

RURAL ELECTRIFICATION CORPORATION LIMITED

TENDER NO: REC/HR/TRG/Web Portal/2009-10

Bid Document

Request for Proposal (RFP) For

- Online Monitoring & Management of two (2) training Portals
- 1) National Level C&D Discom Employees Training Portal
 - 2) National Level Franchisee Training Portal

- | | |
|---|---|
| I) Pre-bid discussion date & Time | : 08 th December'2009, 11.00 Hrs |
| Time: Hours (IST) | |
| II) Last date for distribution of Tender Document | : 05 th January'2010; 10.00 Hrs |
| Time: Hours (IST) | |
| III) Last Date for Submission of Bids | : 05 th January'2010; 11.00 Hrs |
| Time: Hours (IST) | |
| IV) Date of Opening of Bid | : 05 th January'2010; 12.00 Hrs |
| Time: Hours (IST) | |

Issued by-

Rural Electrification Corporation
Corporate office annex
2ND & 3RD Floor, Palika Bhawan,
R.K.Puram,
New Delhi-110066

Rural Electrification Corporation
Corporate office
Core -4 Scope Complex
7, Lodhi Road, New Delhi – 110003
www.recindia.gov.in

Fill in the following details

1. STRUCTURE AND ORGANISATIONAL SET UP

- a) Name & Address of the registered office :
With registration particulars
- b) Status of the Organization :
(Company or Partnership Firm)
- c) Telephone Nos., Fax Nos., E-mail etc. :
- d) Articles of Association/Partnership Deed etc./ :
Certificate of Incorporation
(Attach Copy of Certificate)
- e) Date of Incorporation. :
- f) Name, Qualification and Bio-data of Proprietor/ :
Director/Partners/Executives
(Attach separate sheet)
- g) Total Number of Employees. :
- h) Number of years in Business. :
- i) References of registration with other organizations :

2. CAPABILITIES

(Use separate sheet wherever required)

- a) List of Offices in India. :
- b) Collaboration/Tie up/Association with other :
Personnel or Organization (Enclose details)
- c) Names of the organizations and kind of work :
Executed in IT and other related areas
(Use separate sheet, if required)

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CHAPTER 1

INTRODUCTION

1.1 Invitation for the Bids

Sealed bids in two parts, Part-1: Earnest Money Deposit (EMD), Documents named as `Eligibility Criteria' & Technical Bid and Part-II: Financial Bid valid for 4 months are invited for Online Monitoring & Management of **two training Portals- (i) National Level C&D Discom Employees Training Portal and (ii) National Level Franchisee Training Portal.**

1.2 About REC

Rural Electrification Corporation is a non-banking financial company engaged in financing electrification projects. Its objective is to promote and finance projects aimed at power generation, distributed generation, transmission, integrated system improvement, energy conservation, renovation and maintenance, power distribution. It is also the nodal agency to implement the Rajiv Gandhi Grameen Vidyutikaran Yojana, a flagship program supported by the Ministry of Power, Government of India. The Corporation proclaims its omnipresence all over the country through a network of 17 offices (5 Zonal Offices and 17 Project Offices). This is in addition to the Corporate Office (at Delhi), **Corporate Office annex (at Palika Bhawan, Delhi)** and Central Institute of Rural Electrification, a training centre (CIRE at Hyderabad). The list of all offices can be seen from the Corporation's web-site

See for more details of REC on <http://www.recindia.gov.in>

1.3 Backdrop

Sec A: Request for quotation for National Training program of C&D employees - online monitoring and management portal

'C&D employees' in a Power Distribution Company consists of non-executives in secretarial staff, accounts wing, technical staff and class-IV, and, UDC, LDC, Stock Verifier, Store Clerks, Typist etc who belong to the ministerial staff. Helper, Linemen, Line Inspectors, Electrician, Sub-station Operators, Consumer Complaint Attendants, Meter Readers fall in the technical staff whereas Peon, Chowkidar, Jamadar etc. are Class-IV employees. It provides for the development of course ware, training faculty, partial financial support to the power companies /empanelled training institutes as the case may be, for training C&D employees.

Sec B: Request for quotation for National Franchisee Training program - online monitoring and management portal.

"*Franchisee* means a person authorized by a distribution licensee to distribute electricity on its behalf in a particular area within his area of supply." [Electricity Act 2003: Clause 2 (Definitions): Sub-clause 27].

The franchising can be on Revenue both collection and Input based, O&M based, Input based etc. The franchisee can be an individual entrepreneur, NGO, local self government, village councils etc. The number of franchisee may swell to 40,000 by the end of 11th plan period. National Franchisee training program that is going to be implemented now under this contract is to span for the remaining period of 11th five year plan. The plan provides for the development of course ware, training faculty, partial financial support to the power companies /empanelled training institutes as the case may be, for training franchisees.

1.4 Summary of work

The developed software shall be a training portal separately on (i) National Training program of C&D employees- online monitoring and management. & (ii) National Franchisee Training Program- Online Monitoring and Management

1. **Section A:** Portal is expected to manage training delivery and management for approximately 75,000 Group of C&D employees from various power companies in the country. All the power distribution companies, which will be around 100, and around 300 empanelled training institutes, both under the power companies as well as independent training institutions. It is also going to be collaboration platform for distribution companies (utilities), C&D employees, Rural Electrification Corporation, its training institute CIRE at Hyderabad and other third party training providers providing a robust web enable IT platform for real time data capture, processing into meaningful MIS inputs, dissemination across large no. of users and stakeholders, application for various purposes of monitoring, decision making. The data to be captured and disseminated shall relate to training providers, utilities, training institutes, profile and data of trainees, their training feedback, claims raised by training providers, including its online processing, based on successful delivery of training programme. The web based IT platform envisaged sport from being technically robust and foolproof with all safety features preventing unauthorized access, use or retrieval of data will also be developed into mode of aesthetically of appealing and attractive manner providing suitable illustrate graphic picture and bar charts.
2. **Section B:** Portal is expected to manage training delivery and management for approximately 40000 individual franchisees from various power companies and individual entrepreneurs (existing electricity distribution franchisee and those willing to work as such) in the country. All the power distribution companies, which will be around 100, and around 300 empanelled training institutes, both under the power companies as well as independent training institutions. It is also going to be collaboration platform for distribution companies (utilities), Franchisee's, Rural Electrification Corporation, its training institute CIRE at Hyderabad and other third party training providers.

Section B is proposed as a replication of Section A and therefore portal developed cost is estimated to be substantially lower.

A lot of functionalities of these two portals might be common, but operationally these two portals will be running as separate program with their own databases and their own reporting needs.

