



**RURAL ELECTRIFICATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

Core-IV, Scope Complex,
7 Lodi Road, New Delhi-110003

Tel: 24362483

FAX: 24360644

No. REC/IT/TEN/140/2009/

Dated: 23/03/2010

To,

- (1) ITI Ltd.
Flat No. 201-202
Rohit House, 3 Tolstoy Marg
New Delhi-110001
- (2) National Informatics Centre
Dept. of Information Technology
Ministry of Communications and Information Technology
A-Block, CGO Complex
New Delhi-110003
- (3) Instrumentation Ltd.
Jhalawar Road
Kota-324005, (Rajasthan)
- (4) TCIL
TCIL Bhawan,
Greater Kailash-110048
New Delhi-110048
- (5) C-DAC
First & Second Floors
E-25, Hauz Khas Market
New Delhi-110016

Sub: Request for quotation for Purchase, Installation & Implementation of a E-procurement Solution at REC.

Dear Sir,

Rural Electrification Corporation Ltd., (A Govt. of India Enterprise) under Ministry of Power, intends to Purchase, Install & Implement a E-procurement Solution through the process of limited tendering. The tender document can be downloaded from our website www.recindia.nic.in

You are hereby requested to provide us the best rates as are offered to Govt. organization.

Sealed envelopes should be sent to IT Division, 1st Floor, REC Limited, Core 4, Scope Complex, 7, Lodhi Road, New Delhi.

The last date of submission of quotations is 07/04/2010 11:00AM.

Yours faithfully,

Sd/-
(P. K. Mukhopadhyay)
DGM (IT)

**RURAL ELECTRIFICATION CORPORATION
LIMITED**

TENDER NO: REC/IT/ E-procure/2009-10 /

**Request for Quotation (RFQ)
For
Purchase, Installation and Implementation of a
E-Procurement solution at REC**

(i) Date of Pre-bid in REC : 31st March, 2010
Time: 1100 hrs (IST)

(ii) Last Date for Submission of Quotation : 7th April, **2010**
Time: 1100 Hours (IST)

(iii) Date of Opening of Quotation : 7th April, **2010**
Time: 1430 Hours (IST)



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

TENDER DOCUMENT

A) Background

- I. 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 field offices which comprise of 5 Zonal Offices and 18 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 (CIRES at Hyderabad). The list of all offices can be seen from the corporation's web-site <http://www.recindia.gov.in>
- II. The Corporation, invites 'Sealed Quotation' for purchase, installation and implementation of E-procurement solution from Govt Deptt/ PSUs covering customization as per requirement of REC, hosting / deployment of entire service on behalf of the Corporation in an integrated manner to enable the users of REC and outside to use the same. The vendor to fulfill the criteria laid down in Techno-commercial bid format at Annexure-2. The job specifications and scope of work and other terms and conditions are given in Annexure-I. The format for Financial Bid at Annexure- 3.
- III. The bid shall remain valid for a period of 4 months from the date of receipt of the bid.
- IV. The Bidder should get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required. Bidder to sign all the pages of the tender document.
- V. The bids are to be sent in two parts – one sealed enveloped superscribed as 'Techno-commercial Bid' giving details in the format as per Annexure-2 and the second sealed envelope superscribed as 'Financial Bid' in the format at Annexure-3. The two sealed envelopes as above will be placed in another sealed envelope superscribed as 'Quotation for purchase, installation and implementation of E-procurement Solution'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to :-

Shri P.K Mukhopadhyay ,
DGM (IT/ERP),
Rural Electrification Corporation Limited,
Core-4, SCOPE Complex, Lodi Road,
NEW DELHI – 110 003

3. The sealed bids will be received by REC up to 11.00 AM on 7th April, 2010. Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date at 2.30 PM in the presence of the representatives of the bidders present. Financial bid of only technically qualified firms will be considered for opening. Date of opening of financial bids of such firms which meet the prescribed techno-commercial criteria will be notified separately.

B. RATES AND PRICES

- I. Bidders should quote the rates in the format given at Annexure-3. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible.
- II. All statutory Govt. duties and taxes may be clearly specified. Price quoted shall be firm and there should be no variation in rates, prices or terms during validity of the offer.
- III. No additional freight or any other charges, etc, would be payable.

