

RURAL ELECTRIFICATION CORPORATION LIMITED

TENDER NO: REC/IT/ 93/2006-07 /1

Bid Document

Request for Proposal (RFP)
For

Empanelment of vendors for Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, Laptops, UPS and other related items for RECL Corporate Office, New Delhi & Zonal/ Project Offices located at various locations in India

- | | | | |
|-------|---|---|-----------------|
| (i) | Last Date of Collecting Tender Document | : | 06/06/07 |
| (ii) | Pre-Bid discussion
Time: 11.00 Hours (IST) | : | 18/05/07 |
| (iii) | Last Date for Submission of Bids
Time: 14.30 Hours (IST) | : | 07/06/07 |
| (iv) | Date of Opening of Part-I Bid
(Application Money, EMD, Eligibility Documents, Technical Bid)
Time: 15:00 Hours (IST) | : | 07/06/07 |

Cost of Bid Document: Rs 2500/-



**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. To aid the Bidders in submitting complete offers, a checklist is included in the bid document (Annexure - A). The bidders must fill this and submit along with their bids.
3. 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.
4. 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 2500/- 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.

TABLE OF CONTENTS

Sl. No.	Chapters	Details	Page Number
1	Chapter 1	Introduction	4
2	Chapter 2	Scope of work	12
3	Chapter 3	Instructions to Bidders	15
4	Chapter 4	General Terms and Conditions of the Contract	34
5	Annexure		
	A	Checklist for Bid Submission	48
	B	Technical Bid (Bid Form)	52
	C	Bidders General Particulars	54
	D	CLIENTELE / EXPERIENCE	55
	E	UNDERTAKING ON COMPLIANCE OF TECHNICAL SPECIFICATIONS AND TENDER SPECIFICATIONS and TERMS & CONDITIONS	56
	F	Technical Specifications	57
	G	Financial Bid (Bid Form)	62
	H	Price Schedule	64
	I	Performance Bank Guarantee	68
	J	Contract Agreement	72
	K	Performa of Certificate for Joint Inspection Report after Successful Commissioning/ Acceptance Testing of the Equipment	74
		Total Pages	75

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 90 days are invited for Empanelment of vendors for Supply, Installation, Commissioning and Three Years On-Site Comprehensive Warranty Maintenance of Desktop Computers, Printers, Laptops, UPS and other related items for RECL Corporate Office, New Delhi & Zonal/ Project Offices located at various locations in India.

1.2 REC Introduction

Rural Electrification Corporation Ltd. (RECL), was incorporated on July 25, 1969 under the Companies Act 1956. RECL is a wholly owned Government of India Public Sector Enterprise with a ‘AAA’ rating. RECL is in advanced stage of implementing ERP across the organization.

1.3 The major components of the work are:

Supply, Installation, Testing, Commissioning, and Three Years On-Site Comprehensive Warranty Maintenance of:

TABLE – I

Sl. No.	Items	Initial Approximate Quantities
1	Desktop Computer	150
2	Laptop/ Notebook Computer	11
3	Network Printer	15
4	Multi Functional Printer (MFP)	29
5	Laser Printer	7
6	Uninterrupted Power Supply (UPS)- Line Interactive	150
7	Microsoft Office	161 (13 with Media + 148 without Media)

1.3.1 Note:

- a. Customization to meet RECL requirements may be done to existing product(s), In case such product(s) meet the scope of work Chapter –

2 and the technical requirements/specifications as specified in Annexure - G.

- b. The bidder should bid for all of the items as listed above, also it is mandatory that all the optional items specified for an item (if any) must be quoted.
- c. In case all the items inclusive of warranty and maintenance are not quoted then the bid shall be summarily rejected.
- d. The Approximate Quantities as indicated above are estimates for the initial immediate order only however RECL reserves the right to utilize the empanelment for procurement of other requirements during the empanelment and/or extended period as the case may be.

1.4 The major responsibilities of the bidder shall include

- 1.4.1 Supply, Installation, Acceptance Testing, Commissioning, and Three years On-Site Comprehensive Warranty Maintenance of various equipments and components as per Table - I clause 1.3 above.
- 1.4.2 Supervision of commissioning and on-site Three year comprehensive warranty maintenance of supplied equipments by certified/ qualified and trained engineers/personnel only.
- 1.4.3 The bidder should agree to maintain the systems for a further period of 3 years after 3 years on-site comprehensive warranty maintenance at the discretion of RECL as per the rates quoted by the bidder in its bid or at a lesser rate.

Note:

- a. The major responsibilities as specified in clause 1.4 above are indicative only and are not exhaustive in any manner.

1.5 Eligibility Criteria/ Pre-qualification

- 1.5.1 The bidder should have been in IT related operations for a period of at least 5 years as on last date of bid submission, as evidenced by the latest "Certificate of Incorporation and Certificate of Commencement issued by the Registrar of Companies, India". Attach documentary proof.

- 1.5.2 The bidder shall be the single point of contact for RECL and shall be solely responsible for all warranties, upgrades and guarantees etc. offered by the OEM etc. Attach an undertaking to this effect.
- 1.5.3 The bidder should be the manufacturer (OEM) or channel partner/ authorized distributor/ dealer and also service provider or system integrator for each of the systems/ equipments as per Table - I clause 1.3 above. Attach the OEM authorization(s) and service provider proof(s) specifically addressed to the DGM (IT), RECL for each of the systems/ equipments and/or products as per Table - I clause 1.3 above issued by the OEM for this tender clearly mentioning the tender number, date and validity. In case of a distributor/ dealer for item at serial no. 1 of the clause 1.3 viz. Desktop Computers One/ Single OEM can authorize only one/ single distributor/ dealer and service provide or one/ single system integrator. In the case of multiple distributor/ dealer and service provider or system integrator or any combination thereof being authorized by the OEM for item at serial no. 1 in the Table – I of the clause 1.3 viz. Desktop Computers the bids of all such bidders shall be summarily rejected and the OEM is liable to be barred from participating in RECL tenders/ enquiries and/or supplying any equipment and/or service of any nature and/or kind to RECL for a period as decided by RECL.
- 1.5.4 Bidders must have at least 3 years of experience in supply, installation, commissioning and maintenance of respective systems/ equipments as per Table - I clause 1.3 above, out of which at least 2 years must be in similar kind of activities for a single organization(s) spread across India. The bidder should give details of at least 2 projects successfully executed by them involving supply, installation, commissioning and warranty maintenance of Desktops, Laptops/ Notebooks, Printers and UPS systems for a single organization spread across multiple states in India for at least Rs 50 Lac (Rupees Fifty Lac only) each in the last 2 years. Attach documentary proof.

- 1.5.5 The bidder's annual sales turnover from sale of computer systems and/or total systems solutions should be at least Rs 10 Crores (Rupees Ten Crore Only) each year for the last three years. However in the event of the bidder being the authorized distributor/ dealer and service provider or system integrator for item at serial number 1 and 6 of the Table - I clause 1.3 above in addition the turnover of the OEM for these respective items should be at least 100 crores and 10 crores each for the last three years. Attach documentary evidence (audited balance sheet) for confirmation regarding turnover. In case of the bidder not being OEM separate documentary evidence for the bidder and OEM shall be enclosed failing which the bid shall be summarily rejected. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.
- 1.5.6 The bidder/ OEM (for items at serial number 1, 2 and 6 of the Table - I clause 1.3 above) should have a valid (The certification should be valid for a period of at least 90 days from the date of bid opening) ISO 9001:2000 or equivalent ISO certification. Attach documentary proof.
- 1.5.7 The bidder must have country wide infrastructure support in the form of direct service centres and/or franchisees at all the locations where the various RECL Zonal Officers/ Project Offices and Training Centre are presently located (at the last date of bid submission) (Please refer <http://www.reclindia.gov.in> for RECL Zonal Officers/ Project Offices locations details) for the past one year to be taken from the last date of bid submission. Attach documentary proof. The bidders must also enclose the details of their infrastructure with reference to locations and technical manpower, availability of inventory spares etc.
- 1.5.8 For requirements as specified in Table - I clause 1.3 above the bidder should have an operational branch office and/or head office along with required off-site maintenance facilities with at least 10 service and support engineers in the National Capital Region (NCR) of India.

