

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

No. ALM/001/2009-10

Notice Inviting Tender

For

Supply, Design, Development, Customization, Installation, Configuration, Integration, Testing, Commissioning, Training and One year On-Site Warranty Maintenance of Asset & Liability Management Software including on-site Hand holding and minor refinement, additions in the software at RECL, Corporate Office, Core 4, Scope Complex, Lodi Road, New Delhi – 110 003.

- (i) Date of Release of Tender : 17th July 2009
- (ii) Last Date of Collecting Tenders : 06th August 2009
- (iii) Last Date for Submission of Bids : 06th August 2009
Time : Up to 1100 hours
- (iv) Date of Opening of Bid : 06th August 2009
Time: 1130 hours.

Cost of Bid Document: Rs. 500/-



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

Bid Document No. : ALM/001/2009-10

Date of Issue : 17th July 2009

Fill in the Following Details :

1.Name& Address:.....
Of the Firm
.....
.....

2. Name of the Authorized Signatory(ies):

Important Notice:

1. An incomplete and/or ambiguous and/or late response is liable to be ignored/ summarily rejected.
2. To aid the Bidders in submitting complete offers, a checklist is included in the bid document (Annexure - A). The bidders must fill this and submit along with their bids.
3. The bidder must attest with seal the original bid document as an acceptance of the RFP terms and conditions and submit the same along with the technical bid. In case of a non-compliance the bid is liable to be ignored/ summarily rejected.
4. Bidders can also download this bid document from the RECL web site viz. <http://www.recindia.gov.in> or <http://www.recindia.com> however for a downloaded bid document the cost of bid document viz. Rs 500/- only is required to be submitted along with the EMD separately in the form of a Demand Draft/ Banker's Cheque payable to 'The Rural Electrification Corporation Limited, New Delhi' drawn on any scheduled commercial bank payable at New Delhi.

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SECTION - I

INVITATION TO BID

OBJECTIVE

Sealed bids in two parts, Part 1 : Earnest Money Deposit (EMD), Documents named as “Eligibility Criteria” & Technical Bid and Part 2 : Financial Bid valid for 180 days are invited from Software Implementers representing OEMs/ OEM of Asset & Liability management software with proven capabilities for **Supply, Design, Development, Customization, Installation, Configuration, Integration, Testing, Commissioning, Training and One year On-Site Warranty Maintenance of Asset & Liability Management Software including on-site Hand holding and minor refinement, additions in the software at RECL, Corporate Office, Core 4, Scope Complex, Lodi Road, New Delhi – 110 003**, to seamlessly integrate with ORALCE 11i E- Business Suite ERP.

ERP Implementation at REC

- a) The corporation has implemented Oracle based ERP application (ver 11i) to automate all major functional areas. The scope of operation includes all the offices of the corporation 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.
- b) The corporation has implemented the following modules to automate different functional areas:
 - i) Oracle Financials: GL, AP, AR, CM, FA, Purchasing, Inventory Management etc

- ii) Payroll & CPF
- iii) Loan & claim
- iv) Project Management: This has 5 sub-modules viz. Transmission & Distribution T&D, Generation, Rajiv Gandhi Gramin Vidyutikaran Yojana (RGGVY), Internal Co-operation & Development (IC&D), Short Term Loan (STL)
- v) Treasury. This includes Institutional bond, Retail Bond, Foreign loans etc
- vi) Misc modules like Project Appraisal, Exposure Limit

The modules mentioned above are either standard Oracle Apps modules or Customized modules developed by the implementation vendor as per requirement of REC. All these modules consist of both the standard oracle processes as well customized processes developed by the implementation vendor as per requirements of REC. The extent of customization of each module depends on the requirement and varies from fully customized (Project Appraisal, Exposure Limit) to large extent (for Loan) to minimum (for GL).

- c) The application has been implemented following Oracle's standard implementation procedure viz:
 - i) AS-IS process study
 - ii) TO-BE design process
 - iii) Gap Analysis
 - iv) Functional Design Document – Identifying Customization Requirements
 - v) Development
 - vi) Conference Room Pilot I – individual module testing
 - vii) Conference room Pilot II – Integration Testing
 - viii) User Acceptance Testing
 - ix) Final Data Migration
 - x) Go-Live

- d) In addition to implementation of the application, REC also initiated activities to set up appropriate ICT infrastructure across the corporation, which includes:
 - i) Establishment of a full fledged Data Centre (DC) on co-location basis. The DC should at least comply to Level – III standard
 - ii) Establish a MPLS-VPN based WAN connecting all the offices of the corporation (CO/ZO/PO) mentioned in clause 1.
 - iii) Establish Local Area Network at all offices. The CO-LAN at Corporate Office & Annex already existed.
 - iv) Establish appropriate IT related policies, like ISMS policy, BCP & DRP policy etc to ensure security, continuity of operation etc
 - v) Implement adequate security at all level to ensure secure transaction of the application.

- vi) Establish appropriate support system to ensure smooth operation
 - 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.
- e) REC has been working with the following implementation vendors for implementation of above:
- i) M/s Tata Consultancy Services – ERP application vendor
 - ii) M/s HCL Ltd. – ERP server Vendor
 - iii) M/s Bharti Airtel Ltd – Network Vendor
- f) The primary objectives of implementing such enterprise-wise application is to:
- i) To Increase the speed of approval process and movement of information
 - ii) To maintain a centralized database consisting of all information and integrate all the business functional areas so that the latest information is always available to the employees of the organization. This will also ensure accuracy, completeness and consistency of the business information
 - iii) To re-engineer the existing process to establish best process/ practices
 - iv) To enable management to respond quickly to market changes with informed decision based on timely and accurate information.

The project is expected to meet the above objective through ERP. This is expected to transform REC to global standard organization and in line with mission and vision of corporation.

Clause	Heading	Description/ Details
1.0	Major Components of work	<p>1.0.1 Supply, Design, Development, Customization, Installation, Configuration, Integration, Testing, Commissioning, Training and One year On-Site Warranty Maintenance of Asset & Liability Management Software including on-site Hand holding and minor refinement, additions in the software at RECL, Corporate Office, Core 4, Scope Complex, Lodi Road, New Delhi – 110 003.</p> <p>The proposal envisages:</p> <ul style="list-style-type: none"> a. Design, Development, Customization, Installation, Configuration, Integration, Testing, Commissioning, Training of Asset & Liability Management Software at RECL, Corporate Office, Lodi Road, New Delhi – 3

Clause	Heading	Description/ Details
		<ul style="list-style-type: none"> b. Seamless Integration of ALM Software with Existing Oracle 11i based ERP. c. One Year On-Site Warranty Maintenance including on-site Hand holding and minor refinement, additions of Asset Liability Management Software from the date of acceptance at RECL, Corporate Office, Lodi Road, New Delhi - 3 d. Training of RECL nominated officials as specified in the tender document.
1.1	Major responsibilities of the bidder shall include	<ul style="list-style-type: none"> 1.1.1 Supply, Design, Development, Customization, Installation, Configuration, Integration, Testing, Commissioning, Training and One Year On-Site Warranty Maintenance of Asset & Liability Management Software with on-site Hand holding and refinement, additions in the software as per clause 1.0 above. 1.1.2 Seamless Integration of ALM Software with Existing Oracle 11i based ERP. 1.1.3 System Integration and system tests (load/availability testing, penetration testing etc.) by qualified and trained engineers/personnel to implement the overall functional requirement ALM software. 1.1.4 Provide training to Technical and support team and other Officers as required by RECL for the installation, configuration, commissioning, Integration, monitoring, troubleshooting of software (ALM, Operating System, Database etc) and various equipments/ products, administration & other aspects of the supplied equipments and products . In addition the following training with OEM official curriculum and OEM official training material for each participant . <ul style="list-style-type: none"> a) Asset Liability Management Software b) For any and/or all of the trainings above the number of officials (RECL nominated participants) may vary, and the training needs to be conducted at the convenience of RECL which may require splitting of participants across different batches. This may include conducting the training on RECL