1.5 Eligibility/ Pre-qualification Criteria

- a) The bidder shall be the single point of contract for RECL and shall be solely responsible for all scope of work and Deliverables. Attach an undertaking to this effect.
- b) The bidder's average annual income during the last three years should have a minimum value of Rs. 20 lakhs (Rupees twenty lakhs only). Attach documentary evidence (audited balance sheet) for confirmation regarding income. The income refers to a company and not the composite income of its subsidiaries/sister concerns etc.
- c) Experience of successfully executing similar works during the last seven years ending 31st March 2009, should be either of the following.
 - (i) Three similar completed works costing not less than Rs. 1000000/- (Ten lakhs) each.
Or
 - (ii) Two similar completed works costing not less than Rs 1250000/- (Twelve lakhs fifty thousand) each.

Or

- (iii) One similar completed work costing not less than Rs. 2000000/- (Twenty lakhs).

Note: Similar work is defined as the work for creation & operation of a web portal for Public Sector & Govt. Departments as well as private sector for developing Web-Based information system for online monitoring.

- d) Bid should accompany an earnest money deposit of Rs.50000/- (Rupees Fifty Thousand only) in the form of Demand Draft/Banker's cheque drawn on a scheduled commercial bank in the favor '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 the risk of the bidder.
- e) Bidder should submit valid documentary proof of Service Tax Registration number and the details of Income tax registration number (PAN).
- f) 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, failing which the bid shall be summarily rejected.
- g) 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 its sister concern/subsidiary company and/or parent company etc. failing which the bid shall be summarily rejected.
- h) 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.
- i) REC reserves the right to reject the offer or terminate the contract if already entered, in case it is found that the bidder has furnished incorrect/false information pertaining to eligibility criteria.
- 1.6** Tender documents shall be available from the office of DGM (HR), REC, 2nd Floor, Palika Bhawan, R.K.Puram, New Delhi-110066.
- 1.7** Complete tender document are also available on REC's website <http://www.recindia.nic.in>. The documents downloadable by the parties from the website shall be valid for participation in the tender process.
- 1.8 Performance record**
- i) Details of work experience, client - wise with Public Sector & Govt. Departments as well as private sector during the past 2 years.

Work Experience

Sl no	Name of the Client	Order Date	Completion date as per order	Actual completion Date	Type of Services	Value of Work done

Note: Please enclose Certificate of Satisfactory completion from client(s) for the Services provided

- ii) Total annual turnover of the company (Rs.) for the last three years.
(A copy of the latest balance sheet of the company to be enclosed, unaudited balance sheet for 2008-09 shall be acceptable).

1.9 Tenders received without the requisite fee shall be considered as invalid ab-initio.

1.10 The bid is to be submitted in sealed envelope:

- i) Part-I: Envelope One should contain four separately sealed envelopes:
1. EMD sealed separately and super scribed/marked with works 'EMD' on the envelope
 2. Eligibility/Pre-Qualification Criteria Document sealed separately and super scribed marked with words "Eligibility/Pre-qualification Criteria" on the envelope
 3. Technical Bid sealed separately and super scribed/marked with words "Technical Bid" on the envelope
 4. Copy of this Tender document duly signed on each paper as a confirmation of acceptance of all terms and conditions.
- ii) Part-II: Envelope Two should contain:
1. Financial Bid sealed separately and super scribed/marked with words 'Financial Bid' on the envelop

The content on the envelope tender number, bidder's name and 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 mentioned the tender number, bidder's name and address on the top of the sealed envelope.

1.11 The bids complete in all respects addressed to the DGM (HR), REC should be submitted into the tender box kept at the REC reception at the following address latest by 1100 hours (IST) on 05th January'2010. REC 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.
2ND FLOOR, PALIKA BHAWAN,
R.K.PURAM,
NEW DELHI-110066

1.12 The Part-I as specified in clause 1.1 above will be opened in the Corporate Office annex (at Palika Bhawan, Delhi) of REC, 2nd & 3rd Floor, Palika Bhawan, R.K.Puram, New Delhi-110066 on the same day (last date of submission of the bid) at 12.00 Hours (IST) in the presence of bidders who choose to be present and offers read out.

1.13 In the process of submission of the bid if any inconvenience is encountered by the bidder then either of the following officers of REC may please be contacted;

- a) Mr. J.K.Chakravarthy, DGM (HR), Phone 011-24102575, 24102321 (Ext-204)
- b) Mr.P.K.Mukhopadhyay, DGM (IT), Phone 011-24362483, 011-24365161 (Ext-519)
- c) Mr. Sanjay Bansal, Chief Manager (Finance&A), Phone 011-43091616

1.14 The REC reserves the right to accept or reject the whole, accept or reject part of, any or all bids at its sole discretion.

CHAPTER 2

SCOPE OF WORK

SOFTWARE REQUIRED FEATURES

2.1 Executive Dashboards

- It should integrate with REC's existing MPLS VPN Network.
- Delivery installations, commissioning of any additional tools like RDBMS front and backend tools to be provided.
- Software will provide executive dashboards for Govt. of India, Ministry of Power, REC Officials (CMD, ED, GM, and DGM), and Utilities heads.

Executive Dashboards-Separate for both the Portals

There are going to be separate dashboards for C&D Training Program and Franchisee Training Program.

(a) Dashboard features for Group C&D Program Portal

REC Level

- i. MoU Target C&D vs. Actual Trained C&D (Bar Chart)
- ii. Pie Chart regarding total C&D Group employees vs. Trained employees
- iii. Pie Chart regarding total C&D Group employees vs. Remaining to be trained
- iv. Comparisons C Group vs. D Group employees
- v. Statewise/Discoms wise bar Chart about C&D group people trained
- vi. Training Effectiveness – Survey Analysis.
- vii. Pie Chart showing Invoice received vs. payment made regarding training program
- viii. Trend Analysis (Line Diagram) regarding no. of participants trained

Utilities Level

- i. C&D employees selected for participation vs. actual trained
- ii. Effectiveness of the training program
- iii. Bills/Invoice generated vs. payment pending
- iv. Month wise program Chart regarding C&D employee trained

(b) Dashboard features for National Franchisee Training Program Portal

REC Level

- i. Pie Chart regarding total no. of Franchisee Organizations to be Trained vs. Remaining
- ii. Pie Chart regarding total no. of participants from Franchisees organization trained vs. total no. of people in Franchisees
- iii. State wise/Discom wise comparison Chart about Franchisees Trained Organizations as well as participants
- iv. Trend Analysis (Line Diagram) regarding no. of participants trained
- v. Pie Chart showing Invoices received vs. payment made regarding training program
- vi. MoU targets set vs. achieved (Bar Chart)
- vii. Conversion rate of Potential Franchisees into actual Franchisees

Utilities Level

- i. Month wise program Chart regarding Franchisee organizations trained
- ii. Month wise program Chart regarding individuals from franchisee organizations which got trained
- iii. Pie Chart showing Invoices sent vs. payment received
- iv. Conversion rate of potential Franchisees into actual Franchisees.
- v. Potential Franchisee Trained.