- 1.5.9 In case of a downloaded bid document the cost of bid document viz. Rs 2500/- 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.
- 1.5.10 Bid should accompany an earnest money deposit of Rs 2,00,000/- (Rupees Two Lac) 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, Cash or Bank Guarantee 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.
- 1.5.11 Bidder should submit valid documentary proof of CST, Sales Tax/VAT, Service Tax registration number and the details of income tax registration number (PAN).
- 1.5.12 In the case of the bidder being not the OEM for the all or any of respective item as per Table - I clause 1.3 above then the bidder shall furnish and attach the OEM authorization(s) and service provider proof(s) addressed to RECL for each of the systems/ equipments and/or products as per Table - I clause 1.3 above issued by the OEM for this tender clearly mentioning the tender number, date and validity failing which the bid shall be summarily rejected.
- 1.5.13 The bidder must bid for all the items listed as per Table - I clause 1.3 above. Attach an undertaking to this effect.
- 1.5.14 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 1.5.2 and 1.5.13 above, failing which the bid shall be summarily rejected.

1.5.15 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.

1.5.16 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.

1.5.17 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.

1.6 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.

- 1.7 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 1430 hours (IST) on 07th June 2007. 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.

- 1.8 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 1500 hours (IST) in the presence of bidders who choose to be present and whose EMD, bid document amount (if applicable), and Eligibility Criteria Documents are in order.

1.9 Schedule and Critical dates

The RECL reserves the right to amend the proposed schedule shown below. The tentative schedule and critical dates are as follows:

Last Date for Collecting tender	:	6 th June 2007
BID Submission	:	7 th June 2007
Part-I Opening	:	7 th June 2007

- 1.10 RECL will make its purchasing decision based on the technical expertise; supply, delivery, commissioning and on-site warranty maintenance capabilities; past customer references especially multi state government organizations in India and price etc. of the bidder. However, specific criterion used to evaluate bid response is listed in the Chapter – 3: Instruction to bidders.

- 1.11 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.
- 1.12 A pre-bid conference will be held in the Corporate office, RECL, Core -4, Scope Complex, Lodi Road, New Delhi – 110 003 at 1100 hours on the 18th May 2007. In the pre-bid only the written queries/ clarifications as received by the RECL at the address given in clause 1.13 up to the 14th May 2007 (till 1800 hours) shall only be clarified and/or answered. After the pre-bid conference and before the submission of the bids all the received and answered/ clarified queried as per the time period stipulated in this clause shall be available on the web site of the RECL viz. <http://www.recindia.gov.in> or <http://www.recindia.com>. No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the web site shall be deemed to have been communicated to the bidder
- 1.13 In pursuance to clause 1.12 above and in order to aid the bidders the address for further queries/ clarifications is again detailed below:
Address: RECL, Core -4, Scope Complex, Lodi road, New Delhi – 110 003
The bidders can also e-Mail their respective queries at: prasanta.m@recl.nic.in
For any queries/ difficulties the bidders may contact:
DGM (IT)/ Chief Manager (IT)/ Manager (IT), RECL at: 011-24365393/ 24365161
(Ext 544)

Note:

The clause 1.12 & 1.13 above for seeking clarifications/ queries are only applicable till the 14th May 2007 (till 1800 hours), any subsequent clarifications/ queries etc. shall not be entertained by the RECL, at the discretion of the RECL.

**CHAPTER 2
SCOPE OF WORK**

2.1 Scope of the Work

The scope of work for the supply of hardware/ equipment, testing, installation, commissioning and 3 year on-site comprehensive warranty maintenance support is broadly as follows (**detailed technical specifications are provided in Annexure-F**):

TABLE – II

Serial Number	Scope of Work – Description
1.0	Supply, Testing, Installation, Commission and 3 year on-site comprehensive warranty maintenance of Desktop PCs, Laptops/ Notebooks, Network Printers, Multi Functional Printers, UPS and other related items as per the detailed Technical Specification given in Annexure-F.
2.0	The supply and support for all the equipments should be on site comprehensive warranty / guarantee for a period of three years inclusive of labor, spare parts and Operating System.
3.0	The selected Bidder is expected to provide necessary on-site services in respect of installation and supply of equipments including Desktop Computers, Laptops/ Notebooks, Network Printers, MFP & UPS at RECL offices located in New Delhi and across India.
4.0	Apart from installation, supply, installation and configuration, the selected Bidder will have to undertake the following jobs as and when required by RECL including the on-site warranty maintenance period: <ul style="list-style-type: none"> • Transfer of user data/ files from the existing PC to the new PC. • Configuration for Network access, e-Mail account, Internet access etc. as per REC requirements. • Installation & configuration of Anti Virus Software. • Installation and end user training (beginners working level) of the supplied Microsoft Office Software by the deputed installation / support engineers. • Support for the Supplied Operating System and related software including patch updation etc. • In case of shifting of equipment/ products across RECL offices the bidder will have undertake reconfiguration, reinstallation etc. of the same. However it must be noted that RECL will take care of other logistics of such shifting.
5.0	At least two skilled Resident Engineer / Operating staff with proper authority letter / identification will have to be present from 9:30 a.m. to 6 p.m. on Monday to Friday excluding Saturdays, Sundays and REC Holidays, during the warranty period from the date of the last PC installed at RECL Corporate Office presently located at New Delhi. However If required, the

Serial Number	Scope of Work – Description
	<p>resident engineer / staff may be required to work beyond these working hours and on Saturdays, Sundays and Holidays also. No additional payment will be payable by REC for such services. The engineers so deputed would be responsible for</p> <ul style="list-style-type: none"> • Support on desktop Operating System and Office Automation software including anti-virus, Internet, e-mail clients etc. • Resolving printing problems of the users. <p>The Bidder has to make immediate alternate arrangements for leave / resignation / reassignment of the staff</p>
6.0	On-Site Bi-annually Preventive maintenance of supplied equipment and software including the operating system etc. during the on-site warranty maintenance period.
7.0	The bidder has to quote for buy back of the old working computers (P-II & P-III) on as is basis and shall be responsible for all logistics related to buy-back in case of its bid being successful. One sample computer will be available at the time of pre-bid conference for analyzing.

Note:

- a. The bidder should undertake to provide support for the supplied systems/sub-systems for a period of **6 years** (including the warranty period of 3 years). After the warranty maintenance, if RECL decides to go in for maintenance with the vendor then the vendor should ensure supply of the spares to RECL. In case of the item/spare part being not available due to any reason the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL.
- b. Any media for the Software, etc and any other technical assistance at the discretion of RECL may be provided by RECL to the Installation Engineers of the successful empanelled Bidder.
- c. The bidder must note that serial number 5.0 of Table-II above is optional/ additional component for which order has to be placed by RECL at its discretion. However the cost of the same is **inherent in evaluation of the Lowest Quote (LQ1) bidder.**

2.2 Indicative Schedules

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

TABLE – III: Major Activities

Sr. No	Milestone	Deliverables (Incremental Weeks)
1	Placement of Purchase Order	T1
2	Offering of Equipments/Products For Testing/Benchmarking	T1 + 2
3	Completion of Testing/ Benchmarking	T1 + 3
4	Delivery of Equipments/Products	T1 + 4
5	Installation, Commissioning of Equipments/Products	T2 = (T1+ 6)
6	Warranty Maintenance of systems	T2 + 156

2.3 The detailed technical specifications of the equipments/ systems are specified in Annexure-F.

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 Bidding Documents

3.2.1 The equipments, product and services required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for bids the documents include:

- a. Scope of Work – Chapter 2
- b. Instructions to bidders – Chapter 3
- c. General Terms and Conditions of Contract – Chapter 4
- d. Detailed Technical Specifications – Annexure-F
- e. Financial Bid form and price schedule – Annexure G & H
- f. Performance Bank Guarantee etc.- Annexure I, J & K

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

3.3 Preparation of Bids

3.3.1 The bids are to be submitted in two separate sealed envelopes

- a. Part-I: Envelop One Should Contain three separately sealed envelopes :

- i. EMD (along with bid document cost, if applicable) sealed separately and super scribed/ marked with words “EMD” on the envelope.
 - ii. Eligibility/ Pre-Qualification Criteria Document sealed separately and super scribed/ marked with words “Eligibility/ Pre-qualification Criteria” on the envelope.
 - iii. Technical Bid sealed separately and super scribed/ marked with words “Technical Bid” on the envelope.
 - b. Part -II: Envelop Two Should Contain :
 - i. Financial Bid sealed separately and super scribed/ marked with words “Financial Bid” on the envelope.
- 3.3.2 The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes.
- 3.3.3 All pages of the bid being submitted must be signed and sequentially numbered by the authorized signatory of the bidder (indicating the acceptance of all terms and conditions), irrespective of the nature of the content of the page in the format : “Current page no./total no. of pages”. Unsigned and Unstamped bids shall be summarily rejected.
- 3.3.4 The bid should be properly indexed and with proper binding as one volume, it should not comprise of loose papers, in case of a failure the bid is liable to be rejected.
- 3.3.5 Earnest Money Deposit (EMD)**
- a. Bid should accompany an earnest money deposit of Rs 2,00,000/- (Rupees Two Lac) in the form of a 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 or Bank Guarantee 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.
- e. Adjustment of EMD amount with pending claims/bills, if any, of the bidder will not be allowed.

