submit to RECL at least two weeks in advance, a detail list of pre-commissioning tests intended to be carried out. This list will be finalized after mutual consultation between RECL and bidder before test.
- d. As soon as the erection of individual system is complete with all auxiliary facilities including its final connections to the existing systems, the RECL jointly with the bidder shall proceed with preliminary tests to check and ensure that all the units have been properly erected and are fit to be operated. The bidder shall be responsible for any defective functioning/workmanship, if any and the resulting damages while conducting the test. Defects found during testing due to faulty erection shall be rectified by the bidder at his own cost and to the satisfaction of the RECL.
- e. As soon as the tests have been carried out individually and the results are found to be to the satisfaction of the RECL, the RECL shall issue a certificate of Preliminary Acceptance for individual system. Such certificate however shall be deemed to be on account & shall in no

		<p>way relieve the bidder from the liabilities in respect of the work as a whole. Preliminary tests, however do not involve subject trial runs.</p>
<p><b>4.8</b></p>	<p><b>Payment Schedule</b></p>	<p>I. 100% (full) payment of the value of the end user licenses (Serial 1 of Annexure G) will be made after successful delivery of licenses &amp; furnishing of a Bank Guarantee (refer: PBG clause 4.4.)</p> <p>II. 60% (Sixty percent) payment of the value of the order (excluding training, end user licenses and AMC of Annexure G) will be made after successful delivery of items at site &amp; satisfactory delivery certification by RECL site-in-charge and furnishing of a Bank Guarantee towards performance and support services for an amount of 15% of the value of the order valid up to 60 days after warranty maintenance period. RECL at its discretion can release part payment of items delivered to REC.</p> <p>III. 25% (Twenty five percent) payment of the value of the order (excluding training, end user licenses and AMC of Annexure G) will be made after successful installation, configuration, commissioning, integration and acceptance of the solution by RECL on production of jointly signed and sealed installation and acceptance report.</p> <p>IV. 10% (Ten percent) payment of the value of the order will be made (excluding training, end user licenses and AMC of Annexure G) after successful completion of 3 months period from the date of acceptance above (Stabilization period).</p> <p>V. 5 % (Five percent) payment of the value of the order will be made (excluding training, end user licenses and AMC of Annexure G) after successful completion of 6 months period from the date of expiry of stabilization period.</p> <p>VI. Payment for Training will be made on actual depending on the number of participants on successful completion of the training and submission of feedback from the participants. REC has the discretion to pay directly to the Training institute / agency at the request of the bidder.</p> <p>VII. Payment for AMC will be paid, provided RECL agrees to obtain the service from the bidder after expiry of warranty maintenance.</p> <p>VIII. In case the site is not ready for installation after 60 days of delivery of full consignment, payment for installation shall be made on submission of site not ready certificates and submission of Security Deposit in the form of Bank Guarantee of the equal amount.</p> <p>IX. Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source ) as per the income-Tax Act, 1961 including addendums from time to time and any other taxes.</p>

		<p>X. All Payment shall be made in Indian Rupees only.</p> <p>XI. No Advance Payment will be made by RECL on any account.</p> <p>XII. All bills should be submitted to the IT division, RECL. The decision of AGM (IT), RECL shall be final and binding on the bidder.</p>
4.9	<b>Earnest Money Deposit</b>	<p>I. The bidder shall have to deposit an EMD as mentioned in this tender in the form and favour as mentioned above along with their bids.</p> <p>II. Any bid without valid EMD will be rejected and will not be opened and/or technically evaluated.</p> <p>III. Unsuccessful bidder's EMD will be returned within 45 days on receipt of request from the bidders for the same. Successful bidder's EMD will be kept as a security deposit and will be returned on furnishing of performance security as per the tender terms and conditions.</p> <p>IV. The EMD may be forfeited: (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form. Or (b) In case of a successful bidder, if the bidder fails to acknowledge the order in accordance with the terms and conditions.</p> <p>V. No interest shall be payable on EMD amount, in any case, and/or performance security by RECL.</p>
4.10	<b>Governing Law, Dispute Resolution and Arbitration</b>	<p>If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to have amicable resolution and settlement through a committee appointed by CMD, REC. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the <b>Sole Arbitrator to be appointed by CMD,REC</b>. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The fee &amp; other charges of Arbitrator shall be determined by the Arbitrator in terms of the Act and shall be shared equally between the parties. The Arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding.</p> <p>Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work / obligation under the contract.</p>
	<b>JURISDICTION</b>	<p>The Court of Delhi will have exclusive jurisdiction to entertain the disputes between parties.</p>
4.11	<b>Award Criteria</b>	<p>The RECL will award the Contract to the L1 Bidder whose bid has been determined to be substantially responsive and has been determined as the technically qualified and lowest quote evaluated bid provided further that the Bidder is determined to be qualified to</p>