Clause	Heading	Description/ Details	
		<p>designated holidays (including Saturday & Sunday and thereby splitting the entire course curriculum across one or more weekends as per the convenience and sole discretion of RECL). The training venue should be at National Capital Territory of Delhi only.</p> <p>c) RECL at its sole discretion and option may decide and accordingly place a work order for training(s) for its nominated officials / participants on paid basis as per the prices quoted by the bidder for respective training(s) in this RFP's price schedule. However, Irrespective of the RECL's right to exercise the said option at its discretion in full or part thereof the bidder shall conduct , provide and impart operational, troubleshooting & administration training for all the software, equipments and products supplied, installed & commissioned by them along with the required training manuals/ documentation to RECL nominated officials/ participants (maximum 10) at the discretion and convenience of RECL and no separate payment in this regard shall be made by RECL i.e. the bid price shall be deemed to be inclusive of all such expenses along with all duties, levis and taxes etc.</p>	
1.2	Eligibility Criteria/ Pre-qualification	Criteria	Documents Required
		1.2.1 The bidder should have been in operation in India for a period of at least 3 years as on the last date of bid submission, as evidenced by the "Certificate of Incorporation and Certificate of Commencement issued by the registrar of Companies".	Certificate of Incorporation and commencement
		1.2.2 The bidder shall be the single point of contact for RECL and	Self undertaking

Clause	Heading	Description/ Details
		<p>shall be solely responsible for all warranties, upgrades and guarantees etc. offered by the OEM An undertaking to this effect should be submitted by the bidder.</p> <p>1.2.3 The bidder should have at least one year experience in implementation of Asset & Liability management software and integration of same with Oracle ERP. (Attach documentary proof)</p> <p>1.2.4 The bidder should have average turnover of at least Rupees Thirty Two Lac (Rs. 32 Lac) during the last three years in IT related operations each year as evidenced by their audited balance sheets. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns or parent company etc. Attach audited balance sheet for the last three financial year(s).</p> <p>1.2.5 The bidder should be authorized channel partner (In case of non-OEM being the bidder) and also authorized service provider for all the products to be supplied as per schedule of requirements section II and list of item as per Price schedule complying to scope of work with an experience of successful implementation of at least one project in India involving supply, commissioning & maintenance of all or major part of ALM software of total order value of at least Rs 32 Lacs (Rs Thirty Two Lacs). Attach documentary proof for the same. The proof should be applicable to bidder</p>

signed by authorized official

Attach copies of work orders

Audited Balance sheet/ Certificate from statutory auditor

Certificate from OEM(s), Order copies, certificate from the client etc

Clause	Heading	Description/ Details	
		<p>and not for its and/or their sister concern/ subsidiary company or parent company .</p> <p>1.2.6 The bidder should have been providing on-site warranty maintenance including hand holding and software refinement, addition service to at least one client in India in any year during the last three years. Attach documentary proof.</p> <p>1.2.7 The bidder should be a CMM or equivalent certified company. Attach documentary proof.</p> <p>1.2.8 For requirements as specified in 1.0 above the bidder should have an operational office / facilities in NCR with skilled software developers and server support engineers.</p> <p>1.2.9 Bid should accompany an earnest money deposit of Rs 50,000/- (Rupees Fifty Thousand only) in the form of a demand draft as per Annexure-C drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial bank payable at New Delhi.</p> <p>1.2.10 In case the bid document is downloaded from the web-site, the Bid should accompany an application money deposit of Rs 500/- (Rupees Five Hundred 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>1.2.11 Tenderers requesting tender document through post should include additional amount of Rs 100/-. Mailing of tenders will be</p>	<p>Copy of the valid certificate</p> <p>Attach Undertaking</p> <p>EMD as mentioned</p> <p>Demand Draft as mentioned</p>

Clause	Heading	Description/ Details
		<p>wholly at the risk of the Tenderers and REC limited will not be responsible for any postal delays.</p> <p>1.2.12 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>1.2.13 The bidder should submit valid Article of Association/ Partnership deeds etc as issued by any Registrar of Companies in India.</p> <p>1.2.14 In pursuance to CVC Office Order No. 75/12/04 dated 24th December 2004 the bidder's must note that "A firm which has been engaged by the PSU to provide goods or works for a project and any of its affiliated will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project." Enclose an undertaking to this effect</p> <p>1.2.15 The bidder must fulfill the above eligibility criteria/ pre-qualification conditions. Technical bid of bidders fulfilling the pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bid(s) of</p>

Clause	Heading	Description/ Details
		<p>bidder(s) not fulfilling the pre-qualification conditions given above shall be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.</p> <p>1.2.16 RECL reserves the right to verify/confirm all original documentary evidence submitted by bidders in support of above mentioned clauses of eligibility criteria.</p>
1.3	Preparation of bids	<p>I. Eligibility Criteria Documents, Technical Bid, Earnest Money Deposit, application money and Financial Bid should be put in separate envelopes duly sealed. The content on the envelope, bidder's name & address should be clearly marked on the top of the sealed envelopes. All these envelopes should be put in a single envelope, duly sealed, with the content, bidder's name & address should be clearly marked on the top.</p>
1.4	Bid Submission	<p>The bids complete in all respects addressed to the Chief Manager (F&A), should be submitted into the tender box kept at the RECL reception for this purpose at the following address latest by 1100 hours (IST) on 06th August 2009. RECL does not own any liability if the bid 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>
1.5	Bid Opening	<p>The Outer Sealed Single envelope as per clause 1.3 will be opened in the Board Room of RECL, Core-4, SCOPE Complex, 7 Lodi Road, New Delhi – 110 003 on the same day (last date of submission of the Bid) at time mentioned on cover page in presence of the bidders who choose to be present. The EMD and Application Money, if any envelopes shall be opened at the first instance and Eligibility Criteria Documents & Technical Bid of only those bidders would be opened whose EMD and application money, if applicable, are found to be in order. Opening of financial bid will be informed later only to the</p>

Clause	Heading	Description/ Details
		bidders who qualify the eligibility and technical bids.
1.6	Purchasing Decision	RECL will make its purchasing decision based on the ability of the bidder(s) to meet its vision, mission, long term needs, technical expertise of the bidder(s), delivery capability, customer references and price. However, specific criterion used to evaluate bid response is listed in the Section – III – Instruction to bidders.
1.7	Right of RECL	The RECL 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.

SECTION II

SCHDEULE OF REQUIREMENTS

2.1 Introduction

Rural Electrification Corporation Ltd. (RECL), was incorporated on July 25, 1969 under the Companies Act 1956. RECL is a wholly owned Government of India Public Sector Enterprise. Its main objective is to finance and promote rural electrification, transmission, distribution, generation projects all over the country and providing financial assistance to state agencies etc. RECL is in an advance stage of implementing ERP across the organization.

The Server application is based on a Oracle E-business Suite 11i latest version conforming to the IBM AIX 5.3 based operating systems.

2.2 Functional / Technical Requirements for Asset Liability Management System-

1. Liquidity gap Analysis and Reporting

Ability to generate Structural Liquidity Reports in flexible time buckets and as per RBI/statutory requirements in multiple currencies.

2. Interest rate sensitivity Analysis and Reporting

Ability to generate Interest rate sensitivity Reports as per flexible time buckets and as per RBI/statutory requirements.

3. Short Term cash – Flow Statement

Ability to generate forecasted cash-Flow statement as per RECL requirement and statutory compliance.

4. Short Tem Dynamic Statement

Ability to generate short tern dynamic statement as per RECL requirement and statutory compliance.

5. Value at Risk Analysis and Reporting.

6. Earning at Risk Analysis and Reporting.
7. Net Interest Income / Net Interest Margin Analysis and Reporting.
8. Duration / Modified Duration Analysis and Reporting.
9. Loan Assets/ Other assets Reports – Ability to do analytics and generate various Reports at Account level related to Loan Assets and other Assets / Investments.
10. Borrowings / Other Liability Reports – Ability to do analytics and generate various Reports at Account level related to Borrowings and other liabilities.
11. Scenario Analysis / Forecasting / projections on various parameters related to Loan Assets, Borrowings, Income, Expenses, Profit and Loss account and Balance sheet.
12. Data Validation and consistency for extracted data to generate correct Reports.
13. Ability to highlight exception in reports and ability to report across products, currencies and business units.
14. Flexibility and control in product categorization and aggregation.
15. Ability to generate MIS reports related to weighted Average cost of Borrowings, lending and other reports as per the requirement of RECL related to Loan assets, Investments and other assets and Borrowings and other liabilities.
16. Ratio builder and Analysis, comparative analysis, trends etc.
17. The present requirement for ALM users will be approximately 5 users

2.3 Indicative Schedules

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

Major Activities

Sr. No	Milestone	Data (Incremental Weeks)
1	Placement of Purchase Order	T
2	Signing of contract	T + 2
3	Design, Development, Customization, Integration of Software	T + 24
4	Testing of Software	T + 28
5	Training of RECL nominated Staff	T + 26
6	On-site Warranty Maintenance including handholding	One year from the date of

		acceptance of the software
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2.4 Performance standard and Service Level parameters

Availability and uptime requirement of different sub-components are given below:

SL. No.	Description	Availability percentage	in
1	Application Software	99 %	

2.4.2 Must have service to support the following

- a. Maximum 4 hours response time for any reported fault.
- b. Maximum one day resolution time..