2.2 Features common to both the portals (Sec: A and Sec: B)

- a) The developed software – Portals should integrate with REC’s existing MPLS VPN network. All hosting related jobs i.e. Installation, H/w and S/w configuration, Server configuration, network management and bandwidth management and hosting with ISP will be sole responsibility of the bidder.
- b) The portals so developed should comply with CERT-IN guidelines circulated by Deptt. Of IT. It would be responsibility of the bidder to get the portals audited by CERT-IN empanelled vendors prior to hosting the same.
- c) The portal so developed should be in UNICODE/ UNICODE complaint.
- d) The bidder has to specify bandwidth requirement for accessing the portal based on the no. of user accessing the site.
- e) Delivery installations, commissioning Server Hardware, Operating System, RDBMS and any additional backend and fronted tools to be sole responsibility of the bidders.

OPTIONAL (Hosting in Data Centre of REC)

- a) The developed software – Portals should integrate with REC’s existing MPLS VPN network and it would be sole responsibility of the bidder to host the portal in Data Centre of REC. All hosting related jobs i.e. H/w and S/w installation, Server configuration, network management and bandwidth management along with integrating the same in DC of REC etc. has to be managed by the bidder.
- b) The portals so developed should comply with CERT-IN guidelines circulated by Deptt. Of IT. It would be responsibility of the bidder to get the portals audited by CERT-IN empanelled vendors prior to hosting the same.
- c) The Data Centre of REC is ISMS 27001:2005 compliant. Therefore, the bidder is required to complete the Security Audit of the software related to portal development as per ISMS 27001:2005 prior to hosting.
- d) The portal so developed should be in UNICODE/ UNICODE compliant
- e) The bidder has to specify bandwidth requirement for accessing the portal based on the no. of user accessing the site.

Delivery installations, commissioning Server Hardware, Operating System, RDBMS and any additional backend and frontend tools to be sole responsibility of the bidders

2.3 SPECIFICATIONS OF SOFTWARE COMMON TO BOTH THE PORTALS (SEC: A AND SEC: B)

a) General

- i. Entry of all relevant data required for the project, Monitoring and Management.
- ii. This is a Turnkey project.
- iii. The developed portal is going to be based on self-service approach akin to the employee self-service portal in Human Resources ERP (Enterprise Resource Planning).

- iv. Should be upgradeable / customizable to include other capacity building & HRD initiative/other features that may be introduced in future.
- v. Every Stakeholder in the portal is going to be provided a user-ID and password to access the portal.
- vi. **Content Management System (CMS):** The development of the entire multilingual website should be done through CMS. The administrator will have the full control on all contents and files in the website. Administrator will decide the types of permission to be awarded to sub-administrators and users. The main features of CMS should be as follows:
 - i) All information submitted via the CMS should be added to database.
 - ii) Images: Ability to add images to various pages should be based on CMS requirements. A wizard could take the user through a process similar to attaching an image to an e-mail.
 - iii) The portal should be able to keep the content for course materials, circulars, guidelines, manuals etc
 - iv) Photo-gallery: Software should also implement photo-gallery features as content where the photos can be uploaded through web-based forms into different categories
 - v) System should record changes made by a specific user. The CMS Security Model should document changes made to a specific section and should also document details including time, date, user and section of the site modified.
 - vi) Time, Date, Stamp: System should record when a piece of content was submitted, approval and date of approval.
 - vii) Spell Check: Administrator should have the ability to run a spell checker on a content included in online thoughts. It should identify misspelled words and offer suggestions.
 - viii) Content Administrator: Content Administrator and approved sub administrators may preview content to check look and feel on the application in its correct format before approving. They will be able to perform these checks as the click of the button.
 - ix) Approval: All contents need to be approved by the administrator before it is to be published on the Web.
 - x) System should automatically ensure that all content appears in the correct font, size and template format.
 - xi) Notification: An E-mail notification should be sent for all approvals.
 - xii) Archive for individual record should be maintained. For example, logs of all changes made to be content. This should also allow users to revert from archived content to the current version.

b) Specifications

- i. The Online Monitoring and Management Software must be based on three tier web based architecture. It should be based on either .NET or J2EE based architecture.
- ii. International Best Practices should be followed during implementation of software.
- iii. The features/software of the portal system must be designed to make it amenable to download/access all the relevant data of MIS on mobile phone also in addition to desktop, laptop, palmtop formatted for PDA.
- iv. The software should support for all transactions/document uploading and reports in English, Hindi, Telugu, Tamil, Kannada, Malayalam, Gujarati, Bengali, Marathi, and should be upgradable to other desired languages as and when required.

c) MoU Management

REC signs MoU with utilities regarding both C&D group training as well as Franchisee training. The developed software should provide provisions for capturing MoU data with targets. These targets are linked to progress. MIS and graphical reports must be generated out for this system.

The software should provide upload of MoU (scanned copy/PDF copy) to portal.

d) Monitoring and Management of Training Venues

Software is going to have features for managing both utility owned training venues and also third party training classrooms i.e. of local bodies, institutes etc.. It will keep the complete information about period for which it is available, name and contact information of the administrator of each of this training facility etc. This portal should allow at any time to see all the interactions regarding training with this institute. It should be possible to see all the activities at single place related to a training venue. All the courses conducted, participants register, Instructor's register, Invoices generated etc.

e) Monitoring and Management of Faculty/Instructors

Complete monitoring and management of Faculty will be done through this portal. All associated transactions will be captured here like empanelment, appointment for a particular course, survey and feedback regarding training etc. The portal is going to record all the transactions of instructors regarding this training program.

f) Monitoring and Management of Training

The agenda of training will be prepared automatically through this portal. The portal will also capture admission into training program on the training day for all those locations where the internet connectivity is readily available & facility for offline uploading of data where internet connectivity is not readily available.

g) Authorization and Approval Workflow

Training Calendar, Bills/Invoices, Success stories needs to be authorized before they can be published on the portal. The authorization is going to be multi-level. Software must report multi-level authorization to be defined. These rules are different for different kind of transaction like Training Calendar, Invoices etc.

