

RURAL ELECTRIFICATION CORPORATION LIMITED

TENDER NO: REC/IT/ ERP/2009-10 /1

Bid Document

Request for Proposal (RFP)
For

Appointment of Auditor for Enterprise Resource Planning (ERP) application being implemented at REC

- | | | | |
|-------|---------------------------------------|---|----------------------------------|
| (i) | Last Date for Sale of Tender Document | : | 14th July 2009 |
| | Time: 1700 Hours (IST) | | |
| (ii) | Last Date for Submission of Bids | : | 15th July 2009 |
| | Time: 1100 Hours (IST) | | |
| (iii) | Date of Opening of Bid | : | 15th July 2009 |
| | Time: 1130 Hours (IST) | | |

Cost of Bid Document: Rs 5000/-



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

Fill in the Following Details :

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

2. Name of the Authorized Signatory(ies):

(a) Important Notice:

1. An incomplete and/or ambiguous and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest with seal the original bid document as an acceptance of the RFP terms and conditions and submit the same along with the technical bid. In case of a non-compliance the bid is liable to be ignored/ summarily rejected.
3. Bidders can also download this bid document from the RECL web site viz. <http://www.recindia.gov.in> or <http://www.recindia.com> however for a downloaded bid document the cost of bid document viz. Rs 5000/- only is required to be submitted along with the EMD separately in the form of a Demand Draft/ Banker's Cheque payable to 'Rural Electrification Corporation Limited, New Delhi' drawn on any Scheduled Commercial bank payable at New Delhi.

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CHAPTER 1 INTRODUCTION

1.1 Invitation For the Bids

Sealed bids in two parts, Part-I : Application Money (if bid downloaded from internet), Earnest Money Deposit (EMD), Documents named as “Eligibility Criteria” & Technical Bid and Part-II : Financial Bid valid for 120 days are invited for Appointment of Auditor for Enterprise Resource Planning (ERP) application being implemented at REC Corporate Office & Annex, New Delhi & Zonal/ Project Offices located at various locations in India.

1.2 Background

Rural Electrification Corporation Ltd. (REC) is a leading Navratna Central Public Sector Undertaking under Ministry of Power. 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 <http://www.recindia.gov.in>

1.3 ERP Implementation at REC

- a) The corporation has implemented Oracle based ERP application (ver 11i) to automate all major functional areas. The scope of operation includes all the offices of the operation with the objective to capture all transaction at the source of generation and to optimize the functional processes. The application runs on centralized Servers (on Oracle 10g database) and all offices transact through the terminals provided at the offices on on-line and real-time basis. All the processing and data updating are done at the Core Database.
- b) The corporation has implemented the following modules to automate different functional areas:
 - i) Oracle Financials: GL, AP, AR, CM, FA, Purchasing, Inventory Management etc
 - ii) Payroll & CPF
 - iii) Loan & claim
 - iv) Project Management: This has 5 sub-modules viz. Transmission & Distribution T&D, Generation, Rajiv Gandhi Gramin Vidyutikaran Yojana (RGGVY), Internal Co-operation & Development (IC&D), Short Term Loan (STL)
 - v) Treasury. This includes Institutional bond, Retail Bond, Foreign bond etc
 - vi) Misc modules like Project Appraisal, Exposure Limit

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

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

- ix) Final Data Migration
 - x) Go-Live
- d) In addition to implementation of the application, REC also initiated activities to set up appropriate ICT infrastructure across the corporation, which includes:
- i) Establishment of a full fledged Data Centre (DC) on co-location basis. The DC should at least comply to Level – III standard
 - ii) Establish a MPLS-VPN based WAN connecting all the offices of the corporation (CO/ZO/PO) mentioned in clause 1.
 - iii) Establish Local Area Network at all offices. The CO-LAN at Corporate Office & Annex already existed.
 - iv) Establish appropriate IT related policies, like ISMS policy, BCP & DRP policy etc to ensure security, continuity of operation etc
 - v) Implement adequate security at all level to ensure secure transaction of the application.
 - vi) Establish appropriate support system to ensure smooth operation
 - vii) The ICT infrastructure, in addition to enabling ERP operation also carry out other operation like mailing services, internet services, application of other legacy system etc.
- e) REC has been working with the following implementation vendors for implementation of above:
- i) M/s Tata Consultancy Services – ERP application vendor
 - ii) M/s HCL Ltd. – ERP server Vendor
 - iii) M/s Bharti Airtel Ltd – Network Vendor
- f) The primary objectives of implementing such enterprise-wise application is to:
- i) To Increase the speed of approval process and movement of information
 - ii) To maintain a centralized database consisting of all information and integrate all the business functional areas so that the latest information is always available to the employees of the organization. This will also ensure accuracy, completeness and consistency of the business information
 - iii) To re-engineer the existing process to establish best process/ practices
 - iv) To enable management to respond quickly to market changes with informed decision based on timely and accurate information.