3.3.6 Eligibility/ Pre-Qualification Criteria Documents

The eligibility criteria documents as per clause 1.5 chapter 1 must be submitted along with the Bid. Bid without these documents will be out rightly rejected.

3.3.7 Technical Bid:

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

- a. List of clients for which the bidder is having similar type of contracts and certificate regarding satisfactory performance of the contract (Please attach documentary proof).
- b. Number of equipment/ systems maintenance and support centers in India along with details of contact person like name, designation, address, telephone, e-mail etc. (Please attach documentary proof)
- c. Bidder to give address of their website, if available.
- d. Total IT manpower and manpower on contract available with the bidder.
- e. Project Management Philosophy with details on progress reporting mechanism (like testing progress, installation, commissioning etc), problem frequency, problem response time, escalation, knowledge repository etc.

- f. Major milestones as identified by the bidder (testing, installation, commissioning etc).
- g. Product evaluation kit, technical information, white papers etc.
- h. List of important installation sites.
- i. For all the parts/controller cards/devices, the make and model should be mentioned in the technical bid with complete details.
- j. Technical Bid Form – Annexure B
- k. Other Bid forms
 - i. The Bidder's particulars like registered office, management, financial position, employee strength etc. should be furnished in Annexure - C in Technical Bid.
 - ii. The Bidder shall enumerate the operational experience in similar order to large clients in Annexure - D. The relevant supporting documents for such expertise/experience should be attached.
 - iii. The Bidder should submit the undertaking Annexure - E
- l. Submit the equipment and/or product compatibility sheet as per the specifications in pursuance to Annexure F.

Note:

- a. The bidder should submit self/company attested photocopies of the documents wherever required.
- b. Make and model of all systems, sub-systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups.

3.3.8 Financial Bid:

- a. The financial bid shall comprise of:
 - I. The Financial Bid Form: Annexure - G
 - II. The Price Schedule: Annexure - H

- b. The financial bid shall indicate the Unit prices / slab prices (wherever applicable) for the equipment/ systems/ product and/or services, it proposes to provide under the contract.
- c. Quoted prices should be firm and inclusive of cost of Interface cables, Power cables, related accessories, Documentation of sub assemblies of system and Operating Manuals of the systems, freight, Packing, forwarding, handling, loading, unloading , insurance, any other charges applicable and Installation, commissioning, on-site comprehensive warranty maintenance (3 years), commissioning, training etc. charges for all equipments/systems/products and services 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 Tax component should be separately indicated in the price schedule in the quote – Annexure H. Octroi, road permit tax etc. will be paid on actuals on submission of relevant supporting documents only.
- e. The Bidder has to quote rate for each item in the Price Schedule (Annexure H). The Bidder has also to give total cost wherever applicable. Offers not indicating item-wise rates, wherever applicable, are liable for disqualification.
- f. The bidder must note that RECL will **not** provide Form-'D'/Form-'C' etc.
- g. Prices quoted by the bidder shall be fixed during the bidders performance of the contract and not subject to variation on any account. A bid submitted with any conditional price will be treated as non-responsive and shall be summarily rejected.
- h. 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.
- i. 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.
- j. During the validity of this bid or during the extended period, if any, if the bidder sells any system or sub-system of the same configuration 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 the Purchaser, in case of a failure to pass on the reduced prices to RECL within a maximum period of 30 days of such reduction as offered by the bidder to any other Department/ Organization the empanelment shall be cancelled. Further, the bidder shall be blacklisted by RECL for indefinite or specific period of time at RECL'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 RECL.

- k. Rates should be valid for a period of 90 days from the date of opening of technical Bids.
- l. The selected vendor(s) shall be empanelled with RECL for a period of 12 (twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier, which can be extended for a further period of maximum six months. Rates quoted shall be valid for the period of empanelment and the extended period, if any.
- m. The prices shall be for delivery at desired destination/ locations across India including satisfactory installation and commissioning of the equipments.
- n. The three year on-site comprehensive warranty maintenance period shall be taken into account, for the systems/ equipments from the date of successful installation/commissioning and acceptance by RECL after the successful supply of products at RECL desired destinations by the bidder.
- o. During the warranty period, besides service/ maintenance of hardware and its peripherals and System Software, all supplied software updation including operating system, removing virus, bugs/patches and services shall also be provided at no extra cost.
- p. All costs and charges, related to the bid, shall be expressed in Indian Rupees only .

3.4 Submission of Bids

3.4.1 Sealing and Marking of Bids

- a. The bids shall be submitted in two separate sealed covers as described in clause 3.3 above.
- b. 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.
- c. 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.
- d. Telex, cable, e-mail, facsimile or unsealed bids etc. shall be rejected outright.

3.4.2 Deadline for Submission of Bids

- a. Bids must be received by RECL 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 RECL, the bids will be received upto the appointed time on the next working day.
- b. The RECL 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 RECL 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.

3.4.3 Late and Delayed Bids

Any bid received by RECL after the deadline for submission of bids prescribed by the RECL will be rejected and/or returned unopened to the bidder.

3.5 Bid Opening and Evaluation

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

3.5.1 Opening of EMD

RECL will open the EMD envelope first. In case the EMD (and bid document cost, if applicable) is not found in order the bid shall be summarily rejected. Eligibility/ Pre-Qualification Criteria Document envelope of only those bidders will be opened and/or evaluated whose EMD is found in order.

3.5.2 Opening of Eligibility/ Pre-Qualification Criteria Document

RECL will open the Eligibility Criteria document subject to clause 3.5.1. 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 opened and/or evaluated whose EMD (and bid document cost, if applicable) and Eligibility Criteria Documents are found in order.

3.5.3 Opening of Technical Bids by RECL

RECL will open and/or evaluate the technical bid only if the EMD (and bid document cost, if applicable) and Eligibility Criteria Requirement are submitted as per requirement in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in **Chapter - I**.

3.5.4 Clarification of Bids

- a. During evaluation of the bids, the RECL may at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in

writing and no change in price or substance of the bid shall be sought, offered or permitted.

- b. No Bidder shall contact the RECL 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 RECL, it should be done in writing.
- c. Any effort by a Bidder to influence the RECL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECL will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of RECL.
- d. RECL reserves the right to revise or alter the scope and/or specifications of the tender before acceptance of any bid but prior to opening of the financial bids. However, in such an eventuality, all the eligible/ per-qualified bidder(s) may be given an opportunity to consider such changes and revise their financial bid accordingly at their discretion, if found necessary. In case the specifications offered deviate from the specifications as described in this tender, the Bidder should describe unambiguously in what respect and to what extent the item offered by him differ from our specifications, even if the deviation is not very material.
- e. RECL 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 RECL 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 RECL 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 financial evaluation.

3.5.5 Evaluation of Technical Bid

- a. Detailed technical evaluation will be carried out pursuant to **clause 3.3.7**, and RECL 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 RECL based on evaluation of their technical bids and/or compliance to the technical specifications may be called for detailed discussions and/or presentation/ demonstration, the equipments/systems/ products will be subjected to industry standard tests and other currently available procedures/benchmarking and tests as defined in the tender document along with the technical specification of each item separately as specified in Annexure-F by the duly constituted benchmarking/ testing committee at a specified date, time and venue, which may be at vendor's facilities as determined by RECL. The vendor may be asked to bring the equipment/ system along with their own test and measuring equipments and other related software at the specified venue, date and time. The date, time & venue will be informed to the bidder at least 7 days in advance. No request for any change in date, time and/or venue shall be entertained under any circumstances. In case of a failure to offer the equipments/systems for benchmarking within the time frame given by RECL for evaluation, the bid shall be rejected.
- d. Any specific/branded product, as decided by TEC, may be technically evaluated through demonstration/ presentation at RECL/Vendor's premises located anywhere in India on a short notice. If the bidder fails to bring the sample/quoted products for Technical evaluation with in the stipulated time, their bid shall be rejected. RECL at its discretion may decide not to have demonstration/ testing of any or all of the products being evaluated by RECL during the current evaluation.
- e. In their own interest the bidders are advised to ensure that the systems brought for evaluation conforms to all technical parameters and is a tested system.

- f. Essentially, for desktop computers physical verification and 72-hour Burn test (utilizing Industry standard benchmark test tools / procedures for burn test as decided by the TEC) shall be carried out. In case of system /subsystem(s) fails during the 72-hour burn test or number of defects are more than 10 numbers, the test would considered to be failed.
- g. RECL and/or its ZO/PO/ CIRE reserve the right to order any subset /superset of the tendered items.
- h. The technical evaluation committee may at its own discretion decide to carry out surprise inspection of bidder's manufacturing facilities and/or maintenance and support centre(s) to evaluate and ascertain the details as furnished by the bidder in its 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.
- i. For technical evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation, equipments, software required, from their organization for interacting with TEC & 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.

