

RURAL ELECTRIFICATION CORPORATION LIMITED

TENDER NO: REC/IT/ 93(Empanelment)/2008-09 /1

Bid Document

Request for Proposal (RFP)
For

Purchase & empanelment of vendors for Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, Laptops, UPS and other related items for RECL Corporate Office, New Delhi & Zonal/ Project Offices located at various locations in India

(i) Last Date for Submission of Bids : **22/06/2009**

Time: 1100 Hours (IST)

(ii) Date of Opening of Bid : **22/06/2009**

Time: 1130 Hours (IST)

Cost of Bid Document: Rs 2500/-



**RURAL ELECTRIFICATION CORPORATION LIMITED
CORE 4, SCOPE COMPLEX, 7 – LODI ROAD, NEW DELHI- 110003**

Fill in the Following Details :

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

2. Name of the Authorized Signatory(ies):

(a) Important Notice:

1. An incomplete and/or ambiguous and/or late response is liable to be ignored/ summarily rejected.
2. 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.
3. 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 2500/- only is required to be submitted along with the EMD separately in the form of a Demand Draft/ Banker's Cheque payable to 'Rural Electrification Corporation Limited, New Delhi' drawn on any Scheduled Commercial bank payable at New Delhi.

TABLE OF CONTENTS

Sl. No.	Chapters	Details	Page Number
1	Chapter 1	Introduction	4
2	Chapter 2	Scope of work	7
3	Chapter 3	Instructions to Bidders	9
4	Chapter 4	General Terms and Conditions of the Contract	16
5	Annexure		
	A	Technical Bid (Bid Form)	22
	B	UNDERTAKING ON COMPLIANCE OF TECHNICAL SPECIFICATIONS AND TENDER SPECIFICATIONS and TERMS & CONDITIONS	24
	C	Financial Bid (Bid Form)	25
	D	Price Schedule	27
	E	Technical Specifications	29
	F	Bank Guarantee for Earnest Money Deposit	39
		Total Pages	40

CHAPTER 1 INTRODUCTION

1.1 Invitation For the Bids

Sealed bids in two parts, Part-I : Application Money (if bid downloaded from internet), Earnest Money Deposit (EMD), Documents named as “Eligibility Criteria” & Technical Bid and Part-II : Financial Bid are invited for Empanelment of vendors for Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, Laptops, UPS and other related items for RECL Corporate Office, New Delhi & Zonal/ Project Offices located at various locations in India.

1.2 REC Introduction

Rural Electrification Corporation Ltd. (RECL), was incorporated on July 25, 1969 under the Companies Act 1956. RECL is a Government of India Public Sector Enterprise with a ‘AAA’ rating. RECL is in advanced stage of implementing ERP across the organization.

1.3 The major components of the work are:

Supply, Installation, Testing, Commissioning, and Three Years On-Site Comprehensive Warranty Maintenance of:

TABLE – I

Sl. No.	Items	Initial Approximate Quantities
1	Desktop Computer	26
2	Entry level Laser Printer	18
3	Scanner	35
4	UPS- Line Interactive	26
5	MFP	2
6	Microsoft Office 2007	1 with media & 25 without media

1.4 Note:

- a. Customization to meet RECL requirements may be done to existing product(s), In case such product(s) meet the scope of work Chapter – 2 and the technical requirements/specifications as specified in Annexure E.
- b. The bidder should bid for all of the items as listed above, also it is mandatory that all the optional items specified for an item (if any) must be quoted.
- c. In case all the items inclusive of three years onsite warranty and maintenance are not quoted then the bid shall be summarily rejected.
- d. The Approximate Quantities as indicated above are estimates for the initial order only however RECL reserves the right to utilize the empanelment for procurement of other requirements during the empanelment and/or extended period as the case may be.

1.5 The major responsibilities of the bidder shall include:

- a) Supply, Installation, Acceptance Testing, Commissioning, and Three years On-Site Comprehensive Warranty Maintenance of various equipments and components as per Table - I above.
- b) Supervision of commissioning and on-site Three year comprehensive warranty maintenance of supplied equipments by certified/ qualified and trained engineers/personnel only.

Note: The major responsibilities as specified in clause 1.5 above are indicative only and are not exhaustive in any manner.

1.6 Eligibility Criteria/ Pre-qualification

- 1.6.1 The bidder shall be the single point of contact for RECL and shall be solely responsible for all warranties, upgrades and guarantees etc. offered by the OEM etc. Attach an undertaking to this effect.
- 1.6.2 The bidder should be the manufacturer (OEM) or channel partner/ authorized distributor/ dealer and also service provider or system integrator for Desktop and Laptop computers. Attach the OEM authorization(s) specifically addressed to the DGM (IT), RECL for the same issued by the OEM for this tender clearly mentioning the tender number, date and validity.
- 1.6.3 Bidders must have at least 3 years of experience in supply, installation, commissioning and maintenance of respective Computer systems/ equipments. The bidder should give details of at least 1 projects successfully executed by them involving supply, installation, commissioning and warranty maintenance of Desktops, Laptops/ Notebooks etc for at least a value of Rs 20 Lac (Rupees Twenty Lac only) in the last 2 years. Attach documentary proof.
- 1.6.4 The bidder's annual sales turnover from sale of computer systems and/or total systems/ IT solutions should be at least an average value of Rs 50 Lac (Rupees Fifty Lac Only) during the last three years. However in the event of the bidder being the authorized distributor/ dealer for Desktop and Laptop in addition the turnover of the OEM for these respective items should be at least 100 crores each for the last three years. Attach documentary evidence (audited balance sheet) for confirmation regarding turnover. In case of the bidder not being OEM separate documentary evidence for the bidder and OEM shall be enclosed failing which the bid shall be summarily rejected. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.
- 1.6.5 In case of a downloaded bid document the cost of bid document viz. Rs 2500/- only is required to be submitted along with the EMD separately in the form of a Demand Draft/ Banker's Cheque payable to 'Rural Electrification Corporation Limited, New Delhi' drawn on any scheduled commercial bank payable at New Delhi.
- 1.6.6 Bid should accompany an earnest money deposit of Rs 25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft/Banker's cheque drawn on a Scheduled commercial bank in the favor of 'RURAL ELECTRIFICATION CORPORATION LTD' payable at New Delhi. Cheques, Money orders and Cash shall not be accepted as EMD. The bidder's are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder.
- 1.6.7 Bidder should submit valid documentary proof of Sales Tax/VAT, Service Tax registration number and the details of income tax registration number (PAN).
- 1.6.8 The bidder must bid for all the items listed as per Table - I clause 1.3 above. Attach an undertaking to this effect.
- 1.6.9 The bidder must attach valid documentary proof for all and each of the clauses and/or sub-clauses/ embedded clauses of the above eligibility/ pre-qualification criteria and separate undertaking each for clause number 1.6.1 above, failing which the bid shall be summarily rejected.
- 1.6.10 The bidder shall note that the valid documentary proof to be enclosed should belong to and should be applicable to the bidder only and not to its sister concern/ subsidiary company and/or parent company etc. failing which the bid shall be summarily rejected.