h) Bills/Invoices Generation

The software must support functionality for Bill/Invoice Generation by utilities and their disposal at REC. Each of the Invoice /Bill must undergo through validation criteria before it can be processed at REC. The developed software must implement these criteria. Bills/Invoices must be generated separately for group C&D program and Franchisee Training Program.

i) Payment Processing at REC

REC after validating the Bills will make the payment. Bills/Invoice must be submitted online for processing at REC. There will be an authorization chain setup to process these invoices. A bank transfer statement will automatically be prepared for payment processing.

j) Online Question Bank Preparation

An online question bank can be prepared relevant to each topic. Software should provide a facility to create questions in multiple questions format along with the answers. The difficulty level of questions will also be stored along with it.

k) Self-Testing/testing regarding course

Software should be able to automatically generate an online test for an individual in a timed fashion regarding a course. A person can take this test after taking the course. The software should announce the score/marks obtained by the participant at end of test.

l) Survey Management

Both

- Regular Surveys.
- Web Based polls must be implemented in the software.

i. Survey Question Bank

Software must support creation of survey question bank. The software should provide survey responses. It should also be possible to define whether the responses will appear as radio boxes (only one response), checkboxes (multiple response) or in drop down format.

ii. Generation of survey form

Survey forms can be generated online. Question and response options regarding survey should be supported in software. Software should allow creation of survey by picking up the questions from the survey question database. A survey form can also be created just by copying a previous survey form. Software should support editing of copied surveyed forms. The survey forms must be organized course wise.

iii. Survey Participation Management

Software should provide a facility to manage the participation in survey on invitation/selection basis.

m) Public Interface/Hindi Website

As part of public interface, the portal should provide a web-site for public use. Few of the selected reports and content will be kept as part of this. For the public interface other than the generated reports all other things must also be available in Hindi.

n) E-Mail & SMS Alerts

The software should provide email & SMS alerts for various stages of the training – for various users/stakeholders.

o) Complain Management Systems

Registration for reporting complaint- The person reporting complain must first register him/her. The software will provide a registration form for the same.

i. Reporting of Complaint

A category of complain will be chosen and complaint will be registered against this category. A compliant number will be given.

ii. Forwarding of Complaint

The software should allow the complaint to be forwarded to a particular use/person for the resolution of the same. The complaint can again be forwarded to some other user.

iii. Updating Status of Complaint

A person working on the complaint can update the status of the same. He can also add his comments as part of analysis.

iv. Tracking Status of Complaint

Person filing a complaint can track the status of its complaint with complain number given to him.

p) Feed back window

This is open to all C & D employees and franchisees to give their opinions on the training programs, and give any suggestions.

q) Multi-Language Support

Training material for the program is going to be translated into 10-15 regional languages. The portal should provide facility to add content in these many languages. The added content will be in HTML format, it is not a simple uploading of attachment.

r) Category Creation

The software should be able to create various categories for storing the training materials. These categories are various subjects/topics for training. And for each program separately.

s) MIS Reports

There are going to be 50-60 MIS reports each at various frequencies out of this system. Several of these MIS reports will compile various data like survey results and provide a graphical/pictorial presentation.

These reports must be exported to PDF Files in excel file format also.

t) Computer Generated Letters

Various letters like empanelment, appointment for training, invoices and payments must be automatically generated from the software.

Each letter generated should contain the Program/activity name, date and time of generation, file number and letter number.

These generated letters can be retrieved at any moment.

u) Web Based Training

The facility of web based training i.e. online registration, online participation, online evaluation, distance classroom learning mode through this portal must be there.

2.4 Micro-Sites for Utilities/Institutions Providing Training/Self-Service Portal

Software should allow creation of micro-sites akin to self service portals for utilities/Institutions providing training to C&D employees and Franchisees. The software for micro-sites shall also be provided under this contract.

The Micro-sites in general, will contain the following. The MIS reports given here are illustrative.

- Training Calendars of each program
- Reference/study material in various languages
- Survey for Training Programs
- Memorandum of Understanding entered
- Instructors of the training programs and their curriculum vitae.
- Feedback of the participants.
- Bill/Invoice Submission for already conducted trainings.
- Profile of the training institution including the screen for images
- Third party training providers associated with utilities.
- Cumulative Profile and details of Trainees
- Photo gallery etc.
- Video screen for films.
- Archives.
- Correspondence.
- Quarter news letter from the nodal agency.
- Links to REC India, MOP, websites of power companies, and any others.

For C & D employee separately-Sec: A

- MIS in various formats for monthly, quarterly, half yearly, and yearly - State, District and mandal/taluq wise, company wise, Category wise, and employee wise in C & D employee, training institute wise., and date wise.
- Profile of power distribution company/ies
- Training programs will be more than one type. It may go up to Eight (8) types of programs, one each sub-category of C & D employees like linemen, meter readers, revenue and billing, electrician etc. So, the micro sites appropriately will be program wise.

For Franchisees separately-Sec: B (To be replicated with suitable change whenever needed)

- MIS in various formats for monthly, quarterly, half yearly, and yearly - State, District and mandal./taluk wise, company wise, Franchisee wise, training institute wise., and date wise.
- Overall Picture of a Franchisee Organizations
- Program will be of two types. One for Training of trainers and secondly, training for the franchisees.

2.5 SELF SERVICE PORTALS

There are going to be self service portals for both C&D group employee portal and Franchisee training program portal

(a) FOR C&D GROUP TRAINING PORTAL

Utility Self Service Portal

- i. Creation/Updating of database regarding profile of group C&D employees of utility
- ii. Publication of training Calendar regarding C&D group employees
- iii. Nomination of C&D group employee in the training program
- iv. Actual participation information – session wise attendance update
- v. Upload of profile of Instructors
- vi. Creation Survey data upload if survey had not done online
- vii. Submission of Bills/Invoices to REC

REC Self Service Portal

There will be two or three different level of REC Self Service Portals depending on the authorization rights.

