



Rural Electrification Corporation Limited
A Government of India Enterprise

TENDER NO: REC/IT/93/2011/452

Bid Document

Request for Proposal (RFP)

For

Supply, Installation, Commissioning, Three Years On-site Comprehensive Warranty Maintenance of Server Rack with necessary accessories at REC office/ REC Data Centre at Noida, UP

(i) Last Date for Submission of Bids : **14/06/2011**

Time: 1100 Hours (IST)

(ii) Date of Opening of Bid : **14/06/2011**

Time: 1130 Hours (IST)

**RURAL ELECTRIFICATION CORPORATION LIMITED
CORE – 4, SCOPE COMPLEX, LODI ROAD, NEW DELHI – 110 003**

Important:

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 REC web site viz. <http://www.recindia.gov.in> or <http://www.recindia.com>

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CHAPTER 1 INTRODUCTION

1.1 Invitation For the Bids

Sealed bids in two parts, Part-I : Application Earnest Money Deposit (EMD), Documents named as "Eligibility Criteria" and "Technical Compliance" & Part-II : Financial Bid are invited for Supply, Installation, Commissioning, Three Years On-site Comprehensive Warranty Maintenance of Server Rack with necessary accessories at REC office/ REC Data Centre at Noida, UP.

1.2 The major responsibilities of the bidder shall include:

- a) Supply, Installation and Commissioning of Rack as per specifications with necessary accessories.
- b) Three years on-site comprehensive warranty maintenance for all equipments with at least next business day part replacement.

Note:

- a. The major responsibilities as specified in clause 1.2 above are indicative only and are not exhaustive in any manner.

1.3 Eligibility Criteria/ Pre-qualification

- a) The bidder should have been in operations for a period of at least 3 years as on last date of bid submission.
- b) The bidder shall be the single point of contact for REC and shall be solely responsible for all works. **Attach an undertaking to this effect.**
- c) The bidder's annual sales turnover at least an average value of Rs 10 Lac (Rupees Ten Lac Only) during the last four years. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.
- d) The bidder should be an Original Equipment Manufacturer (OEM) or authorized by OEM to Supply, Install and Maintain the Rack. Specific OEM authorization addressed to ED(IT), REC against this tender enquiry shall be submitted by the bidder along with his/her bid.
- e) The bidder should have successfully supplied Rack for Central/ State Government Departments/ PSUs/ Autonomous Bodies in India as main contractor during the last four financial years (Attach copy of purchase/ work order and successful completion certificate from the client/ customer):
 - i. At least One Project of a value of Rs 1,08,000/- (Rupees Ninety Six Thousand Only) during the last four financial years; **OR**
 - ii. At least Two Projects of a value of Rs 67,500/- (Rupees Sixty Thousand Only) each during the last four financial years;
- f) Bid should accompany an earnest money deposit of Rs 5,000/- (Rupees Five Thousand Only) in the form of a Demand Draft in favour of "Rural Electrification Corporation Ltd.", payable at New Delhi/ Bank Guarantee (bid bank guarantee) in the prescribed format (Refer ANNEXURE) from a scheduled. 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.

- g) Bidder should submit valid documentary proof of Sales Tax/VAT and the details of income tax registration number (PAN).
- h) The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bid of bidders fulfilling the above eligibility/ pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions given above may 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 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 REC 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 REC 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.

1.4 Eligibility Criteria Documents, Earnest Money Deposit, Technical Compliance 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.

1.5 The bids complete in all respects addressed to the ED(IT) REC, should be submitted into the tender box kept at the REC reception at the following address latest by 1100 hours (IST) on 14/06/2011. 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.
Core-4, Scope Complex,
Lodi Road
New Delhi – 110 003.

1.6 The "Part 1" as specified in clause 1.1 above will be opened at Board Room REC, Core-4, Scope Complex, Lodi Road, New Delhi – 110 003 on the same day (last date of submission of the Bid) i.e. 14/06/2011 at 1130 hours (IST) in the presence of bidders who choose to be present.

1.7 The REC 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.

1.8 The services of the bidder selected through this tender can be availed by REC and its subsidiaries and sister concerns, as the case may be depending on the project, and the selected vendor shall be obliged to render services / supplies to all or any of these organizations as per the indent placed by the respective organization.

**CHAPTER 2
SCOPE OF WORK**

2.1 Scope of the Work

The scope of work for Supply, Installation, Commissioning, Three Years On-site Comprehensive Warranty Maintenance of Server Rack with necessary accessories at REC office at New Delhi

TABLE – II

Serial Number	Scope of Work – Description
1.0	Supply, Installation and Commissioning of Server Rack as per specifications with necessary accessories
2.0	Three years on-site comprehensive warranty maintenance of all equipments with at least next business day part replacement.