		perform the Contract satisfactorily.
<b>4.12</b>	<b>RECL's Right to Accept any Bid and to Reject any or All Bids</b>	RECL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidder's or any obligation to inform the affected Bidder or Bidder's of the grounds for RECL's action.
<b>4.13</b>	<b>Notification of award</b>	<ol style="list-style-type: none"> <li>I. Prior to the expiration of the period of bid validity, the RECL will place a firm order or notify the successful Bidder, to be confirmed in writing subsequently that his bid has been accepted.</li> <li>II. The notification of Award will constitute the formation of the Contract</li> </ol>
<b>4.14</b>	<b>Signing of Agreement</b>	<ol style="list-style-type: none"> <li>I. The bidder has to sign agreement within 4 weeks of acceptance of PO.</li> <li>II. The bidder will also sign Operational Level Agreement (OLA) along with other existing vendors to ensure smooth operation of respective services provided by them.</li> <li>III. The bidder is agreeable to sign OLA with vendors in future in case the services offered by them overlaps / interactions with the set-up managed by the bidder.</li> <li>IV. The successful bidder will sign these agreements as per stipulation mentioned in this tender.</li> </ol>
<b>4.15</b>	<b>Corrupt or Fraudulent Practices</b>	<ol style="list-style-type: none"> <li>I. The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract.</li> <li>II. RECL will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.</li> <li>III. RECL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.</li> </ol>
<b>4.16</b>	<b>Indemnity Clause</b>	<ol style="list-style-type: none"> <li>I. The firm should sign an indemnity bond to safeguard against any pirated software, equipment, design etc being supplied to the RECL.</li> <li>II. The selected bidder shall indemnify RECL against all third party claims of infringement of patent, 3<sup>rd</sup> party license agreement, trademark/copyright or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof. However maximum value of such claim will be subject to the total order value.</li> <li>III. The IPR for the bidder's technology, methodology, materials etc. shall vest with the bidder and for RECL's concept and end product shall vest with the RECL.</li> </ol>
<b>4.17</b>	<b>FORCE MAJEURE</b>	In the event of either party being rendered unable by Force Majeure to perform any obligation, at any time during the

	<b>CLAUSE</b>	<p>continuance of this contract, required to be performed in whole or in part by the Contractor under this contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts. The term 'Force Majeure' as employed herein, shall mean acts of God, war, hostility, civil riots, fires directly affecting the performance of the contract, floods and acts and regulations of respective Governments of the two parties viz, RECL &amp; the Contractor.</p> <p>Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively.</p> <p>If deliveries are suspended by force majeure conditions lasting for more than 2 months, RECL shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.</p> <p>Time for performance of relative obligation suspended by force majeure shall then stand extended by the period for which such cause lasts.</p>
4.18	<b>Miscellaneous</b>	<p>I. It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.</p> <p>II. Whilst the individual proposals shall be treated in techno-commercial confidence, the proposals will be evaluated by a group, certain members of which may not necessarily be officers of RECL. By responding to this tender, potential suppliers agree to their proposals being examined by this group.</p> <p>III. RECL is a CPSU, and its aims, structure and way of working may differ from that of commercial enterprises. Potential bidders should be aware of the status and environment of RECL, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.</p> <p>IV. Proposed equipments/systems should be based on the requirements and scope of work given</p> <p>V. Warranty and maintenance conditions (including any costs) must be specified for the equipment/systems and other services component proposed.</p> <p>VI. The bidder should provide on-site comprehensive warranty maintenance support services of the systems supplied as mentioned in this tender.</p> <p>VII. The bidder will abide by all the law of land, whatsoever, for execution of the defined scope of work.</p> <p>VIII. Potential bidders are requested to provide a detailed activities time schedule and resource allocations and requirements for all stages which represents the shortest practical time to complete all necessary tasks and meet the obligations of the</p>