- i. Approval of training calendar submitted by utilities
- ii. Approval of Bills/Invoice submitted by utilities
- iii. Payment with respect to Bills/Invoices regarding training program
- iv. Approval for publication of success stories
- v. Publication/Upload of Curriculum regarding various topics (these curriculums are in multiple languages)
- vi. Upload of success stories
- vii. Upload of Video/Audio Clips regarding Success Stories

Knowledge Partner Self Service Portal

- i. Conducting Training Effectiveness Survey
- ii. Submission of Reports regarding training effectiveness survey
- iii. Introduction of New Courses
- iv. Upload/Submission of new course training materials
- v. Upload/Submission of Success Stories

Instructor Self Service Portals

- i. Acceptance of Invitation for a particular training program
- ii. Submission of localized training content
- iii. Feedback/Suggestions
- iv. History of participation in Franchisee Training Program
- v. Update about expertise area

(b) FOR FRANCHISEES TRAINING PORTAL

Utility Self Service Portal

Utility self service portal is going to host following transactions

- i. Creation/Updating of existing franchisee portal
- ii. Preparation of Training Calendar (Monthly/Quarterly/Half Yearly/Yearly)

- iii. Creation/Updating of Training venues
- iv. Creation/Updating of Instructors for training
- v. Enrollment of Franchisees for training program
- vi. Enrollment of Instructors for training sessions
- vii. Session wise attendance upload
- viii. Upload of profile of Instructors
- ix. Survey data upload if survey had not been done online
- x. Submission of Bills/Invoices to REC

Franchisee Self Service Portal

- i. Nomination of people to franchisee training against a course in training calendar
- ii. Feedback about course/training program (about an individual training program as well as entire training program)
- iii. Request for inclusion of new training programs
- iv. Submission of success stories
- v. Report on course wise/session wise attended training programs

For Franchisee training REC Self Service Portal, Knowledge Partner Portal, and Instructor Self Service Portal are going to same as National Training program of C&D Employees Portal

2.6 SPECIFICATION OF SERVER, O/S, SOFTWARE AND RDBMS ETC (SEC A and SEC B)

The bidder to quote for suitable RISC based server for deploying separately each of the portals i.e. Sec-A and Sec-B. The tpmc rating of the server should be at least 80000. The O/s, Software and RDBMS to be supplied for optimal performance with the server h/w. Bidder should note that the Server h/w and software and RDBMS to provide optimal performance to meet the requirement of no. of user accessing each of the portals.

CHAPTER 3
INSTRUCTIONS TO BIDDER

3.1 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and REC 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 been 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 the 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

a)The bid is to be submitted in sealed envelope:

iii) Part-I: Envelope One should contain four separately sealed envelopes:

5. EMD sealed separately and super scribed/marked with works `EMD' on the envelope
6. Eligibility/Pre-Qualification Criteria Document sealed separately and super scribed marked with words "Eligibility/Pre-qualification Criteria" on the envelope
7. Technical Bid sealed separately and super scribed/marked with words "Technical Bid" on the envelope
8. Copy of this Tender document duly signed on each paper as a confirmation of acceptance of all terms and conditions.

iv) Part-II: Envelope Two should contain:

2. Financial Bid sealed separately and super scribed/marked with words `Financial Bid' on the envelop

The content on the envelope tender number, bidder's name and 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 mentioned the tender number, bidder's name and address on the top of the sealed envelop.

- b) The content on the envelope, tender number, bidder's name and address should be clearly marked on the top of the sealed envelopes.
- c) 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.
- d) 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.
- e) Deviation if any to be brought out very clearly in deviation sheet.

- f) The outer envelope containing EMD, eligibility criteria Document, Technical Bid and Financial Bid shall be address to The DGM (HR), REC, 2nd Floor, Palika Bhawan R.K.Puram, New Delhi-110066 the mentioning bid no. and date.
- g) The outer envelope should be address to Mr J.K Chakravarthy, DGM (HR), REC and super scribed "Tender for Online Monitoring & Management of Two (2) Training Portals" and also "Do not open before 05th January'2010; 12.00 Hrs"
- h) 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.
- i) Tenders might be sent by tenderers by Courier/Speed Post with the envelope marked as mentioned in (f) above. Alternately, the tenders may also be deposited by the Tenderers in the tender box kept at REC Reception, 2nd Floor, Palika Bhawan R.K.Puram, New Delhi-110066.
- j) Telex, cable, email, facsimile or unsealed bids etc. shall be rejected outright.

3.4 Earnest Money Deposit (EMD)

- a) An earnest money of Rs. 50,000/- (fifty thousand only) should be submitted as a Demand Draft/Banker Cheque drawn in favor of REC Ltd, New Delhi towards earnest money deposit. Cheques, Money Orders, Cash etc. shall not be accepted as EMD.
- b) The earnest money for unsuccessful bidders will be refunded in a reasonable time after the selection process is over. The earnest money for successful bidder will be refunded on receipt of bank guarantee for 10% of contract value against Performance Bank Guarantee (Annexure-E).
- c) No interest is payable on earnest money deposit.
- d) In case of inadequacy or non – submission of the prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.
- e) The EMD may be forfeited, if a Bidder withdraws the 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 1.5 of 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) Technical Bid Form- Annexure A
- b) The bidder should submit the undertaking Annexure-B
- c) Technical documents containing the experience in the relevant field.
- d) Personnel profile of the manpower proposed to be attached with this project.
- e) Submission of Relevant Certification documents of the personnel to be deployed for this project.
- f) Any other relevant information.

Note: the bidder should submit self/company attested photocopies of the documents wherever required.

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) Quoted prices should be firm and inclusive of all logistics, taxes, levies any other charges applicable 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.
- c) The bidder has to give total cost of the work.
- d) Prices quoted by the bidder shall remain valid during the 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.
- e) 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.
- f) 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.
- g) During the validity of this bid or during the extended period, if any, if the bidder sells/provides similar service of the same nature 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 REC. In case of a failure to pass on the reduced prices to REC within a maximum period of 30 days of such reduction as offered by the bidder to any other Department/Organization the purchase order shall be cancelled. Further, the bidder shall be blacklisted by REC for indefinite or specific period of time at REC 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 REC.
- h) The prices shall be for carrying out work at desired destination/locations across India.
- i) 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 REC at the address given in **Chapter - 1** 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 REC, the bids will be received up to the appointed time on the next working day.
- b) The REC 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 REC 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 REC after the deadline for submission of bids prescribed by the REC will be rejected and/or may be returned unopened to the bidder on specific written request.

3.10 Bid Opening and Evaluation

REC 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-1. 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 REC, the bids shall be opened at the appointed time and location on the next working day, the content of the bids will be read out.

3.11 Opening of Bids

- a) A maximum of two representatives for any bidder shall be permitted and authorized to attend the bid opening.
- b) REC will open the EMD envelope, 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 Eligibility Criteria Documents are found in order. The contents of the bids will be readout.