C. TERMINATION

REC reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by REC from Security Deposit or pending bill or by raising a separate claim

D. CONCILIATION/ ARBITRATION

- I. If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by CMD, REC.
- II. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CMD, REC.
- III. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- IV. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- V. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- VI. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

E. FORCE MAJEURE

- I. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

- II. The term “Force Majeure” as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely REC and the Contractor.
- III. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, REC shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.
- IV. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

F. APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

G. No alternative offer shall be considered

H. REC reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of REC’s action.

I. REC reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.

J. After award of LOA, the Contractor is required to enter into a Contract with REC on the terms and conditions as detailed in the tender document.

K. LIQUIDATED DAMAGE : Time shall be essence of this contract. In case of any delay in executing the terms of the agreement / contract, the liquidated damages will be charged @ rate of 1% of order value per week subject of maximum of 15% of the order value. RECL has the option to cancel the purchase order and revoke the performance guarantee as submitted to RECL.

Purchase, Installation and Implementation of a E-Procurement solution at REC

Scope of Work

The scope of work involves, customization according to REC's requirement, and implementation of the solution which shall include :

- I. Registration of Vendors
- II. Issue of tenders including hosting of tender notification in the E-tendering portal and website
- III. Receipt of tenders
- IV. Opening of tenders
- V. Making comparative statement for eligibility, technical and financial bid
- VI. Evaluation of tender
- VII. Preparation of award letter
- VIII. Provide training to staff for implementation of e-tendering
- IX. Support for smooth maintenance of S/w and services
- X. The proposed E- procurement solution to be integrated with the existing Oracle E-biz suite ERP implemented across the Corporation. All the Zonal / Project offices and Corporate office is interconnected on a MPLS –VPN cloud of Airtel and Data Centre for ERP is collocated at Airtel Datacentre at Mohan Cooperative, Near Sarita Vihar, New Delhi.
- XI. Vendor would be responsible for hosting the E-procurement portal of REC
- XII. Vendor to do uploading activities and related Data entry as required
- XIII. Vendor to provide hand –holding support as required by Corporation on mutually agreeable terms
- XIV. Vendor to provide Help manual and CDs etc.
- XV. Should support and comply to the requirements listed at Sl.no. 1 to 29 of the Product Compliance (Annexure – II)

(REC website 'recindia.nic.in' 'Tenders' may please be referred for assessment of REC e-tenders; annual nos. may be about 25 involving around Rs.5 cr.)

PROJECT SCHEDULE:

SL.No	Item of work	Schedule (T = start date)
1	Submission of project initiation and project plan	T+2
2	Finalization of customization requirement and verification by REC and Development of Portal	T + 20
3	Website hosting and one time training at REC Delhi office	T + 30

Payment Terms

- I. 50% of one time charges (if any) shall be paid after website enabling / e-tendering portal operational, verification of customization as per norms of REC
- II. 40% of the one time charges after completion of one time training and hosting of final tender at REC, Delhi office
- III. Balance 10% of the payment shall be paid after successful completion of the project and certification by DGM (IT), RECL Corporate office, New Delhi

Support during Warranty Period

The vendor will also provide onsite service /maintenance, updation and support for hosting and any other assistance / support as may be required by REC during the warranty period of one year.

Other Terms and Condition

- I. The vendor to carryout modification of the s/w, if any during the warranty period such as bug's correction and changes limited to the scope of specification laid at no extra cost
- II. All the training would be carried out at REC Delhi office. The no. of participants will be appx 50-60. The training to be conducted in batches. The exact no. participants and batches would be intimated to the vendor. The vendor to arrange for training material for all the participants. In case there is requirement of training at ZO/PO site then additional charges would be paid per site by REC to be mutually worked out with the vendor
- III. The H/w, system s/w, application s/w, internet connectivity, connected h/w ,security of s/w to be provided by the vendor. RECL The vendor agrees to abide by the confidentiality clause of the project
- IV. RECL will facilitate space in their office with internet connection and required PCs, printers, scanners and UPS supply backup to the vendor
- V. All data entry would be carried out at our Delhi office
- VI. The vendor to enter into agreement to execute the project
- VII. All uploading activities would be carried out at Delhi office
- VIII. The hosting to be done by the vendor
- IX. The vendor to enable the entire system within one month from the date of acceptance of the purchase order. Delay in the part of REC will not be counted towards project completion timelines.
- X. The taxes and levies will be applicable as per the statutory guidelines of Government of India.
- XI. The successful bidder has to submit a performance guarantee in the form of Bank Guarantee from any Nationalized / Schedule Bank equivalent to 15 % of the order value within 15 days of placement of order as per the format of Performance Guarantee attached in Annexure – IV. The performance guarantee should be valid for the warranty period + three months.