- 1.6.11 The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their technical bids. Technical bid of bidders fulfilling the above eligibility/ pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bids of the bidders not fulfilling the eligibility/ 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.
- 1.6.12 RECL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECL shall result in summary rejection of the bid and/or termination of the contract with imposition of the contract clauses on the bidder by the RECL on the award of the contract and/or the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender.
- 1.7 Eligibility Criteria Documents, Technical Bid, Earnest Money Deposit (along with bid document cost, if applicable) and Financial Bid should be put in separate envelopes duly sealed. The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed envelope clearly mentioning the tender number, bidder's name & address on the top of the sealed envelope.
- 1.8 The bids complete in all respects addressed to the DGM (IT), RECL, should be submitted into the tender box kept at the RECL reception at the following address latest by 1100 hours (IST) on 31st October 2008. RECL does not own any liability if the bid is submitted somewhere else and not reached to the addressee within due date and time.
- RURAL ELECTRIFICATION CORPORATION LTD.,
CORE-4, SCOPE COMPLEX,
7 LODHI ROAD,
NEW DELHI – 110 003.
- 1.9 The "Part 1" as specified in clause 1.1 above will be opened in the Corporate office 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 1130 hours (IST) in the presence of bidders who choose to be present.
- 1.10 The RECL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever.

**CHAPTER 2
SCOPE OF WORK**

2.1 Scope of the Work

The scope of work for the supply of hardware/ equipment, testing, installation, commissioning and 3 year on-site comprehensive warranty maintenance support is broadly as follows (**detailed technical specifications are provided in Annexure-E**):

TABLE – II

Serial Number	Scope of Work – Description
1.0	Supply, Testing, Installation, Commission and 3 year on-site comprehensive warranty maintenance of Desktop PCs, Laptops/ Notebooks, Network Printers, Multi Functional Printers, UPS and other related items as per the detailed Technical Specification given in Annexure-E.
2.0	The supply and support for all the equipments should be on site comprehensive warranty / guarantee for a period of three years inclusive of labor, spare parts and Operating System.
3.0	The selected Bidder is expected to provide necessary on-site services in respect of installation and supply of equipments including Desktop Computers, Laptops/ Notebooks, Network Printers, MFP & UPS at RECL offices located in New Delhi and across India.
4.0	<p>Apart from installation, supply, installation and configuration, the selected Bidder will have to undertake the following jobs as and when required by RECL including the on-site warranty maintenance period:</p> <ul style="list-style-type: none"> • Transfer of user data/ files from the existing PC to the new PC, if required. • Configuration for Network access, e-Mail account, Internet access etc. as per REC requirements. • Installation & configuration of Anti Virus Software. • Installation of the supplied Microsoft Office Software. • Support for the Supplied Operating System and related software including patch updation etc. • In case of shifting of equipment/ products across RECL offices the bidder will have undertake reconfiguration, reinstallation etc. of the same. However it must be noted that RECL will take care of other logistics of such shifting.
5.0	<p>At least One skilled Resident Engineer / Operating staff with proper authority letter / identification will have to be present from 9:30 a.m. to 6 p.m. on Monday to Friday excluding Saturdays, Sundays and REC Holidays, during the warranty period from the date of the last PC installed at RECL Corporate Office presently located at New Delhi. However If required, the resident engineer / staff may be required to work beyond these working hours and on Saturdays, Sundays and Holidays also. No additional payment will be payable by REC for such services and the prices quoted by the bidder shall be deemed to be inclusive of all such expenses/ costs. The engineers so deputed would be responsible for</p> <ul style="list-style-type: none"> • Support on desktop Operating System and Office Automation software including anti-virus, Internet, e-mail clients etc. • Resolving printing problems of the users. <p>The Bidder has to make immediate alternate arrangements for leave / resignation / reassignment of the staff</p>

Note:

- a. The bidder should undertake to provide support for the supplied systems/sub-systems for a period of **6 years** (including the warranty period of 3 years). After the warranty maintenance, if RECL decides to go in for maintenance with the vendor then the vendor should ensure supply of the spares to RECL. In case of the item/spare part being not available due to any reason the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL.
- b. Any media for the Software, etc and any other technical assistance at the discretion of RECL may be provided by RECL to the Installation Engineers of the successful empanelled Bidder.

2.2 Indicative Schedules

The bidder is required to stick to the agreed upon time-schedule given below. **TABLE – III: Major Activities**

Sr. No	Milestone	Deliverables (Incremental Weeks)
1	Placement of Purchase Order	T1
2	Delivery of Equipments/Products	T1 + 4
3	Installation, Commissioning of Equipments/Products	T2 = (T1+ 6)
4	Warranty Maintenance of systems	T2 + 156

2.3 The detailed technical specifications of the equipments/ systems are specified in Annexure-E.

CHAPTER 3

INSTRUCTIONS TO BIDDERS

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 Tender Document

The bidder is expected and deemed to have read, examined/ perused, complied/ agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding. Failure to furnish all information required and/or False/Incorrect information and/or ambiguous/ irrelevant 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.

3.3 Preparation of Bids

3.3.1 The bids are to be submitted in two separate sealed envelopes

- a. Part-I: Envelop One Should Contain three separately sealed envelopes :
 - i. EMD (along with bid document cost, if applicable) sealed separately and super scribed/ marked with words "EMD" on the envelope.
 - ii. Eligibility/ Pre-Qualification Criteria Document sealed separately and super scribed/ marked with words "Eligibility/ Pre-qualification Criteria" on the envelope.
 - iii. Technical Bid sealed separately and super scribed/ marked with words "Technical Bid" on the envelope.
- b. Part -II: Envelop Two Should Contain :
 - i. Financial Bid sealed separately and super scribed/ marked with words "Financial Bid" on the envelope.

3.3.2 The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes.

3.3.3 All pages of the bid being submitted must be signed and sequentially numbered by the authorized signatory of the bidder (indicating the acceptance of all terms and conditions), irrespective of the nature of the content of the page in the format : "Current page no./total no. of pages". Unsigned and Unstamped bids shall be summarily rejected.

3.3.4 The bid should be properly indexed and with proper binding as one volume, it should not comprise of loose papers, in case of a failure the bid is liable to be rejected.

3.3.5 The outer envelope containing EMD, Eligibility Criteria Document, Technical Bid and Financial Bid shall be addressed to The DGM(IT), RECL, Core 4, Scope Complex Lodi Road, New Delhi – 110 003 mentioning bid no. and date.

3.3.6 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.