2.4.3 The uptime will be calculated on monthly basis both for total uptime as well as maximum response time. The penalty for non-performance by every 0.1 % of the requirement given above will be 1.0 % of the total sub-component cost.

2.4.4 The bidder is required to submit a monthly SLA compliance report. Along with submission of bid, the bidder must also provide a detailed methodology of SLA computation and report preparation including tools that will be used to generate this report.

2.4.5. The bidder has to submit all required reports to monitor and manage the SLA parameters

2.4.6 The bidder should provide backup personnel for handholding in case of absenteeism. Inability to provide backup shall result in levying penalty of Rs 1000/- per day per person.

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	<p>I. The equipments, product and services required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for bids the documents include:</p> <ul style="list-style-type: none"> a) Schedule of requirements – Section – II b) Instructions to bidders – Section – III c) General Terms and Conditions of Contract – Section - IV d) Bid forms and price schedule – Section – V <p>II. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all 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.</p> <p>III. Prior to the detailed evaluation, the RECL will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:</p> <ul style="list-style-type: none"> a) One that limits in any substantial way the scope, quality, or performance of the desired system; and/or b) One that limits, in any substantial way that is inconsistent with the Bidding Documents, the RECL rights or the successful Bidder’s obligations under the Contract; and/or c) One that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive

		<p>bids.</p> <p>IV. 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.</p> <p>V. Bidders are advised to submit bids strictly based on the terms & conditions and specifications contained in the Tender Document and not to stipulate any deviations.</p> <p>VI. Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.</p>
3.3	Preparation of Bids	<p>I. The bids are to be submitted in two separate sealed envelopes</p> <p>II. Envelop One Should Contain Four separately sealed envelopes</p> <ol style="list-style-type: none"> a. Application Money Rs 500/- if downloaded from website. b. EMD sealed separately and super scribed/ marked with words "EMD" on the envelope. c. Eligibility Criteria Document sealed separately and super scribed/ marked with words "Eligibility Criteria" on the envelope. d. Technical Bid sealed separately and super scribed/ marked with words "Technical Bid" on the envelope. <p>III. Envelop Two Should Contain :</p> <ol style="list-style-type: none"> a. Financial Bid sealed separately and super scribed/ marked with words "Financial Bid" on the envelope. <p>IV. The content on the envelope, bidder's name & address should be clearly marked on the top of each of the sealed envelopes.</p> <p>V. All these envelopes should be put in a single envelope, duly sealed, with the content, bidder's name & address should be clearly marked on the top.</p> <p>VI. The bid has to be submitted both in hard copy as mentioned above</p> <p>VII. with proper labeling.</p> <p>VIII. Note :</p> <ol style="list-style-type: none"> a. The bid should be properly indexed. b. 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". c. Unsigned and Unstamped bid shall be summarily rejected.

		<p>d. The bid should be submitted in binding without any loose sheet.</p> <p>e. 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</p>
3.4	Earnest Money Deposit (EMD)	Bid should accompany an earnest money deposit of Rs 50,000/- (Rupees Fifty Thousand only) in the form of demand draft drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial bank payable at New Delhi. Bid without a valid EMD will be rejected outright.
3.5	Application Money	If the bid document is downloaded from website then the Bid should accompany an application money of Rs 500/- (Rupees Five Hundred 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 is not refundable in any case.
3.6	Eligibility Criteria Documents	The eligibility criteria documents as per clause 1.2 section 1 – Invitation for Bid must be submitted along with the Bid. Bid without these documents will be rejected outright.
3.7	Technical Bid	<p>The Technical bid prepared by the bidder shall comprise of the following (Table of Content to be the first page):</p> <ol style="list-style-type: none"> I. 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). II. Details of subcontractors and franchisee agreements thereon, as per serial (ii) above, if any. III. Bidder to give address of their website, if available. IV. Total IT manpower proposed to be deputed for this project along with profile. V. Necessary detailed technical write up highlighting the features of the proposed software solution and systems offered including details of licenses Describe the bidders understanding of the requirement. VI. Provide the Integration details of the proposed software solution with Oracle 11i ERP. VII. Project Management Philosophy with details on progress reporting Mechanism (like testing progress, installation, commissioning, maintenance, On-site Hand Holding, Change Management etc), problem frequency, problem response time, escalation, knowledge repository etc. VIII. Major milestones as identified by the bidder (AS-IS study, To-BE, Gap Analysis, Implementation and Configuration, Integration, CRP1 testing, installation, commissioning etc). IX. Product evaluation kit, technical information, white papers

		<p>etc.</p> <p>X. A detail write-up of the proposed solution along with a power point presentation of the same.</p> <p>XI. Bid Form – Annexure - B</p> <p>XII. Submit the equipment and/or product compatibility sheet (Fully Met, Not Met, Deviations) and the roadmap to meet the gaps to meet the specifications.</p> <p>XIII. Submit the original tender document duly signed and sealed on every page.</p> <p>XIV. The bidder shall offer only single Technical Solution to meet the specifications and scope of work as per the tender document. The supplier should provide necessary documentary evidence supporting the technical specifications of the offered solution.</p> <p>XV. Reports published in journals comparing the offered product with other similar product.</p> <p>XVI. Information on future planned upgrade and compatible products along with the anticipated time frame.</p> <p>XVII. If selected the bidder should provide the same solution i.e. as per XXII above to REC. The bidder should submit an undertaking regarding the same.</p> <p>XVIII. Note:</p> <p>a) The bidder should submit photocopies of the documents which are attested either by self/company or by gazetted officer or notary public, wherever required. Copy of the authority / power to sign and verify the documents on behalf of company or firm should also be attached with the bid.</p> <p>b) Make and model/ version of all software, systems, sub-systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups.</p>
3.8	Financial Bid	<p>I. The financial bid shall indicate the Unit prices / slab prices (wherever applicable) for the software, equipment/ systems/ product and/or services, it proposes to provide under the contract.</p> <p>II. Quoted prices should be firm and inclusive of all software licenses, One year onsite comprehensive warranty maintenance including full software support, software manuals, System and Operating Manuals, excise, sales tax/VAT, service tax, octroi, freight, Packing, forwarding, handling, loading, unloading , insurance, any other tax/charges applicable. The price should also include Installation, configuration, on-site comprehensive warranty maintenance (1 year), commissioning, training (including</p>

		<p>clause 1.1.5) , system integration etc. charges for all software/products and services inclusive of all direct and indirect taxes and all other expenses related with the visits of the Bidder's personnel in connection with the performance of the contractual obligations by the Bidder.</p> <p>III. Prices quoted by the bidder shall be fixed during the bidders performance of the contract and not subject to variation on any account. A bid submitted with an conditional price, quotation will be treated as non-responsive and will be rejected. All prices and other information like discount etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price. Similarly, if there is a discrepancy between the components and corresponding quoted total, the total will be derived from the components and taken for computation of Total Cost of Ownership (TCO).</p> <p>IV. 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 sub-system of the same configuration to any other Department/Organization in India at a price lower than the fixed price for the Purchases, the bidder shall automatically pass on the benefits to the Purchaser.</p> <p>V. Rates should be valid for 180 days from the date of opening of technical Bids.</p> <p>VI. Rates should include One years on-site comprehensive warranty charges, system integration and training as mentioned in this document.</p> <p>VII. The prices shall be for delivery at RECL decided location in NCR including installation/ commissioning and complete operationalization, training and statutory levis, if any.</p> <p>VIII. During the warranty period, besides service/ maintenance of hardware and its peripherals and System Software, all software upgradation, bugs/patches and services shall also be provided at no extra cost.</p> <p>IX. The cost of any other item/services, which are considered necessary for completion of the job, is deemed to have been included in the quoted prices.</p> <p>X. Quoted prices shall also be inclusive of all costs towards carrying out any surveys, site visits by bidder's personnel, boarding, lodging, incidental expenses etc. required for Project work.</p> <p>XI. Though offer of higher warranty/configuration/rating than that is required as per tender specifications, may be</p>
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		<p>accepted, no extra weightage or preference will be given for the same.</p> <p>XII. Notwithstanding clause (v) above, 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.</p> <p>XIII. The bidder must note that RECL will not provide Form-'D'/Form-'C' etc.</p> <p>XIV. The prices shall be for delivery at desired destination/ locations across NCR including installation/ commissioning and complete operationalization and statutory levis, if any.</p> <p>XV. The One year on-site comprehensive warranty maintenance period shall be taken into account, for the software/ from the date of successful installation/commissioning and acceptance by RECL after the successful supply of products at RECL desired destinations by the bidder.</p> <p>XVI. All costs and charges, related to the bid, shall be expressed in Indian Rupees only .</p> <p>XVII. 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>
3.9	Submission of Bids	<p>The bids complete in all respects addressed to the Chief Manager (F&A), should be submitted into the tender box kept at the RECL reception for this purpose at the following address latest by the time & date mentioned at the cover page. RECL does not own any liability if the bid 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>