3.12 Clarification of Bids

- a) During evaluation of the technical bids, the REC 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 REC 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 REC 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 REC, it should be done in writing.
- c) Any effort by a Bidder to influence the REC in its decisions on bid evaluation, bid comparison, or contract award decisions may result in rejection of the Bidder's bid and REC will declare the firm ineligible either indefinitely or for a stated period of time from participation in future RFPs/tenders of REC.
- d) REC reserves the right to revise or alter the scope and or specification/deliverables of the tender before acceptance of any bid but prior to opening of the financial bids. However, in such an eventually, all the eligible/pre-qualified bidders may be given an opportunity to consider such changes and revise their financial bid accordingly at their discretion, if found necessary. In case the scope/specifications/deliverables offered deviate from the scope/specifications/deliverables as described in the tender, the bidder should describe unambiguously in what respect and to what extent the services offered differs from tendered scope/specifications/deliverables, even if the deviations is not very material.
- e) REC reserves the right to call for revised financial bid from the eligible/prequalified 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 within the REC 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 REC cannot be higher than the original financial bid submitted by the bidder for the total/sub-total and/or individual the then 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, 3.7 and 3.15** and REC will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsiveness bid is one, which conforms to all specifications and terms and conditions of the Bidding Documents without material deviations.
- b) A bid determined as not substantially responsive may be rejected by the REC and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- c) The bidders short-listed by REC based on evaluation of their technical bids and/or compliance to the technical specifications may be called for detailed **discussions and/or presentation/demonstration** on the offered services vis-à-vis REC requirements to the duly constituted evaluation committee, at sole discretion of REC at a specified date, time and venue, which may be at vendor's facilities as determined by REC. The date time and 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 default the bid shall be rejected outright.
- d) REC at its sole discretion may decide not to have discussion/presentation.
- e) The technical evaluation committee may at its own discretion decide to carry out surprise inspection of bidder's facilities 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.
- f) For technical evaluation including presentations, bidders have to ensure the availability of appropriate specialist along with every type of documentation, equipments, software required from their organization for interacting with 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. REC will open the financial bids of only those bidders which have been found to be technically qualified to undertake the job (refer clause 3.15 below).
- 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 selection process will be done with combination of marks of Financial/Commercial and Technical competence experience in carry out such type project (either complete or partial) as follows:

1. THE EVALUATION WILL BE FOR TOTAL 100 MARKS.

2. Out of total 100 marks, 50 marks will be allocated for the Technical evaluation part and will be allotted as follows:

- i. 40 marks will be allocated as following, by the duly constituted committee for having all the features as mentioned in this RFP, Chapter 2-Scope of work, and the allocation of mark will be sole discretion of duly constituted committee by REC.
 - 10 Marks for organizational experience in hosting web Portal
 - 10 Marks for organization experience with Power Sector
 - 15 marks for proposed team to be deployed with relevant experience and qualification of each core team member.
 - 05 Marks methodology plus sequence of working.
- ii. 10 marks will be allocated by the duly constituted committee for the Discussions/Presentations/Demonstration of the conceptual model as mentioned in this RFP, Chapter 2-Scope of work carried out by the bidder before them. The demonstration must be separate for both the portals.

3. 50 marks will be allocated for the Financial/Commercial part and will be given as follows:

- i. The bidder with lowest offer will get full 50 marks.
- ii. Next bidder whose bid is within and up to 10% higher than the lowest bidder will get 40 marks.
- iii. Next bidder whose bid is within and up to 20% higher than the lowest bidder will get 30 marks.
- iv. Next bidder whose bid is within and up to 30% higher than the lowest bidder will get 20 marks.
- v. All other bidders will get zero marks on this point.

4. Financial/Commercial offer will be opened only for those technically qualified bidder who has scored at least 50% technical marks during technical evaluation (i.e.25 marks out of 50 marks for technical evaluation)

5. The bidder who will score the highest marks in combination of both Technical and Financial/Commercial evaluation will be selected as winning bidder and will be awarded Tender.
6. In case of a tie, REC's decision will be final and will be based on the technical competence and commercial aspects.

- b) The comparison shall be of all inclusive prices of services, such price to include all costs as well as duties and taxes paid or payable.
- 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” and the bid shall be outright and summarily rejected.
- d) The Grand Total (Table-Annexure D) will be taken as bid price for evaluation purposes.**
- e) The decision of REC arrived at as per above will be final for empanelment and no representation of any kind shall be entertained.
- f) 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 contract, cancellation of purchase order empanelment and forfeiture of security deposit/performance guarantee etc.
- g) No deviations from these terms and conditions will be accepted. Any violation thereof will lead to rejection of the bid and forfeiture of EMD/Security Deposit.

3.16 Language of Bids

- a) 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.
- b) 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 of official seal of the tendering firm.
- c) Incomplete tenders, amendments and alterations to the tender received after opening and/or tenders submitted late are liable to be rejected.
- d) 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 (HR), RURAL ELECTRIFICATION CORPORATION LTD, 2nd & 3RD FLOOR, R.K.PURAM, PALIKA BHAWAN, NEW DELHI-110066 within 20 days of the date of notice of award of the tender, a Performance Bank Guarantee (Annexure-E) as per the format given by REC, for **an amount of 10% of the order value for the due performance** and fulfillment of the contract by the selected Bidder valid for 12 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.
- 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 (HR), RURAL ELECTRIFICATION CORPORATION LTD, 2nd FLOOR, R.K.PURAM, PALIKA BHAWAN, NEW DELHI-110066, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- e) In the event of 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) In case, the supplier/vendor is called upon to deposit the performance guarantee and if the supplier /vendor fail to furnish the same within the prescribed period, such failure will constitute a breach of the conditions and REC shall be entitled to forfeit the EMD without prejudice to any other right to damage that the company may have in the matter.
- h) 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 all the services detailed in Chapter 2.

4.2 Terms of Payment

- a) 25% advance against Bank Guarantee (Annexure-F)
- b) 75% proportionately as per the delivery of work mentioned in financial bid Annexure-D
- c) 15% on launch
- d) 10% on end of warranty period

During this warranty period, it is essential that all complaints from the end user regarding performance / shortcoming of the installed systems are resolved to the full satisfaction of owner. Advance shall be adjusted proportionately from the progressive payments.

- e) 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 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.
- f) All payments shall be made in Indian Rupees only.
- g) All relevant proof of delivery duly signed by the concerned officer at REC various offices, Performance Bank Guarantee (clause 3.17) etc. to be submitted by the Vendor for processing payment.