		<p>requirements. All significant activities must be indicated, including those associated with the testing, delivery, installation, commissioning and maintenance of systems, key quality assurance and quality certifications.</p> <p>IX. The system shall be tested completely by the bidder prior to being offered for acceptance testing installed in operational status at RECL.</p> <p>X. The bidder shall define detailed acceptance criteria on conjunction with the RECL and the testing procedures should allow for the functional testing, integration testing and formal acceptance of the system by the RECL.</p> <p>XI. Alterations if any in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.</p> <p>XII. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and RECL, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.</p> <p>XIII. The Bidder shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to RECL.</p> <p>XIV. The selected Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to RECL and shall, at all times, support and safeguard RECL's legitimate interests in any dealings with Third parties.</p> <p>XV. RECL reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned purchase order, especially methodology, manpower, infrastructure etc. RECL reserves the right to cancel the purchase order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is canceled then the costs incurred will be born by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from RECL.</p>
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		<p>XVI. <b>Non-Disclosure Clause:</b> The selected bidder shall not, without RECL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECL or get access to in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>XVII. If the selected bidder is not able to fulfill its obligations under the contract, which includes non completion of the work, the RECL reserves the right to accomplish the work through another bidder and EMD / Security Deposit of bidder will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be born by the selected bidder. However the bidder will continue to offer transition services.</p> <p>XVIII. <b>Terms and conditions including any presumptions and/or assumptions offered by the Bidders will not be considered as forming part of their Bid.</b> In case terms and conditions of the contract applicable to the Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in its bid.</p> <p>XIX. RECL may at any time terminate the Contract by giving written notice to the selected Bidder, without compensation to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RECL.</p> <p>XX. RECL may by written notice sent to the selected Bidder, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for RECL's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. RECL reserves the right to elect :</p> <ol style="list-style-type: none"> <li>a. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or</li> <li>b. to cancel the remainder and pay to the selected Bidder an agreed amount for partially completed Services.</li> </ol> <p>XXI. In the event the Bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with RECL , should be passed on the compliance by the new company new Division in the negotiation for their transfer.</p> <p>XXII. The selected bidder automatically agree with RECL for honoring all aspects of fair trade practices in executing the purchase orders placed by RECL</p> <p>XXIII. If the name of the product is changed for describing substantially the same in a renamed form then all techno</p>
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		<p>financial benefits agreed with respect to the original product, shall be passed on to RECL and the obligations with RECL taken by the Bidder with respect to the product with the old name shall be passed on to the product so renamed.</p> <p>XXIV. The bidder shall obtain all statutory, legal, external (other than RECL) permissions which may be necessary for completion of the total scope of the work. RECL however will assist or sign document which may be necessary for execution of the same.</p> <p>XV. The bidder shall have to provide his own maintenance equipment for various types of connectors and other test and measuring equipment to his engineer for carrying out the maintenance as and when required.</p> <p>XXVI. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The bidder shall indemnify and hold harmless the RECL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. The bidder shall not indemnify the RECL to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the RECL.</p>
4.19	<b>TERMINATION CLAUSE</b>	<p><b>Termination for RECL's Convenience</b></p> <p>1 The RECL may at any time terminate the Contract for any reason by giving the bidder 4 weeks of notice of termination.</p> <p>2 Upon receipt of the notice of termination hereof, the bidder shall either immediately or upon the date specified in the notice of termination</p> <p>a) Cease all further work, except for such work as the RECL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition</p> <p>b) Terminate all subcontracts, except those to be assigned to the RECL .</p> <p>c) Remove all bidder's Equipment from the Site, repatriate the bidder's and its Sub bidders' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition</p> <p>3 In the event of the termination of the Contract hereof, the RECL shall pay to the bidder the Price, the properly attributable to the parts of the Facilities executed by the bidder as of the date of termination. However, no consequential damages shall be payable by the RECL to</p>

the bidder in the event of termination.

#### 4 Termination for bidder's Default

The RECL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the bidder,

i) If the bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the bidder takes or suffers any other analogous action in consequence of debt.

ii) If the bidder assigns or transfers the Contract or any right or interest therein in violation of the provision hereof.

##### 1. If the bidder

- a) Has abandoned or repudiated the Contract
- b) Has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than 4 (four) weeks after receiving a written instruction from the RECL to proceed
- c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d) Refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the contract hereof, at rates of progress that give reasonable assurance to the RECL that the Bidder can attain Completion of the Facilities by the Time for Completion.
- e) Have becomes defaulter to comply any law of the land having serious consequences and RECL have received communication / directions from any authority in that respect.

Then the RECL may, without prejudice to any other rights it may possess under the Contract, give a notice to the bidder stating the nature of the default and requiring the bidder to remedy the same. If the bidder fails to remedy or to take steps to remedy the same within four (4) weeks of its receipt of such notice, then the RECL may terminate the Contract