3.10	Sealing and Marking of Bids	<p>I. The bids shall be submitted as described in clause 3.10 above. The outer envelope containing EMD, Application money, Eligibility Criteria Document, Technical Bid and Financial Bid shall be addressed to The CM(F&A), RECL, CORE-4, SCOPE COMPLEX, 7 LODHI ROAD, New Delhi 110003 mentioning bid no. and date.</p> <p>II. All the outer and inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or delayed.</p> <p>III. Telex, cable, e-mail or facsimile bids will be rejected.</p>
3.11	Deadline for Submission of Bids	<p>I. Bids must be received by RECL at the address given in Section-I 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 its 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>
3.12	Late and Delayed Bids	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 the REC whether to accept or not to accept without assigning reason shall be final and no disputes shall be entertained with regard to exercise of such discretion of REC.
3.13	Bid Opening and Evaluation	RECL will open the bids in the presence of bidders' representatives who choose to attend at the time on the date and at the place specified in Section-I . 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.
3.14	Opening of EMD, Application money, Eligibility Criteria Document & Technical Bid	RECL will open the EMD & Application Money envelope first. In case the EMD and / or Application money (if applicable) are not found in order the bid shall be summarily rejected. Eligibility Criteria Document envelope & Technical Bid envelope of only those bidders will be opened and/or evaluated whose EMD and / or application money (if applicable) are found in order.
3.15	Evaluation of Eligibility Criteria	RECL will evaluate the Eligibility Criteria document at the first instance. In case the Eligibility Criteria Document is not found in order the bid shall be summarily rejected.

	Document	
3.16	Criterion for evaluation of Technical Bids	Technical bid of only those bidders will be evaluated whose EMD, Application money (if applicable) and Eligibility Criteria Documents are found in order.
3.17	Clarification of Bids	<ol style="list-style-type: none"> 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 2 (two working days). 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. 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. 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, for a stated period of time from participation in future RFPs/tenders of RECL. IV. During the evaluation process, as per the project requirements in case RECL desires for selection of new software system based on market trends or for the reasons of technological advances/changes, RECL will ask the eligible bidders and/or technically shortlisted Bidders (as per the current stage of evaluation) to requote 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 clause 3.20 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. V. Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.
3.18	Evaluation of Technical Bid	<ol style="list-style-type: none"> I. Detailed technical evaluation will be carried out pursuant to clause 3.7, and the technical specification mentioned in Section II. 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 all scope, specifications & terms and conditions of the Bidding Documents without material deviations. II. A bid determined as not substantially responsive may be

		<p>rejected by the RECL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p> <p>III. The bidders short-listed by RECL based on evaluation of their technical bids may be called for detailed discussions/presentations.</p> <p>IV. RECL reserves the right to order any subset or superset of the tendered items.</p> <p>V. The technical evaluation committee may at its own discretion decide to carry out surprise inspection of bidder's manufacturing facilities and/or maintenance and support centre(s) to evaluate and ascertain the details as furnished by the bidder in its technical bid, the technical competence to perform the offered services, capabilities, available facilities and resources of the bidder for effective and efficient execution of the project.</p> <p>VI. For technical evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation, equipments, software(s) required, from their organization for interacting with TEC & benchmarking/evaluation team. In case a bidder does not make the required specialist along with proper documentation, equipment and software(s) available, then such defaulting bidder shall be taken off the tender evaluation process and that bid will stand rejected.</p>
3.19	Opening of Financial Bids	<p>I. RECL will open the Financial bids of only those bidders, which have been found to be technically qualified to undertake the job, pursuant to Clause 3.18.</p> <p>II. The Financial Bids of the technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue.</p> <p>III. The date and time of opening of financial bids shall be informed to the technically qualified bidder.</p> <p>IV. 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 read out at the time of opening of financial bids of technically and commercially acceptable bidders.</p>
3.20	Evaluation and Comparison of Bids	<p>I. The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.</p> <p>II. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall</p>

		<p>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 for all the line items as mentioned in the price bid, the highest figure quoted for that line item will be taken for comparison and at the time issuing purchase order, in case the bidder becomes Lowest bidder, the lowest figure quoted in the line item will be mentioned in the PO. In case, compliance of any clause is not specifically mentioned, the same will be treated as deemed compliance .</p> <p>III. The LQ1 will be arrived in the following manner:</p> <p style="padding-left: 40px;">a. Grand Total calculated / arrived at, as specified in the price schedule will be compared for arriving at the LQ1 bidder.</p> <p>IV. It should be noted that 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 & Duties shall be furnished as per price schedule.</p> <p>V. It should be noted that for the purpose of calculation of LQ1 the current tax rate as applicable on the day the tender is due i.e. the last date of bid submission will be used , however the actual payment of applicable taxes will be the date the product is procured or service rendered.</p> <p>VI. 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 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.</p> <p>VII. 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</p> <p>VIII. Bidders shall state their bid price for the payment schedule outlined in the Section 4 Clause 4.9 and as per the price</p>
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		schedule format given in Annexure only.
3.21	Purchase Order and Subletting	<p>I.Keeping in view the RECL-project commitment, RECL reserves the right to evolve a super-set and/or sub-set of technically qualified accepted software/equipments/products/systems and subsystems, items of their brands and models for the entire range of equipments/products/systems covered by Section II of this tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the project requirements from time to time. All bidders shall have to confirm the acceptance for agreeing to the aforementioned condition as a precondition to qualify for the tender for placement of purchase order. Any bidder not agreeing to this condition shall not be eligible for further evaluation of their bids.</p> <p>II.Orders will be placed on the finally selected bidder depending upon the need of RECL and its project requirements.</p> <p>III.The bidder should not assign to any 3rd party, with information in writing to RECL, any part of the contract, or any right, benefit, obligation, or interest therein or there under.</p> <p>IV.Prior to final delivery of items if the bidder quotes, sells or exhibits written intention to sell any software/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 lower 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 pass on the pro-rata benefits to the bidder, if the same have been explicitly given in the financial annexure(s).</p> <p>V.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>
3.22	Special Conditions of Contract	
3.22.1	Total Price	Total Price shall be for the complete scope as per technical specifications as specified in section II, inclusive of comprehensive on-site maintenance including software support, upgradation, patch management etc, all taxes & duties, insurance, any other incidental charges, etc. Zero date for warranty shall start from the

		date of successful completion of installation and acceptance by RECL. Bidder shall be responsible for comprehensive on-site maintenance of the supplied software & services during the entire warranty and Maintenance Support period.
3.22.2	TURN-KEY	This project is to be executed on a TURN-KEY BASIS .
3.22.3	Operating and Environmental Conditions	The equipment shall be suitable for operating under environmental conditions as indicated below, which shall be ensured by the bidder as given below: <ul style="list-style-type: none"> • Power : 230V + 10%, 50 Hz + 3% • Earth to Neutral V : < 5 Volts • Temperature : As per requirement • Relative Humidity : < 80% non-condensing
3.22.4	Site Readiness	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.
3.22.5	Completion Schedule	The bidder shall be responsible for timely installation of the project as mentioned in section II clause 2.3, 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 software in his scope of supply/work.
3.22.6	Delivery & Installation	<ol style="list-style-type: none"> I. All software supplied and installed at site shall be new and conforming to the technical specification II. The bidder shall visit the site in advance and check its readiness for housing and operation of software. The bidder shall also check the ordered components and facilities available on which software will be installed. III. 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 software in working order to RECL's coordinator at site. IV. The bidder shall provide all assistance to RECL for successful installation of ALM Software on the servers in coordination with the ERP vendor. V. On successful completion of the installation, integration and proper tuning of the equipments and products, these shall be handed over to RECL along with all design, implementation documents of the software including source code as applicable. The bidder shall submit the commissioning Report along with software, equipments and products Configuration Report, results of diagnostic tests run etc. to RECL. VI. Zero date for Warrantee will start only after successful