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

1.4 Eligibility Criteria/ Pre-qualification

- a) The bidder shall be the single point of contact for RECL and shall be solely responsible for all scope of work and Deliverables. Attach an undertaking to this effect.
- b) Bidders must have at least 5 years of experience in auditing of Applications/ Software in ERP environment.
- c) The bidder should give have audit experience of similar projects involving multi location enterprise wide application like ERP, CBS etc. for at least a value of Rs 10 Lac (Rupees Ten Lac only) in the last 2 years. Attach documentary proof.
- d) The bidder must have experience of auditing Government Organizations (Central/State/CPSU/PSU/PSB/Autonomous Bodies)
- e) The bidder's annual sales turnover should be at least an average value of Rs 50 Lac (Rupees Fifty Lac Only) during the last three years. Attach documentary evidence (audited balance sheet)

for confirmation regarding turnover. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.

- f) In case of a downloaded bid document the cost of bid document viz. Rs 5000/- only is required to be submitted along with the EMD separately in the form of a Demand Draft/ Banker's Cheque payable to 'Rural Electrification Corporation Limited, New Delhi' drawn on any scheduled commercial bank payable at New Delhi.
- g) Bid should accompany an earnest money deposit of Rs 25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft/Banker's cheque drawn on a Scheduled commercial bank in the favor of 'RURAL ELECTRIFICATION CORPORATION LTD' payable at New Delhi. Cheques, Money orders and Cash shall not be accepted as EMD. The bidder's are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder.
- h) Bidder should submit valid documentary proof of Service Tax Registration number and the details of Income tax registration number (PAN).
- i) The bidder must attach valid documentary proof for all and each of the clauses and/or sub-clauses/ embedded clauses of the above eligibility/ pre-qualification criteria and separate undertaking each for clause number 1.4 a) above, failing which the bid shall be summarily rejected.
- j) The bidder shall note that the valid documentary proof to be enclosed should belong to and should be applicable to the bidder only and not to its sister concern/ subsidiary company and/or parent company etc. failing which the bid shall be summarily rejected.
- k) 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.
- l) RECL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECL shall result in summary rejection of the bid and/or termination of the contract with imposition of the contract clauses on the bidder by the RECL on the award of the contract and/or the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender.

1.5 Tender documents shall be available from the Office of DGM(IT) on payment of non-refundable fee of Rs.5000/-(Rupees Five Thousand Only), by Demand draft in favour of "Rural Electrification Corporation Ltd.", payable at New Delhi.

1.6 Tenderers requesting tender documents through post should include an additional amount of Rs. 100/- for each tender. Mailing of tender will be wholly at the risk of the Tenderers and REC Ltd will not be responsible for any postal delays.

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. Those making use of the tender document downloaded from the website shall have to pay the requisite fee of Rs.5000/-(Rupees Five Thousand Only), for the document, in the form of a demand draft, in separate envelope along with the tenders.

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

1.9 Eligibility Criteria Documents, Technical Bid, Earnest Money Deposit (along with bid document cost, if applicable) and Financial Bid should be put in separate envelopes duly sealed. The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed envelope clearly mentioning the tender number, bidder's name & address on the top of the sealed envelope.

1.10 The bids complete in all respects addressed to the DGM (IT), RECL, should be submitted into the tender box kept at the RECL reception at the following address latest by 1100 hours (IST) on 15th July 2009. RECL does not own any liability if the bid is submitted somewhere else and not reached to the addressee within due date and time.

RURAL ELECTRIFICATION CORPORATION LTD.,
CORE-4, SCOPE COMPLEX,
7 LODHI ROAD,
NEW DELHI – 110 003.

1.11 The "Part 1" as specified in clause 1.1 above will be opened in the Corporate office of RECL, Core-4, SCOPE Complex, 7 Lodi Road, New Delhi – 110 003 on the same day (last date of submission of the Bid) at 1130 hours (IST) in the presence of bidders who choose to be present.