3.5.6 Opening of Financial Bids

- a. RECL will open the Financial bids of only those bidders, which have been found to be technically qualified to undertake the job, pursuant to Clause **3.5.5**.
- 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 to the technically qualified bidder.

3.5.7 Evaluation and Comparison of Bids

- a. The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.

- b. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price, but for the purpose of calculation of lowest bidder in case the bidder becomes lowest bidder, the lowest of the two shall be taken as the final price for the items at the time of issuing of Purchase Order.
- c. Bidders shall state their bid price for the payment schedule outlined in the tender Chapter – 4: clause 4.2 **and as per the format given in Annexure H –“Price Schedule” only**. Bids will be evaluated on the basis of **lowest quote (LQ1) for (Table – I) item code 10 i.e. Grand Total as per the specified formulae which is primarily based on total of all rows (Sl. No. 1 to 9 of Table I)**
- d. Regarding the buyback of old machines, REC reserves the right to offer these machines to LQ1 vendor for buyback at its discretion.
- e. The bidder offering the second lowest quote (LQ-2) will then be asked to match the price of LQ-1, and placed on Panel. If LQ-2 does not agree, LQ-3 will be asked to match LQ-1, and so on. Thus by way of successive opportunities a panel of only two vendors shall be formed. If none of them agree to match the LQ-1 rates then LQ-1 shall be the sole vendor on the panel. The decision of RECL arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.

3.6 Empanelment

- a. Keeping in view the RECL-project commitment, RECL and/or its ZO/PO/CIRE reserves the right to evolve a super-set and/or sub-set of technically qualified accepted systems and subsystems, items of their brands and models for the entire range of systems covered by Annexure-F of this tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the project requirements from time to time. All empanelled vendors shall have to confirm the acceptance for agreeing to the aforementioned

condition as a precondition to qualify for empanelment. Any vendor not agreeing to this condition shall not be eligible for further evaluation of their bids.

- b. Orders will be placed on the finally selected vendor(s). The panel will be valid for an initial period of 12 (Twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier. It may be extended for a further period of maximum 06 (Six) months depending upon the need of RECL and its project requirements.
- c. The initial order as indicated by the approximate quantities in this RFP shall be awarded to the LQ1 bidder. However, for subsequent orders RECL will make an endeavor to evenly distribute the orders amongst the two empanelled vendors in equal proportions in terms of purchase order value, subject to their past performance for the RECL purchase order(s) against this empanelment, during the period of empanelment. However it must be noted by the bidders that the RECL reserves the right to place order on any of the empanelled vendor, which may depend on then prevailing circumstances and requirements, at its discretion and without assigning any reason for the same thereof.
- d. RECL reserves the right to procure any other additional parts/ optional items/ accessories etc. like for upgrade/ update the specifications of supplied systems/ equipments or otherwise including any peripherals etc. from the empanelled vendors on limited/ single quotation basis and/or through other sources at the discretion of RECL. However, If the supplier of the original system/ equipment is not supplying these additional parts/ optional items/ accessories/ peripherals etc. the supplier of the original system/ equipment shall undertake the installation and commissioning of these parts/ optional items/ accessories/ peripherals etc. under and during the period of the on-site comprehensive warranty maintenance of the original system/ equipment at no additional cost along with the supplier of the additional parts/ optional items/ accessories/ peripherals provided that he/she shall not be liable for any defects/ non-functioning/ warranty of these additional items.

- e. The vendor should not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc.
- f. During the validity of Panel, in case RECL notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for the reasons of technological changes, RECL will ask the technically short-listed vendors to re-quote the prices and the vendor(s) will be selected on the basis of the procedure given above. The time difference between such re-quotes will be minimum 3 months except in case of the Union Budget. For any bulk requirements, RECL reserves the right to call for the revised bids from the technically qualified vendors at any time during the empanelment. This activity may result in change of empanelled vendors. Revised bids should not be more than existing rates except in the case of technological advancements.
- g. During the validity of the panel including the extended period, if any, if the vendor quotes, sells or exhibits written intention to sell any System and/or sub-system of the same or equivalent configuration to any other department/Organization at a price lower than the price fixed for RECL, the vendor shall voluntarily pass on the price difference to RECL. The effective date will be the date of quoting the lower rates in the bid/quote. Similarly, in the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to RECL, and in the event of increasing of government levies subsequent to the finalization of the panel; RECL shall automatically pass on the pro-rata benefits to the vendor, if the same have been explicitly given in the financial annexes.
- 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.

3.7 **Language of Bids**

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.

3.8 **Disqualification of bids**

The bid is liable to be disqualified if

- a. Not submitted in accordance with the prescribed forms.
- b. During the validity period, or its extended period, if any, the Bidder increases his quoted prices.
- c. The Bidder qualifies the bid with his own conditions, which are in conflict with the conditions mentioned herein.
- d. Bid received after due date and time.
- e. Bid not accompanied by all requisite forms and supporting documents.
- f. Information submitted in Technical bid is found to be misrepresented, incorrect or false accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- g. Price offer is enclosed in the Technical bid envelope.
- h. Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- i. Bidders may specifically note that while processing the tender documents, if it comes to our knowledge explicitly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up in the processing of tender, then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of two years.
- j. In case any party submits multiple bids or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified.
- k. In case all the items inclusive of warranty and maintenance are not quoted then the bid shall be summarily rejected.
- l. Any other conditions as mentioned elsewhere in the RFP document.

3.9 **Period of Bid validity**

The Bids shall be valid for a period of 90 days (from the last date for submission of the bid) and for a further period of 30 days as an exigency for

any unforeseen delay in evaluation and award of the contract to the successful Bidder. On completion of the validity period (90 days + 30 days), unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally withdraws (in writing) his bid.

3.10 **Format and signing of Bid**

- a. The bids shall be typed or printed in clear typeface. An accompanying letter is required, signed by an authorized signatory of the Bidder, committing the Bidder to the contents of the response in Annexure B for Technical Bid and Annexure G for Commercial Bid.
- b. Each tender shall be made in the legal name of the Bidder and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder.
- c. The Bidder must stamp and initial all pages and sign all forms at the end. The Bidder's signature on the bid shall be deemed to imply unqualified acceptance of the General Terms and Conditions.
- d. The prescribed forms of the tender for each item together with the supporting documents should be serially numbered and should bind as one volume of all the related forms and attachments of each bid so as to ensure that no page/s are missing or mixed up.
- e. The Bidder should offer all items covered under this tender.
- f. 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.
- g. Incomplete tenders, amendments and alterations to the tender received after opening and/or tenders submitted late are liable to be rejected.
- h. 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.

- i. Individual/s signing the tender or other documents must specify the capacity in which he/they are affixing the signature.

3.11 **Correction of Errors**

Bidders are advised to exercise extreme care in entering the rates in their commercial bids. No excuse that mistakes have been made or requests for rates to be corrected will be entertained, after the quotations are opened. Corrections, if any, have to be initialed by the person signing the tender forms, before submission, failing which the rates for such items may not be considered. Arithmetic errors in bids will be corrected as follows: a) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate will govern b) Where there is a discrepancy between the amount mentioned in the line item total and the total bid amount resulting from the addition of the line item totals, the rate indicated in the line item will govern. c) The Bidders are advised to indicate the present rates for all taxes / duties / levies , road tax etc. for evaluation purposes. Octroi, road permit tax , etc will be paid on actuals on submission of relevant supporting documents. In case any of the Taxes / levies are NOT applicable, a NIL remarks should be indicated , failing which REC will load the prevailing rates of Taxes / Levies for evaluation purposes

3.12 **Notification of award**

The acceptance of a tender, subject to signing of the contract, will be communicated in writing at the address for correspondence supplied by the successful Bidder in tender response at Annexure C. Any change of address of the Bidder, therefore, should be promptly notified in writing to the DGM(IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7 -Lodi Road, New Delhi 110003.

3.13 **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 thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee as

- per the format indicated at Annexure – I , for **an amount of Rs. 2 lac for the due performance** and fulfillment of the contract by the selected Bidder valid for 14 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. The Performance Bank Guarantee shall be valid till the end of the warranty period plus three months.
 - 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. 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.

3.14 **Signing of Contract**

The selected Bidder shall be required to enter into a formal contract with THE RURAL ELECTRIFICATION CORPORATION LTD. within thirty (30) days of the award of the tender or within such extended period, as may be specified by

the DGM (IT) RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX, 7 -Lodi Road, New Delhi 110003 on the basis of the Tender document, the letter of intent and such other terms and conditions as may be determined by the REC to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and acceptance thereof, which terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.