		<p>forthwith by giving a notice of termination to the bidder.</p> <p>2. Upon receipt of the notice of termination, the bidder shall, and either immediately or upon such date as is specified in the notice of termination,</p> <ol style="list-style-type: none"> <li>a) Cease all further work, except for such work as the RECL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean &amp; safe condition</li> <li>b) Terminate all subcontracts, except those to be assigned to the RECL pursuant to paragraph (d) below</li> <li>c) Deliver to the RECL the parts of the Facilities executed by the bidder up to the date of termination</li> </ol> <p>5. The RECL may enter upon the Site, expel the bidder, and complete the Facilities itself or by employing any third party at the risk and cost of the bidder. The RECL may, to the exclusion of any right of the Bidder over the same, take over and use any Bidder's Equipment owned by the Bidder and on the Site in connection with the Facilities for such reasonable period as the RECL considers expedient for the supply and installation of the Facilities.</p> <p>Upon completion of the Facilities or at such earlier date as the RECL thinks appropriate, the RECL shall give notice to the Bidder that such Bidder's Equipment will be returned to the Bidder at or near the Site and shall return such Bidder's Equipment to the Bidder in accordance with such notice. The Bidder shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.</p> <p>6. The Bidder shall be entitled to be paid the Price attributable to the Part of the Facilities executed as at the date of termination and for subsequent period, if any, on written request from RECL, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition and rent of the Bidder's equipment, if any, used by the RECL. Any sums due to the RECL Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Bidder under this Contract.</p> <p>7. In calculating any money due from the RECL to the Bidder, account shall be taken of any sum previously paid by the RECL to the Bidder under the Contract, including any advance payment paid pursuant to Terms of Payment hereof.</p>
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<p><b>4.20</b></p>	<p><b>No suspension of Work</b></p>	<p>The obligations of the RECL and the Supplier shall not be altered by reasons of conciliation/ arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the Supplier shall continue to be made in terms of the contract.</p> <p>Subject to the above including the sub-clauses that is pending conciliation or arbitration on any issue between the RECL and the Supplier, it shall be agreed that the RECL shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the RECL from the outside agency for the default of the Supplier in respect of any item for which such conciliation or arbitration as stated above is pending and the Supplier shall jointly and severally be liable to pay such amount or amounts immediately on receipt of such demand from the RECL without demur, and in case of the award in such arbitration is given by the arbitrators in favour of the Supplier, then the amount/s under the award shall be refunded to the supplier, as the case may be by the REC, immediately on receipt of such award, if not challenged in a court of law.</p> <p><b>Risk Purchase Clause</b></p> <p>Notwithstanding what is stated above, it shall be agreed that the supplier (for the purpose of this clause who shall include the implementation partner) shall be responsible to RECL for implementation of the project and the supplier and implementation partner shall be jointly and severally liable for all claims of RECL not more than the contract value in respect of the work done or to be done by RECL from outside agencies for the default of the supplier or implementation partner as the case may be, till the termination of the contract by RECL under clause 4.19). This clause may be invoked during the period of project implementation and maintenance period with effect from the date of signing of the contract</p> <p><b>Default: Means non performance /no response w.r.t the assigned task within 21 days of the receipt of the written query/ reminder from the RECL sent through e-mail/ fax/ letter.</b></p>
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## RESPONSIBILITIES MATRIX

TABLE – A

### Primary Responsibility of RECL

S. No	Activity	Primary Responsibility
1	Placement of Purchase Order	RECL
2	Carrying out Testing	RECL
3	Issue of Joint Acceptance Certificate	RECL
4	Payment to Bidder	RECL

### Primary Responsibility of Bidder

S. No	Activity	Primary Responsibility
1	Schedule For Testing	Bidder
2	Safe Delivery of Equipments	Bidder
3	Installation, Commissioning & Integration of Equipments	Bidder
4	Submission of Invoice with proper relevant documents	Bidder
5	Warranty support as per terms	Bidder
6	Maintenance of DR set-up for 1 year	Bidder
7	Training of RECL nominated staff	Bidder

**SECTION V**

**ANNEXURES**

**(BOTH - ONLINE and HARDCOPY)  
Response Form**

(On the letter head of the firm submitting the response document)

**Note : Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the authenticity and correctness of the information.**

**PART – A**

**S.No. Description Details (To be filled in by the bidder to the Tender)**

Name of the Company

2.0 Official Address

2.1 Phone No. and Fax No.

2.2 E-Mail address

2.3 Web Site Address

3.0 Contact Person

4.0 Contact Person Address

5.0 Contact Person Mobile Number

6.0 Contact Person E-Mail

**BID FORM  
(Technical Bid)**

(To be submitted on the firm's letter head and signed by an authorized person)

To

The AGM(IT)  
Rural Electrification Corporation Ltd.  
Core-4, SCOPE Complex, 7 Lodhi Road  
New Delhi 110 003

Ref: Bid document No.

Dated: \_\_\_\_\_

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply to supply, install, commission, train and maintain goods and provide services as per the schedule of requirements of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the bidding documents.

If our bid is accepted, we will submit a bank guarantee for the sum equivalent to 15% of the Contract Price valid for a period of 38 months and as per PBG clause of this tender for the due performance of the Contract, in the form prescribed by the Rural Electrification Corporation Limited

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

1. We declare:

i) that we have a team of technically qualified engineers and have state-of-the-art infrastructure.

ii) that our premises are equipped with all the facilities specified in the document.

2. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Financial Bid.

3. We enclose herewith the complete Technical Bid as required by you and as specified in Section III clause 3.8.

4. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.

5. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable by duly attested by the person authorized to sign the bid document)

6. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of

Signature of Bidder

Details of enclosures.