3.3.7 Telex, cable, e-mail, facsimile or unsealed bids etc. shall be rejected outright.

3.4 Earnest Money Deposit (EMD)

- a. Bid should accompany an earnest money deposit of Rs 25,000/- (Rupees Twenty Five Thousand Only) in the form of a Bank Guarantee (format given at Annexure-F)/Demand Draft/Banker's cheque drawn on a Scheduled Commercial bank in favor of 'THE RURAL ELECTRIFICATION CORPORATION LTD.' payable at New Delhi. Cheques, Money orders, Cash etc. shall not be accepted as EMD. The bidder's are requested to make sure to indicate

the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder. Bid without a valid EMD will be rejected outright.

- b. EMD will be returned to unsuccessful bidders, after signing of the contract with the successful Bidder. The EMD of the successful bidder shall be returned on receipt of the valid performance bank guarantee.
- c. No interest will be payable by the REC on the EMD.
- d. The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity, specified by the Bidder in the Bid and/or on submission of false documents/ undertaking.

3.5 Eligibility/ Pre-Qualification Criteria Documents

The eligibility criteria documents as per clause 1.6 chapter 1 must be submitted along with the Bid. Bid without these documents will be out rightly rejected.

3.6 Technical Bid:

The Technical bid prepared by the bidder shall comprise of the following:

- a. Product evaluation kit, technical information, white papers etc.
- b. List of important installation sites.
- c. Technical Bid Form – Annexure A
- d. The Bidder should submit the undertaking Annexure - B
- e. Submit the equipment and/or product compatibility sheet as per the specifications in pursuance to Annexure E.

Note:

- a. The bidder should submit self/company attested photocopies of the documents wherever required.
- b. Make and model of all 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.

3.7 Financial Bid:

- a. The financial bid shall comprise of:
 - I. The Financial Bid Form: Annexure - C
 - II. The Price Schedule: Annexure - D
- b. The financial bid shall indicate the Unit prices for the equipment/ systems/ product and/or services, it proposes to provide under the contract.
- c. Quoted prices should be firm and inclusive of cost of Interface cables, Power cables, related accessories, Documentation of sub assemblies of system and Operating Manuals of the systems, freight, Packing, forwarding, handling, loading, unloading , insurance, any other charges applicable and Installation, commissioning, on-site comprehensive warranty maintenance (3 years), commissioning, one resident support person at RECCO, training etc. charges for all equipments/systems/products and services and all other expenses related with the visits of the Vendor's personnel in connection with the performance of the contractual obligations by the Vendor.
- d. The Tax component should be separately indicated in the price schedule in the quote – Annexure D. Octroi, road permit tax etc. will be paid on actuals on submission of relevant supporting documents only.
- e. The Bidder has to quote rate for each item in the Price Schedule (Annexure D). The Bidder has also to give total cost wherever applicable. Offers not indicating item-wise rates, wherever applicable, are liable for disqualification.
- f. The bidder must note that RECL will **not** provide Form-'D'/Form-'C' etc.
- g. 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 any conditional price will be treated as non-responsive and shall be summarily rejected.

- h. 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.
- i. 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, However the purchase/ ordering shall be carried out on the lower of the two prices.
- j. During the validity of this bid or during the extended period, if any, 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, in case of a failure to pass on the reduced prices to RECL within a maximum period of 30 days of such reduction as offered by the bidder to any other Department/ Organization the empanelment shall be cancelled. Further, the bidder shall be blacklisted by RECL for indefinite or specific period of time at RECL's discretion and the bidder's performance guarantee or any other payments (outstanding or future)/ guarantees shall be forfeited (including those payable/ revocable against any other work) by RECL.
- k. Rates should be valid for a period of 90 days from the date of opening of technical Bids subject to the condition that the bids shall be deemed to be valid after 83 days from the date of opening of technical Bids till the bidder gives a minimum seven working days (as per REC/ Government of India notified official calendar) advance notice in writing through registered post for his bid withdrawal and if during the notice period the tender is finalized/ awarded the bidder shall be deemed to be a willful party to that and in case of a default EMD shall be forfeited and the bidder may be blacklisted from participating in and and/or all tenders of REC for such a period as decided by REC at its sole discretion.
- l. The selected vendor(s) shall be empanelled with RECL for a period of 12 (twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier, which can be extended for a further period of maximum six months. Rates quoted shall be valid for the period of empanelment and the extended period, if any.
- m. The prices shall be for delivery at desired destination/ locations across India including satisfactory installation and commissioning of the equipments.
- n. The three year on-site comprehensive warranty maintenance period shall be taken into account, for the systems/ equipments from the date of successful installation/commissioning and acceptance by RECL after the successful supply of products at RECL desired destinations by the bidder.
- o. All costs and charges, related to the bid, shall be expressed in Indian Rupees only .

3.8 Deadline for Submission of Bids

- a. Bids must be received by RECL at the address given in **Chapter - 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 upto the appointed time on the next working day.
- b. The RECL may, at his discretion 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.
- c. Amendments to the Tender Document may be issued by REC at any time, prior to the deadline for submission of bids.
- d. From the date of issue, amendments to Tender Document shall be deemed to form an integral part of the Tender Document.

3.9 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.

3.10 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 **Chapter - 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.

3.11 Opening of Bids

RECL will open the EMD envelope (and bid document cost, if applicable), Eligibility Criteria document and Technical Bid respectively and in case the Eligibility/ Pre-Qualification Criteria Document(s) is/ are not found in order the bid shall be summarily rejected. Technical bid of only those bidders will be evaluated whose EMD (and bid document cost, if applicable) and Eligibility Criteria Documents are found in order.

3.12 Clarification of Bids

- a. During evaluation of the bids, the RECL may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period minimum One day as specified by RECL and in case of a default it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.
- b. 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.
- c. Any effort by a Bidder to influence the RECL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECL will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of RECL.
- d. RECL reserves the right to revise or alter the scope and/or specifications of the tender before acceptance of any bid but prior to opening of the financial bids. However, in such an eventuality, all the eligible/ per-qualified bidder(s) may be given an opportunity to consider such changes and revise their financial bid accordingly at their discretion, if found necessary. In case the specifications offered deviate from the specifications as described in this tender, the Bidder should describe unambiguously in what respect and to what extent the item offered by him differ from our specifications, even if the deviation is not very material.
- e. RECL reserves the right to call for revised financial bid from the eligible/ pre-qualified and/or technically qualified bidders at any time prior to opening of the financial bids with the original scope of work and/or specifications. The bidder may submit the revised financial bid or may adhere to its original financial bid submitted by him/her with in the RECL stipulated time period. In case of non submission of revised financial the bidder shall be deemed to have opted for adhering to its original financial bid. It may however be noted that in this particular case the revised financial bid if submitted by the bidder as requested by RECL cannot be higher than the original financial bid submitted by the bidder for the total/ sub-total and/or individual line item price. In case of the revised financial bid being higher than the original financial bid the same shall be summarily rejected and shall not be considered for further financial evaluation.