CHAPTER 4

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 Scope of Work

The scope of work of this contract will include supply of equipments and all the services detailed in Chapter 2 and Annexure F of this Tender..

4.2 Terms Of Payment

- a. No advance payment shall be made.
- b. Payments shall be subject to deductions of any amount for which the Vendor is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.
- c. All Payments shall be made in Indian Rupees only.
- d. 80 % payment on successful delivery and installation and commissioning at the destination/ location as mentioned in the Purchase Order.
- e. Balance 20 % payment after one month of successful performance at places of installation. During this one month period, it is essential to have no complaint from the end user regarding performance / shortcoming of the installed systems and submission of 10% of the purchase order value as bank guarantee valid for a period of three months after warranty.
- f. All relevant proof of delivery duly signed by the concerned officer at REC various offices, Bank Guarantee, Performance Guarantee etc. to be submitted by the Vendor for processing payment.

4.3 PENALTY FOR DELAYS

- a. Time is essence of the contract. The successful bidder must supply, install, test and commission all the equipment specified in Schedule I within 6 weeks of entrustment of the order. Failure to supply or commission all or some of the equipment(s) on or before the stipulated date will entail a penalty equal to 0.5% of the value of contracted Package price per week

subject to maximum of 10% of total contract value. Payment of liquidated damages does not affect the successful bidder's liabilities.

- b. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, REC will have the right to cancel the order & forfeit the EMD/ revoke the performance / any other bank guarantee etc.
- c. In addition the bidder shall also be liable to pay RECL a cancellation charge of 2% of the value of unsupplied items. In case of non-payment of cancellation charges RECL reserves the right to realize the same from the security deposits of the bidder, if any, already available with them. In such a situation, RECL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor.

4.4 **Termination of Contract**

- a. REC may at any time terminate the contract, if the bidder is unable to provide the services as per the contract. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk. The selected Bidder will give at least three months notice prior to discontinuing the service
- b. RECL 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. RECL 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 RECL'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. RECL reserves the right to elect :

- i to have any portion completed at the purchase order and/or the Contract terms and prices; and/or
 - ii to cancel the remainder and pay to the selected Vendor an agreed amount for partially completed Services.
- d. In the event the Vendor's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with RECL , should be passed on the compliance by the new company new Division in the negotiation for their transfer.
- e. RECL at its discretion may terminate the empanelment for any inordinate delay in supply, commissioning and/or maintenance of the equipments/products.

4.5 **Governing Law and Disputes**

- a. The bids and any contract resulting there-from shall be governed by and construed according to the Indian Laws.
- b. All disputes or differences whatsoever arising between the parties (ie. the REC and the Bidder) out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof, shall be settled amicably. If, however, the parties as above are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/s shall give a seasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at New Delhi. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties.
- c. The successful Bidder shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the REC.
- d. The venue of the arbitration shall be New Delhi and shall be governed by the rules as specified by Indian Council of Arbitration.

4.6 Acceptance Certificate

On successful completion of acceptability test, receipt of deliverables, installation, commissioning etc., and after RECL is satisfied with the working and performance of the equipment(s)/product(s) , the acceptance certificate (Annexure K) signed by the representative of the RECL and representative of the Vendor will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment(s)/product(s).

4.7 Inspection and Tests

- a. The systems must be supplied in full as per ordered configuration for acceptance. No system with short supply or with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.
- b. Should any inspected or tested system solution fail to conform to the specification, the RECL may reject them and the Vendor shall make all alterations necessary to meet specification requirements free of cost to RECL with in the time schedule as specified by RECL.
- c. During empanelment period, on subassembly level if any item's specifications / model changes and becomes non available due to obsolescence of technology, vendor within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The items so offered will be evaluated by RECL for its acceptance and empanelment.
- d. The schedule having details for conduct of acceptance testing of items shall be provided by vendors within 20 days from date of purchase order to the contact as mentioned in the purchase order, so that all the related documentation work by RECL could be completed and tested items are handed over back to vendors for ensuring the timely delivery and installation within stipulated time frame as per purchase order.

- e. RECL shall decide the location of testing at its discretion. Normally, testing and acceptance of the systems will be done at the factory/ premises of the vendor where it will be tested as per ordered specifications, however RECL may decide to conduct the acceptance testing at its premises, in such a case the RECL shall only provide space and power connection and any other items required for conducting the test shall be arranged by the vendor at his/her cost and risk. RECL reserves the right to reject any item, if found unsuitable and/or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items. The items which are accepted after testing, should be sealed inside carton under the joint signatures of the representative(s) of RECL and vendor's representative and then sent along with the packing list giving serial numbers and part numbers of all possible items and copy of acceptance test report to the specific location of delivery as per the purchase order.
- f. The vendor should deliver, install and commission all the items at specified site without any additional charge. In the rare event of non-acceptance of delivery items by the user, the vendor has to immediately and formally inform the DGM (IT) at RECL, Corporate Office to avoid delay in delivery schedule and levy of late delivery penalty.

4.8 Acceptance Test

The acceptance tests will include running of the evaluation test as conducted during technical evaluation of the items quoted by the vendor. The systems must give same performance results as shown during initial Technical Evaluation tests. The delivered systems, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests. Failure to fulfill any of the aforementioned conditions, will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. Further RECL can procure same items from alternate sources at the risk and cost of the defaulting vendor.

4.9 Installation and Commissioning

- a. All aspects of safe delivery shall be the exclusive responsibility of the vendor.
At the destination Site, the cartons will be opened only in the presence of RECL representatives and Vendor's representative and the intact position of the Seal for not being tampered with together with actual receipt of the content of the carton in good condition, shall form basis for certifying the receipt in good condition.
- b. A sticker mentioning the service support call centre number of the vendor should be pasted on each system.
- c. For Site Not Ready (SNR) cases, vendor requires to submit certificate signed by End User to RECL. However, regarding readiness of site, the decision of the DGM(IT) will be final. No penalty will be imposed for SNR cases, however, vendor has to install the items within 2 (Two) weeks of receipt of Site Ready notice from DGM(IT)/End User else it will attract penalty as per penalty clauses of the RFP, recoverable also from the BG.
- d. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the vendor at its own costs and risks within 15 days from the date on which the vendor has been informed of such damage. Installation Certificate copies duly signed by the authorized user should reach DGM(IT) RECL.
- e. The systems to be supplied should work under the specified operating systems. It shall be exclusive responsibility of the vendors supplying the Systems to provide appropriate device drivers and solutions with proper media and documentation for these system software platforms for each of the system separately.
- f. The vendor should provide System manual and User manual along with each System, irrespective of the fact that more than one system may be meant for any location.

4.10 Warranty Maintenance

- a. All Systems (Hardware, System Software & Optional Items) should be under Three Years on-site comprehensive warranty maintenance support from the date

of acceptance at the site, including free spare parts, kits etc. RECL at its discretion may extend this warranty for further one year and maximum for three years as per the rate quoted.

- b. The vendor should fulfill the following conditions during the warranty period:-
 - I. Any failure in the system or a subsystem thereof should be rectified within maximum period of 4 (Four) hours of lodging complaint.
 - II. If any system is down beyond 24 hours, penalty will be charged per day per system at the rate of 0.25% (point 25 percent) of the ordered value of the system.
 - III. Cumulative Penalty amount on the half-yearly basis must be deposited by the vendor to RECL in the form of Bank Draft/Pay Order within 30 (thirty) days of receiving such intimation for recovery from RECL.
 - IV. Any system failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem will be totally replaced by the vendor at its cost and risk within 30 (thirty) days from the date of last failure with equivalent new system.
 - V. In case of a system (Hard disk) failure, vendor will ensure backing up of data from the hard disk and its restoration, while making the system operational, at the site. Failure to compliance of aforementioned will attract penalty. Quantum of penalty will be decided by the RECL.
- c. On completion of the warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of Three years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the vendor out of either already due payments or from their Security Deposit(s), while releasing the Security Deposit. After expiry of warranty, RECL has option to enter into Annual Maintenance of the systems as per the quoted price.

4.11 Web Based Support

All device drivers released till date & future updates, for components / sub systems like PC, display, sound, network interface, DVD writer, S/w, etc. shall be

available on OEM's website for a minimum period of 5 years from the date of delivery drivers/updates of OS shall also be available on OEM's website. To verify this aspect, the OEM's website shall be checked to ascertain that the device drivers for the computer & peripherals models introduced by OEM in last 5 years are available on their website.

4.12 Award Criteria

The RECL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

4.13 RECL's Right to Accept any Bid and to Reject any or All Bids

RECL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidder's or any obligation to inform the affected Bidder or Bidder's of the grounds for RECL's action.