		completion of work as per scope of work mentioned here as per stipulated timelines and signing of Acceptance certificate.
3.22.7	On-site Handholding	<ol style="list-style-type: none"> I. The duration of on-site handholding will be for One years. This will commence immediately after installation, commissioning & acceptance of the equipments as per the scope of work section II. II. The bidder shall ideally deploy minimum one number of qualified personnel on-site for handholding. III. RECL will only provide sitting space and one network connection to RECL at its discretion and the bidder should arrange for all other logistics like telephone/ mobile, desktop/ laptop etc.
3.22.8	On-site Comprehensive Warranty Maintenance Service	One year of comprehensive on-site warranty maintenance for all the software supplied under this contract. This will commence immediately only after successful completion of work and signing of Acceptance certificate.
3.22.9	Training	<ol style="list-style-type: none"> 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. 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. iii. The bidder shall provide original and official curriculum and training material to each participant separately along with one softcopy, if possible.
3.22.10	KEY CONTRACT OR EMPLOYEES	<p>Bidder shall furnish the following information for the key employees assigned for this project</p> <ul style="list-style-type: none"> • Minimum Qualification/Certification as stipulated in qualification chart to perform the job • Bio-data with proper references • Contractor needs to take prior approval for the employee before placing him on the account. • Defined overlap and transition process for any replacement.
3.22.11	Right of Replacement	Bidder should replace the employee only with prior approval of RECL for whatsoever reasons.
3.22.12	Management Reports	<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 the Contractor's delivery of service. At a minimum, these include-</p> <ul style="list-style-type: none"> • Weekly status reports • Monthly SLA attainment reports • Monthly trend reports

		<ul style="list-style-type: none"> • Annual state of the contract report covering all aspects of service delivery for the year and a projected service management plan for the coming year. • Root cause analysis reports for all SLAs and critical service failures and any other major problems.
3.22.13	Root Cause Analysis	<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"> • Explanation of the root cause • Actions taken to resolve the problem • Action plan to prevent reoccurrence, with project plan/tasks required and timing for each major milestone of the correction effort, and identification of RECL's responsibilities in the correction process.
3.22.14	Management of Handholding Jobs	<ol style="list-style-type: none"> I. With a view to Review, Regulate & resolve the various concerns & Issues during Onsite warranty maintenance period a committee of RECL Project Manager & Bidder Project Manager will be constituted. II. The committee will oversee contract execution, resolve priority conflicts, set future direction and participate in the dispute resolution process. This committee will meet on periodic basis and submit the status report to the GM(F&A), RECL. III. The committee will meet on weekly basis. A formal operational charter for the committee will be developed at the first meeting. In case of any dispute the matter shall be escalated in the respective organization as per their escalation matrix. IV. Minor changes, additions and refinements including tuning in the software will have to be carried out by the bidder at no extra cost during One years warranty maintenance period.
3.22.15	SECURITY AND CONDUCT	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.
3.22.16	REPRESENTATIONS & WARRANTIES	<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> <ol style="list-style-type: none"> a) Performance of work will not violate any law, rule or regulation and the bidder will acquire all required permits and licenses. 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.
3.22.17	WORK PRODUCT/ ANTIVIRUS WARRANTY	<p>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.</p> <p>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.</p>
3.22.18	Contractor's Office at site	The Bidder shall maintain an office at the site, at his cost, for his personnel 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 completion of works.
3.22.19	COMPLIANCE OF VARIOUS LABOUR & INDUSTRIAL LAWS	<p>I. 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). If the contractor fails to recover PF the REC shall be entitled the REC shall be entitled to deduct the same from the bills of the contractor in terms of the Employees Provident Fund (and Miscellaneous Provisions) Act 1952.</p> <p>II. 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 & Abolition) Act, 1970.</p> <p>III. The Bidder shall discharge obligations as provided under various applicable statutory enactment's including the Employees Provident Fund & 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 & 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>IV. 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>V. 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>VI. 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>
3.22.20	INSURANCE	Bidder shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the RECL and shall provide the copy of Insurance Policy to REC from time to time.
3.22.21	EMPLOYEES STATE INSURANCE ACT:	<p>I. The Bidder agrees to and does hereby accept full and 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</p>

		<p>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>
3.22.22	WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE	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.
3.22.23	ACCIDENT OR INJURY TO WORKMEN	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
3.22.24	Comprehensive AUTOMOBILE Insurance	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.
3.22.25	Comprehensive General Liability Insurance	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.
3.22.26	ANY OTHER INSURANCE REQUIRED UNDER LAW OR	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.

	REGULATIONS OR BY EMPLOYER	
3.23.27	Safety Regulations	<p>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.</p> <p>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.</p>

SECTION - IV
GENERAL TERMS AND CONDITIONS

Clause No.	Heading	Description/ Details
4.1	Definitions and Interpretation	<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" means benchmarked fully functional equipment(s) and/or product(s) 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, integration, 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" 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. "Day" means calendar day.</p>
4.2	Schedule of Requirements	<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/h/w 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: software/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>
4.3	Acceptance Certificate	<p>I. On successful completion of acceptance test, receipt of deliverables, installation, commissioning, configuration, system integration, endurance test, stabilization period (Commissioning, Live run and a stabilization period of 1 months after live date have been passed off successfully without any problem reported) etc., handing over of all implementation/ development documentation, manuals, source code as applicable etc and after RECL is satisfied with the working and performance of the product(s) , the acceptance certificate (Annexure G) 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 product(s) and all warranties and guarantees shall be deemed to commence from the day of the issue of acceptance certificate.</p> <p>II. The different sub-systems 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	Performance Security/Bank Guarantee	<p>I. The selected Bidder shall furnish performance Guarantee to the RECL for an amount of 15% of the contract value, valid up to acceptance of the software by the corporation. The performance guarantee is to be provided within 15 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.</p> <p>II. 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.</p> <p>III. The performance security shall be in the form of a Bank Guarantee from a Scheduled Bank (Annexure- D) or A Bankers Cheque or Demand Draft</p> <p>IV. In the event of any correction of defects or replacement of</p>

		<p>defective software/equipment during warranty period the warranty of the corrected/ replaced software/equipment shall be effective from the date of replacement.</p> <p>V. 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.</p> <p>VI. If the system fails in Preliminary Acceptance, due to reasons entirely attributable to the Supplier, 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.</p>
4.5	Delivery	<p>I. The software must be supplied in full as per ordered configuration for acceptance. No software with short supply or with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.</p> <p>II. Should any inspected or tested software 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 with in the time schedule as specified by RECL.</p> <p>III. During delivery and/or maintenance period, on sub-system 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>IV. 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>V. Normally, testing and acceptance of the systems will be done at mutually agreed upon location, where it 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>VI. The bidder should deliver, install and commission all the items at specified site without any additional charge. However, it may be noted that all the items technically tested / accepted as per the purchase order shall be delivered as per schedule section II clause.2.3 from the date of purchase order. Any unjustified and unacceptable delay in the delivery beyond the delivery schedule as per purchase order will render the bidder liable for penalty at the rate of 1% (One percent) of order value per week subject to a maximum of ten weeks and thereafter RECL holds the option to cancel the purchase order and forfeit the entire EMD and/or the Security Deposit of the defaulting bidder which may include the deposit made against other deliveries and/or purchase orders, if any. In addition the bidder shall also be liable to pay RECL a cancellation charge of 8.5% (Eight and a Half percent) of the value of unsupplied items. In case of non-payment of cancellation charges RECL reserves the right to realize the same from the security deposits or pending payments of the bidder, if any, already available with them. In such a situation, RECL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting bidder. In case of RECL not deciding on cancellation of purchase order and/or forfeit of EMD and/or Security deposits than RECL may levy lost opportunity cost as a percentage of the total purchase order value over and above the default late delivery penalty as decided by RECL. The same shall be binding on the bidder.</p> <p>VII. In the rare event of non-acceptance of delivery items conforming to specifications and other terms and conditions and no default on the part of the bidder by the RECL site-in-charge, the bidder has to formally inform RECL to avoid delay in delivery schedule. RECL at his discretion may waive off whole or a part thereof of the penalty under these circumstances.</p>
4.6	Installation and Commissioning	<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.2.3, failing which a penalty at the rate of 0.2% (zero point two percent) of purchase order value per day subject to maximum of 10% will be imposed. Thereafter, RECL holds the option to complete the installation work through alternate</p>