3.13 Evaluation of Technical Bid

- a. Detailed technical evaluation will be carried out pursuant to **clause 3.6**, and 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 specifications & terms and conditions of the Bidding Documents without material deviations.
- b. A bid determined as not substantially responsive may be rejected by the RECL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- c. The bidders short-listed by RECL based on evaluation of their technical bids and/or compliance to the technical specifications may be called for detailed discussions and/or presentation/ demonstration, the equipments/systems/ products may be subjected to industry standard tests and other currently available procedures/benchmarking tests by the duly constituted benchmarking/ testing committee at sole discretion of REC at a specified date, time and venue, which may be at vendor's facilities as determined by RECL. The vendor may be asked to bring the equipment/ system along with their own test and measuring equipments and other related software at the specified venue, date and time. The date, time & venue will be informed to the

bidder at least One day in advance. No request for any change in date, time and/or venue shall be entertained under any circumstances. In case of a failure to offer the equipments/systems for benchmarking within the time frame given by RECL for evaluation, the bid shall be rejected.

- d. Any specific/branded product, as decided by TEC, may be technically evaluated through demonstration/ presentation at RECL/Vendor's premises located anywhere in India on a short notice. If the bidder fails to bring the sample/quoted products for Technical evaluation within the stipulated time, their bid shall be rejected. RECL at its discretion may decide not to have demonstration/ testing of any or all of the products being evaluated by RECL during the current evaluation.
- e. In their own interest the bidders are advised to ensure that the systems brought for evaluation conforms to all technical parameters and is a tested system.
- f. RECL and/or its ZO/PO/ CIRE reserve the right to order any subset /superset of the tendered items.
- g. 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.
- h. For technical evaluation including presentations and/or testing/ benchamrking, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation, equipments, software required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation, equipment and software available, then such defaulting bidder shall be taken off the tender evaluation process and that bid will stand rejected.

3.14 Opening of Financial Bids

- a. RECL will open the Financial bids of only those bidders, which have been found to be technically qualified to undertake the job.
- b. 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.
- c. The date and time of opening of financial bids shall be informed only to the technically qualified bidder.

3.15 Evaluation and Comparison of Bids

- a. 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.
- b. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price, but for the purpose of calculation of lowest bidder in case the bidder becomes lowest bidder, the lowest of the two shall be taken as the final price for the items at the time of issuing of Purchase Order.
- c. Bidders shall state their bid price for the payment schedule outlined in the tender Chapter – 4: clause 4.2 **and as per the format given in Annexure D –“Price Schedule” only** and in case any changes/ amendments / addendums/ modifications are made by the bidder in the specified format given in Annexure – D – “ Price Schedule) the bid shall be outright and summarily rejected.
- d. Bids will be evaluated on the basis of **lowest quote (LQ1) for (Table – I Annexure-D) Grand Total which is primarily based on total of all rows (SI. No. 1 to 13)**
- e. The initial order shall be placed on LQ1 bidder across all REC offices and the LQ1 vendor will be empanelled with REC, however REC may empanel set of other technically qualified bidders as decided by REC at its sole discretion to participate in snap bidding along with LQ1 bidder for any subsequent requirement. REC may offer empanelment to other bidders as decided by REC at its sole discretion and the snap bidding shall be carried out only amongst those bidders who have accepted REC offer for empanelment at REC specified terms and conditions and submission of

Bank Guarantee of Rs 25,000/- (Rupees Twenty Five Thousand Only) valid for three months after the period of empanelment, except LQ1 bidder subject to having already submitted the PBG.

- f. The decision of RECL arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.
- g. The panel will be valid for an initial period of 12 (Twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier. It may be extended for a further period of maximum 06 (Six) months depending upon the need of RECL and its project requirements.
- h. It must be noted by the bidders that the RECL reserves the right to place order on any of the empanelled vendor without snap bidding at the LQ1 rates and/or lowest rates offered by the vendor, which may depend on then prevailing circumstances and requirements, at its discretion and without assigning any reason for the same thereof.
- i. RECL reserves the right to procure any other additional parts/ optional items/ accessories etc. like for upgrade/ update the specifications of supplied systems/ equipments or otherwise including any peripherals etc. from the empanelled vendors on limited/ single quotation basis and/or through other sources at the discretion of RECL. However, If the supplier of the original system/ equipment is not supplying these additional parts/ optional items/ accessories/ peripherals etc. the supplier of the original system/ equipment shall undertake the installation and commissioning of these parts/ optional items/ accessories/ peripherals etc. under and during the period of the on-site comprehensive warranty maintenance of the original system/ equipment at no additional cost along with the supplier of the additional parts/ optional items/ accessories/ peripherals provided that he/she shall not be liable for any defects/ non-functioning/ warranty of these additional items.
- j. The vendor should not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc.
- k. 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.

3.16 **Language of Bids**

All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like 'subject to availability', 'subject to acceptance', 'to be provided later' etc. shall not be accepted.

- a. Bidder should take care to avoid corrections/erasures in the tender offer. Corrections/erasures, if any, made in the tender have to be authenticated by signature or official seal of the tendering firm.
- b. Incomplete tenders, amendments and alterations to the tender received after opening and/or tenders submitted late are liable to be rejected.
- c. Printed terms and conditions, if any, of the Bidder will not be considered as forming part of the tender. In case any terms and conditions stipulated are not acceptable, the Bidder should clearly specify the deviation in his offer. Similarly, if any modifications to the schedule/proforma prescribed by REC is considered necessary, the Bidder should communicate the same by means of separate sheets and attach the same to the tender.

3.17 **Performance Bank Guarantee**

- a. The successful Bidders for empanelment shall, at his own expense, deposit with DGM(IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7 -Lodi Road, New Delhi 110003, within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee as per the format given by RECL , for **an amount of Rs. 25,000 for the due performance** and fulfillment of the contract by the selected Bidder valid for 15 months. The EMD for successful empanelled bidders will be returned on receipt of the aforesaid Performance Guarantee.
- b. The Performance Bank Guarantee should be drawn on a Scheduled Commercial Bank in favor of THE 'RURAL ELECTRIFICATION CORPORATION LTD'. , payable in New Delhi.

- c. The Performance Bank Guarantee may be discharged / returned by the REC after the completion of the contract upon being satisfied that there has been due performance of the obligations of the vendor under the contract. The Performance Bank Guarantee shall be valid till the end of the warranty period plus three months.
- d. Failure of the Bidder to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be specified by the DGM (IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7 -Lodi Road, New Delhi 110 003, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- e. In the event the vendor being unable to provide the services, during the empanelment period, as per the contract for whatever reason, the Performance Guarantee would be revoked by REC.
- f. No bank charges/interest shall be payable for the Performance Bank Guarantee.
- g. REC shall also be entitled to make recoveries from the Bidder's bills, from Bank Guarantee, or from any other amount due to him the equivalent value of any payment made to him due to inadvertence, error, collusion, mis-construction or mis-statement.

CHAPTER 4

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 Scope of Work

The scope of work of this contract will include supply of equipments and all the services detailed in Chapter 2.