Full Address:\_\_\_\_\_

Telephone No.\_\_\_\_\_

Telegraphic Address:\_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail

COMPANY SEAL

**BID SECURITY FORM (EMD)**

To,

The AGM(IT),  
Rural Electrification Corporation Limited,  
Core 4, Scope Complex, 7 Lodi Road,  
New Delhi – 110 003

Ref: Bid Document No. \_\_\_\_\_

Sir,

Having examined the bidding documents, we, the undersigned, offer to supply, install, commission, train and maintain goods and provide services as per the schedule of requirements of the tender and in conformity with the said bidding documents.

We hereby submit a bid security / earnest money deposit of Rs ----- as per the tender terms and conditions vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ favouring \_\_\_\_\_

Dated this day of 2011

Signature of Bidder

Details of enclosures.

Full Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Telegraphic Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

COMPANY SEAL

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**Rural Electrification Corporation Limited  
Core-4, SCOPE Complex,  
7, Lodhi Road,  
New Delhi**

Dear Sir,

In consideration of **Rural Electrification Corporation Limited Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi**

**(hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender under specification No. \_\_\_\_\_ dated \_\_\_\_\_ M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the “Tenderer”) who wishes to participate in the said tender for \_\_\_\_\_ have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) valid upto \_\_\_\_\_ on behalf of the Tenderer in lieu of cash deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.**

We, the \_\_\_\_\_ Bank, \_\_\_\_\_ Place, New Delhi a body corporate constituted under Banking Companies Acquisition and transfer of undertakings Act, 1970 having its Head Office \_\_\_\_\_, do hereby unconditionally and irrevocably guarantee and undertake to pay to th“Owner” immediately on demand without any demur reservation protest, contest and recourse to the extent of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). Any such claims/demands made by the said “Owner” on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the tenderer.

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 on receiving instructions from \_\_\_\_\_ on whose behalf of this guarantee is issued.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and our guarantee shall remain in force upto \_\_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with previous consent of the owner in writing and agree that any changes in the constitution of the said tenderer of the said bank shall not discharge our liability hereunder.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2011 at \_\_\_\_\_.

Witness  
(with name and official address)

1.

2.

Signature  
Name  
(Designation with bank stamp)

Power of Attorney No.

**PERFORMANCE SECURITY FORM**

Ref. No.      Bank Guarantee No

Dated

To,  
Rural Electrification Corporation Limited  
\_\_\_\_\_  
\_\_\_\_\_  
India

Dear Sirs,

1 In consideration of Rural Electrification Corporation Limited Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi

(hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and REC having agreed that the Contractor shall furnish to ONGC a performance guarantee for Indian Rupees/US\$ ..... for the faithful performance of the entire contract.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by REC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by REC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that REC 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 and notwithstanding any security or other guarantee that REC may have in relation to the Contractor's liabilities.

4. The Bank further agrees that REC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in REC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of REC or any indulgence by REC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of REC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till REC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of REC or that of the Contractor.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures) \_\_\_\_\_ [Indian Rupees/- (in words) \_\_\_\_\_] and our guarantee shall remain in force until \_\_\_\_\_.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of REC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of REC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this ..... day of ..... 2011 at .....



**(BOTH - ONLINE and HARDCOPY)**

**UNDERTAKING ON COMPLIANCE OF TECHNICAL SPECIFICATIONS AND TENDER  
TERMS & CONDITIONS**

**(To be submitted on the bidder's letter head duly signed by the authorized signatory)**

I/We hereby undertake that I/we have read, studied and understood the technical specifications (Section I, Section II, scope of work) and tender terms and conditions completely.

I/We hereby undertake that we shall comply with the technical specifications and tender terms and conditions and there are no deviations of any manner in this regard from my/our side.

I/We hereby undertake to provide uninterrupted and timely support for the supplied systems/sub-systems including spare parts during the warranty period of 3 years. After the warranty maintenance of three years, if RECL decides to go in for in-house maintenance of systems or through a third party, I/We shall supply the spares to RECL or a party designated by them. In case of the item/spare part being not available due to any reason the I/we shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL. I/we also commit to undertake to provide on-site comprehensive maintenance for a further period of 3 years at the discretion of RECL.

I/We hereby undertake to agree execute the purchase order with bill of material as equal and/or super-set and/or sub-set of technically qualified accepted equipments/products/systems and subsystems, items of their brands and models for the entire range of equipments/products/systems covered in the tender document of the tender for the prices specified in price schedule by me/us in Annexure G.

I/We hereby undertake that we shall comply with the section – II scope of work and requirements and there are no deviations of any manner and/or sort and/or form in this regard from my/our side. I/We hereby undertake that my/our offered bid is not based on any presumptions and/or assumptions and in the case of a failure my/our bid should be summarily rejected.

I/We undertake to be the single point of contact for RECL and shall be solely responsible for all warranties, upgrades, guarantees etc, offered by the OEM and/or partners including consortium partners and system integration and facilities management and for the entire scope of work as per the service levels defined in the tender document.