		<p>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. For Site Not Ready (SNR) case, bidder requires to submit certificate signed by Project Coordinator to RECL. However, regarding readiness of site, the decision of the 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 Not Ready notice from User/Project Coordinator else it will attract penalty as per clause (II) above, recoverable from Security Deposits.</p> <p>IV. 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>V. 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>VI. 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>VII. The bidder should get insurance of the components till the commissioning by the bidder and acceptance of the same by RECL.</p> <p>III. The supply, transportation, erection and installation of the equipment and interconnections, O/S installation and configuration, LAN/SAN setups etc, required to be completed for commissioning shall be in the scope of the bidder.</p> <p>IX. The bidder shall demonstrate the following scenarios as part of the Installation and commissioning</p> <ul style="list-style-type: none"> a) Successful running of ALM system with ORALCE 11i ERP system and sub-systems b) Failure to demonstrate these scenarios, the supplied equipment is liable to be rejected <p>X. RECL will issue a commissioning certificate on successful installation and commissioning.</p>
4.7	Acceptance	<p>I. RECL will perform acceptance of the entire set up. Failure to fulfill any of the aforementioned conditions, 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> <p>II. Tests</p>

- 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 Software 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 installed under the supervision of RECL by the bidder & shall be tested and commissioned for integrated operation as per approved drawings & functional requirements.
- b. At site, for individual software, 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.
- c. As soon as the installation of individual software 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.
- d. 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 way relieve the bidder from the liabilities in respect of the

		work as a whole. Preliminary tests, however do not involve subject trial runs.
4.8	Warranty Maintenance	<p>I. All components mentioned in the scope of work would be under One Years on-site comprehensive warranty from the date of acceptance at the site, including free upgrades, patches etc</p> <p>II. SERVICE LEVEL CONDITIONS : As per the SLA defined in clause 2.4</p> <p>III. The uptime and penalty calculations shall be as per the section II of the tender document.</p> <p>IV. The vendor should provide backup personnel in case of absenteeism. Inability to provide backup shall result in levying of Rs 1000/- per day per person of penalty.</p> <p>V. Cumulative Penalty amount will be adjusted against the payment to the bidder on quarterly basis.</p> <p>VI. Any software and equipment and product/ system performing below the threshold level at least two quarters in a year, displaying chronic system design or manufacturing defects or Quality Control problem will be totally replaced by the bidder at its cost and risk within 30 (thirty) days from the date of last failure with equivalent new system.</p> <p>VII. In case of a system (Hard disk) failure, bidder will ensure backing up of data from the hard disk and its restoration, while making the system operational, at the site.</p> <p>VIII. The total penalty will not exceed total value of the order. However, in case total penalty exceeds the total value of the order, RECL will have right to cancel the contract, offer the contract to a 3rd party and recover the amount from the bidder.</p> <p>IX. If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the equipment shall be extended by a period equal to the period during which the System or Subsystem could not be used by the RECL because of such defect and/or making good of such defect.</p> <p>X. On completion of the warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of One years for all the equipments. If considered necessary, suitable amount of penalty shall be recovered from the bidder out of either already due payments and/or from their Security Deposit(s), while releasing the Security Deposit. After expiry of warranty, RECL has option at its discretion to enter into Annual Maintenance of the systems as per the quoted price.</p>
4.9	Payment Schedule	<p>I. 25% (twenty five percent) payment of the total value of contract will be made after successful delivery and installation</p>

		<p>of items at site & satisfactory delivery/installation certification by RECL site-in-charge and furnishing of a Bank Guarantee towards performance and support services for an amount of 15% of the total order value valid up to acceptance of the software by the corporation. No part payment of items shall be made by REC.</p> <p>II. 50% (Fifty percent) payment of the total value of contract will be made after successful installation, configuration, commissioning, integration and acceptance at site by RECL on production of jointly signed and sealed installation and acceptance report.</p> <p>III. 15% (Fifteen percent) payment of the total value of contract will be made after successful completion of training and producing a training completion certificate duly signed by RECL site-in-charge/project co-ordinator.</p> <p>IV. 10% (ten percent) payment of the total value of contract will be made on successful completion of on-site warranty maintenance including hand holding as per scope of work considering various SLAs and terms and conditions of the tender document and certification by RECL site-in-charge/project co-ordinator. Deductions towards non-compliance of the SLAs, if any, will be adjusted from the respective quarterly invoice.</p> <p>V. 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>VI. All Payment shall be made in Indian Rupees only.</p> <p>VII. No Advance Payment will be made by RECL on any account.</p> <p>III. CM(F&A), or his nominee would be the Engineer-In-Charge for the work and all bills should be forwarded through CM (F&A) before submitting to payment. The decision of CM (F&A), REC shall be final and binding on the Contractor.</p>
4.10	Earnest Money Deposit	<p>I. The bidder shall have to deposit an EMD as mentioned in Section I and/or Section III, in the form and favour as mentioned above along with their bids. Cheques will not be accepted.</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 as promptly as possible but not later than 45 days after signing of contract agreement with the selected bidder.</p> <p>IV. 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>V. 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 (i) to acknowledge the order in accordance with the terms and conditions.</p> <p>VI. No interest shall be payable on EMD amount, in any case, and/or performance security by RECL.</p>
4.11	Arbitration	<p>I. Mutual Settlement of Disputes</p> <p>Except where otherwise provided for in the contract, all questions and disputes relating to any matter directly or indirectly connected with this agreement shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both the parties.</p> <p>II. Conciliation</p> <p>If the effort to resolve all or any of the disputes through mutual settlement fails, such disputes shall be referred to the conciliator to be appointed by the mutual agreement of both the RECL and the Supplier.</p> <p>III. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.</p> <p>IV. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.</p> <p>V. Arbitration</p> <p>Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract shall be settled between the RECL and the bidder amicably. If however, the RECL and the bidder are not able to resolve their disputes / differences amicably as aforesaid the said disputes / differences shall be settled by Arbitration in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitration shall be governed and regulated in all respect according to Laws of India. The venue shall be New Delhi. The arbitration proceedings shall be regulated and governed by Indian Arbitration and Conciliation Act, 1996, or such modification thereof.</p> <p>VI. Except where otherwise provided in the agreement, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the materials, as to any question,</p>

		<p>claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract, Specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman & Managing Director RECL, and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be Submission to Arbitration under the meaning of the Arbitration Act, 1940 or any satisfactory modification of reenactment thereof for the time being in force, conclusive and binding on all parties of the Contract.</p> <p>VII. Pending reference to arbitration, the bidder shall make all endeavors to complete the work in all respects. Disputes, if any, will finally be settled in the arbitration</p> <p>VIII. The Contract shall be governed in accordance with the Indian laws.</p> <p>IX. There shall be no suspension of work on account of arbitration provided that the obligations of the RECL and the bidder shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration.</p> <p>X. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the arbitration(s) as per the rates fixed by the arbitrator from time to time.</p> <p>XI. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.</p>
4.12	Award Criteria	The RECL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the technically qualified and lowest quote evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
4.13	RECL's Right to Accept any Bid and to Reject any or All Bids	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.
4.14	Notification of award	I. Prior to the expiration of the period of bid validity, the RECL will place a firm order or notify the successful Bidder in

		<p>writing by fax to be confirmed in writing by speed post or hand delivery that his bid has been accepted.</p> <p>II. The notification of Award will constitute the formation of the Contract</p>
4.15	Signing of Agreement	<p>I. RECL will send along with the Purchase Order / work Order to the successful Bidder, the draft Contract Agreement incorporating all agreement terms & conditions between the parties.</p> <p>II. The successful bidder will sign the contract agreement within two weeks of acceptance of the Purchase order / work order.</p>
4.16	Corrupt or Fraudulent Practices	<p>I. The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract.</p> <p>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.</p> <p>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.</p>
4.17	Indemnity Clause	<p>I. The firm should sign an indemnity bond to safeguard against any pirated software, equipment, design etc being supplied to the RECL.</p> <p>II. The selected bidder shall indemnify RECL against all third party claims of infringement of patent, 3rd 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.</p> <p>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.</p>
4.18	FORCE MAJEURE CLAUSE	<p>If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party</p>