4.3 Liquidated damages (LD) FOR DELAYS

- a) Time is essence of the contract. The successful bidder must supply, install, test and commission all the equipment as well as software **within 60 days of issue of the order**. Failure to supply or commission all or some of the equipment(s) as well as software on or before the stipulated date will entail a LD at 5% of order value, if the delay is for one week, and maximum limit of 10% if the delay is for two weeks and shall be recovered from the supplier. In such cases, Company also reserves the right to cancel the order and forfeit the performance guarantee and may also debar the supplier from future purchases. On placement of order, EMD will be taken as part of the performance guarantee. LD can be recovered from any dues of the party.
- 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 REC a cancellation charge of 2% of the order value in addition to the penalty as per 4.3(a) above. In case of non-payment of cancellation charges REC reserves the right to realize the same from security deposits of the bidder, if any, already available with them. In such a situation, REC 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 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 one week notice prior to discontinuing the service.
- b) REC 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 REC.
- c) REC may by written notice sent to the selected Vendor, terminate the purchase order and/or the Contract, in whole or in part any time of its convenience. The notice of termination shall specify that termination is for REC'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. REC reserves the right to :
 - a. Have any portion completed at the purchase order and/or the Contract terms and prices; and
 - b. 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 REC should be passed for the compliance by the new company new Division in the negotiation for their transfer.
- e) REC at its discretion may terminate the contract for any inordinate delay in delivery of required services.

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 difference whatsoever arising between the parties (i.e. 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, REC, in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall give a reasoned and speaking award. The venue or 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 Corrupt or Fraudulent practices

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

4.7 Indemnity Clause

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

4.8 Force Majeure Clause

If at any time, during the continuance of this contract, the performance 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, sabotages, 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 either 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 opinion, terminate the contract.

4.9 Rejection of Bid

REC reserves the right to accept/reject any or all of the bids without assigning any reason whatsoever. The decision of CMD of REC shall be final and binding on all bidders.

4.10 a) Time limit for Implementation

The software must be implemented within **60 (sixty) days** of the issue of work order. The successful bidder must supply, install, test and commission all the equipment as well as software **within 60 (sixty) days of issue of the order.**

b) Validity of the Bid

The bid quotation is valid for 4 months from the date of bidding.

4.11 Warranty

- (i) The warranty of the software product should be at least for one year from the date of Commissioning and acceptance.
- (ii) The Supplier shall provide necessary Software updates free of cost during the warranty/guarantee period
- (iii) The warrantee will start from the date of acceptance of software by REC.
- (iv) The vendors will provide all the documentation related to the software such as operation and maintenance manuals in English
- (v) The bidder has to sign a SLA (Service Level Agreement) for providing 99.5 uptime for Application, Server and Network as a part of the contract agreement. The agreement has to sign in non judicial stamp paper. The bidder has to provide support for the smooth functioning of the portals, application and Server H/w and accessories on 24x7 basis

AMC

The supplier should quote the annual maintenance cost of both hardware and software for three years and extendable for another two years. During this period all updates and fix should be provided free of cost within a reasonable time.

4.12 Training

Before acceptance after installation, the vendor shall provide training on administrative support and end-user support at REC for which the training material shall be provided by the vendor.

4.13 Acceptance

On satisfactory completion of implementation, installation & configuration, REC shall check for the correctness and completeness of the configuration of the software. Complete functions shall be tested as per the specifications and scope of work of Chapter-2 mentioned in the bid document.

4.14 Annulment of bidding process and re-tendering

- a) REC reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the ground of REC's action.
- b) In case circumstances warrant annulment of bidding process, before the deadline for bid submission, a 'general notification' to this effect shall be issued through press advertisement.
- c) In case circumstances warrant annulment of bidding process, after the deadline for submission of bids but before openings of the bids, the bidders who have been issued the bidding documents shall be intimated accordingly.

4.15 No suspension of work

The obligations of the REC, the bidder 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.

Subject to the above that is pending conciliation or arbitration on any issue between the REC and the Supplier, it shall be agreed that the REC shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the REC from the outside

agency for the default of the bidder in respect of any item for which such conciliation or arbitration as stated above is pending and the bidder be severally be liable to pay such amount or amounts immediately on receipt of such demand from the REC without demur, and in case of the award in such arbitration is given by the arbitrators in favor of the bidder, 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.

4.16 Risk Purchase Clause

Notwithstanding what is stated above, it shall be agreed that the bidder shall be responsible to REC for implementation of the project and the bidder is liable for all claims of REC not more than the contract value in respect of the work done or to be done by REC from outside agencies for the default of the bidder as the case may be, till the termination of the contract by REC. This clause may be invoked during the period of development and hosting and implementation of the project with effect from the date of signing of the contract.

Default: Means non performance/ no response w.r.t. the assigned task within one week of the receipt of the written query/reminder from the REC sent through e-mail/fax/letter.

4.17 Settlement of Disputes

All disputes and/or differences, questions or disagreements directly or indirectly arising at any time in relation to this Agreement between the parties including claims and counter-claims would be resolved amicably by mutual consultation. The decision of arbitrator shall be final and binding on all the parties.

4.18 Miscellaneous

- a) It will be imperative on each bidder to fully acquaint it of all the local conditions and factors which would have effect on the performance of the work and its cost.
- b) REC 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 REC and must take particular note that confidentiality of the REC processes and intellectual property rights relating to any software, equipment, products and material acquired for this project are properly observed.
- c) The bidder shall be deemed to have included proven state of the art components and techniques while performance of the contract.
- d) The Bids prepared by the Vendor and all correspondence and documents relating to the bids exchanged by the Vendor and REC 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.
- e) 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 REC.
- f) 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 engineer 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 REC and shall, at all times, support and safeguard REC's legitimate interests in any dealings with Third parties.

- g) Understanding of the work mentioned in the RFP, the details of the features it intends to demonstrate in the software. If the software is licensed from any other Organization, an undertaking that the same software on which technical evaluation is done and capabilities demonstrated should be used in actual deployment.
- h) 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 REC. By responding to this tender, potential suppliers agree to their proposals being examined by this group.
- i) REC reserves the right to allocate the contracted work in a staggered/staged or phased manner.
- j) Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.
- k) REC 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. REC 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 borne by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from REC.
- l) The selected vendor shall not without REC's prior written consent, disclose the Contract, or any provision thereof, or any process, specification, plan, software code, sample of information furnished by or on behalf of REC 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 as far as may be necessary for purposes of such performance.
- m) If the selected vendor is not able to fulfill its obligations under the contract, which includes non completion of the work, the REC 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 borne by the selected vendor.
- n) 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.
- o) The selected vendor automatically agrees with REC for honoring all aspects of fair trade practices in executing the purchase orders placed by REC.
- p) 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 REC and the obligations with REC taken by the Vendor with respect to the product with the old name shall be passed on to the product so renamed.