I/We hereby undertake that I/We shall provide the technical solution as proposed by me/us in the technical design detailed by me/us in our technical bid.

I/We undertake that my/our bid is valid for a period of 180 days from the date of bid opening. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

**Signature of Authorised Signatory**  
**Name of the Signatory**  
**Company Name**  
**Date**  
**Place**  
**Company Seal**

**ANNEXURE - F**

**Proforma of Certificate for Joint Inspection Report after Successful Commissioning of the Equipment**

No.

Dated:

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Certificate of commissioning of equipment (Computer/Server, Networking Equipment, SAN Storage etc.)**

This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in para 2). The same has been installed and commissioned.

- (a) Contract No/ Purchase Order No/ Work Order No.: \_\_\_\_\_ Dated: \_\_\_\_\_
- (b) Description of Equipment / set-up: \_\_\_\_\_
- (c) Date of Commissioning and proving/acceptance test: \_\_\_\_\_

1. Details of equipments/ accessories/ spares/ etc. not yet supplied and recoveries to be made on that account:

Sl. No.	Description	Amount to be Recovered

2. The proving test has been done to our entire satisfaction and users have been trained. The supplier has fulfilled his contractual obligations satisfactorily

OR

The supplier has failed to fulfil his contractual obligations with regard to the following:

- (a).....
- (b) .....
- (c).....
- (d).....

3. The amount of recovery on account of non-supply of equipments, accessories and spares etc. is given under Para No. 2.

4. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier  
Signature.....  
Name.....  
Designation.....

**ANNEXURE –G**  
**Financial Bid**

**Price Schedule**

Amount in INR (₹)

Srl	Item Description	Qty	Unit Price Inclusive taxes	Software Update cost per Year Inclusive Tax	Product Support cost per year inclusive Taxes	Total Price (Inclusive of taxes)
		(A)	(B)	(C)	(D)	E = (A*B)+C+D
1	Oracle Applications 11i ERP End User Licenses. The requirement is as follows: Oracle Financial: 75 Project Management:5 (Price should be module independent)	80				
2	Oracle Database Enterprise edition processor License.	11				
3	Oracle RAC processor licenses.	4				
4	Supply and installation of Oracle Diagnostics Pack for management of ERP application & Database.	6				
5	Supply and installation of Oracle Tuning Pack for management of ERP application & Database.	6				
6	Supply, Installation and commissioning of Load Balancer including integration with existing Load Balancer with 3 years comprehensive on-site warranty.	1				
7	3 years comprehensive on-site maintenance of the Load Balancer after the expiry of the warranty period.	1				
8	Training on DR (Oracle Data Guard)	10				
9	Training on Oracle Diagnostic and Tuning Pack	10				
10	Installation of ERP application at SSC and establishment of Replication mechanism of data and application between DC & DR as per REC policy					
11	Others, if any					
	<b>GRAND TOTAL (G)</b>					

**Note :**

1. Grand total cost should be inclusive of all taxes, duties and levies applicable.
2. TDS will be deducted at source as per rules as applicable.
3. Arrive at L1 bidder and methodology to evaluate the bid is explained at section III of the bid.

**Price Schedule (Tax%)**

Amount in INR ( )

Srl	Item Description	Qty	Tax % (Unit Price)	Tax % ( Software Update cost per Year )	Tax % (Product Support cost per year)
		(A)	(B)	(C)	(D)
1	Oracle Applications 11i ERP End User Licenses. The requirement is as follows: Oracle Financial: 75 Project Management:5 (Price should be module independent)	80			
2	Oracle Database Enterprise edition processor License.	11			
3	Oracle RAC processor licenses.	4			
4	Supply and installation of Oracle Diagnostics Pack for management of ERP application & Database.	6			
5	Supply and installation of Oracle Tuning Pack for management of ERP application & Database.	6			
6	Supply, Installation and commissioning of Load Balancer including integration with existing Load Balancer with 3 years comprehensive on-site warranty.	1			
7	3 years comprehensive on-site maintenance of the Load Balancer after the expiry of the warranty period.	1			
8	Training on DR (Oracle Data Guard)	10			
9	Training on Oracle Diagnostic and Tuning Pack	10			
10	Installation of ERP application at SSC and establishment of Replication mechanism of data and application between DC & DR as per REC policy				
11	Others, if any				

**Note : The Tax percentage of the price quoted in Price schedule at Annexure G may be indicated.**

**ANNEXURE –G(ii)**  
**Mask Financial Bid**

**Mask Price Schedule**

Amount in INR ( )