4.14 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.

4.15 Indemnity Clause

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

4.16 Force Majeure clause

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

4.17 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 RECL. By responding to this tender, potential suppliers agree to their proposals being examined by this group.
- c. RECL 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 RECL, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.
- d. Proposed equipments/systems should be based on the requirements and specifications given in Annexure F.
- e. The potential vendor's performance capability and history, overall organization and a proven ability to secure any similar contracts to specification, together with the contents of the proposal, benchmarking of systems, presentations and site visits will be essential elements in the evaluation process, and in the award of the contract.
- f. The bidder shall be deemed to have included proven state-of-the-art components and techniques while performance of the contract.
- g. RECL intends that the vendor selected for the supply, installation, commissioning and maintenance of the system shall take complete responsibility for all of the work. The vendor must provide regular status reports in accordance with the Project Management Requirements set out in the tender.
- h. RECL reserves the right to allocate the contracted work in a staged or phased manner.
- i. By responding to this tender the potential vendor agrees to take the contractor's role. Where the potential vendor proposes the use of third party services in his proposals, the potential vendor should describe the third party, including their role, and the definition of responsibilities and accountabilities.

j. The bidder should provide on-site comprehensive warranty maintenance support services for Three years after satisfactory installation and commissioning of the systems.

k. Responsibilities

l. The responsibilities of RECL and prospective vendor after empanelment are tabulated below:

S. No.	Activity	Primary Responsibility	Secondary Responsibility
1.0	Placement of Purchase Order	RECL	NIL
2.0	Schedule For Testing	Vendor	NIL
3.0	Carrying out Testing	RECL	Vendor
4.0	Safe Delivery of Systems	Vendor	NIL
5.0	Installation & Commissioning of Systems	Vendor	RECL
6.0	Issue Acceptance Certificate	RECL	Vendor
7.0	Submission of Invoice with proper relevant documents	Vendor	RECL
8.0	Payment to Vendor	RECL	Vendor
9.0	Onsite Comprehensive Warranty Maintenance for 3 years	Vendor	NIL
10.0	Submission of Quarterly Warranty Maintenance Report	Vendor	NIL

m. Potential vendors are requested to provide a detailed activities time schedule and resource allocations and requirements for all the stages which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be indicated, including those associated with the testing, delivery, installation, commissioning and maintenance of systems, key quality assurance and quality certifications.

n. The system shall be tested completely by the vendor prior to being offered for acceptance testing installed in operational status at RECL.

o. The vendor shall define detailed acceptance criteria on conjunction with the RECL and the testing procedures should allow for the functional testing, integration testing and formal acceptance of the system by the RECL.

- p. Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.
- q. The Bids prepared by the Vendor and all correspondence and documents relating to the bids exchanged by the Vendor and RECL, 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.
- r. 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 RECL.
- s. 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 RECL and shall, at all times, support and safeguard RECL's legitimate interests in any dealings with Third parties.
- t. RECL 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. RECL 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 born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from RECL.

- u. The selected vendor shall not, without RECL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECL 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.
- v. If the selected vendor is not able to fulfill its obligations under the contract, which includes non completion of the work, the RECL 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.
- w. 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.
- x. The selected vendor automatically agree with RECL for honoring all aspects of fair trade practices in executing the purchase orders placed by RECL
- y. 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 RECL and the obligations with RECL taken by the Vendor with respect to the product with the old name shall be passed on to the product so renamed.



ANNEXURES

Checklist for Bid Submission

The following check-list must be filled in and submitted with the bid document:

1.0 EMD:	
1 Have you purchased the bid document/ remitted the bid document cost, if downloaded?	Yes/No
2 Have you submitted the EMD asked for in the tender?	Yes/No
2.0 Eligibility Criteria	
1 Have you attached the ROC Certification for 5 years IT related operation documents?	Yes/No Page No:
2 Have you attached undertaking to the effect to be the single point of contact for RECL for all the items quoted and shall be solely responsible for all warranties, upgrades and guarantees etc. offered by the OEM etc.	Yes/No Page No:
3 Have you attached all the Undertakings as required to be furnished as per the tender?	Yes/No Page No:
4 Have you attached the documentary proof of being a manufacturer (OEM) or channel partner/ authorized distributor/ dealer and also service provider or system integrator for each of the systems/ equipments along with the the OEM authorization(s) and service provider proof(s) addressed specifically addressed to the DGM (IT), RECL for each of the systems/ equipments and/or products?	Yes/No Page No:
5 Have you attached the documents pertaining to 3 years of experience out of which at least 2 years in similar activities for single organization across India?	Yes/No Page No:
6 Have you attached the Details of 2 projects executed which are of the involving supply, installation, commissioning and maintenance of Desktops, Laptops/ Notebooks, Printers and UPS systems for a single organization spread across multiple states in India for at least Rs 50 Lac (Rupees Fifty Lac only) each in the last 2 years?	Yes/No Page No:
7 Have you attached audited balance sheets of last three years indicating the annual turnover to be Rs 10 crore or more for each year and the OEM turnovers as per the tenders for respective items (if applicable)?	Yes/No Page No:
8 Have you enclosed a copy of valid certificate of ISO 9001:2000 or equivalent ISO certification?	Yes/No Page No:

9 Have you enclosed details of infrastructure with reference to locations and technical manpower, availability of inventory spares etc.?	Yes/No Page No:
10 Have you enclosed details of branch office/head office along with required off-site maintenance facilities and at least 10 service and support engineers in NCR of India?	Yes/No Page No:
11 Have you enclosed proof of Sales Tax/VAT, Service Tax, PAN registration numbers?	Yes/No Page No:
12 Have you attached an undertaking to have submitted your bid for all the items as per and in pursuance to the tender?	Yes/No Page No:
3.0 Technical Bid:	
1 Have you attached the list of clients for which you have similar type of contracts and certificates regarding satisfactory performance of the contract?	Yes/No Page No:
2 Have you attached details of number of maintenance and support centers in India along with detailed profiles of each?	Yes/No Page No:
3 Have you attached details of subcontractors and franchisee agreements?	Yes/No Page No:
4 Have you attached details of your website?	Yes/No Page No:
5 Have you attached details of total IT manpower and manpower on contract?	Yes/No Page No:
6 Have you attached necessary detailed technical write up highlighting the features of sub-assemblies of the systems offered?	Yes/No Page No:
7 Have you attached the details of project management philosophy and progress reporting?	Yes/No Page No:
8 Have you attached the details of major milestones as identified by you?	Yes/No Page No:
9 Have you attached the product evaluation kit, technical information, white papers etc.?	Yes/No Page No:
10 Have you attached the details of important installation sites?	Yes/No Page No:

11 Have you attached the details of make and model for all parts/controller cards/deices as per Annexure F)	Yes/No Page No:
12 Have you attached the bid form shown in Annexure-B	Yes/No Page No:
13 Have you attached the Annexure 'C' as per clause 3.3.7 of tender?	Yes/No Page No:
14 Have you attached the Annexure 'D' as per clause 3.3.7 of tender?	Yes/No Page No:
15 Have you attached the Annexure 'E' as per clause 3.3.7 of tender?	Yes/No Page No:
16 Have you attached the undertaking for compliance to tender technical specifications & tender terms & conditions (Annexure F)?	Yes/No Page No:

4.0 Financial Bid:

1. Have you attached the bid form in the format shown in Annexure-I?	Yes/No Page No:
2. Have you attached the price schedule for the systems / equipment in the format specified in Annexure – H?	Yes/No Page No:

4.0 The bidder is requested to kindly arrange his/her/their bid for each part as given below for submission (separately, as applicable):

- a. EMD (along with Bid Document Cost, if applicable) Demand Draft; below that
- b. Eligibility Criteria Documents: the documents should be attached in the same serial order, indexed, enumerated properly and bound as a single volume as specified in 2.0 above; below that
- c. TECHNICAL BID: the documents should be attached in same serial order, indexed, enumerated properly and bound as a single volume as specified in 3.0 above including the original bid document duly signed and stamped (with company seal) by the authorized signatory.
- d. FINANCIAL BID: the documents should be attached in same serial order , enumerated properly and indexed, bound as a single volume as specified in 4.0 above

NOTE:

- a. If the bid is not submitted as per the format, the same is liable to be summarily rejected and no submission/ request/ representation etc. of any sort/ kind etc. shall be entertained.
- b. The page numbers as indicated in the above checklist should be filled in as well correspond to the relative documents/ proofs/ undertakings etc as per the bid submitted by the bidder otherwise the bid is liable to be rejected.

Dated this day of 2007

Details of enclosures.