Bid Form

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

The DGM (HR)
Rural Electrification Corporation Limited,
2nd & 3rd Floor, Palika Bhawan,
R.K.puram,
New Delhi 110066

Ref: Bid Document No.

Dated:

Sir,

Having examined the bidding documents and having submitted the financial bid for the same, I/We, the undersigned, offer to undertake the job of **online monitoring and management portals separately one each for, National Training Program of C&D employees and National Franchisee Training Program**. 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 provide services in accordance with the delivery schedule specified in the Chapter-2 – Scope of Work.

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 12 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-offer and they shall remain effective and binding upon us for acceptance at any time before the expiry of the last date. We are submitting Earnest Money of Rs.50, 000/- (Rupees fifty thousand only) through Demand Draft towards the two portals favoring REC Ltd. payable at New Delhi. This bid, together with the written acceptance thereof by REC and Order/Notification of Award of Work, shall constitute a binding contract between us and REC.

We understand that REC reserves the right to accept/reject any bid, without assigning any explanation or reason and decision of REC management on the subject shall be final and binding on all Bidders.

1. I/We declare:
2. I/We hereby offer to Services at the prices and rates mentioned in the Financial Bid.
3. 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 provide offered services as per these terms and conditions.
4. 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.)

5. 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 2009
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 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 REC at their discretion.

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 undertake to be the single point of contact 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 REC. In case of a failure to comply and/or a variation the REC has got sole discretion to consider or disqualify my/our bid for the aforementioned RFP/tender/Bid document and I/We shall not be 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 and 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 Authorized Signatory
Name of the Signatory
Date
Place
Company name
Company Seal

Bid form

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

The DGM (HR)
Rural Electrification Corporation Limited,
2nd & 3rd Floor, Palika Bhawan,
R.K.puram,
New Delhi 110066

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 services as per the schedule of requirements and in conformity with the said bidding documents.

I/We hereby offer to Provide Services at the prices and rates mentioned in the Financial/Commercial Bid.

I/We do hereby undertake that, in the event of acceptance of my /our bid, the offered services and related deliveries shall be made as stipulated in the schedule to the Bid document (Chapter 2-Scope of Work) and we shall perform all the incidental services.

The prices quoted are inclusive of all charges including taxes, duties, levis, logistics, travelling boarding, lodging etc. charges for the REC across India.

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

- a) Bid letter
- b) Price Schedule

I/We agreed to abide by our offer for a period of one year 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 one year.

I/We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to provide services 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 bind contract between us.

Dated this day of 2009
Details of enclosures

Signature of Bidder.....
Name
Full Address: -----

Telephone No.:
Telegraphic Address:
Fax No.
E-Mail

COMPANY SEAL

Price Schedule
Table

Sl. No.	Description of the work	Section – A (C&D) Cost in Rs.	Section B (Franchisee) Replication Cost in Rs.	Total Sec A + Sec B
1	Design and Development of the Portal			
2	Supply, Installation and commissioning of Server H/w			
3	Supply, Installation and commissioning of O/s, RDBMS,(Oracle) Application S/w (with user licenses)			
4	Annual Hosting Charges with any ISP in India (Recurring)			
5	Integration of the application etc. with REC's MPLS VPN (in case of hosting in Data centre of REC)			
6	Three year AMC Cost for hardware and Software after warranty period of one year			
7	Facility Management Support of managing the Application, S/w and Server H/w etc. with 24x7 support (during warranty period) with 99.5% uptime			
8	FMS for management the Application S/w and Server H/w etc. with 24x7 support (during AMC – after warranty) with 99.5% uptime			
	Grand Total			

OPTIONAL

1	Hosting in Data Centre of REC (as per clause 2.2 – optional, of Chapter no.2)			
2	Facility Management Support of managing the Application, S/w and Server H/w etc. with 24x7 support (during warranty period) with 99.5% uptime (in DATA CENTRE of REC)			
3	FMS for managing the Application, S/w and Server H/w etc. with 24x7 support (during AMC – after warranty) with 99.5% uptime – DATA CENTRE OF REC			

Date:

Place

Signature of Authorised Signatory

Name:

Company Seal:

Note:

1. Prices all inclusive of taxes including service tax. VAT, octroi and road permit. It is bidders responsibility to deliver at final destination, RECL may assist if required.
2. Costs should be indicated clearly both in figures and words and any cutting/erasures/overwriting/deletion /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.
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. Costs for all items must be quoted otherwise the bid shall be rejected outright.
8. The prices shall be deemed to have been quoted by the bidder taking into consideration scope of work, schedule 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.
9. The bidder shall be deemed to have noted and agreed to the right of RECL to order for superset/sub-set of the items and/or procuring the same and/or similar items from alternate and/or different sources at RECL discretion.



Endless energy. Infinite possibilities.

Rural Electrification Corporation Limited

A Government of India Enterprise

Regd. Office Core-4, Scope Complex, Lodi Road, New Delhi-110003
Tel.: 24365161, Fax: 24360644, E-mail: reccorp@recl.nic.in Website: www.recindia.nic.in

ANNEXURE-E
Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE

M/s Rural Electrification Corporation Ltd
2nd & 3rd floor, Palika Bhawan,
R.K.Puram,
New Delhi-110066

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

In consideration of Rural Electrification Corporation Ltd., having its office at Core-4, Scope Complex, Lodhi Road, New Delhi 110003 (hereinafter referred to as "REC" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____ / issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and REC having agreed that the Supplier shall furnish to REC a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Purchase Order i.e. for _____

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

(Authorized Signature
Chief Manager / Manager
Seal of Bank



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A Government of India Enterprise

Regd. Office Core-4, Scope Complex, Lodi Road, New Delhi-110003
Tel.: 24365161, Fax: 24360644, E-mail: reccorp@recl.nic.in Website: www.recindia.nic.in

ANNEXURE-F
Advance Bank Guarantee

ADVANCE BANK GUARANTEE

M/s Rural Electrification Corporation Ltd
2nd floor, Palika Bhawan,
R.K.Puram,
New Delhi-110066

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.: _____

In consideration of Rural Electrification Corporation Ltd., having its office at Core-4, Scope Complex, Lodhi Road, New Delhi 110003 (hereinafter referred to as "REC" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____ / issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier has unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and REC having agreed that the Supplier shall furnish to REC an Advance Bank Guarantee for the advance taken, to the extent of ____% (____ percent) of the value of the Purchase Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is

due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

(Authorized Signature
Chief Manager / Manager
Seal of Bank