Srl	Item Description	Qty	Unit Price Inclusive taxes	Software Update cost per Year Inclusive Tax	Product Support cost per year inclusive Taxes	Total Price (Inclusive of taxes)
		(A)	(B)	(C)	(D)	E = (A*B)+C+D
1	Oracle Applications 11i ERP End User Licenses. The requirement is as follows: Oracle Financial: 75 Project Management:5 (Price should be module independent)	80	YES/NO	YES/NO	YES/NO	YES/NO
2	Oracle Database Enterprise edition processor License.	11	YES/NO	YES/NO	YES/NO	YES/NO
3	Oracle RAC processor licenses.	4	YES/NO	YES/NO	YES/NO	YES/NO
4	Supply and installation of Oracle Diagnostics Pack for management of ERP application & Database.	6	YES/NO	YES/NO	YES/NO	YES/NO
5	Supply and installation of Oracle Tuning Pack for management of ERP application & Database.	6	YES/NO	YES/NO	YES/NO	YES/NO
6	Supply, Installation and commissioning of Load Balancer including integration with existing Load Balancer with 3 years comprehensive on-site warranty.	1	YES/NO			YES/NO
7	3 years comprehensive on-site maintenance of the Load Balancer after the expiry of the warranty period.	1	YES/NO			YES/NO
8	Training on DR (Oracle Data Guard)	10	YES/NO			YES/NO
9	Training on Oracle Diagnostic and Tuning Pack	10	YES/NO			YES/NO
10	Installation of ERP application at SSC and establishment of Replication mechanism of data and application between DC & DR as per REC policy		YES/NO			YES/NO
11	Others, if any		YES/NO	YES/NO	YES/NO	YES/NO

**Note: Indicate Yes/No and submit as part of Technical Bid**

**A. EXISTING SET-UP**

RECL has its ISO 27001:2005 certified Data Centre (DC) at NCR, Delhi. The DC is the hub of the MPLS-VPN based REC network connecting all the offices (CO/ZO/PO). The Oracle based ERP application (Application is Oracle Apps 11i, version 11.5.10.2, Database is Oracle 10g, version 10.2.0.5) has been running from the DC capturing transaction at source. The business functions covered under ERP under at present are given below:

- |                             |                      |              |
|-----------------------------|----------------------|--------------|
| 1. Project                  | (2) Loan             | (3) GL       |
| (4) Account Receivable (AR) | (5) Cash Management  | (6) Treasury |
| (7) Purchase and Inventory  | (8) Payroll          | (9) CPF      |
| (10) Accounts Payable (AP)  | (11) Fixed Asset     | (12) Claim   |
| (13) Project Appraisal      | (14) Credit Exposure |              |

The DR site (which is called as per RECL term SSC i.e, Standby Server Centre) is proposed to be at Hyderabad. The

For ERP, different types of instances are maintained using different servers. The details of Hardware systems used for Production Environment at DC are as below:

## DATA CENTRE

Type	Instance	Make	Model	Area of Use	Remark
Server	Production	IBM	P5550 (2 core)	Application Server	The 2 application servers are configured under cluster using HTTP Load balancer with active-active failover.
Server	Production	IBM	P5550 (2 Core)	Application Server	
Server	Production	IBM	P5550 (2 Core)	Database Server	The 2 Data Base servers are to be configured under Oracle RAC environment with active-active failover.
Server	Production	IBM	P5550 (2 Core)	Database Server	
Server	Quality	IBM	P5520 (2 core)	Application Server	The 2 application servers are configured under cluster using HTTP Load balancer with active-active failover.
Server	Quality	IBM	P5520 (2 Core)	Application Server	
Server	Quality	IBM	P5520 (2 Core)	Database Server	The 2 Data Base servers are to be configured under Oracle RAC environment with active-active failover.
Server	Quality	IBM	P5520 (2 Core)	Database Server	
Storage	Cisco	Cisco	MDS 9124	SAN Storage	Connected to the server firm through Fibre SAN Switch
Load Balancer	Cisco	Cisco	C6504-E	HTTP Load Balancer	This is being used for dual purpose, load balancer and management switch.
Backup software	IBM	IBM	Tivoli	Backup of apps & data	Backup is taken on both tape library & disk

## SSC CENTRE

Type	Make	Model	Area of use	Remark
Server	IBM	P5520	Application Server	Single node
Server	IBM	P5520	Data Base server	Single node with sufficient storage space

## COMMUNICATION

Type	Make	Model	Description	Remark
Router	Cisco	C3845	P2p link	At DC
Switch	Cisco	C3750	Distribution switch	At DC
Router	Cisco	C3845	P2p link	At SSC
Switch	Cisco	C3750	Distribution switch	At SSC
Link		128 Kbps	P2p link	Primary p2p replication link
Link	Airtel	512 Kbps	MPLS VPN Link	SSC link which will be used as Standby Replication link on shared basis in case of emergency.