2.2 Indicative Schedules

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

TABLE – III: Major Activities

Serial Number	Milestone	Deliverables
1	Placement of Purchase Order	T1
2	Supply, Installation, Commissioning of Server Rack along with necessary Accessories	T1 + 15 days
3	On-site Comprehensive Warranty Maintenance of all equipments with at least next business day part replacement.	T1 + 1089 days

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 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 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 two 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 Compliance statement as per specifications (Annexure – E) and associated white papers etc.
 - iv. Technical Bid form as per Annexure - A
 - v. Undertaking as per Annexure - B
- 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 Compliance and Financial Bid shall be addressed to The ED(IT), REC, Core-4, Scope Complex, Lodi Road, New Delhi – 110 003 mentioning tender no. and date.

3.3.6 All the outer and inner envelopes shall indicate the name and address of the bidder to enable REC to return the bid unopened in case it is declared late or delayed.

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

3.5 Earnest Money Deposit (EMD)

- a. Bid should accompany an earnest money deposit of Rs 5,000/- (Rupees Five Thousand Only) in the form of a Demand Draft in favour of "Rural Electrification Corporation Ltd.", payable at New Delhi/ Bank Guarantee (bid bank guarantee) in the prescribed format (Refer

ANNEXURE) from a scheduled. 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.

3.6 Eligibility/ Pre-Qualification Criteria and Technical Compliance Documents

The eligibility criteria documents as per clause 1.3 chapter 1 must be submitted along with the Bid. Bid without these documents will be out rightly rejected.

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 survey as indicated in the Price Schedule Format, it proposes to provide under the contract.
- c. Quoted prices should be firm and inclusive of all applicable taxes, duties, levis etc, cost of 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 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.
- e. The bidder must note that REC will **not** provide Form-'D'/Form-'C' etc.
- f. 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.
- g. 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.
- h. 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.
- i. During the validity of this bid or during the extended period, if any, if the bidder provides similar services 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 empanelment shall be cancelled. Further, the bidder shall be blacklisted by REC for indefinite or specific period of time at REC'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 REC.

- j. 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 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.
- k. The prices shall be for carrying out work at desired destination/ locations at New Delhi.
- l. All costs and charges, related to the bid, shall be expressed in Indian Rupees only.
- m. The price indicated in the schedule shall be FOR destination i.e. upto site of the company. Prices shall include Excise Duty, Sales Tax, VAT, WCT, Service Tax and other taxes, Transit Insurance and freight etc. The prices quoted by the bidder shall remain firm during the entire period of the Contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the REC) will be treated as non-responsive and rejected.
- n. REC reserves the right at the time of award of the contract to vary the quantities of the supplies and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

3.8 Deadline for Submission of Bids

- a. Bids must be received by REC 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 REC, the bids will be received up to the appointed time on the next working day.
- b. 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 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 returned unopened to the bidder.

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 - 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 REC, the bids shall be opened at the appointed time and location on the next working day.

3.11 Opening of Bids

REC will open the EMD envelope (and bid document cost, if applicable), Eligibility Criteria document and in case the Eligibility/ Pre-Qualification Criteria Document(s) is/ are not found in order the bid shall be summarily rejected. Technical Compliance 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 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 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. REC reserves the right to call for revised financial bid from the eligible/ pre-qualified 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 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 Bid

- a. REC 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 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 bids for may be invited for detailed discussions and/or presentation/ demonstration by the duly constituted committee at sole discretion of REC at a specified date, time and venue, which may be at

bidder's facilities as determined by REC. The bidder may be asked to bring the equipment/ system along with their own equipments and other related software and accessories 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 carry out presentation/ demonstration within the time frame given by REC for evaluation, the bid shall be rejected.

- d. In their own interest the bidders are advised to ensure that the equipments brought for evaluation conforms to all technical parameters and is a tested equipment.
- e. REC and/or its other offices and/or subsidiaries and/or sister concerns reserve the right to order any subset /superset of the tendered items.
- f. The 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 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.
- g. For evaluation including presentations and/or testing/ benchmarking, 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 eligible and technically qualified to undertake the job (including surprise visits/ testing benchmarking/ presentation etc, if any, as mention in the tender document).
- b. The Financial Bids of the 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 qualified bidder.