4.2 Terms Of Payment

- a. No advance payment shall be made.
- b. Payments shall be subject to deductions of any amount for which the Vendor 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 prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date, whichever is higher.
- c. All Payments shall be made in Indian Rupees only.
- d. 80 % payment on successful delivery at the destination/ location as mentioned in the Purchase Order and submission of 10% of the purchase order value as bank guarantee valid for a period of three months after warranty.
- e. Balance 20 % payment after successful installation and commissioning as certified by the user and/or authorized RECL official.
- f. All relevant proof of delivery duly signed by the concerned officer at RECL various offices, Bank Guarantee, etc. to be submitted by the Vendor for processing payment.

4.3 Liquidated Damages FOR DELAYS

- a. Time is essence of the contract. The successful bidder must supply, install, test and commission all the equipment specified in Schedule I within 4 weeks of entrustment of the order. Failure to supply or commission all or some of the equipment(s) on or before the stipulated date will entail a penalty equal to 1.5% of the value of contracted Package price per week subject to maximum of 10% of total contract value. The amount of 1.5% of the value of the contract package is predetermined and pre-estimated agreed to between the parties. Payment of liquidated damages does not affect the successful bidder's liabilities.
- b. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, REC will have the right to cancel the order & forfeit the EMD/ revoke the performance / any other bank guarantee etc.
- c. In addition the bidder shall also be liable to pay RECL a cancellation charge of 2% of the value of unsupplied items in addition to the penalty as per 4.3(a) above. In case of non-payment of cancellation charges RECL reserves the right to realize the same from the security deposits 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 vendor.

4.4 Termination of Contract

- a. REC may at any time terminate the contract, if the bidder is unable to provide the services as per the contract. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk. The selected Bidder will give at least three months notice prior to discontinuing the service
- b. RECL may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor 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.
- c. RECL may by written notice sent to the selected Vendor, terminate the purchase order and/or the Contract and/or emapnelment, 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 :

- i to have any portion completed at the purchase order and/or the Contract terms and prices; and/or
 - ii to cancel the remainder and pay to the selected Vendor an agreed amount for partially completed Services.
- d. In the event the Vendor'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.
- e. RECL at its discretion may terminate the empanelment for any inordinate delay in supply, commissioning and/or maintenance of the equipments/ products.

4.5 **Governing Law and Disputes**

- a. The parties hereby agree that the Courts at New Delhi shall have exclusive jurisdiction in all matters relating to or arising out under these documents.
- b. The bids and any contract resulting there-from shall be governed by and construed according to the Indian Laws.
- c. All disputes or differences whatsoever arising between the parties (ie. the REC and the Bidder) out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof, shall be settled amicably. If, however, the parties as above are not able to resolve them amicably, the same shall be settled by arbitration by appointing the Sole Arbitrator by CMD, RECL, in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall give a reasoned and speaking award. The venue of arbitration shall be New Delhi. The fees and other expenses of the arbitrator shall be equally borne by the parties.
- d. The successful Bidder shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the REC.
- e. The venue of the arbitration shall be New Delhi and shall be governed by Arbitration and Conciliation Act, 1996 and its amendments from time to time..

4.6 **Delivery, Installation and Commissioning**

- a. All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination Site, the cartons will be opened only in the presence of RECL representatives and Vendor'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.
- b. For Site Not Ready (SNR) cases, vendor requires to submit certificate signed by End User to RECL. However, regarding readiness of site, the decision of the DGM(IT) will be final. No penalty will be imposed for SNR cases, however, vendor has to install the items within 2 (Two) weeks of receipt of Site Ready notice from DGM(IT)/End User else it will attract penalty as per penalty clauses of the RFP, recoverable also from the BG.
- c. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the vendor at its own costs and risks within 15 days from the date on which the vendor has been informed of such damage.
- d. The systems to be supplied should work under the specified operating systems. It shall be exclusive responsibility of the vendors supplying the Systems to provide appropriate device drivers and solutions with proper media and documentation for these system software platforms for each of the system separately.

4.7 **Warranty Maintenance**

- a. All Systems (Hardware, System Software & Optional Items) should be under Three Years on-site comprehensive warranty maintenance support from the date of acceptance at the site
- b. The vendor should fulfill the following conditions during the warranty period:-
 - I. Any failure in the system or a subsystem thereof should be attended to with in maximum period of One working day of lodging complaint otherwise a penalty will be charged per day per system at the rate of 0.25% (point 25 percent) of the ordered value of the system.

- II. Cumulative Penalty amount on the half-yearly basis must be deposited by the vendor to RECL in the form of Bank Draft/Pay Order within 30 (thirty) days of receiving such intimation for recovery from RECL.
- III. Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem will be totally replaced by the vendor at its cost and risk within 30 (thirty) days from the date of last failure with equivalent new system.
- c. 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 Three years for all the systems. In case of any lapse as detailed due suitable amount of penalty shall be recovered from the vendor out of either already due payments or from their Security Deposit(s), while releasing the Security Deposit.

4.8 Corrupt or Fraudulent Practices

- a. Bidders & Vendors shall observe the highest standard of ethics during the procurement and execution of the contract.
- b. 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.
- c. 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.

4.9 Indemnity Clause

- a. The firm should sign an indemnity bond to safeguard against any pirated software, equipment, design etc being supplied to the RECL.
- b. The selected vendor shall indemnify RECL against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

4.10 Force Majeure clause

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 72 hours from the date of occurrence and termination thereof and satisfies the party 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.

4.11 Miscellaneous

- a. 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.
- b. Whilst the individual proposal shall be treated in 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.
- c. RECL is a Government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential vendors 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.
- d. Proposed equipments/systems should be based on the requirements and specifications given in Annexure E.
 - e. The bidder shall be deemed to have included proven state-of-the-art components and techniques while performance of the contract.
 - f. RECL reserves the right to allocate the contracted work in a staggered/ staged or phased manner.
 - g. The bidder should provide on-site comprehensive warranty maintenance support services for Three years after satisfactory installation and commissioning of the systems.
 - h. Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.
 - i. The Bids prepared by the Vendor and all correspondence and documents relating to the bids exchanged by the Vendor and RECL, shall be written in the English language, provided that any printed literature furnished by the Vendor 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.
 - j. The Vendor 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.
 - k. The selected Vendor 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 Vendor 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.
 - l. RECL reserves the right to inspect the performance of the vendor 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 vendor 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 at the risk of the vendor and shall be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from RECL.
 - m. The selected vendor 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 in connection therewith, to any person other than a person employed by the Vendor 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.
 - n. If the selected vendor is not able to fulfill its obligations under the contract, which includes non completion of the work, the RECL reserves the right to accomplish the work through another vendor and EMD / Security Deposit of vendor will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be born by the selected vendor.
 - o. Printed terms and conditions of the Bidders will not be considered as forming part of their Bid. In case terms and conditions of the contract applicable to the Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in its bid.
 - p. The selected vendor automatically agree with RECL for honoring all aspects of fair trade practices in executing the purchase orders placed by RECL
 - q. 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 Vendor with respect to the product with the old name shall be passed on to the product so renamed.
- r. REC and/or its subsidiaries and/or affiliates and/or sister concerns etc. reserves the right at their discretion to employ this tender for ordering/ procurement etc.