**OTHERS**

Type	Make	Description	Area of Use	
Replication	Oracle	Oracle data Guard	Replication of data	
License	Oracle	Oracle RAC licenses	No of licenses=2	To be used as in Production and Quality instance (Database)

**STATUS AT SSC**

Srl	Description	Status
1	Civil work	Completed
2	Server delivery	Completed
3	Server installation	Completed
4	Application installation	Pending
5	Replication Mechanism	Pending

**B. REQUIRED SPECIFICATION**

**I. Load Balancer**

Technical Specification of Load Balancer:

S.No.	Description	Specification
1	Max Concurrent session	> 10,00,000
2	L4 Connections/Sec	> 80,000
3	L7 Requests/Sec	> 40,000
4	Dos Protection(SYN/Sec)	> 1,200,000
5	Application Throughput	> 800 Mbps
6	SSL Connections / Sec	> 5000
7	SSL Throughput	> 500 Mbps
8	SSL Concurrent Sessions	> 100
9	Pre-Equipped Ports	10/100 Ethernet ports = 4 Gigabit ports = 4

**The Load Balancer should be rack mountable and rack mountable kit, if any, required for the purpose is to be accounted for in the offer and supplied.**

The proposed Load Balancer (LB) is to be installed at DC and to be configured as active-active standby with the existing Load Balancer in such a way that one LB will act as failover of the other. It is the sole responsibility of the bidder to configure the entire set-up including that of required configuration of the existing set-up also. The required change in physical connectivity of the existing set-up will also be the responsibility of the bidder. The failover is to be seamless and automatic.

<b>Srl</b>	<b>Item Description</b>	<b>Qty</b>
1	Supply, Installation and integration of Load Balancer with Software Update License & Support with 3 years comprehensive on-site warranty.	1
2	3 years comprehensive on-site maintenance of the Load Balancer after the expiry of the warranty period.	1

## **II. Oracle technology Licenses**

<b>Srl</b>	<b>Item Description</b>	<b>Qty</b>
1	Oracle Database Enterprise edition processor License with update and support	11
2	Oracle RAC processor licenses with Software updates and support.	4
3	Supply and installation of Oracle Diagnostics Pack for management of ERP application & Database with update and support	6
4	Supply and installation of Oracle Tuning Pack for management of ERP application & Database with update and support	6

## **III. Oracle End-user Licenses**

<b>Srl</b>	<b>Item Description</b>	<b>Qty</b>
1	Oracle Applications 11i ERP End User Licenses <ul style="list-style-type: none"> <li>• Oracle Financial</li> <li>• Projects</li> </ul>	75 5

## **IV. Training**

<b>Srl</b>	<b>Item Description</b>	<b>No of participants</b>
1	Training on DR (Oracle Data Guard)	10
2	Training on Oracle Diagnostic and Tuning Pack	10

## Bidder Help Manual for E-Bidding

### HELP LINE TO VENDORS

#### CONTACT:

#### Helpdesk Nos.

Phone : 011-49424365

#### Other Contact Numbers:

1. Shri Ajit Kotia, Deputy Manager(IT) – 9899364978
2. Shri K.Venugopal ,Manager(IT) - 9899896426
3. Shri Abhijit Saha, Deputy General Manager(IT) – 9899034655
4. Shri P. K. Mukhopadhyay, Additional General Manager(IT) – 9899975187

### Step 1

#### Registration Process

Website address: [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)

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

### STEP 2

#### Participation

Vendor should login with his USER ID and PASSWORD

- After Successful entry into the application click on hyperlink “**Un Applied**”.
- By clicking on hyperlink “**UnApplied**” you can see the latest tenders which are floated and other details relevant to tender.
- On this screen (**UnApplied**) you will find various gif’s on the left hand side. Click on “**Edit form**” gif and see all the documents attached. Please download these documents and go through them.
- Once you have gone through the entire tender document and you wish to participate in the tender click on “**Request Tender Form**” gif. And Then click on “Submit”.
- Now once you have requested for tender documents click on “**In Progress**” stage. You can see the status as “**REQUESTED**”.

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

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

Note:-

- 1) You should not change the file name of any Excel file.

2) You should only key in the values in blue cells only.

### STEP 3

#### Submission

Vendor should prepare the scanned copy of DD (EMD)

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

Reminder:

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

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

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

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

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

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

#### Section 1.02

#### Section 1.03 Attachment of general document to a particular tender

Go to tender Documents screen of that particular tender

Go to [Click here to Attach General Documents](#) –Additional documents can be optionally Uploaded General Document Summary sheet will appear.

2. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
3. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.

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

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

NOTE :

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

- A) **Technical Sheet**
- B) **Cost Sheet or price bid**
- C) **EMD details**

i) Once you fill the above documents only then you will be able to submit the tender by clicking on the "[Submit the Tender Form](#)" button before the tender closing date and time.

### STEP 4

#### Acknowledgement

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

**STEP 5  
OPENING**

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

**Note:**

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