1.12 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. P. K. Mukhopadhyay, DGM, IT Division. Phone 011-24362483, 011-24365161 (Ext – 519)
- b) Mr. Pankaj Gupta, Chief Manager, IT Division, 011-24365383, 011-24365161 (Ext-544)
- c) Mr. A. Saha, Chief Manager, IT Division, Phone 011-24365383, 011-24365161 (Ext-544)

1.13 The RECL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever.

CHAPTER 2 SCOPE OF WORK

2.1 Scope of the Work

The modules implemented at RECL are:

- Oracle Financials : GL, AP, AR, CM, FA, Purchasing, Inventory Management & India Localization
- Loan and Claim
- Payroll & CPF,
- Project management
 - Transmission & Distribution
 - Generation
 - Rajiv Gandhi Gramin Vidyutikaran Yojana
 - Internal Co-operation & Development
 - Short Term Loan
- Treasury
- Misc Modules like Project Appraisal, Exposure Limit

TABLE – I: Scope & Deliverables

Serial Number	Scope of Work – Description
1.0	Studying the detailed Implementation Plan & documentation - AS IS, TO BE, GAP Analysis, Setup/ Mapping documentation and any other document prepared for above mentioned Oracle Apps functional modules by the implementation team for the implementation and the production environment.
2.0	Reviewing the setups made in the production system-whether in accordance with the TO BE documents and the setup documents.
3.0	Identifying the GAPS between the features available in above mentioned Oracle Apps functional modules vis-à-vis RECL requirements and implementation and customization thereof and preparation of the report for those GAPS to report to Rural Electrification Corporation Limited.
4.0	Submit detailed module-wise report to RECL on Observations on Functional areas as well as End user readiness for Oracle Applications usage.
5.0	Conduct migration audit of the switching over process from legacy system to the new ERP environment
6.0	Study on-site at all of REC Zonal Offices and one Project Office under each Zonal Office for feedback, user readiness and earlier and ERP working to identify GAPS in full integrated implementation of ERP.
7.0	To audit the IT security infrastructure of the set up across the organization
8.0	To assess improved process efficiency after implementation of ERP vis-s-vis legacy processes
9.0	Propose Best Practices and further improved reengineering of processes
10.0	<p>Deliverables</p> <p>Deliver following reports in line with the scope of work to RECL:</p> <ul style="list-style-type: none"> a) Module-wise Audit Report b) User Readiness Report c) Feedback Analysis Report d) ZO/PO Analysis Report

Serial Number	Scope of Work – Description
	e) BPR Reports & Documents f) Best Practices document g) System Health Check report for Oracle DB h) Any other report as mentioned in above scope of work and as per requirements of REC i) Draft reports and documents shall be presented to stakeholders at REC and should be revised based on suggestions / comments/ remarks and finally the final reports and documents should be presented to stakeholders at REC for final acceptance

Note:

- a. The major responsibilities/ scope and deliverables as specified in Table – I above are indicative only and are not exhaustive in any manner.
- b. REC will only provide seating space for the auditors costs for all other logistics like computers, software, printers, UPS, other hardware and/or software equipments/ products, stationary, travelling, boarding, lodging, telephone, mobile, food etc. are to be borne by the bidder and are deemed to be included in their quoted price.

2.2 Indicative Schedules

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

TABLE – II: Major Activities

Sr. No	Milestone	Deliverables (Incremental Weeks)
1	Placement of Purchase Order	T1
2	Commencement of Audit	T1 + 1
3	Final Draft Reports and Documents Submission	T1+ 9
4	Presentations and Final Reports and Documents Submission and Acceptance by REC	T1+12

CHAPTER 3

INSTRUCTIONS TO BIDDERS

3.1 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, and RECL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

3.2 The Tender Document

The bidder is expected and deemed to have read, examined/ perused, complied/ agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding. Failure to furnish all information required and/or False/Incorrect information and/or ambiguous/ irrelevant information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3.3 Preparation of Bids