3.15 Evaluation and Comparison of Bids

- a. The comparison shall be of all-inclusive price of services and 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) Grand Total as per the specified formulae. REC will calculate the Grand Total based on unit values and specified formulae, if any and accordingly LQ1 bidder will be determined.**
- e. The order shall be placed on LQ1 bidder.
- f. The decision of REC arrived at, as per above will be final and no representation of any kind shall be entertained.
- g. REC 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 successful bidder on single quotation basis and/or through other sources at the discretion of REC. 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.
- h. 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.
- i. 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

- 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 or 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 EMD of successful Bidder shall be converted into Performance Guarantee for the due performance and fulfillment of the contract by the selected Bidder.
- b. The Performance 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 Guarantee shall be

valid till the end of the warranty period.

- c. Failure of the Bidder to comply with the above requirement shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- d. 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.
- e. No bank charges/interest shall be payable for the Performance Guarantee.
- f. REC shall also be entitled to make recoveries from the Bidder's bills, from Performance 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 of this Tender..

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. 100 % payment on successful supply, installation and commissioning at the destination/ location as mentioned in the Purchase Order duly certified by the user and/or authorized REC official and on conversion of EMD into performance guarantee.
- e. All relevant proof of delivery duly signed by the concerned officer at REC various offices, Performance Guarantee etc. to be submitted by the Vendor for processing payment.

4.3 PENALTY FOR DELAYS/ LIQUIDATED DAMAGES

- a. Time is essence of the contract. The successful bidder must supply, install, test and commission all the equipment as specified in the work 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 15% of total contract value. 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 REC a cancellation charge of 2% of the value of unsupplied items in addition to the penalty as per a above. In case of non-payment of cancellation charges REC reserves the right to realize the same from the 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 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. 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 at 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 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 REC , should be passed on the compliance by the new company new Division in the negotiation for their transfer.
- e. REC 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 bids and any contract resulting there-from shall be governed by and construed according to the Indian Laws.
- b. 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 in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/s shall give a seasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at New Delhi. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties.
- c. The successful Bidder shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the REC.
- d. The venue of the arbitration shall be New Delhi and shall be governed by the rules as specified by Indian Council of Arbitration.

4.6 Delivery

- a. All aspects of safe delivery shall be the exclusive responsibility of the vendor.
- b. For Site Not Ready (SNR) cases, vendor requires to submit request for consideration by REC and based on merit REC may issue a Site Not Ready Certificate.

4.7 Corrupt or Fraudulent Practices

- a. Bidders & 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.

4.8 Indemnity Clause

- a. The firm should sign an indemnity bond to safeguard against any pirated software, equipment, design 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 software/ hardware/manpower etc. and related services or any part thereof.

4.9 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 21 days 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.

4.10 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 REC. By responding to this tender, potential suppliers agree to their proposals being examined by this group.
- c. 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 intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.
- d. The bidder shall be deemed to have included proven state-of-the-art components and techniques while performance of the contract.
- e. REC reserves the right to allocate the contracted work in a staggered/ staged or phased manner.
- f. Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.
- g. 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.

- h. 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.
- i. 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 REC and shall, at all times, support and safeguard REC's legitimate interests in any dealings with Third parties.
- j. 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 born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from REC.
- k. The selected vendor shall not, without REC'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 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 so far as may be necessary for purposes of such performance.
- l. 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 born by the selected vendor.
- m. 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.
- n. The selected vendor automatically agree with REC for honoring all aspects of fair trade practices in executing the purchase orders placed by REC
- o. 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.
- p. REC and/or its subsidiaries and/or affiliates and/or sister concerns etc. reserves the right at their discretion to utilize this tender for ordering/ procurement etc.

ANNEXURES

Bid Form

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

To

The Executive Director (IT),
Rural Electrification Corporation Limited,
Core 4, Scope Complex,
Lodi Road,
New Delhi 110 003

Ref: Bid document No

Dated_____

Sir,

- a) Having examined the bidding documents and having submitted the bid for the same, I/We, the undersigned, hereby submit the technical bid for supply of equipments, products and services as per the schedule of requirements and in conformity with the said bidding documents.
- b) I/We undertake, if my/our bid is accepted, to supply, install, and commission and maintain the offered goods and services in accordance with the delivery schedule specified in the bidding documents.
- c) If my/our bid is accepted, I/We will submit a performance guarantee for the sum equivalent to EMD i.e EMD converted into performance guarantee for the due performance of the Contract.
- d) 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.
- e) I/We declare:
 - i) I/We hereby offer Goods and Services at the prices and rates mentioned in the Financial Bid.
 - ii) 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 services as per these terms and conditions.
- f) Certified that the bidder is:
 - i) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

OR

- ii) 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

iii) 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)

g) 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 2011

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 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 REC and shall be solely responsible for all activities 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 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 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 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)

To

The Executive Director (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 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 provide Goods 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 rendering of services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including logistics, taxes, duties, levis etc for providing offered services to REC and/or its clients/ users 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 and/or deemed period provided that I/We have not withdrawn in writing my/our bid after the expiry of 83 days.