ANNEXURES

Bid Form

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

To

The DGM (IT),
Rural electrification Corporation Limited,
Core 4, Scope Complex,
Lodi Road,
New Delhi 110 003

Ref: Bid document No

Dated_____

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, I/We, the undersigned, hereby submit the financial bid for supply of equipments, products and services as per the schedule of requirements and in conformity with the said bidding documents.

I/We undertake, if my/our bid is accepted, to deliver and commission the equipments/ products in accordance with the delivery schedule specified in the bidding documents.

If my/our bid is accepted, I/We will submit a bank guarantee for the sum equivalent to 10% of the Purchase Order Price valid for a period of 39 months for the due performance of the Contract, in the form prescribed by the Rural Electrification Corporation Limited.

I/We agree to abide by this bid for a period of Ninety 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 and till the time I/We after the expiry of the validity period formally withdraw my/our bid in writing with a minimum notice period and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

1. I/We declare:

2. I/We hereby offer to supply the Equipments, Products and Services at the prices and rates mentioned in the Financial Bid.

4. I/We have carefully read and understood and abide by 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, commission and provide three years on-site warranty maintenance support as per these terms and conditions.

5. Certified that the bidder is:

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

or

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

or

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

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

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

Dated this day of 2008

Details of enclosures.

Signature of Bidder

Name

Full Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail

COMPANY SEAL

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

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

I/We hereby undertake that I/we have examined/ perused, studied and understood the RFP/ bid document No. _____ dated ____ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

I/We hereby undertake that I/We understand that the Chapter – 2 Scope of Work and Requirement of this tender is indicative only and not exhaustive in any manner and that the final scope of work and technical specification will be decided by the RECL at their discretion.

I/We hereby undertake that I/we have included and attached/ enclosed the requisite OEM authorization as required and/or asked for by the RECL.

I/We hereby undertake that we shall comply with the Chapter – 2 Scope of work and requirements and tender terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide uninterrupted and timely support for the supplied systems/sub-systems including spare parts for a period of 6 years (including the warranty period of 3 years). After the warranty maintenance, if RECL decides to go in for maintenance with the vendor then the vendor should ensure supply of the spares to RECL. In case of the item/spare part being not available due to any reason the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL.

I/We undertake to be the single point of contact for RECL and shall be solely responsible for all warranties, updates, patches, upgrades, guarantees etc, offered by the OEM, and system integration and three years on-site comprehensive warranty maintenance and for the entire scope of work and requirements as per the service levels defined in the tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the RECL. In case of a failure to comply and/or a variation the RECL has got sole discretion to consider or disqualify my/our bid for the aforementioned RFP/tender/Bid document and I/We shall be not having any claim of any sort/kind/form on the same.

I/We hereby declare that our company has not been banned or disqualified by any Government or any Government agencies or PSUs for a period of last five years.

I/We hereby attach the duly signed and stamped bid document as an acceptance of tender specifications and terms & conditions with the technical bid.

I/We hereby affirm that our response is valid for the period including the deemed period as specified in the tender document .

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

Bid Form

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

To

The DGM (IT),
Rural electrification Corporation Limited,
Core 4, Scope Complex,
Lodi Road,
New Delhi 110 003

Ref: Bid document No

Dated_____

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, I/We, the undersigned, hereby submit the financial bid for supply of equipments, products and services as per the schedule of requirements and in conformity with the said bidding documents.

I/We hereby offer to supply the Equipments, Products and Services at the prices and rates mentioned in the Commercial Bid.

I/We do hereby undertake, that, in the event of acceptance of my/ our bid, the supply, installation, commissioning and three years on-site comprehensive warranty maintenance of the Equipments, Products and other related items 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, commissioning and three years on-site comprehensive warranty maintenance charges for the RECL across India.

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

- a. Bid Letter
- b. Price Schedule

I/We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time and any extended period provided that I/We have not withdrawn in writing my/our bid after the expiry of 120 days.

I/We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply, install, commission and provide three years on-site comprehensive warranty maintenance as per these terms and conditions. There are no Financial Deviations from my/our side.

Certified that the bidder is:

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

or

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

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

Dated this day of _____ 2008

Signature of Bidder
Name

Details of enclosures

Full Address:

Telephone No.

Telegraphic Address:

Fax No.

E-mail:

COMPANY SEAL

Price Schedule

Table-I

Item Code (A)	Item Description (B)	Unit Price including taxes (C)	Initial Appx Qty (D)	Total Price including taxes (E=C*D) (E)
1	Server	In Figures: In Words	1	In Figures: In Words
2	Laptop/ Notebook (High Model)	In Figures: In Words	1	In Figures: In Words
3	Laptop/ Notebook (Lower Model)	In Figures: In Words	1	In Figures: In Words
4	Desktop PC	In Figures: In Words	26	In Figures: In Words
5	Multi Functional Printer (MFP)	In Figures: In Words	2	In Figures: In Words
6	Color Laser Printer	In Figures: In Words	1	In Figures: In Words
7	Laser Printer	In Figures: In Words	18	In Figures: In Words
8	Scanner	In Figures: In Words	35	In Figures: In Words
9	UPS	In Figures: In Words	26	In Figures: In Words
10	Online UPS	In Figures: In Words	1	In Figures: In Words
11	External Hard Disk (250GB)	In Figures: In Words	1	In Figures: In Words
12	Pen Drive (8GB)	In Figures: In Words	1	In Figures: In Words
13	RAM (1 GB)	In Figures: In Words	1	In Figures: In Words
14	MS Office Std 2007 INDIC (OLP Licensing) with media & documentation	In Figures: In Words	1	In Figures: In Words
15	MS Office Std 2007 INDIC (OLP Licensing) without media & documentation	In Figures: In Words	25	In Figures: In Words
GRAND TOTAL				In Figures: In Words

Date:

Signature of Authorised Signatory

Place:

Name :

Company Seal :

Note :

- Prices all inclusive of taxes including sales tax, VAT, octroi & road permit. It is bidders responsibility to deliver the goods at final destination. RECL may assist if required.