- XII. 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
- XIII. REC at its discretion may terminate the contract for any inordinate delay in delivery of required services.
- XIV. 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.

Evaluation Criteria

Bids will be evaluated and L1 vendor arrived based on the total charges quoted by the vendor in the financial quote proforma at Annexure – III. Total price quoted should be inclusive of all Govt. taxes and duties applicable at present. Pl. note that if there is any calculation / totaling mistake done by the vendor then the same will be rectified and correct figure will be considered for evaluation purpose.

Annexure - II

Purchase, Installation and Implementation of a E-Procurement solution at REC

Technical Requirement

Name of the Product :

Briefly explain the product in brief (about 100 words) :

- I) No. of Installation in Govt / PSUs(Pl. attach list of orgn.) :
(Should have atleast two e-procurement installation, please enclose supporting documents)
- II) Tender handled during last three years (i) Nos. _____ Value _____
(should have handled atleast 50 tenders involving Rs. 5 crores, enclose supporting documents)

Product Compliance

The e-procurement system must support (though not limited to) the following functional processes:

SL No	Features Supported (enclose details wherever necessary in separate sheet, in support of the features – bidders not fulfilling the conditions at S. No.1-29 may not be considered)	Product Compliance (Enter Yes /no)
1	Dynamic supplier/vendor registration and creation of database	
2	Client Orgn. And internal user enrolment. Administrative functions like defining and assignment of roles, financial powers etc	
3	Indent creation & approval	
4	Tender creation, approval and publishing	
5	Supports single, limited and open tenders	
6	Single bid & two bid system	
7	Global tenders	
8	Corrigendum Publication	
9	Automatic Comparative Analysis generation (Technical and Financial)	
10	Award of Tender	

11	Purchase Order	
12	Facility of Multi part /Multi stage bid submission	
13	Setting criteria for bid submission	
14	Secure Bid preparation with Electronic Encryption and submission	
15	Online receipt of bid with time-receipts as per tendering policy and rules of buyers orgn. With support for receipt offline bids	
16	Secure bid storage in Time locked electronic tender box	
17	Public online tender opening event and manual opening	
18	Facility for re-building and improvement of financial / technical bid	
19	Payment Gateway for EMD / Bid amount etc	
20	Features viz, tender tracking, tender search, email alerts	
21	Upload and download from a MS word / excel file	
22	Dual Language support (English and Hindi)	
23	Supports Security features related to User login and authentication	
24	Has Document and User Security Features	
23	Integration with Existing ERP system of RECL (Oracle Ebiz suite)	
24	Platform independence of the product (enclose details regarding product support and architecture)	
25	Product duly audited by STQC or CERT-in approved auditor (enclose certification in this regard)	
26	PKI enabled product ie. encrypted and decryption as per standard technology	
27	Support SSL encryption	
28	Generates System log and audit trail	
29	MIS reports (enclose list of reports can be generated)	
30	Others (pl. specify)	

Annexure – III

Purchase, Installation and Implementation of a E-Procurement solution at REC

Financial Quote

SL no	Item	Price inclusive of taxes^ and duties
1	Software cost including customization	
2	Creation of domain and hosting	
3	Training and handholding	
4	Support for one year during warranty period	
5	Any other charges (Pl indicate)	
6		
7		
	Total charges	
Total (in words) Rupees _____		

ADD-ON

1.	Server H/w, system s/w, application s/w, security of s/w and internet connectivity charges for hosting and smooth running of the e-tendering portal	
2.	Annual Maintenance charges (valid for 3 years) after warranty of one year	

^All applicable Govt. Taxes as on date. Any variation in taxes from time to time would be paid on actual basis.