Signature of Bidder

Name _____

Full Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail _____

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 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 commission the equipments/products in accordance with the delivery schedule specified in the bidding documents.

If my/our bid is accepted, I/We will submit a bank guarantee for the sum equivalent to 10% of the Purchase Order Price valid for a period of 38 months for the due performance of the Contract, in the form prescribed by the Council of Scientific & Industrial Research.

We agree to abide by this bid for a period of One Hundred and Twenty 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.

1. I/We declare:

- i) that I/We have a team of technically qualified engineers and have state-of-the-art infrastructure.
- ii) that my/ our premises are equipped with all the facilities specified in the document.

2. I/We hereby offer to supply the Equipments, Products and Services at the prices and rates mentioned in the Financial Bid.

3. I/We enclose herewith the complete Technical Bid as required by you and as specified in Chapter – 3 and in conformance to the checklist provided in the RFP.

4. I/We have carefully read and understood 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 supply, commission and provide three years on-site warranty maintenance support as per these terms and conditions.

5. 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 awarding the work order, shall constitute a binding contract between us.

Dated this day of 2007

Details of enclosures.

Signature of Bidder
Name

Full Address:_____

Telephone No._____

Telegraphic Address:_____

Fax No. _____

E-mail

COMPANY SEAL

ANNEXURE – C
Technical Bid

Bidders General Particulars

1	Name of the Bidder				
2	Registered Head Office Address				
3	Year of Establishment				
4	Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
	Put Tick Mark				
3	Corporate Profile :				
	Chairman				
	Managing Director				
	Directors				
4	Name & Designation of Authorized Signatory				
	Address for Correspondence of the Authorized Signatory				
	Telephone No(s):				
	Mobile Number:				
	Fax No/s:				
	E-mail ID				
5.	Whether Bidder has own offices in all New Delhi:	Yes / No			
6	Employee strength/profile				
	1. Hardware Field Engineers				
	2. Other back office support staff				
	3. Administrative staff				
	4. Total				
7	Financial (for last 3 years):	2005-06	2004-05	2003-04	
	Turnover (Rs. In lakhs)				
9	ISO Certification (If yes, attach copies of the Certificate/s)				

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

CLIENTELE / EXPERIENCE FOR Empnelment/ Supply, commissioning and maintenance Desktop Computers, Laptop/ Notebook, Printers, UPS and related Servicesetc.

Sr. No	Name of the Client**	Contact person, Designation & Telephone no.	Details of the equipments supplied (Indicate Brand / Model and Quantity)	Year of supply	Approx. value of the equipments
1					
2					
3					
4					
5					
..					
..					
N					

** Note

1. Please give details in as per the eligibility/ pre-qualification and technical bid separately

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

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 RECL at their discretion.

I/We hereby undertake that I/we have included and attached/ enclosed the requisite OEM authorization as required and/or asked for by the RECL.

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 hereby undertake to provide uninterrupted and timely support for the supplied systems/sub-systems including spare parts for a period of 6 years (including the warranty period of 3 years). After the warranty maintenance, if RECL decides to go in for maintenance with the vendor then the vendor should ensure supply of the spares to RECL. In case of the item/spare part being not available due to any reason the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL.

I/We undertake to be the single point of contact for RECL and shall be solely responsible for all warranties, updated, patches, upgrades, guarantees etc, offered by the OEM, and system integration and three years on-site comprehensive warranty maintenance and for the entire scope of work and requirements as per the service levels defined in the tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document checklist viz. Annexure – A and should be accordingly submitted to the RECL. In case of a failure to comply and/or a variation the RECL 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 declare and undertake that I/We have submitted all additional undertakings/ oaths etc as applicable to this tender with my/our technical bid.

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 a period of 90 days from the date of bid opening including additional period of 30 days and till I/We withdraw my/our bid on expiry of the said validity period .

Signature of Authorised Signatory
Name of the Signatory
Date
Place
Company Name
Company Seal

Technical Bid – Specifications

I) Desktop Computer

Specify Make/Model _____

S. No.	Item	Description	Make/ Model	Part No. (if any)	Complied (Yes/No)
1.	CPU	Intel Core 2 Duo 2.4 GHz (E6600) or higher, 4 MB L2 cache and 1066 MHz FSB			
2.	Motherboard.	Intel 965Q Series or higher			
3.	Memory	1 GB DDR2 667 MHz or higher RAM upgradeable up to 4 GB			
4.	Hard Disk Drive	160 GB Serial ATA HDD (7200 rpm or higher)			
5.	FDD	1.44 Floppy Disk Drive			
6.	Monitor	15" TFT XGA Monitor			
7.	Keyboard	PS2 104 Keys bilingual Keyboard (English and Hindi Remington)			
8.	Mouse	Two button Optical Scroll Mouse			
9.	Cabinet	Small form factor			
10.	Combo Drive	16 X DVD RW Combo			
11.	Networking features	10/100/1000 NIC			
12.	Ports	1 serial, 1 parallel, 6USB (2 front), 1 VGA			
13.	Security	Power on password, setup password, locking chassis with external lock facility			
14.	Certification	Windows, Linux			
15.	OS	Windows Vista Business preloaded licensed with media and documentation and recovery CDs/DVDs			
16.	Preloaded software	Norton/ McAfee/ Trend-micro antivirus (Latest version) with 1 year License			
17.	Manageability Features	Pre-failure alert for HDD, SMPS, Memory, CPU, Remote support, SNMP manageability etc			
18.	Warranty & Maintenance	3 years on site comprehensive with OEM			

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

II) Laptop

Specify Make/Model _____

Sl. No	Features	Minimum specification required	Make/ Model	Part No. (if any)	Complied (Yes/NO)
1	Processor	Intel Core 2 Duo 1.83GHz (T5600) or higher, 2 MB L2 cache and 667 MHz FSB.			
2	Motherboard	945 GM chipset			
3	Hard Disk	80 GB or higher			
4	Memory	1 GB DDR2 RAM			
5	Display	12.1/13.3/14.1/15.4 WXGA (inches)			
6	Video Memory	128 MB or higher			
7	Keyboard / Mouse	Standard spill proof keyboard supporting windows functions, Built in Mouse with Touchpad / track ball/ track pin			
8	Optical Drive	8x DVD RW (DVD Writer) or higher			
9	Audio	Built in Stereo speakers Headphone with microphone support			
10	Ports / connectors	4 USB ports, S-video port/VGA port,RJ-11, RJ-45, headphone/Line-out, Microphone in, DC Power Connector, PCMCIA slot			
11	Modem / NIC	56 K Internal modem and integrated 10/100/1000 NIC			
12	Wireless LAN	Integrated Wireless LAN			
13	Bluetooth	Integrated bluetooth			
14	Operating system	Windows Vista Business with media and preloaded Norton/ McAfee/ Trend-micro Antivirus software with media and atleast 1 yr license			
15	Battery & Adapter	4hr battery backup (with lithium ion batteries) and AC adaptor			
16	Weight with Battery	up to 2.75 kg without Adapter & carry bag			
17	Warranty	3 years on site comprehensive with OEM			
18	Manageability Feature	Mgmt. S/w for H/w configuration, system health, and mgmt. of remote support			
19	Carry case	Nylon carry case			
20	Casing	Magnesium Alloy or better			
21	Other Accessories	As applicable on off the shelf purchase of the quoted model of laptop/notebook (kindly attach details)			

Date :

Place :

Signature :

Name :

Designation :

Name of the Company :

Seal of the Company :

III) Network Printer

Specify Make/Model _____

S. No.	Item	Description	Make/Model	Part No. (if any)	Complied (Yes/No)
1	Print technology	Monochrome Laser			
2	Print speed (black, A4)	30 ppm or higher			
3	Processor speed	400 MHz or higher			
4	Print quality (black, best quality)	1200 x 1200 dpi or higher			
5	Pages per month	100000 or higher			
6	RAM/Memory	80 MB upgradeable to at least 300 MB			
7	Duplex	Automatic			
8	Network	Yes			
9	Toner Cartridge	Toner & Drum should be separate units of the printer			

IV) MFP (Print/Scan/Copy/FAX)

Specify Make/Model _____

S. No.	Item	Description	Make/Model	Part No. (if any)	Complied (Yes/No)
1	Functions	Black-and-white printing, black-and-white copying, black-and-white faxing, black-and-white and color scanning			
2	Print System/memory/network				
A	Print speed (black, A4)	15 ppm or higher			
B	Processor speed	264 MHz or higher			
C	Print quality (black, normal quality)	1200 x 1200 dpi or higher			
D	Pages per month	7000 or higher			
E	RAM/Memory	64 MB or higher			
F	Network	built-in 10/100 Ethernet connection			
G	Toner Cartridge	Toner & Drum should be separate units of the printer			
3	Copy System				
A	Copy Speed	15 cpm or higher			
B	Copy Resolution	600 x 600 dpi or higher			
4	Scan System				
A	Scan type	Flatbed, ADF			
B	Enhanced Scanning Resolution	19200 dpi or higher			
5	Fax System				
A	Fax Speed	33.6 Kbps or higher			
B	Fax Memory	2 MB or higher			