2. Costs should be indicated clearly both in figures and words and any cutting/ erasures/ overwriting/ deletions/ modifications etc shall be properly attested by the authorized signatory otherwise the bid is liable to be rejected.
3. Under no circumstances any extra/ additional taxes, duties, levies etc. shall be payable to the bidder by RECL unless such a tax, duty or levy has been newly introduced and notified by the Government of India.
4. Prices should be indicated in Indian Rupees only and in the respective units indicated at each row.
5. Calculations against each row as specified in the price schedule should be carried out carefully both for the total of each row and the Grand Total. Furnishing of any miscalculation etc. shall be at the bidder's risk and cost and the bid may be liable for summary rejection.
6. In case of a difference/ discrepancy between prices quoted in Words and/or Figures the higher of the two shall prevail.
7. The prices indicated by the bidder should be inclusive all expenses in terms of three years on-site comprehensive warranty maintenance.
8. Costs for all items must be quoted otherwise the bid shall be rejected outright.
9. The details for column no. 'B' above are provided in chapter – 2: Scope of Work and Technical Specification Annexure – E and prices shall be deemed to have been quoted by the bidder taking into consideration these details and other clauses as specified in the tender document and as per tender terms and conditions and without any deviations of any form/sort/kind etc.
10. For details of scope of work and Costs for Optional Item as per Table – II must be quoted otherwise the bid shall be rejected.
11. RECL shall carry out recalculation/ verification of the prices, Total (against each item) and Grand Total based on the prices/ cost quoted by the bidder for unit price, applicable taxes (as applicable), post warranty AMC cost (as applicable) based on indicated initial approximate quantities and the final calculations as arrived by the RECL shall be binding on the bidder.
12. In case of any part/ sub-component/ sub-assembly/ software/ peripherals etc. not being quoted / included by the bidder for the effective and efficient performance of the equipment/ product in pursuance to 7 above and/or any hiding/ false/ forging etc. of information/ quoted prices in the price schedule then the same shall be at the bidder's risk and cost and in the event of failure to comply shall result in summary rejection of bid and revocation of appropriate tender clauses and blacklisting of the bidder, at the discretion of the RECL, and in such an event RECL reserves the right to carry out financial evaluation of the rest of the bids as per the tender terms and conditions.
13. The bidder shall be deemed to have noted and agreed to as specified in the tender that REC will NOT provide "Form C/D".
14. The bidder shall be deemed to have noted and agreed to the right of RECL to order for super-set/ sub-set of the items and/or procuring the same and/or similar items from alternate and/or different sources at RECL discretion.

Technical Bid – Specifications

I) Desktop Computer

Specify Make/Model _____

S.No.	Specification	Description	Make/Model	Part No.	Complied (Yes/No)
	Model				
1	Processors	Intel Core 2 Duo E7400 Processor(2.8 GHz, 3 MB L2 Cache 1066 MHz FSB) or Higher			
2	Chipset	Intel Q43 Express Chipset or Higher			
3	Motherboard	Intel original or equivalent or OEM motherboard			
4	Memory	2GB , 800Mhz,DDR2 RAM with Minimum 4 DIMM Slots or Higher			
5	Hard Drives	160 GB SATA (7200 RPM) SATA II(8MB Cache,7200RPM) 3.0-gbps Hard Drive or higher			
6	FDD	1.44MB			
7	Monitor	Minimum 19" Wide TFT or Higher (Same make/brand as CPU)			
8	Keyboard	USB 104 Keys (Bi-lingual Remington) OEM Mechanical Key Board - Non-OEM original Hindi Mechanical Keyboards matching with the color of the cabinet shall also be acceptable			
9	Mouse	2 button optical USB scroll mouse (same OEM make/brand as system)			
10	Graphics	NVIDIA / ATI Graphics Card with 256 MB RAM or Higher			
11	Optical Drives	Internal SATA 8x DVD Writer, Dual layer capability			
12	Bays	Minimum : 2 External & 1 Internal			
13	Audio	Internal Speaker with Audio Connector			
14	Networking	Intel Gigabit Ethernet Controller(10/100/1000)			
15	Ports	Minimum 8USB 2.0 Ports (At least 2in Front),1 Serial Port.			
16	Power Supply	Minimum 230 Watts or more (Surge protected) Screen Blanking, Hard Disk and System Idle Mode in Power on Set-up Password,			
17	Security	Power on password, setup password, locking chasis with external lock facility			
18	Certification	Windows, Linux			
19	OS	Windows Vista Business preloaded with Software Assurance			

20	Anti-Virus	One Year licensed Anti-Virus Software			
21	Recovery Tool	Pre loaded software tool that has provision for scheduled backup & restoration of OS & data			
22	Diagnostic Tool	OEM's Diagnostic tool for hardware diagnostics			
23	Warranty	3 years onsite comprehensive			

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

II) Laptop (Higher Model)

Specify Make/Model _____

Sl. No.	Features	Minimum specification required	Make/Model	Part No.	Complied (Yes/No)
1	Processor	Intel® Centrino® Duo ProcessorTechnology including Intel® Core™2 Duo Processor P8600 or higher			
2	Chipset	Intel® 45 Express Chipset or higher			
3	Hard Disk	160 GB HDD 7200 rpm Or Higher with Free Fall sensor			
4	Memory	2GB RAM DDR2 800Mhz upgradableup to 4 GB			
5	Display	13.3"/14.1"/15.4" WXGA			
6	Video Memory	Intel GMA 4500 MHD			
7	Keyboard / Mouse	Key Board with Dual Point Touch pad			
8	Optical Drive	8x DVD +/- RW or higher			
9	Audio	Built in Stereo speakers Headphone with microphone support			
10	Ports / connectors	PCMCIA Card Slot -1 Type I/II,VGA, RJ11, RJ45, USB-4 nos. or More, IEEE 1394			
11	Modem / NIC	56 K modem and integrated 10/100/1000 NIC			
12	Wireless LAN	Integrated Wireless LAN - wifi - 802.11 a/g/n			
13	Bluetooth	Integrated bluetooth 2.1			
14	Operating system	Windows Vista Business with Software Assurance & media and preloaded Norton/ McAfee/ Trend-micro Antivirus software with media and atleast 1 yr license			
15	Battery & Adapter	6 cell Lithium ion battery and AC adaptor			
16	Weight with Battery	up to 2.6 kg			
17	Warranty	3 years on site comprehensive with OEM			
18	Manageability Feature	Mgmt. S/w for H/w configuration, system health, and mgmt. of remote support			
19	Carry case	carry case			

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

III) Laptop (Lower Model)

Specify Make/Model _____

S.No.	Specification	Description	Make/Model	Part No.	Complied (Yes/No)
	Model				
1	Processors	Intel® Celeron Processor 530M (1.73GHz or higher, 1MB L2 Cache, 533MHz FSB) with Intel 965 Chipset			
2	Operating System	Genuine Windows Vista Home basic with Software Assurance & media			
3	Memory	1 GB upgradable to 4GB Dual Channel 667MHz DDR2 SDRAM			
4	LCD Display	14.1"/15.4" Wide Screen WXGA			
5	Hard Drives	160GB SATA hard drive or higher			
6	Optical Drives	8X DVD/CD-RW Combo			
7	Battery	6 cell Li-Ion Battery with 3.5 hour battery backup or higher			
8	Ports, Slots, Chassis	Externally Accessible:			
		4 USB 2.0 ports			
		15-pin VGA video connector			
		Gigabit Ethernet with Network connector (RJ45), WiFi & Bluetooth			
		56 K Modem with connector (RJ11)			
		AC adapter connector			
		Microphone in & Headphone jack			
		VGA			
		8-in-1 media memory card reader			
9	Weight	upto 2.75 kg			
10	Carry Case	Carry Case			
11	Additional Software	One Year licensed Anti-Virus Software			
12	Warranty	One year All India onsite comprehensive warranty			