- a) The bids are to be submitted in two separate sealed envelopes
 - i. Part-I: Envelop One Should Contain three separately sealed envelopes :
 1. EMD (along with bid document cost, if applicable) sealed separately and super scribed/ marked with words "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.
 - ii. Part -II: Envelop Two Should Contain :
 1. Financial Bid sealed separately and super scribed/ marked with words "Financial Bid" on the envelope.
- b) The content on the envelope, tender number, bidder's name & 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) The outer envelope containing EMD, Eligibility Criteria Document, Technical Bid and Financial Bid shall be addressed to The DGM(IT), RECL, Core 4, Scope Complex Lodi Road, New Delhi – 110 003 mentioning bid no. and date.
- f) The outer envelope should be addressed to Mr P. K. Mukhopadyay, DGM(IT), REC and superscribed "Tender for Appointment of Auditor for Enterprise Resource Planning (ERP) application being implemented at REC" and also " Do not open before 15th July 2009 11:30 AM"
- g) 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.

h) Tenders might be sent by tenderers by Courier/ Speed Post, with the envelope marked as mentioned in (f) above. Alternatively, the tenders may also be deposited by the Tenderers in the tender box kept at REC Reception, Core 4, Scope Complex, Lodi Road, New Delhi – 110 003.

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

3.3 Earnest Money Deposit (EMD)

a) Bid should accompany an earnest money deposit of Rs 25,000/- (Rupees Twenty Five Thousand Only) in the form of a Bank Guarantee (format given at Annexure-F)/Demand Draft/Banker's cheque drawn on a Scheduled Commercial bank in favor of 'THE RURAL ELECTRIFICATION CORPORATION LTD.' payable at New Delhi. Cheques, Money orders, Cash etc. shall not be accepted as EMD. The bidder's are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder. Bid without a valid EMD will be rejected outright.

b) EMD will be returned to unsuccessful bidders, after signing of the contract with the successful Bidder. The EMD of the successful bidder shall be returned on receipt of the valid performance bank guarantee.

c) No interest will be payable by the REC on the EMD.

d) The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity, specified by the Bidder in the Bid and/or on submission of false documents/ undertaking.

3.4 Eligibility/ Pre-Qualification Criteria Documents

The eligibility criteria documents as per clause 1.4 chapter 1 must be submitted along with the Bid. Bid without these documents will be out rightly rejected.

3.5 Technical Bid:

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

- a) Table of Contents
- b) Technical Bid Form – Annexure A
- c) The Bidder should submit the undertaking Annexure - B
- d) Technical documents containing the experience in the relevant field,
- e) Personnel profile of the manpower proposed to be attached with this project
- f) Submission of Relevant Certification documents of the personnel to be deployed for this project.
- g) Any other relevant information

Note:

- a. The bidder should submit self/company attested photocopies of the documents wherever required.

3.6 Financial Bid:

a) The financial bid shall comprise of:

a. The Financial Bid Form: Annexure - C

b. The Price Schedule: Annexure - D

b) The financial bid shall indicate the Unit prices for the auditing services as per scope of work chapter 2, it proposes to provide under the contract.

- c) 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.
- d) The Bidder has to give total cost of the work.
- e) Prices quoted by the bidder shall be fixed during the bidder's 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.
- f) 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.
- g) 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.
- h) 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'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.
- i) Rates should be valid for a period of 120 days from the date of opening of technical Bids subject to the condition that the bids shall be deemed to be valid after 83 days from the date of opening of technical Bids till the bidder gives a minimum seven working days (as per REC/ Government of India notified official calendar) advance notice in writing through registered post for his bid withdrawal and if during the notice period the tender is finalized/ awarded the bidder shall be deemed to be a willful party to that and in case of a default EMD shall be forfeited and the bidder may be blacklisted from participating in and and/or all tenders of REC for such a period as decided by REC at its sole discretion.
- j) The prices shall be for carrying out work at desired destination/ locations across India.
- k) All costs and charges, related to the bid, shall be expressed in Indian Rupees only .

3.7 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 upto 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.

3.8 Late and Delayed Bids

Any bid received by RECL 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.

3.9 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.

3.10 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 Tender Document Fees (If downloaded from REC website, as applicable), EMD envelope (and bid document cost, if applicable), Eligibility Criteria document and Technical Bid respectively and in case the Eligibility/ Pre-Qualification Criteria Document(s) is/ are not found in order the bid shall be summarily rejected. Technical bid of only those bidders will be evaluated whose EMD (and bid document cost, if applicable) and Eligibility Criteria Documents are found in order.