		<p>adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.</p>
<p>4.19</p>	<p>Miscellaneous</p>	<ol style="list-style-type: none"> 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. 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. III. RECL is a Government organization, 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. IV. The IPR of any software designed and developed for ALM application of RECL shall rest with RECL. This will not include IPR of COTS product but will include the customization of the same to meet RECL requirements. V. Proposed software/equipments/systems should be based on the requirements and scope of work given in Section II. VI. Warranty and maintenance conditions (including any costs) must be specified for the equipment/systems and other services component proposed. VII. The potential bidder's performance capability and history, overall organization and a proven ability to secure any similar contracts to specification, together with the contents of the proposal, benchmarking of equipments and products/systems, model response, presentations and site visits will be essential elements in the evaluation process, and in the award of the contract. VIII. The bidder is expected to include of proven state-of-the-art components, best practices and techniques in the offered

		<p>solution and implementation if selected.</p> <p>IX. RECL intends that the bidder selected for the supply, installation, integration, commissioning and maintenance of the system shall take complete responsibility for all of the work. The bidder must provide regular status reports in accordance with the Project Management Requirements set out in the tender.</p> <p>X. RECL reserves the right to allocate the contracted work in a staged or phased manner. Potential bidders are requested to submit alternative proposals for the associated productivity/response enhancement tools, where they believe that there are significant differences in the development activities resulting from the productivity tools used.</p> <p>XI. By responding to this tender the potential bidder agrees to take the contractor's role. Where the potential bidder propose the use of third party services in his proposals, the potential bidder should describe the third party, including their role, and the definition of responsibilities and accountabilities.</p> <p>XII. The bidder should provide on-site comprehensive warranty support services for One year after satisfactory installation and commissioning of the systems.</p> <p>XIII. The bidder will abide by all the law of land, whatsoever, for execution of the defined scope of work.</p> <p>XIV. Potential bidders are requested to provide a detailed activities time schedule and resource allocations and requirements for all the stages which represents the shortest practical time to complete all necessary tasks and meet the obligations of the 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>XV. The system shall be tested completely by the bidder prior to being offered for acceptance testing installed in operational status at RECL.</p> <p>XVI. 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>XVII. Alterations if any in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.</p> <p>XVIII. 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</p>
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		<p>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>XIX. 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>XX. 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>XXI. 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> <p>XXII. Non-Disclosure Clause: 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>XXIII. 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</p>
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		<p>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>XXIV. Printed terms and conditions and/or assumptions and/or presumptions etc of the Bidders will not be considered as forming part of their Bid. In case terms and conditions, scope of work 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>XXV. 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>XXVI. 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> <ul style="list-style-type: none"> a. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or b. to cancel the remainder and pay to the selected Bidder an agreed amount for partially completed Services. <p>XXVII. 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>XXVIII. 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>XXIX. If the name of the product is changed for describing substantially the same in a renamed form then all techno 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>
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		<p>XXX. 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>XXXI. Bidder at his own cost shall arrange the clearance of the spare parts, equipment etc. from customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fees, charges, post fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company will provide all reasonable assistance but the responsibility for clearance will rest on the bidder.</p> <p>XXXII. Bidder will have to arrange his own transport facility for the maintenance engineer/technician to attend to the maintenance calls and for movement of spares.</p> <p>XXXIII. Bidder will have to arrange his own accommodation for its engineer/technician at New Delhi.</p> <p>XXXIV. Bidder will have to maintain all hardware installed through this tender</p> <p>XXXV. No cannibalization of any equipment will be permitted to carry out the maintenance services.</p> <p>XXXVI. Bidder will have to follow the preventive maintenance schedule given by RECL, for each item, strictly throughout the period of contract.</p> <p>XXXVII. 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>XXXVIII. 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> <p>XXXIX. The bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. Should the profile of any personnel be not acceptable to the RECL will require the bidder to suitably replace such personnel.</p>
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		<p>XL. If for any reason beyond the control of the bidder, there arises a need to replace any personnel, the bidder shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of the RECL</p> <p>XLI. The selected bidder should make presentations of the technical solution to RECL in presence of consultants/ experts as appointed/ decided by RECL at the convenience of & as and when desired at any stage of project execution by REC.</p> <p>XLII. The Responsibilities Matrix stipulating the various responsibilities is detailed at the end of this section at Table - A</p>
4.20	TERMINATION CLAUSE	<p>Termination for RECL’s Convenience</p> <ol style="list-style-type: none"> 1 The RECL may at any time terminate the Contract for any reason by giving the bidder 4 weeks of notice of termination that refers to sub-Clause 4.20.1 hereof. 2 Upon receipt of the notice of termination under Sub-Clause 4.20.1 hereof, the bidder shall either immediately or upon the date specified in the notice of termination <ol style="list-style-type: none"> 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 b) Terminate all subcontracts, except those to be assigned to the RECL pursuant to paragraph (d) (ii) below c) Remove all bidder’s Equipment from the Site, repatriate the bidder’s and its Subbidders’ 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 d) In addition, the bidder, subject to the payment specified in Sub-Clause 4.20.3 hereof, shall <ol style="list-style-type: none"> (i) Deliver to the RECL the parts of the Facilities executed by the bidder up to the date of termination (ii) To the extent legally possible, assign to the RECL all right, title and benefit of the bidder to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the RECL, in any subcontracts concluded between the bidder and its Subcontractors (iii) Deliver to the RECL all drawings, specifications and

		<p>other documents prepared by the bidder or its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>3 In the event of the termination of the Contract under Sub-Clause 4.20.1 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 the bidder in the event of termination.</p> <p>4 Termination for bidder's Default</p> <p>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, referring to this Sub-Clause 4.20.4 hereof:</p> <p>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.</p> <p>ii) If the bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 4.20.4 (Assignment) hereof.</p> <p>1. If the bidder</p> <ol style="list-style-type: none"> 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
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		<p style="text-align: center;">Completion of the Facilities by the Time for Completion.</p> <p>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 forthwith by giving a notice of termination to the bidder that refers to this Sub-Clause 4.20.2 hereof.</p> <p>2. Upon receipt of the notice of termination under Sub-Clauses 4.20.1 or 4.20.2 hereof, the bidder shall, and either immediately or upon such date as is specified in the notice of termination,</p> <ul style="list-style-type: none"> 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 & safe condition b) Terminate all subcontracts, except those to be assigned to the RECL pursuant to paragraph (d) below c) Deliver to the RECL the parts of the Facilities executed by the bidder up to the date of termination d) To the extent legally possible, assign to the RECL all right, title and benefit of the bidder to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the RECL, in any subcontracts concluded between the bidder and its Subcontractors e) Deliver to the RECL all drawings, specifications and other documents prepared by the bidder or its Subcontractors as at the date of termination in connection with the Facilities. <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</p>
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		<p>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. Subject to Sub-Clause 4.20.7 hereof, 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 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. If the RECL completes the Facilities, the cost of completing the Facilities by the RECL shall be determined.</p> <p>If the sum that the Bidder is entitled to be paid, pursuant to Sub-Clause 4.20.6 hereof, plus the reasonable costs incurred by the RECL in completing the Facilities exceeds the Contract Price, the Bidder shall be liable for such excess.</p> <p>If such excess is greater than the sums due to the Bidder under Sub-Clause 4.20.6 hereof, the Bidder shall pay the balance to the RECL, and if such excess is less than the sums due the Bidder under Sub-Clause 4.20.6 hereof, the RECL shall pay the balance to the Bidder.</p> <p>The RECL and Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p> <p>In this Clause 4.20 hereof, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant & Equipment and Structures acquired (or subject to a legally binding obligation to purchase) by the Bidder and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.</p> <p>8. In this Clause 13 hereof, 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>4.21</p>	<p>No suspension of Work</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>Risk Purchase Clause</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 4.20). 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>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.</p>
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RESPONSIBILITES MATRIX

TABLE – A

S. No.	Activity	Primary Responsibility	Secondary Responsibility
1.0	Placement of Purchase Order	RECL	
2.0	Studying The Process (AS-IS)	Bidder	RECL
3.0	Proposing the New Process (TO-BE)	Bidder	RECL
4.0	GAP Analysis	Bidder	
5.0	Implementation, Integration and Configuration	Bidder	
6.0	CRP1 Testing	RECL	Bidder
7.0	Installation, Commissioning & Integration of Equipments	Bidder	RECL
8.0	Issue Joint Acceptance Certificate	Bidder	RECL
9.0	Submission of Invoice with proper relevant documents	Bidder	RECL
10.0	Payment to Bidder	RECL	Bidder
11.0	Onsite Comprehensive Warranty Maintenance including handholding for One year	Bidder	
12.0	Training of RECL nominated staff	Bidder	RECL
13.0	Training of RECL nominated staff	Bidder	RECL
14.0	Submission of Quarterly Warranty Maintenance and Facilities Management Report	Bidder	

SECTION V

ANNEXURES

BID FORM
(Technical Bid)

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

To

The Chief Manager(F&A)
Rural Electrification Corporation Ltd.
Core-4, SCOPE Complex, 7 Lodhi Road
New Delhi 110 003

Subject: Supply, Installation, Integration, Commissioning and Training etc of software and Hardware and offered Solution for effective and efficient implementation of ALM software and its integration with ORACLE 11i ERP in RECL.