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.

(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 _____ 2011

Signature of Bidder
Name

Details of enclosures

Full Address:
Telephone No.
Telegraphic Address:
Fax No.
E-mail:

COMPANY SEAL

Price Schedule

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

S. No.	Item Description	Unit	Quantity (A)	All inclusive Unit Rate in INR (B)	Total in INR (C) C = A X B
1	Supply, Installation, Commissioning, Three Years On-site Comprehensive Warranty Maintenance of Server Rack with necessary accessories at REC office/ REC Data Centre at Noida as per technical specifications and scope of work	Per Rack	01	In Words In Figures	In Words In Figures
2	Cost of Rack Mounting Kit for servers	Per kit	01	In Words In Figures	In Words In Figures
				Grand Total	In Words In Figures

Note:

1. All items must be quoted.
2. All prices Should be in Indian Rupees only
3. Prices should be inclusive of all taxes, duties, levis etc
4. Prices should be inclusive of all services and logistics
5. Lowest quote (LQ1) bidder will be decided on the basis of the **Grand Total i.e. Column (C) of the above price schedule table**
6. **Any cutting, erasures etc should be duly attested with bidder's signature and company seal otherwise the bid will be rejected outright.**
7. Prices should be mentioned in both figures and words.
8. Costs for all other logistics like equipment, software, accessories, cables, commissioning, training, pre-requisite software, manuals etc, travelling, boarding, lodging etc. shall be borne by the bidder and are deemed to be included the bidders quote at sl no. 1.

Annexure E

To be Submitted along with Technical Bid

Technical Specifications of Storage System			
Sr. No.	Feature	Description	Compliance (Yes/No) / Details as Asked
1	Model Name	Name of OEM/Model quoted by the bidder	
2	No. Of Server Racks	01 Number	
3	Required Capacity & Design	42U 800mmW/1200mmD with front perforated door, back perforated door and side panels, Colour – Black, Rack doors should having locking arrangements	
4	Accessories	One number Earthing Kit	
		One number Fan Housing Unit with 4 fans	
		One number Cable Manager Horizontal 1U	
		Two numbers vertical power strips with twelve round pin 15/5 Amp sockets in each	
		Castors (One set of 4)	
		One number Stationary Shelf	
		One number Keyboard tray rotary with slides	
		Mounting hardware (Pack of 10)	
		17-inch LCD rack console integrated with single-user, 8-port 1 U rack mount KVM switch with PS/2 and USB support and cables etc	
		Keypad Digital Lock	
		One number Temperature Indication Unit	
5	Warranty and Support	3 years on-site comprehensive warranty with at least next business day part replacement	
6	Additional Services/ Features	The bidder shall have to provide Installation, Configuration, Commissioning Support as per requirements of REC.	
		The bidder shall have to mount existing servers in the rack and will have to provide the rack mounting kit accordingly.	
		Compliance to EIA-310-D	

BID BANK GURANTEE (EARNEST MONEY)

This deed of Guarantee made this _____ day of _____ 2011_____ by _____ (Name of the Bank) having one of its branch at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of Rural Electrification Corporation Ltd. (A Govt. of India Enterprise) registered under the Companies Act, 1956, having its office at _____ (hereinafter called "REC") which expression shall include its successors and assigns. WHEREAS REC has invited tender vide their Tender Notice No. _____ Dated _____ to be opened on _____ AND _____ WHEREAS M/s _____ (Name of Tenderer) having its office at _____ (hereinafter called the "Tenderer"), has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender. AND WHEREAS the Tenderer is required to furnish to REC a Bank Guarantee for a sum of Rs. _____ (Rupees _____ Only) as Earnest Money for participation in the Tender aforesaid. AND WHEREAS, we _____ (Name of the Bank) have at the request of the tenderer agree to give REC this as hereinafter contained. NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that, the aforesaid Tender shall remain open for acceptance by REC during the period of validity as mentioned in the Tender or any extension thereof as REC and the Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay REC, New Delhi on demand without demur to the extent of Rs. _____ (Rupees _____ Only).

We further agree as follows:-

01. That REC may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between REC and the Tenderer AND the said Bank shall not be released from its liability under these presents by an exercise by REC of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the REC or any indulgence by REC to the said Tenderer or any other matter or thing whatsoever.
02. The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or preventing or purporting to stop or prevent any payment by the Bank to REC in terms thereof.
03. We the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of REC in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ Only) and this Guarantee shall remain in force till _____ unless a claim under this guarantee is filed with the bank within 30 (thirty) days from this date or the extended date, as the case may be i.e. upto _____ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under. _____ all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof the Bank has subscribed and set its name and seal here under.