3.11 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/ deliverables 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 scope/ specifications/ deliverables offered deviate from the scope/ specifications/ deliverables as described in this 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 deviation is not very material.
- e) REC reserves the right to call for revised financial bid from the eligible/ pre-qualified and/or technically qualified bidders at any time prior to opening of the financial bids with the original scope of work and/or specifications. The bidder may submit the revised financial bid or may

adhere to its original financial bid submitted by him/her with in the 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.

3.12 Evaluation of Technical Bid

- a) Detailed technical evaluation will be carried out pursuant to **clause 3.6 and 3.14**, and 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 RECL 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 & 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) RECL 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.

3.13 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 3.14 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.

3.14 Evaluation and Comparison of Bids

- a) The selection process will be done with combination of marks of commercial and technical competence experience in carrying out such type project (either complete or partial) as follows:
- a. The evaluation will be for total 100 marks
 - b. Out of total 50 marks will be allocated for the 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 & up to 10% higher than the lowest bidder will get 30 marks.
 - iii. Next bidder whose bid is within & up to 20% higher than the lowest bidder will get 15 marks.
 - iv. All other bidders will get zero (0) marks on this point.
 - c. 50 marks will be allocated for the technical evaluation part and will be allotted as follows:
 - i. Maximum 24 marks will be given to the bidder who have previously worked as auditor or consultant for carrying out similar type of project with at least one organization. (preferably Govt Dept (Central/State)/CPSU/PSU/PSB/State Govt Enterprise). The basis of allocation of marks will be 2 marks for each type of above activity defined in the Scope of Work, chapter 2. While allocating marks for each activity, the following criteria will be followed:
 1. For assessing process efficiency, prior experience of auditing for best practices will be considered.
 2. For assessing security audit, prior experience of auditing of enterprise-wise IT security infrastructure consisting of at least 12 locations including ethical hacking will be considered.
 3. For assessing migration audit, prior experience of conducting migration audit of similar-type of application will be considered.
 - ii. 6 additional marks will be given for having experience as auditor or consultant in more than one organization (preferably Govt Dept (Central/State)/CPSU/PSU/PSB/State Govt Enterprise)
 - iii. 5 marks will be given if the bidder has end-to-end capabilities including certified Training partner or certified implementation partner of Oracle.
 - iv. 10 marks will be given, in case the bidder has committed to depute Oracle Apps certified personnel for assessing Oracle Apps based activities (3 marks), CISCO certified for assessing network activities (3 marks) and appropriate security certification (like CISSP/ ISO 27001/ BS7799 etc) (3 Marks) in addition to CISA certified auditors (1 mark).
 - v. 5 marks will be allocated by the duly constituted committee for the discussions/ presentations carried out by the bidder before them.
 - vi. All experiences are to be had in India.
 - vii. In support of the statement as mentioned in above clauses; copies of terms of appointment are to be enclosed.

- d. The bidder who will score the highest marks will be selected as L1 bidder.
 - e. Commercial offer will be opened for those technically qualified bidder who has scored at least 50% technical marks during technical evaluation (i.e., 25).
 - f. 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 price of services, such price to include all costs as well as duties and taxes paid or payable.
 - c) 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 bidder 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.
 - d) 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.
 - e) **The Grand Total (Table – I Annexure-D) will be taken as bid price for evaluation purposes.**
 - f) The decision of RECL arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.
 - g) The 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.
 - h) 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.

3.15 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.

3.16 Performance Bank Guarantee

- a) The successful Bidders for empanelment shall, at his own expense, deposit with DGM(IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7 -Lodi Road, New Delhi 110003, within ten (10) working days of the date of notice of award of the tender, a Performance Bank Guarantee as per the format given by REC , for **an amount of 15% 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 (IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7 -Lodi Road, New Delhi 110 003, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- e) In the event the vendor being unable to provide the services, during the empanelment period, as per the contract for whatever reason, the Performance Guarantee would be revoked by REC.
- f) No bank charges/interest shall be payable for the Performance Bank Guarantee.
- g) 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 Ltd. 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) 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) 70 % payment on successful submission of first draft of all reports and documents at the destination/ location as mentioned in the Purchase Order as certified by the user and/or authorized RECL official.
- e) Balance 30 % payment after successful submission of all reports and documents and final acceptance by REC as certified by the user and/or authorized RECL official.
- f) All relevant proof of delivery duly signed by the concerned officer at RECL various offices, Performance Bank Guarantee (clause 3.16), etc. to be submitted by the Vendor for processing payment.