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 14 months 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 One Hundred and Eighty 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.

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.

or

A consortium, and the person signing the bid document is the prime bidder of the consortium and he has authority to refer to arbitration disputes concerning the business of the consortium by virtue of the consortium agreement/by virtue of general power of 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 2009

Signature of Bidder

Details of enclosures.
Address:_____

No._____

Address:_____

Full

Telephone

Telegraphic

Fax No.

E-mail
COMPANY SEAL

BID SECURITY FORM (EMD)

To,

The CM(F&A),
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 _____/-
(Rupees _____ Only) as per the tender terms and conditions vide Demand Draft
No. _____ dated _____ drawn on
_____ favouring _____

Dated this day of 2009

Signature of Bidder

Details of enclosures.
Address: _____

Full

No. _____

Telephone

Address: _____

Telegraphic

Fax No.

E-mail
COMPANY SEAL

PERFORMANCE SECURITY FORM

To _____ (Name of RECL)

WHEREAS(Name of supplier) hereinafter called “the Supplier” has undertaken, in pursuance of contract No..... dated 20 to supply(Description of goods and Services) hereinafter called “the order”.

AND WHEREAS it has been stipulated by you in the said order that the supplier shall furnish you with a Bank guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This security shall be in force and valid for a period of one year after the period of Performance Guarantee

This guarantee is valid until the day of20.....

Signature and Seal of guarantors
.....
.....
.....

Date20.....
Address :.....
.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

**Rural Electrification Corporation Limited
Core 4, Scope Complex,
7 Lodi Road**

ANNEXURE - D
Technical Bid

**UNDERTAKING ON COMPLIANCE OF SCOPE OF WORK, FUNCTIONAL &
TECHNICAL SPECIFICATIONS AND TENDER TERMS & CONDITIONS**

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 software I/we also commit to undertake to provide on-site comprehensive maintenance for a further period as decided by RECL at the its discretion.

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 software and subsystems, items of their brands and models for the entire range of products/systems covered by the tender for the prices specified in price schedule by me/us in tender price schedule.

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 etc 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 and system integration and on-site warranty maintenance including hand holding 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/ architecture 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 - E

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

No.

Dated:

M/s _____

Sub: Certificate of commissioning of equipment (Software, Computer/Server 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: _____
- (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.....

FORM # 1
DEVIATIONS /EXCLUSIONS SCHEDULE

To

The CM(F&A)
Rural Electrification Corporation Limited
Core 4, Scope Complex,
Lodi Road
New Delhi - 110003

Ref: Bid document No

Dated-----

Sub: Supply, Installation, Integration, Commissioning and Training etc of software and Hardware and offered Solution for effective and efficient implementation of ALM software and its integration with ORACLE 11i ERP in RECL.

Ref: Tender No. xxxxxxxx

Dear Sir,

We declare that the following are the only deviations and variations and exceptions/exclusions to the services as outlined in your Bidding Documents. Except these deviations, subject to the approval and acceptance by the RECL, the entire work shall be performed as per your requirements.

Clause No.	Statement of Deviations/Exclusions and Variations

Signature _____

Date: _____

Name _____

Designation _____

Place: _____

Common Seal _____

Place: _____

Common Seal _____

ANNEXURE -G
Financial Bid

Bid Letter

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

To

The Chief Manager(F&A)
Rural Electrification Corporation Limited
Core 4, Scope Complex,
Lodi Road
New Delhi - 110003

Ref: Bid document No

Dated-----

Sub: Supply, Installation, Integration, Commissioning and Training etc of software and Hardware and offered Solution for effective and efficient implementation of ALM software and its integration with ORACLE 11i ERP in RECL.

Ref: Tender No. xxxxxxxx

Sir,

Having examined the Bidding Documents, including Addenda Nos. *[insert numbers, if any]*, the receipt of which is hereby acknowledged and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for supply of goods and services as per the aforementioned subject and as per and in conformity to the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods / Services at the prices and rates mentioned in the Commercial Bid/ Price schedule.

We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including supply, installation, integration, commissioning, warranty maintenance and training charges as per the schedule of requirements including the hand holding charges.

We enclose herewith the complete Financial Bid as required by you. This includes:

1. Bid Letter
2. Price Schedule

We, the undersigned, offer to supply, install, implement, commission, train, integrate and put into operation the ALM Software and Servers etc, and allied items under the above-named Contract in full conformity with the Bidding Documents for the sum quoted in price schedule (hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the above amounts are given in the Price Schedule attached herewith and are made part of this bid.

We undertake that in case our bid is accepted, we:

- (1) Shall furnish the required advance payment security and performance security in the form, in the amounts, and within the times specified in the Bidding Documents.
- (2) Declare that the following are our prices in Indian Rupees on firm price basis for the entire project.
- (3) Declare that we shall be solely responsible for arranging Import License / foreign exchange (if any) for any materials, components and bought out items that may be required to be imported for the purpose of performing the work under this proposal and accordingly our bid price include all the customs & import duties and levies including license fees etc. payable by us and you shall not be liable for any issues in this regard whatsoever. We further confirm that any increase or decrease in the custom duty / exchange rate shall be borne by us.
- (4) Shall pass on any reductions in statutory taxes, duties, levis etc and our own price reductions (as per the terms of the tender or otherwise) to RECL.

We agree to abide by this bid, which, in accordance with Invitaion To Bid and all other sections etc. of the tender (including all Annexures and other Documents, if any accompanying the Invitation to Bid) consists of this letter, the Price Schedule, the Bid Security, letter of authorization, documents establishing conformity, list of deviations and Attachments through [*specify: **the number of attachments***] to this Bid Form, for a period of 180 days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period and subject to unless

we formally withdraw our bid in writing by giving a notice of at least seven working days, it will be deemed to be valid until such time..

We declare that the quoted price (and prices quoted for each component, the break-up of which is given in the Price Schedule) are firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

We have given details of deviations and exclusions (clause wise) taken with reference to bidding documents provisions, along with justification for the services not covered in our offer.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents or any extended validity period and that we shall remain bound by a communication of acceptance within that time. We agree that on completion of the validity period, unless the We withdraw our bid in writing, it will be deemed to be valid until such time that we formally withdraw (in writing) our bid in writing by giving a notice of at least seven working days.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

Signature

Name

Designation and Common Seal...

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

Price Schedule

TABLE – I

Sl. No.	Item Description (Specify Make and Model) (A)	Quantity (B)	Unit Rate In INR (C)	Taxes per unit In INR (D)	Total in INR G=B* (C+D) (E)
1	ALM Software inclusive of any tools , other utilities like reporting tools, database etc.	01	In words In figures	In words In figures	In words In figures
2	Cost of Implementation and Integration as per scope of work defined in tender including one year on-site comprehensive warranty maintenance with handholding with meeting SLA	01	In words In figures	In words In figures	In words In figures
3	Training Cost	10 persons for five days each	In words In figures	In words In figures	In words In figures
GRAND TOTAL : 1 + 2+ 3					

Note:

- a. **LOWEST Quote Bidder (LQ1)** will be determined on the basis of **Grand Total** of the Table – I above as per the specified formulae.
- b. All prices to be quoted in Indian Rupees only. No advance payment shall be made.
- c. All items in all the tables must be quoted failing which the bid is liable to be rejected.
- d. All taxes, duties, levies etc should be mentioned
- e. Price shall be deemed to be inclusive of all accessories, equipment etc required for full functionality of the proposed solution and integration with ERP application as per the RECL requirement.
- f. The bidder should enclose a statement clearly specifying make and model for all items of Table – I
- g. In Table – II the formulae in Total indicating number of officials to be imparted training is indicated as 10, this is for evaluation purpose only to arrive at the LQ1. However the actual quantities shall be as decided by RECL at its sole discretion.
- h. The prices of Equipment and/or products shall be inclusive of Bidder's Training Cost for providing operational, troubleshooting and administration training at the discretion and convenience of RECL.
- i. **The present requirement for ALM users will be approximately 5 users**