Certified that the prices have been quoted after taking into consideration scope of work, technical details and other terms and conditions attached and without any deviations of any form/sort/ kind etc.

Signatures of authorized officer

Seal

PERFORMANCE SECURITY (GUARANTEE) BY BANK

To,

In consideration of Rural Electrification Corporation Ltd , New Delhi– 110003
(hereinafter referred
to as RECL which expression shall include his successor and assignees) having awarded to

----- (Hereinafter referred to as “the Supplier” which expression,
wherever

the subject or context permits, includes its successors and assignees) a contract for -----
-----in terms of inter alia RECL’s letter No.----Date---- (hereinafter called “the
Contract.”) and general Conditions of Contract and upon the condition of the Supplier’s
furnishing Security for the Bidder’s liability under and in connection with the said
contract up to a sum of Rs. amounting to 15% of the total contract value.

1. We _____ (hereinafter referred to as the Bank or the said bank) and
having our registered office at _____ do hereby jointly and severally undertake
to guarantee the payment to RECL in rupees forthwith on demand in writing and
without protest or demur any or all moneys any wise payable by the bidder to RECL
in respect of or in connection with the said contract inclusive of all RECL’s losses and
damages and costs. (Inclusive between attorney and client) Charges, and expenses and
other moneys anywise payable in respect of the above as specified in the notice of
demand made by RECL to the Bank with reference to this guarantee up to an aggregate
limit of Rs.....
2. _____ We further agree that RECL shall be the sole judge of
and as _____ to whether the said bidder has committed any breach or
breaches of any of the terms and conditions of the said contract and the extent of loss,
damages, charges and expenses caused to or suffered by or that may be caused to or
suffered by RECL on account thereof and the decision of RECL that the bidder has
committed such breach or breaches and as to the amount or amounts of loss, damage,
costs, charges and expenses caused to or suffered by RECL from time to time shall be
final and binding on us.
3. RECL shall have the fullest liberty without reference to the bank and without
effecting in any way the liability of the said Bank under this guarantee to take any
other security in respect of the Supplier’s obligation and liabilities hereunder or to
vary the contract/ work to be done there under vis-a vis the consultant or to vary the
prices of the total contract value or to release or forbear from enforcement of all or any

other security or any other securities now or anytime held by RECL and such arrangements with the bidder or release or forbearance whatsoever shall absolve the bank of the full liability to RECL hereunder or prejudice the rights of RECL against the bank.

4. The guarantee shall not be determined or affected by the liquidation or winding up of, dissolution or change in constitution or insolvency of the bidder but shall in all respect and for all purposes be binding and operative until payment of all moneys payable to RECL in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be in anywise affected or suspended by reasons of any dispute or disputes having been raised by the bidder (whether or not pending before any arbitrator, Tribunal or court) or purporting to stop or prevent any payment by the bank to RECL in terms thereof.
6. The amount stated in any notice of demand addressed by RECL to the bank as liable to be paid to RECL by the bidder or as suffered or incurred by RECL on account of any losses, damages, costs, charges and expenses shall be conclusive evidence of the amount so liable to be paid to RECL or suffered or incurred by RECL as the case may be and in terms hereof.
7. This guarantee / undertaking shall be in a continuing guarantee / undertaking and shall remain valid and irrevocable for all claims of RECL and liabilities of the bidder arising up to and until midnight of.....
8. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever that RECL may now or any time anywise may have in relation to the Supplier's obligations or liabilities under and/or in connection with the said contract, and RECL shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which RECL may have or obtain and not forbearance on the part of RECL in enforcing or requiring enforcement of any other security shall have the effect of releasing the bank from its full liability hereunder.
9. It shall not be necessary for RECL to proceed against the said bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding that any security which RECL may have obtained or obtain from the bidder shall at the time when proceedings are taken against the said bank hereunder be outstanding or unreleased.
10. We the said bank undertake not to revoke this guarantee during this currency except with the consent of RECL in writing and agree that any change in the constitution or the said bidder or the said bank shall not discharge our liability hereunder.
11. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.....and this guarantee shall remain in full force till..... and unless a claim is made on us within Months from the date i.e. before..... all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities hereunder.

Dated..... Day of 2010

Name of Bank:

Address:

Date: