

# **RURAL ELECTRIFICATION CORPORATION LIMITED**

**Core 4, SCOPE Complex, 7 Lodhi Road, New Delhi – 110 003**

**Tender No: REC/IT/97/2002-08/1**

## **LIMITED TENDER DOCUMENT**

### **FOR**

## **REDESIGNING AND MAINTENANCE OF CORPORATE WEBSITE AND INTRANET**

Date of Issue ( T) : 04-01-2008

Last Date & Time of Submission: 17-01-2008 (14:30 Hrs)  
Of bid

Time of Opening : **17-01-2008** (15:30 Hrs)

**Note :** This limited tender is open to only the firms listed at Schedule V. Bids received from any other firms will not be considered.

## 1. Introduction

Rural Electrification Corporation Ltd (REC), a CPSU under Ministry of Power, as a part of IT initiative, maintains an Internet web-site ([www.recindia.gov.in](http://www.recindia.gov.in)) and an intranet web-site (<http://recnet>). The internet web-site is hosted at the NIC data centre. The standby internet web-site is hosted at the REC premises and is a mirrored backup of the primary. The intranet web-site is hosted at the REC premises. Both these web-sites at present are maintained by REC, internally. The data for website is uploaded and updated on the Web Server of NIC on daily basis. To re-design and give a new look to the website which is more consistent with improved flow of information which must be attractive and user friendly.

## 2. Intent of the specification

- It is intended to select a firm for the award of the work related to '*Design & Development of Bilingual Corporate Website and with Bilingual Content Management System.*'
- It is intended to prepare a website for a speedy and effective means for dissemination of information, interaction with power sector, utility and for delivery of services to citizens. It is also intended to develop a dynamic and user friendly intranet for REC employees.
- The website and Intranet to be developed on Windows Platform with HTML, XML, Flash animation, ASP, Java script and PHP etc. as languages and other tools with at present about 75 static HTML pages which may in future go up to 150 to 200 static / dynamic web pages.
- The Website will be having various dynamic modules for '*what's new*', '*Search*', '*feed back form*', '*Tender Administration/e-tendering*' etc.
- The Website and Intranet should be given a complete new look and feel, making it more attractive, easy to navigate and aesthetically appealing.
- The website developed must be uploaded on the web server at NIC after getting approval from REC.
- The website developed must be tested and acceptable to REC with mirrored backup at REC. At a later stage, the primary website may be installed at REC Data Centre.
- This should be compatible for Migration to any other operating system like Linux server etc. in future

## 3. Eligibility and qualification criteria for the bidders

- 3.1 The bidder should be a registered company/firm and should be in commercial operation for period of atleast five years as of 31/03/07. Proof of the same to be submitted. Bidders must have PAN allotted by Income Tax department and shall produce copies of PAN allotted. The bidders shall also submit copies of last 1 year Returns of Income Tax, Sales Tax/ VAT and Service Tax.
- 3.2 The bidder should be a profit making organization in last 2 financial years with average financial turnover of atleast Rs. 25 lakhs during the last 2 years. Company should furnish copies of audited Annual Reports for the last 2 years in support of this or certificates from Statutory Auditors/Company Secretary /Chartered Accountant.
- 3.3 The bidder should have experience of design and development of website for other organizations and has designed and developed website for at least one CPSUs/SPSUs/Banks/Govt. Organization/Departments/PSEs and two reputed MNCs/Private Sector Organizations. The details of such organizations along with certificate for successful operation and implementation of the work from them may be submitted with the bid.
- 3.4 The bidder should have at least 3 years of Proven experience of providing similar services in India. Company should furnish copies of work orders /certificate for successful operation and implementation of the work in support of this.

**The bidder should meet the eligibility and prequalification criteria and invitation to offer will not constitute holding all the criteria.**

#### **4. Information to bidder regarding the procedure for submission of proposal**

**4.1** The tender document can be downloaded from the REC's website [www.recindia.gov.in](http://www.recindia.gov.in) or [www.recindia.com](http://www.recindia.com). The tender document can also be collected at the address given in clause 4.2.3 by submitting a written request.

#### **4.2 Procedure for submission of Bids**

4.2.1 It is proposed to have a two part bid system for this tender enquiry.

a) Technical Bid (1 original + 1 photocopy) in one cover along with a softcopy in CD/Floppy.

b) Price Bid (1 original + 1 photocopy) in one cover along with a softcopy in CD/Floppy.

4.2.2 Technical Bid and Price Bid of the Tender should be covered in a separate sealed cover super scribing the wordings, as the case may be "Technical Bid" or "Price Bid" for tender no. **REC/IT/97/2002-07/1**. All the pages of the tender document along with Technical and financial bids are required to be signed and stamped by the tenderer.

4.2.3 Both the Technical Bid Cover and Price Bid Cover, prepared as above are to be kept in a single sealed cover super scribed with "*Offer for Design and Development of Website for Rural Electrification Corporation Ltd, New Delhi*" tender no. **REC/IT/97/2002-07/1** and addressed to

Dy. General Manager (IT/ERP)

Rural Electrification Corporation Ltd

IT Department

Core-4, SCOPE Complex

7 Lodhi Road, New Delhi – 110 003

The bids to be dropped in the tender box located in the main reception of the corporation marked with tender no. with due date and time of submission. REC does not hold any responsibility if tender is submitted anywhere else and has not reached the addressee within due date and time

#### **4.3 Technical Bid : ' Technical bid will comprise of the following :**

(i) Eligibility and qualification criteria as mentioned above in Clause 3 of this tender document.

(ii) General Information of the Tenderer (Schedule I)

(iii) Technical Specification (Schedule II)

(iv) Additional Information. (Schedule IV)

(v) EMD (Refer Clause 4.5)

(vi) Signed & Stamped by authorized signatory of the tender document (all pages)

#### **4.4 Price Bid :- Price Bid will comprise of price schedule (Schedule III)**

4.4.1 The Bidder shall give the total composite price inclusive of all levies and taxes i.e. sales tax, service tax, excise duty etc. The offer shall be quoted in Indian Rupees.

4.4.2 The Price quoted by the Bidder shall be firm and final and shall remain fixed during the entire period of the contract and shall not be subjected to variation on any account whatsoever. The bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. The Price quoted by the Bidder shall be in sufficient detail (as per Schedule III attached) to enable the Purchaser to arrive at the price offered by the Tenderer.

#### **4.5 Earnest Money Deposit (EMD)**

4.5.1 The tenderers/bidders are required to deposit EMD of **Rs. 25,000/** in a separate sealed cover at the time of submission of bid. The earnest money deposit (EMD) shall be deposited in the form of a pay order/bank draft drawn in favor of Rural Electrification Corporation Ltd, New Delhi and shall be valid for 45 days beyond the validity of the bid. Any bid not accompanied with the prescribed EMD, shall be rejected by the REC as non-responsive.

4.5.2 No interest will be payable by RECL on the amount of EMD.

#### **4.6 Forfeiture of EMD**

The EMD shall stand forfeited if

a) The bidder withdraws his offer during the period of bid validity period of six months.

b) In the case of successful tender, if he fails to

i) comply with the terms and conditions of the Contract in accordance as per Clause 6

ii) to furnish performance security in accordance with Clause 11.

#### **4.7 Return of EMD**

4.7.1 The EMD of unsuccessful bidders will be returned as promptly as possible without interest after award of contract. However, if due to unavoidable circumstances the EMD is not returned within stipulated time by REC, the bidders shall not claim any interest for the delayed period.

4.7.2 The EMD of successful bidder will be returned without interest after award of contract and submission of performance guarantee as per clause 11.

#### **4.8 Submission & Opening of Bids**

4.8.1 The offers should remain valid for acceptance for a period of at least 120 (one hundred & twenty) days from the date of opening of Technical Bid. A bid valid for a shorter period may be rejected by the purchaser as non-responsive.

4.8.2 **Last date of the bid** : Last date and time of submission of the bid is **17-01-2008 - 2.30 PM**. Bid received after the last date and time of submission will be summarily rejected and/or returned unopened to the tenderer.

4.8.3 The bidder or their authorized representative with Authority letter may attend the bid opening at 3:30 PM on 17-01-2008.

**4.9 All certificates/information/schedules as specified in this document shall be furnished with the bid. It is desirable that the bidder should have relevant ISO Certification and copies of certification may be furnished in support of this.**

**4.10 The bidder who wants to see the present website of REC , before submitting the bid, may refer the site- [www.recindia.gov.in](http://www.recindia.gov.in) . He may also contact DGM(IT), REC Ltd, Core-4, Scope Complex, Lodi Road, New Delhi with prior appointment. The phone number is 011-24362483 and email id is prasanta.m@recl.nic.in.**

**4.11 REC reserves the right to reject any/all the bids without assigning any reason.**

**4.12 Bidders have to fill all the items as indicated in the Technical and Financial Bid. Leaving any item blank may lead to summarily rejection of the bid / disqualification. In case any item of the financial bid is left blank or N.A is mentioned, the same will be treated as zero.**

## **5. SCOPE OF WORK**

**5.1 Objectives:** Design, Development and hosting of dynamic website for Rural Electrification Corporation with "bilingual Content Management System". The main objective of website would be to provide accurate reliable information, improved electronic delivery of services to other organizations or citizens in an attractive manner. The Website should be in pursuit of excellence and quality, should be easy to navigate, should be properly secured from any untoward activity. The access to the contents should be logical and intuitive.

**5.2 Outline of the Task to be carried out:** It is proposed to design and develop dynamic website and Intranet for Rural Electrification Corporation Ltd with the following contents and features.

### **A) Internet Website**

- **Site Enhancement (Internet)** : To go through the entire content of the website and re-arrange the same to enhance its readability and make it more presentable. The final design will be arrived at through mutual discussion between the bidder and REC.
- **Other Page Re-design** : All the existing pages will be reviewed and redesigned to add better look and to take less opening time.
- **The Website should be bilingual.** The Hindi Website should be developed with the technology where the users don't have to download the fonts for viewing the website every time. If required, bidder should make provision for storing Hindi data in a separate Hindi Database.
- **The Website should display the logo of REC.** The mission vision, organizational set up of REC and functional map of the organization with sufficient clarity should be displayed on the Website. It should also

have comprehensive and complete list of attached subordinate offices.

- The Website should also have the following content structure :
  - i) Information about, Bonds, IPO & all other schemes and products
  - ii) Financial reports, results etc..
  - iii) Budgetary Information like Plan, Schemes, Programmes and Project.
  - iv) Services offered by the RECL.
  - v) Publications and recruitment etc.
  - vi) Interactive Feedback Mechanism
  - vii) Current Events Calendar, Archives, Details of Personnels etc.
  - viii) Tender Section: The Tender Section should be a data based driven module in which authorized user will add/modify/archive tenders with details like Scan Image etc. This will be displayed at front end which can be viewed by the public.
  - ix) What's new: This will be a dynamic section and will provide the users with latest reports, announcements and upcoming events. An Admin. Module would enable the administrator upload and change the contents of the section as and when required.
  - x) FAQs and Help, Contact us: An active link titled FAQ i.e. frequently asked questions should be provided.
  - xi) Site Map: Site Map should be provided for navigation support.
  - xii) Search Engine: This site should help and optimize Search to facilitate the user to locate and access information/contents with ease.
  - xiii) IPO section : The IPO section to be redesigned to introduce login-id/password concept to enquire about allotment status.
  - xiv) Publicity Section : A separate area to be reserved and designed attractively for displaying all achievements of the Corporation
  - xv) In addition, the website should also have following features:

Type of Work	Nature	Description of the Work
EMI Calculator	NEW	An EMI calculator will be designed to help borrowers to calculate their respective loan repayment amount
Bookmark Page	NEW	This is a facility to add REC website into ones list of favourites.
Citizens Charter	NEW	This is an additional feature to highlight the obligations and services of the REC.
Visitor Count	NEW	This feature is to count the nos. of hits on the website

- xvi) Link to be provided to the intranet website for accessing by employees of the organization with appropriate security control.
- xvii) Link to the other website of power sector utilities and other related organizations.
- xviii) **Content Management System (CMS):** The development of the entire bilingual website should be done through CMS. The administrator will have the full control on all contents and files in the website. Administrator will decide the types of permission to be awarded to sub-administrators and users. The main features of CMS should be as follows:
  - i) All information submitted via the CMS should be added to database.
  - ii) Images: Ability to add images to various pages should be based on CMS requirements. A wizard could take the user through a process similar to attaching an image to an e-mail.
  - iii) System should record changes made by a specific user. The CMS Security Model should document changes made to a specific section and should also document details including time, date, user and section of the site modified.
  - iv) Time, Date, Stamp: System should record when a piece of content was submitted, approval and date of approval.
  - v) Spell Check-: Administrator should have the ability to run a spell checker on a content included in online thoughts. It should identify misspelled words and offer suggestions
  - vi) Content Administrator: Content Administrator and approved sub administrators may preview content to check look and feel on the application in its correct format before approving. They will able to perform these checks as the click of the button.
  - vii) Approval: All contents needs to be approved by the administrator before it is to be published on the Web.
  - viii) System should automatically ensure that all content appears in the correct font, size and template format.
  - ix) Notification : An E-mail notification should be sent for all approvals.

x) Archive for individual record should be maintained. For example, logs of all changes made to be content. This should also allow users to revert from archived content to the current version.

xi) Rich HTML/XML edited content should allow users the following options for formatting:

a) Bold, Italic, Bullets and Numbered lists alignment and easy insertion of hyperlinks.

b) Delete confirmation: If a user clicks the delete button to delete any section/content, system will ask the user to confirm this decision before deleting selected section/content. Users should be able to delete unapproved content. Only approved users can delete approved content.

xii) Bidder will make necessary changes to the website, like Citizens charter, Publicity pages etc as per the requirements of REC. Similarly, bidder will design suitable meta tags to ensure that in the promotional plan as stated above, REC's website is thrown by the search engines among the top 20 of the search result. Bidder will also ensure smooth functioning of all the pages of the websites.

xiii) The website hit counter needs to be developed initially as per the scope of work with following features. These reports are to be submitted on monthly basis.

a. General Summary

b. Week of the month-wise hits of the website

c. Day of the week-wise hits of the website

d. List of Domains hits sorted by the amount of traffic

e. List of top 20 search engines hit the website sorted by number of requests

f. List of top 50 hosts sorted by the number of requests

g. List of top 20 referring URL by number of requests sorted by number of requests

h. List of top 20 referring sites sorted by the number of requests.

i. List of top 20 query words sorted by the number of requests

j. List of top 5 browsers sorted by the number of requests

k. List of operating systems hitting the website sorted by the number of requests

l. List of status codes

m. File size-wise hit report

n. List of top 20 hit files sorted by the number of requests

Suitable action is to be taken including redesign or modification of the website if some of the statistics does not show desired result.

## **B) Intranet**

- **Site Enhancement(Intranet)** : To go through the entire content of the website and re-arrange the same to enhance its readability and make it more presentable. The final design will be arrived at through mutual discussion between the bidder and REC.
- **Other Page Re-design** : All the existing pages will be reviewed and redesigned to add better look and to take less opening time.
- **Security access** : Employees access ( through user id / password for all the employees )

### ***General Information***

- E-newsletters
- Circulars / Rules & regulations
- Commonly used Application forms
- Enterprise wide information display portal
- Publishing of events
- Corporate Organogram
- Contact Information of employees
- Commonly used Software / Driver download
- Flash News events marquee
- Interactive Feedback Mechanism
- Any other information as may be required. in future

### ***Individual Specific information***

- Employee chat room
- Pay information

- Library's holdings
- Any other information as may be required in future

### 5.3 The Support or inputs to be provided by REC to facilitate the work:

- REC will provide the data, organizational support, reports etc for this purpose. The design and quality of the website and intranet will be approved by REC.
- It is desired that at least 4 different designs of home page for website and intranet should be made for REC and REC will have the right to approve any one of them. The final design will be arrived at through mutual discussion between the tenderer and REC. The approved design of the Web site as developed by the firm has to be tested and uploaded in the Web Server by the tenderer.

### 5.4 The final outputs that will be required: The bidder is expected to finish the work with in the prescribed time limit. The final output should fulfill following criteria

- Information is available with minimal no. of clicks
- Site is stable and reliable with predictable behavior of hyperlinks and menus
- Site management/system administration task should be facilitated with built in exception reporting, escalation features in the software
- Each page is well designed, attractive and take minimum time to display
- Visual elements are appropriate and enhance the content presentation.
- Site should be well organized and navigation should be clear and consistent.
- The mails received from the feedback page of the website will be directed to respective official e-mail accounts of executives.
- The redesign of the web-sites intends to give a international standard portal look of the website and intranets, upto the satisfaction of and approved by REC.
- The website developed should be in line with the Policy guidelines on website development, hosting and maintenance published by department of administrative reforms and public grievances
- The website so developed is to be hosted in NIC server and the present REC's Server. The vendor should ensure that the website so developed should comply to the web / internet /network policy of NIC and clear the website audit before hosting of the website in NIC Server. Further, the website so developed should also comply to the relevant security policy of CERT-IN, Deptt. of IT, Govt. of India.

### 5.5 Hardware and Software requirement: The present website is hosted in NIC on Microsoft Windows based server with appropriate database support. The mirrored website and corporate intranet is hosted in REC's Server using Windows server, IIS and SQL server. The website developed by the bidder must be compatible to the present configuration. The bidder should submit the detailed list of Hardware and software requirement. Being a dynamic site the bidder should indicate the server requirement. (Schedule-II).

### 5.6 Training:.. The Contractor shall make all arrangements for providing full-time training to five officials of REC for 5 days to understand the operation and technical aspects of the work. The training should also cover software training on the tools/ technology used in details An instruction and operation Manual should also be provided to REC . Training and course schedule will be decided mutually.

### 5.7 General Terms and condition of the contract

- Acceptance of the bid shall be communicated to the successful bidder by a formal Letter of Acceptance.
- The successful bidder will be required to submit a duly signed and stamped 'Letter of Acceptance' within 7 days from the date of issue of Letter of Award.
- The successful bidder, having been given the Letter of Acceptance (LOA) for the Contract, shall undertake to commence work within 10 days of his acceptance for executing the Task. Failing to do so will result in cancellation of the order and forfeiture of his earnest money.
- The layout of the design of website and intranet developed by the firm will be tested before uploading as per the requirement of REC . If the website and intranet is not found up to REC 's satisfaction , the firm will be required to carry out necessary modifications suggested by REC .
- All work are to be done up to the satisfaction of the REC.
- Price mentioned in Schedule III is inclusive of all taxes, duties and all other charges.

- The bidder should extend support for maintenance, at the discretion of REC, for at least 5 years
- The bidder will extend support on 24 x 7 basis via telephone / e-mail and will attend REC office whenever required. The time frame for any developmental work will be reasonable and justified.
- The maintenance of web-site includes collection of information from different departments of the Corporate office and uploading the same into the web-sites.
- The website may required to be revamped periodically to change the look and to increase hit rate, so that same person visits the website again and again.
- The agency will depute one Web Manager exclusively for REC who will be the single point of act from the bidder end, monitor the entire activity and continuously act for improvement of the web-sites.
- REC reserves the discretion to change any terms and conditions of the tender.
- REC reserves the discretion to renew the contract depending upon satisfactory service of the bidder

## 6 Evaluation of Bid :

- 6.1 **Bid Evaluation : Initially the technical bid** containing documents as per clause 4.3 would be opened. Financial bids of only technical qualified firms would be opened at a date and time to be informed to the technical qualified bidders.
- 6.2 The L1 bidder will be arrived at on the basis of the following Total Cost of Ownership:  
 $TCO = \text{Min} (A + 5 \times NPV(B) + 50 \times C)$  where NPV will be calculated on the basis of BPLR/PLR of REC. Offer having minimum TCO will be taken as L1.
- 6.3 A,B and C would be calculated by adding all the items as indicated in the price bid as per table The bidder to ensure to fill all the columns

## 7. Payment terms:

### 7.1 One time charges:

- 7.1.1 Eighty percent (80 %) of the **order value under "A" of Schedule III** payable after completion of work under "A".
- 7.1.2 Balance twenty percent 20 % of the order value under "A" of Schedule III payable after complete implementation of work as mentioned under "A" including user training and handing over all documents and deliverables including source codes as per "A" of Schedule III and submission of a Bank Guarantee from a scheduled commercial bank for an amount equivalent to (20 % A + 25 % B) after 3 months of completion of work under "A". The bank guarantee from a scheduled commercial bank to be valid for a period of 1 year having 3 months period to file the claim i.e. BG valid for 15 months.

### 7.2 Annual Maintenance Charges (AMC):

- 7.2.1 Fifty percent (50%) payment of Service charges under "B" of Schedule III towards annual maintenance will be made on half yearly basis at end of each half year. Such payments shall be made again formal contract to be issued by REC and on submission of invoice from Service provider against the same, and its acceptance by REC. This however does not include payment for the Digital Certificate which will be paid as per requirement.

### 7.3 Rate Contract:

The **amount under "C" of Schedule III** if any, will be paid after issue of order by REC, completion of the work against the same by service provider, submission of invoice by service provider and acceptance of the same by REC.

- 8 **Maintenance support:** The bidder should provide support atleast for a period of 5 years at discretion of REC for the continuous up gradation of the website and intranet after successful project completion i.e end of warranty period. Terms and charges for the additional work during annual maintenance of the Internet Website and Intranet to be indicated by the bidder in the PRICE BID – Item B, Schedule III.

## 9. Work Completion and Liquidated Damages for delay

- 9.1 The work covered under one time activity including hosting in NIC to be completed within **two month** from date of approval of the Website design. A work completion certification has to be obtained by the successful bidder from the authorized representative of REC based on which the

payment would be released. The time taken by NIC for security audit and completion of other formalities for hosting in NIC server will not be counted under the work completion target. However, it is responsibility of the successful tenderer to complete the hosting of the website at NIC Server after fulfilling their requirement.

9.2 The Contractor shall complete the job within the time limit as indicated above. In case of delay, liquidated damage @0.5% of the contract value per week or part thereof subject to a maximum of 10% of the contract value will be recovered while making payment.

#### **10. Warranty**

Warranty to start immediately after completion of the work to be valid for a period one year. During the warranty period the successful bidder would provide free maintenance support for smooth functioning of the uploaded Internet website and Intranet as per one time work completed stated in scope of work and mutually approved Website Design.

**11. Performance Security** : Equivalent to 10 % of the amount stored under (A) of price schedule to remain valid for a period of sixty days beyond the warranty period of one year. The performance security to be submitted with 14 days of the date of acceptance of the award letter.

**12. The successful bidder shall be required to pay all taxes and duties, for the execution of the work awarded under the Contract.**

#### **13 Governing Law**

The Contract shall be governed and interpreted in accordance with the laws of India and courts at Delhi will have exclusive jurisdiction to entertain the dispute.

#### **14 Settlements of Dispute**

All disputes or differences of any kind whatsoever that may arise between the REC and the Supplier in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled as under:-

##### **14.1 Conciliation**

All such disputes or differences shall in the first place be referred by the Supplier to the REC in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences by conciliation.

##### **14.2 Arbitration**

14.2.1 It is a term of this contract that Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

14.2.2 If the Supplier is not satisfied with the settlement by the REC on any matter in question, disputes or differences, the Supplier may refer to the Chairman & Managing Director of the REC in writing to settle such disputes or differences through Arbitration provided that the demand for Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the REC shall be referred to Arbitrator as the case may be and other matters shall not be included in the reference.

14.2.3 All disputes shall be resolved by Arbitration conducted under the Arbitration and Conciliation Act, 1996 by an Arbitral tribunal comprising of 3 arbitrators. Each party appointing one arbitrator and the two co-arbitrators appointing the presiding arbitrator.

14.2.4 The Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

14.2.5 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

14.2.6 The Arbitration proceedings, in case of foreign Contractor shall be regulated and governed by the rules of Arbitration and Conciliation of International Chamber of Commerce, Paris. The venue shall be New Delhi. The arbitration proceedings in case of Indian Contractor shall be regulated and governed by Indian Arbitration and Conciliation Act, 1996, or such modification thereof. The venue shall be New Delhi.

14.2.7 The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed by the REC and shall be shared equally between the REC and the Supplier.

14.2.8 Neither of the party will be entitled to pendente lite interest during arbitration proceedings.

14.2.9 The Arbitral tribunal will give speaking and reasoned award.

14.2.10 The venue of Arbitration will be at Delhi.

### **14.3 Settlement through Court**

It is a term of this contract that the Supplier shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 14.1.

### **14.4 No suspension of work**

14.4.1 The obligations of the REC, the project Manger and the Supplier shall not be altered by reasons of conciliation/ arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the Supplier shall continue to be made in terms of the contract.

14.4.2 Subject to the above that is pending Conciliation or Arbitration on any issue between the REC and the Supplier. It is agreed between the parties that REC shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the REC from the outside agency for the default of the Supplier of the Implementation Partner in respect of any item for which such conciliation or arbitration as stated above is pending and the Supplier be severally liable to pay such amount or amounts immediately on receipt of such demand from the REC without demur, and in case of the award in arbitration is given by the arbitrators in favor of the Supplier, then the amount/s under the award shall be refunded to the supplier, as the case may be by the REC, on receipt of such award, if the award is accepted.

### **14.5 Risk Purchase Clause**

Notwithstanding what is stated above, it shall be agreed that the supplier (for the purpose of this clause who shall include the implementation partner) shall be responsible to REC for implementation of the project and the supplier and implementation partner shall be jointly and severally liable for all claims of REC not more than the contract value in respect of the work done or to be done by REC from outside agencies for the default of the supplier or implementation partner as the case may be, till the termination of the contract by REC. This clause may be invoked during the entire period of implementation with effect from the date of acceptance of letter of award.

*Default: Means non performance /no response w.r.t the assigned task within 21 days of the receipt of the written query/ reminder from the REC sent through e-mail/ fax/ letter.*

### **14.6 Jurisdiction of Courts**

The courts of Delhi will have exclusive jurisdiction to try the suits between the parties under the contract.

## 15 Force Majeure

“**Force Majeure**” shall mean an event, which is beyond the control of Parties. Such eventualities may without limitation to the context or meaning thereof includes and means, Act of the God / any Order of Government Authority - either its sovereign or in its contractual capacity, war, civil-war, insurrection, riots, resolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes or any other act of nature.

## 16 Termination

16.1 The REC may at any time terminate the Contract for any reason by giving the Supplier a fifteen days (15) notice of termination..

16.2 Upon receipt of the notice of termination, the Supplier shall terminate the contract

- (a) cease all further work, except for such work as the REC may specify in the notice of termination for the sole purpose of protecting that part of the work already executed, or any work required to leave the site in a clean and safe condition;
- (b) in addition, the Supplier, subject to the payment specified, shall
  - (i) deliver to the REC the parts work already completed by the Supplier up to the date of termination;
  - (ii) to the extent legally possible, assign to the REC all right, title, and benefit of the system or Subsystem, as at the date of termination, and, as may be required by the REC
  - (iii) deliver to the REC all non-proprietary website design, developed website, and other documents prepared by the Supplier as of the date of termination in connection with the Website design and development.

### 16.3 Termination for Supplier’s Default

16.3.1 Without prejudice to any other rights or remedies REC may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Supplier.

- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt;
- (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision or
- (c) if the Supplier, in the judgment of the REC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.
- (d) has abandoned or repudiated the Contract;
- (e) has without valid reason failed to commence work on the WEBSITE DESIGN AND DEVELOPMENT promptly;
- (f) persistently fails to execute the obligations under the Contract in accordance with the contract or persistently neglects to carry out its obligations under the Contract without just cause;

- (g) refuses or is unable to provide sufficient Materials, Services, or labor to execute and complete the WEBSITE DESIGN AND DEVELOPMENT in the manner specified in the Agreed and Finalized Project Plan furnished at rates of progress that give reasonable assurance to the REC that the Supplier can complete the work

Acceptance of the WEBSITE DESIGN AND DEVELOPMENT by the Time for Achieving Stabilization Acceptance as extended; then, the REC may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the REC may terminate the Contract forthwith by giving a notice of termination to the Supplier.

#### 16.3.2 Consequence of termination:

- (a) cease all further work, except for such work as the REC may specify in the notice of termination for the sole purpose of protecting that part of the WEBSITE DESIGN AND DEVELOPMENT System already executed or any work required to leave the site in a clean and safe condition;
- (b) deliver to the REC the parts of the WEBSITE DESIGN AND DEVELOPMENT System executed by the Supplier up to the date of termination, subject to the receipt of payment for the portion of work completed.
- (c) to the extent legally possible, assign to the REC all right, title and benefit of the Supplier to the WEBSITE DESIGN AND DEVELOPMENT System or Subsystems as at the date of termination, Contract
- (d) deliver to the REC all design, developed work, and other documents prepared by the Supplier as at the date of termination in connection with the WEBSITE DESIGN AND DEVELOPMENT System.
- (e) In the event of termination or otherwise, the REC may enter upon the site, expel the Supplier, and complete the WEBSITE DESIGN AND DEVELOPMENT itself or by employing any third party. Upon completion of the WEBSITE DESIGN AND DEVELOPMENT or at such earlier date as the REC thinks appropriate, shall give notice to the Supplier to remove or arrange removal of the Supplier's Equipment from the site.
- (f) If the REC completes the WEBSITE DESIGN AND DEVELOPMENT, the cost of completing the WEBSITE DESIGN AND DEVELOPMENT by the REC shall be determined. If the sum that the Supplier is entitled to be paid, plus the reasonable costs incurred by the REC in completing the WEBSITE DESIGN AND DEVELOPMENT exceeds the Contract Price, the Supplier shall be liable to balance amount left after taking out the REC & other expenditure of the Contact Price, provided this limitation shall not apply to any obligation of the Supplier to indemnify the REC with respect to copyright, patent infringement, workman compensation and criminal misconduct. If such excess is greater than the sums due to the Supplier, the Supplier shall pay the balance to the REC, and if such excess is less than the sums due to the Supplier, the REC shall pay the balance to the Supplier. The REC and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

### **17 Confidentiality**

Each party shall protect the confidential information of the other Party against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential interests of similar nature taking a reasonable degree of care. The Contractor will have to indemnify REC for all consequences due to breach of confidentiality.

### **18 Protection of Intellectual Property Rights**

Each party shall protect the Intellectual Property Rights of the other party using the same degree of diligence and care as it takes to preserve and safeguard its own IPR and the Contractor will have to indemnify REC for damages, losses and expenses for infringement of IPR Rights including infringement of rights of third Parties.

**STANDARD FORMATS FOR TECHNICAL AND FINANCIAL BIDS**

**GENERAL INFORMATION OF THE TENDERER**

(To be filled in by the bidder for the technical bid)

1. Name of the firm/Company :
2. Year of Establishment
3. Office Address :
  - (i) Head /Regd. / Corporate Office
    - (a) Postal
    - (b) Fax No.
    - (c) Telephone No.
    - (d) E-Mail Address
  - (ii) Local (Delhi/NCR) Office :
    - (a) Postal
    - (b) Fax No.
    - (c) Telephone No.
    - (d) E-Mail Address
4. Name and Address of the officer to whom all references shall be made regarding this tender :  
Telephone No.  
FAX No.  
E-mail Address
5. Details of EMD deposited Draft No.  
Bank Details Amount  
Period of validity of fire tender
7. Average Annual Turn over of the Company in Rs. Crores. (Audited Annual Turn over in last two years)
  - (i) previous year (1)
  - (ii) previous year (2)
8. Total staff strength of the company on its payroll :
  - (i) Website Developers
  - (ii) Other Staff
9. No. of years of Proven experience of providing similar services in India.
10. List of Customers in India for whom the Tenderer
  - (i) has designed and developed websites in the recent past.
  - (ii) currently under development
11. Various Certifications ( pl enclose)

Signature of Witness

Dated

Signature of tenderer

Name

Office Seal

**QUALIFYING CRITERIA: (B)**

<b>SL. No</b>	<b>QUALIFYING REQUIREMENTS</b>	<b>Enter ( Yes / No)</b>	<b>Please specify the relevant page no. of the supporting documents enclosed in the bid</b>
1	The bidder should be a registered company/firm and should be in commercial operation for period of atleast five years as of 31/03/07.Proof for the same to be submitted. Bidders must have PAN allotted by Income Tax department and <i>shall produce copies of PAN allotted. The bidders shall also submit copies of last 1 year Returns of Income Tax, Sales Tax/ VAT and Service Tax.</i>		
2	The bidder should be a profit making organization in last 2 years with average financial turnover of atleast Rs.25 Lakhs during the last 2 years. <i>Bidders should furnish copies of audited Annual Reports for the last 2 years in support of this or certificates from Statutory Auditors/Company Secretary / Chartered Accountant.</i>		
3	The firm should have experience of design and development of website for other organizations and has designed and developed website for at least one CPSUs/SPSUs/Banks/Govt. Organization/Departments/PSEs and two reputed MNCs/Private Sector Organizations. <i>The details of such organizations along with the copies of work order /certificate for successful operation and implementation of the work from them may be submitted along with the bid.</i>		
4	The firm should have at least 3 years of Proven experience of providing similar services in India. <i>Company should furnish copies of work orders in support of this.</i>		

**Note : Pl specify the page nos. containing the required documents in the technical bid**

1. Signature of tenderer
2. Name
3. Office Seal

## PRICE BID

We M/s \_\_\_\_\_ quote the following bid;

### A) One time (Internet and Intranet Websites)

Sl. no	Type of Work	Nature *	Description of the Work	Amount in Rs. (incl. of all taxes)
1	Site Enhancement (Internet)	MOD	To go through the entire content of the website and re-arrange the same to enhance its readability and make it more presentable. The final design will be arrived at through mutual discussion between the bidder and REC.	
2	Site Enhancement (Intranet)	MOD	To go through the entire content of the website and re-arrange the same to enhance its readability and make it more presentable. The final design will be arrived at through mutual discussion between the bidder and REC.	
3	Other Page Re-design	MOD	All the existing pages will be reviewed and redesigned to add better look and to take less opening time.	
4	EMI calculator	NEW	An EMI calculator will be designed to help borrowers to calculate their respective loan repayment amount	
5	Feedback form	NEW	This is a tool to receive queries/comments/suggestions. All these feedback will contain all necessary information to respond.	
6	Bookmark Page	NEW	This is a facility to add REC website into ones list of favourites.	
7	Citizens Charter	NEW	This is an additional feature to highlight the obligations and services of the REC.	
8	Bonds and IPO section	MOD	The Bonds and IPO section to be redesigned to introduce login-id/password concept to enquire about status of bonds / shares	
9	Publicity Section	NEW	A separate area to be reserved and designed attractively for displaying all achievements of the Corporation	
10	Content Management System	NEW	For development of bilingual website and controlling files and content in the website through authentication	
11	Tender Administration / E-tendering	NEW	Should be database driven in which authorized users would be able to view, fill and apply / submit the tender on-line through secured access.	
12	Search Engine	NEW	Develop a search for finding a particular topic / text from the content of the website.	
13	Promotion Plan	NEW	Initially the website needs to registered with top search engines	
14	Training Charges	New	As per clause 5.6	
15	Any other charges		Pl. indicate in lump sum	
	TOTAL ( A )			

\* Nature - MOD – Modification of Existing website. NEW – New addition to the existing website

**B) Annual Maintenance Charges to be paid annually**

SL. NO	Item	Description	Amount (in Rs.) inclusive of taxes and duties )
1	Promotion Plan (For internet web-site only)	REC is already registered with a number of search engines. The bidder to Register REC's name with at least 15 foreign and 10 Indian most popular global search engines (like google, yahoo, msn, altavista, 123india etc) to ensure that the REC's name appears in the top 20 of the list when a search is made on key-words based on power, generation, transmission, distribution, electrification, India etc. These will include both framed and non-framed sites. The REC to be registered with industry specific sites also.	
2	Analog Hit Report (For both website)	Monthly statistical reports showing the usage of the website.	
3	Maintenance of internet web-site	Ensure smooth functioning of the facility and to carry-out small changes if suggested and uploading the same.	
4	Maintenance of intranet web-site	Ensure smooth functioning of the facility and to carry-out small changes if suggested and uploading the same	
5	Maintenance of Domain name	<a href="http://www.recindia.com">www.recindia.com</a> and <a href="http://www.recindia.gov.in">www.recindia.gov.in</a>	
6	Digital Certificate	Digital Certificate to provide a secure upload of any file in the internet website for the purpose of maintenance. Digital Certificate can be used for other purpose also.	
9	Any other charges	Pl Specify in lump sum	
	<b>TOTAL (B)</b>		

**C) Rate contract**

SL.. No.	Item	Description	Unit Rate in Rs. (incl. of taxes)
1	Designing and development HTML/XML page ( static pages)	In terms of a page	
2	ASP/Java Program etc ( Dynamic pages)	In terms of Man-days effort	
3	Creation of Database using suitable Rdbms	In terms of Man-days effort	
	<b>TOTAL (C)</b>		

**D) Summary Price Bid**

SI. No.	Item	Amount/Total in Indian Rs. ( inclusive of all taxes and duties)
1	Total charges for one – time Design and Development of Website ( <b>Total of A</b> )	
2	Total charges for annual maintenance to be paid annually ( <b>Total of B</b> )	
3	Rate contract ( <b>Total of C</b> )	

1. Signature of tenderer
2. Name
3. Office Seal

**ADDITIONAL INFORMATION**

Detailed list of Tools to be used for the Project:

Sl No	Tools/Languages/ OS	Name
1	Configuration of hardware required for web server	
2	Operating Systems (pl specify the names of OS)	
3	Type of Software used	
	a)	
	b)	
	c)	
	d)	

(B) A brief Description about the methodology/technology to be used for the design and development of the website:

(C) A brief Description about the methodology/technology earlier used by firm to design and develop websites.

(D) Languages, Tools and Database to be used :

1. Signature of tenderer

- 2. Name
- 3. Office Seal

*Date :*

**List of Firms for Limited Tender \***

- | <b>S.No</b> | <b>Firm Name [M/S]</b>          |
|-------------|---------------------------------|
| 1.          | 3i Infotech                     |
| 2.          | Satyam Computers Services Ltd.  |
| 3.          | Chic Infotech Pvt. Ltd.         |
| 4.          | Netcomm Labs Pvt. Ltd.          |
| 5.          | Woodapple Interactive Pvt. Ltd. |
| 6.          | Akhiko Sherman                  |
| 7.          | Indigo Consulting               |
| 8.          | MPS Software                    |
| 9.          | Emovez Visual Communication     |
| 10.         | Phoenix I T Solution            |
| 11.         | All India Technologies Ltd.     |

\* Tender is open to only above firms. Bids received from any other firms will not be considered.

# **FORM # 1: FORM OF BANK GUARANTEES**

## **1. PERFORMANCE SECURITY (GUARANTEE) BY BANK**

TO  
DGM (IT)  
RURAL ELECTRIFICATION CORPORATION LIMITED,  
CORE 4, SCOPE COMPLEX, 7, LODHI ROAD  
NEW DELHI – 110003

In consideration of Rural Electrification Corporation Limited, Core 4, Scope Complex, 7, Lodhi Road New Delhi – 110003 acting through DGM (IT) (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 REDESIGNING AND MAINTENANCE OF CORPORATE WEBSITE AND INTRANET in REC in terms of inter alia REC ‘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 supplier’s liability under and in connection with the said contract upto a sum of Rs.----- amounting to 10% 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 REC in rupees forthwith on demand in writing and without protest or demur any or all moneys any wise payable by the Supplier to REC in respect of or in connection with the said contract inclusive of all REC’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 REC to the Bank with reference to this guarantee up to an aggregate limit of Rs.....
2. We \_\_\_\_\_ further agree that REC shall be the sole judge of and as to whether the said Supplier 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 REC on account thereof and the decision of REC that the Supplier 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 REC from time to time shall be final and binding on us.
3. REC 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 REC and such arrangements with the Supplier or release or forbearance whatsoever shall absolve the bank of the full liability to REC hereunder or prejudice the rights of REC 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 supplier but shall in all respect and for all purposes be binding and operative until payment of all moneys payable to REC 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 supplier (whether or not pending before any arbitrator, Tribunal or court) or purporting to stop or prevent any payment by the bank to REC in terms thereof.
6. The amount stated in any notice of demand addressed by REC to the bank as liable to be paid to REC by the supplier or as suffered or incurred by REC on account of any losses, damages, costs, charges and expenses shall be conclusive evidence of the amount so liable to be paid to REC or suffered or incurred by REC 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 REC and liabilities of the supplier arising up to and until midnight of.....
8. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever that REC 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 REC shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which REC may have or obtain and not forbearance on the part of REC 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 REC to proceed against the said supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding that any security which REC may have obtained or obtain from the supplier 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 REC in writing and agree that any change in the constitution or the said supplier 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 ..... 2006

Name of Bank :-----

Address :-----

Date : -----