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

IV) MFP (Print/Scan/Copy/FAX)

Specify Make/Model _____

S. No.	Item	Description	Make/Model	Part No.	Complied (Yes/No)
1	Functions	Black-and-white printing, black-and-white copying, black-and-white faxing, black-and-white and color scanning			
2	Print System/ memory/ network				
A	Print speed (black, A4)	22 ppm or above			
B	First page out (black, A4)	10 sec			
C	Processor speed	150 MHz or above			
D	Print quality (black, normal quality)	Up to 1200 x 1200 dpi			
E	Pages per month	Up to 7000			
F	RAM/Memory	64 MB			
G	Network	built-in 10/100 Ethernet connection			
3	Copy System				
A	Copy Speed	22 cpm or above			
B	Copy Resolution	Up to 600 x 600 dpi			
4	Scan System				
A	Scan type	Flatbed, ADF			
B	Enhanced Scanning Resolution	4800 X 4800 dpi			
5	Fax System				
A	Fax Speed	33.6 Kbps			
B	Fax Memory	2 MB			

Date :
Place :Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

V) Laser Printer

Specify Make/Model _____

S. No.	Item	Description	Make/Model	Part No. (if any)	Complied (Yes/No)
	Model				
1	Print technology	Monochrome Laser			
2	Print speed (black, A4)	14 ppm or above			
3	Processor speed	150 MHz or higher			
4	Print quality (black, best quality)	600 x 600 dpi			
5	Pages per month	Up to 5000			
6	RAM/Memory	8 MB			
7	Connectivity	USB 2.0			
8	First Page Out (black, A4)	< 10 Sec			
9	Warranty	One year All India Carry-in warranty with on-site comprehensive warranty in New Delhi			

Date :
Place :Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

VI) Color Laser Printer

Specify Make/Model _____

S. No.	Item	Description	Make/Model	Part No. (if any)	Complied (Yes/No)
	Model				
1	Print technology	Inline colour laser printing technology			
2	Print speed (color, A4)	Up to 4 ppm or above			
3	Print speed (black.A4)	12 ppm or above			
3	Processor speed	150 MHz or higher			
4	Print quality (black, best quality)	Up to 600 x 600 dpi			
5	Pages per month	Up to 5000			
6	RAM/Memory	16 MB			
7	Connectivity	High Speed USB			
8	First Page Out (black, A4)	< 30 Sec			
9	Warranty	One year All India Carry-in warranty with on-site comprehensive warranty in New Delhi			

Date :
Place :Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

VII) Scanner

Specify Make/Model _____

S. No.	Item	Description	Make/Model	Part No. (if any)	Complied (Yes/No)
	Model				
1	Optical Scanning resolution	upto 1200dpi			
2	Hardware scanning resolution	upto 1200 x 1200 dpi			
3	Enhanced scanning resolution	unlimited			
4	bit depth	48 bit			
5	Gray scale levels	256			
6	Image scaling	10 to 24000% in 1% increment			
7	Scan speed in preview mode	< 10 secs			
8	scan speed (OCR, A4)	<47 sec			
9	maximum scanning size	21.6 x 29.7 cm			
10	Button functions	2 front-panel buttons (scan, copy)			
11	Weight	< 2.5 Kg			
12	External I/O Ports	1 USB 2.0			
14	Warranty	One year All India Carry-in warranty with on-site comprehensive warranty in New Delhi			

Date :
Place :Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

VIII) Server

Specify Make/Model _____

S.No.	Specification	Description	Make/Model	Part No.	Complied (Yes/No)
	Model				
1	Processors	Intel Xeon 5405 Quad core 2GHz or better with 12MB l2 cache			
2	No. of Processor	quote with Single Processor, scalable to 2no. Processor			
3	Motherboard	Intel 5000 series with 1333 MHz FSB			
4	Memory	2 GB DDR2			
5	Slots	Six total: four PCI Express slots (3 x 4 lane and 1 x 8 lane); two PCI-X slots (64-bit/133MHz)			
6	Hard Drives	3 x 146 GB 15,000 rpm SAS			
7	RAID Controller	3G SAS controller with 256MB cache			
8	Monitor	17" TFT			
9	Keyboard	101 keys			
10	Mouse	optical scroll mouse			
11	Cabinet	Tower			
12	Optical Drives	8x or better DVD ROM			
13	Tape drive	36/72 GB DAT			
14	Networking	Dual LAN (10/100/1000)			
15	Bays	10 Nos. or more Hot pluggable Bays			
16	Ports	4 USB, 1 serial			
17	Power Management	Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge protection			
18	Certification	Windows, Red Hat			
19	OS				
20	Additional Software	Antivirus with 1 year license			
21	Warranty	3 years comprehensive			

Date :
Place :Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

IX) UPS

Specify Make/Model _____

S. No.	Features	Minimum Specification Required	Make/Model	Part No. (if any)	Complied (yes / no)
1	Design	Line Interactive			
2	Capacity	650 VA			
3	Input				
a	Voltage	135 - 300 V AC			
b	Frequency	50Hz±5%			
4	Output				
a	Voltage	230 V ± 9% AC			
b	Regulator on mains	Automatic voltage Regulation			
c	Transfer time	<6ms			
d	Regulator on battery	Pulse with modulation			
5	Protection				
a	Short Circuit Line	Fuse protection			
b	Short circuit inverter	Pulse to pulse active protection			
6	Battery				
a	Type	Sealed Maintenance Free Lead-Acid battery, leak proof			
b	Protection	Auto-protection, intelligent charge, overcharge, deep discharge, battery low & shutdown			
c	Appx. Backup Time	30 min			
7	Weight	< 8 kg			
8	Operating temperature	0°C ~ 48° C			
9	Operating Humidity	0 to 90% non-condensing			
10	Audible Noise level	<35db Distance 1 meter from UPS			
11	Warranty	3 years onsite comprehensive			

X) Additional S/W:

S. No.	Item	Description	Make/Model	Part No. (if any)	Complied (Yes/No)
1	MS Office Std 2007 INDIC (OLP Licensing)	with media & documentation			
2		without media & documentation			

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

Dear Sir,

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

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

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

This guarantee shall be irrevocable and shall remain valid upto _____, if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from _____ on whose behalf of this guarantee is issued.

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

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with previous consent of the owner in writing and agree that any changes in the

constitution of the said tenderer of the said bank shall not discharge our liability hereunder.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this day of 2008 at _____.

Witness
(with name and official address)

1.

2.

Signature
Name
(Designation with bank stamp)

Power of Attorney No.