4.3 Liquidated Damages FOR DELAYS

- a) Time is essence of the contract. The successful bidder must perform the services as per the time schedule specified in chapter – 2 Table – II Major Activities. Failure to deliver/ audit all or some of the activities on or before the stipulated date will entail a penalty equal to 1.5% of the value of order price per week or a part thereof (One activity will be treated as either fully completed or non-completed for this purpose) subject to maximum of 15% of total contract value. The amount of 1.5% of the value of the contract package is predetermined and pre-estimated agreed to between the parties. Payment of liquidated damages does not affect the successful bidder's liabilities.
- b) In the case of delay in compliance with the order beyond 10 days of the stipulated time period, REC will have the right to cancel the order & forfeit the EMD/ revoke the performance / any other bank guarantee etc.
- c) In addition the bidder shall also be liable to pay RECL a cancellation charge of 2% of the 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 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 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 RECL.
- 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 :
 - a. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or
 - b. to cancel the remainder and pay to the selected 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 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 differences whatsoever arising between the parties (ie. the REC and the Bidder) out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof, shall be settled amicably. If, however, the parties as above are not able to resolve them amicably, the same shall be settled by arbitration by appointing the Sole Arbitrator by CMD, RECL, in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall give a reasoned and speaking award. The venue of arbitration shall be New Delhi. The fees and other expenses of the arbitrator shall be equally borne by the parties.
- d) The successful Bidder shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the REC.
- e) The venue of the arbitration shall be New Delhi and shall be governed by Arbitration and Conciliation Act, 1996 and its amendments from time to time..

4.6 Corrupt or Fraudulent Practices

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

- b) RECL will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) RECL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

4.7 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 RECL.
- b) The selected vendor shall indemnify RECL against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied 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 in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 72 hours from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

4.9 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 confidentiality of the REC processes and 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 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 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 employ this tender for ordering/ procurement etc.

ANNEXURES

Bid Form

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

To

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

Ref: Bid document No

Dated_____

Sir,

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

I/We undertake, if my/our bid is accepted, to deliver and provide services in accordance with the delivery schedule specified in the chapter 2 – Scope of Work Table – II Major Activities.

If my/our bid is accepted, I/We will submit a bank guarantee for the sum equivalent to 15% 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.

I/We agree to abide by this bid for a period of Ninety days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the validity period formally withdraw my/our bid in writing with a minimum notice period and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

1. I/We declare:

2. I/We hereby offer to 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)

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

Dated this day of 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 and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

I/We hereby undertake that I/We understand that the Chapter – 2 Scope of Work and Requirement of this tender is indicative only and not exhaustive in any manner and that the final scope of work and technical specification will be decided by the 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 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 Authorised Signatory
Name of the Signatory
Date
Place
Company Name
Company Seal

Bid Form

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

To

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

Ref: Bid document No

Dated_____

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, I/We, the undersigned, hereby submit the financial bid for 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 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 Table – II Major Activities)and that 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 RECL across India.

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

- a. Bid Letter
- b. Price Schedule

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

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

Dated this day of _____ 2009

Signature of Bidder
Name

Details of enclosures

Full Address:

Telephone No.

Telegraphic Address:

Fax No.

E-mail:

COMPANY SEAL

Price Schedule
Table-I

S. No.	Description	Total Price Including Taxes
1	Audit of ERP Implementation at REC across India as per Chapter 2 Table – I Scope of Work and Schedule Table – II Major Activities including and inclusive of all taxes, levies, duties, logistics, travelling, boarding, lodging, computers, equipments, softwares, telephones, mobiles, stationary etc	In words In Figures
Grand Total		In words In Figures

Date:

Signature of Authorised Signatory

Place:

Name :

Company Seal :

Note :

1. Prices all inclusive of taxes including service tax, VAT, octroi & 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/ deletions/ modifications etc shall be properly attested by the authorized signatory otherwise the bid is liable to be rejected.
3. Under no circumstances any extra/ additional taxes, duties, levies etc. shall be payable to the bidder by RECL unless such a tax, duty or levy has been newly introduced and notified by the Government of India.
4. Prices should be indicated in Indian Rupees only.
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 super-set/ sub-set of the items and/or procuring the same and/or similar items from alternate and/or different sources at RECL discretion.