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

V) Laser Printer

Specify Make/Model _____

S. No.	Item	Description	Make/Model	Part No. (if any)	Complied (Yes/No)
1	Print technology	Monochrome Laser			
2	Print speed (black, A4)	15 ppm or higher			
3	Processor speed	266 MHz or higher			
4	Print quality (black, best quality)	1200 x 1200 dpi or higher			
5	Pages per month	8000 or higher			
6	RAM/Memory	8 MB or higher			
7	Connectivity	High Speed USB			
8	Toner Cartridge	Toner & Drum should be separate units of the printer			

Date :
Place :



Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

VI) UPS

Specify Make/Model _____

S. No.	Features	Minimum Specification Required	Make/Model	Part No. (if any)	Complied (yes / no)
1	Design	Line Interactive			
2	Capacity	650 VA			
3	Input				
a	Voltage	135 - 300 V AC			
b	Frequency	50Hz±5%			
4	Output				
a	Voltage	230 V ± 9% AC			
b	Regulator on mains	Automatic voltage Regulation			
c	Transfer time	<6ms			
d	Regulator on battery	Pulse with modulation			
5	Protection				
a	Short Circuit Line	Fuse protection			
b	Short circuit inverter	Pulse to pulse active protection			
6	Battery				
a	Type	Sealed Maintenance Free Lead-Acid battery, leakproof			
b	Protection	Auto-protection, intelligent charge, overcharge, deep discharge, battery low & shutdown			
c	Appx. Backup Time	30 min			
7	Weight	< 8 kg			
8	Operating temperature	0°C ~ 48° C			
9	Operating Humidity	0 to 90% non-condensing			
10	Audible Noise level	<35db Distance 1 metre from UPS			
11	Warranty	3 years onsite comprehensive			

VII) Additional S/W:

S. No.	Item	Description	Make/Model	Part No. (if any)	Complied (Yes/No)
1	MS Office Pro+ 2007 INDIC (OLP Licensing)	with media & documentation			
2		without media & documentation			

Date :
Place :

Signature :
Name :
Designation :
Name of the Company :
Seal of the Company :

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 hereby offer to supply the Equipments, Products and Services at the prices and rates mentioned in the Commercial Bid.

I/We do hereby undertake, that, in the event of acceptance of my/ our bid, the supply, installation, commissioning and three years on-site comprehensive warranty maintenance of the Equipments, Products and other related items shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including supply, installation, commissioning and three years on-site comprehensive warranty maintenance 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 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time and any extended 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 supply, install, commission and provide three years on-site comprehensive warranty maintenance 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 _____ 2007

Signature of Bidder
Name

Details of enclosures

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

COMPANY SEAL

Price Schedule

Table-I

Item Code	Item Description	Unit Price	Initial Appx Qty	Total Price (E=C*D)	Taxes	AMC charges after warranty Maintenance (3 years) per year (G)			Total Price in INR H= (E+F) + (G1+G2+G3)
						For 1st Year Including taxes (G1)	For 2nd Year Including taxes (G2)	For 3rd Year Including taxes (G3)	
(A)	(B)	(C)	(D)	(E)	(F)	(G1)	(G2)	(G3)	(H)
1	Desktop PC	In Figures: In Words	150	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words
2	Laptop/ Notebook	In Figures: In Words	11	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words
3	Network Printer	In Figures: In Words	15	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words
4	Multi Functional Printer (MFP)	In Figures: In Words	29	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words
5	Laser Printer	In Figures: In Words	7	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words

6	UPS	In Figures: In Words	150	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words
7	MS Office Pro+ 2007 INDIC (OLP Licensing) with media & documentation	In Figures: In Words	13	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words
8	MS Office Pro+ 2007 INDIC (OLP Licensing) without media & documentation	In Figures: In Words	148	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words
9	Cost of Resident Engineer at Corporate Office	Per Calendar Month In Figures: In Words	36	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words	In Figures: In Words
10	GRAND TOTAL = (1(H)+2(H)+3(H)+4(H)+5(H)+6(H)+7(H)+8(H)+9(H))								In Figures: In Words

Table-II: Optional Item (Buy Back)

Item Code (A)	Item Description (B)	Unit Price (C)	Appx Qty (D)	Total Price (E=C*D) (E)	Taxes (F)	Total Price in INR I= (E+F) (I)
11	HCL PIII 800 MHz	In Figures: In Words	12	In Figures: In Words	In Figures: In Words	In Figures: In Words
12	IBM P-II 400MHz	In Figures: In Words	8	In Figures: In Words	In Figures: In Words	In Figures: In Words
13	Wipro P-II 300MHz	In Figures: In Words	1	In Figures: In Words	In Figures: In Words	In Figures: In Words
14	GRAND TOTAL = (11(I)+12(I)+13(I))					In Figures: In Words

Date:
Place:

Signature of Authorised Signatory
Name :
Company Seal :

Note :

1. Prices all inclusive of taxes except octroi & road permit which will be reimbursed by RECL on actual basis on production of original receipt. However, it is bidders responsibility to deliver the goods 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 and in the respective units indicated at each row.

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. The prices indicated by the bidder should be inclusive all expenses in terms of three years on-site comprehensive warranty maintenance.
8. Costs for all items must be quoted otherwise the bid shall be rejected outright.
9. The details for column no. 'B' above are provided in chapter – 2: Scope of Work and Technical Specification Annexure – H and prices shall be deemed to have been quoted by the bidder taking into consideration these 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.
10. For details of scope of work and Costs for Optional Item as per Table – II must be quoted otherwise the bid shall be rejected.
11. RECL shall carry out recalculation/ verification of the prices, Total (against each item) and Grand Total based on the prices/ cost quoted by the bidder for unit price, applicable taxes (as applicable), post warranty AMC cost (as applicable) based on indicated initial approximate quantities and the final calculations as arrived by the RECL shall be binding on the bidder.
12. In case of any part/ sub-component/ sub-assembly/ software/ peripherals etc. not being quoted / included by the bidder for the effective and efficient performance of the equipment/ product in pursuance to 7 above and/or any hiding/ false/ forging etc. of information/ quoted prices in the price schedule then the same shall be at the bidder's risk and cost and in the event of failure to comply shall result in summary rejection of bid and revocation of appropriate tender clauses and blacklisting of the bidder, at the discretion of the RECL, and in such an event RECL reserves the right to carry out financial evaluation of the rest of the bids as per the tender terms and conditions.
13. The bidder shall be deemed to have noted and agreed to as specified in the tender that REC will NOT provide "Form C/D".
14. 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.

PERFORMANCE BANK GUARANTEE

To,

The DGM (IT),
RURAL ELECTRIFICATION CORPORATION LTD.,
CORE – 4, SCOPE COMPLEX
7 -Lodi Road,
New Delhi 110003.

Dear Sirs,

Sub: PERFORMANCE BANK GUARANTEE for the Supply,
Commissioning and three year on-site comprehensive warranty
maintenance of the COMPUTERS, LAPTOPS, PRINTERS &
OTHER PERIPHERALS, RELATED SERVICES Etc.
for THE RURAL ELECTRIFICATION CORPORATION LTD.

WHEREAS

M/s (Name of the Vendor), a company registered under the Companies Act, 1956, having its registered and corporate office at (Address of the Vendor), (hereinafter referred to as “our constituent” which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns) entered into a Contract Agreement dated(hereinafter, referred to as “the said Agreement”) with you (THE RURAL ELECTRIFICATION CORPORATION LTD.) for the Supply, Commissioning and three year on-site comprehensive warranty maintenance installation of the equipments/ products and services detailed in the said Agreement.

We are aware of the fact that in terms of sub-para of the Terms and Conditions of the said Tender/ Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs.(in words and figures), being 20% of the Order Price of Rs.(in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we.....(name and address of the bank), have agreed to issue the Performance Bank Guarantee.

Therefore, we..... (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under.

In the event of our constituent committing any breach/default of the said Agreement,

which breach/default has not been rectified within a period of Thirty days after receipt of the written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs.(in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s/breach/s, as aforesaid and the amounts to which you are entitled by reasons thereof, subject to the term and conditions of the said agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under the Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the Contract period i.e. Warranty Period (plus three months) subject to the terms and conditions of the said Agreement.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Agreement until completion of the contract period (plus three months) for the total solution as per the said Agreement.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.

In order to give full effect to the guarantee contained herein, we..... (name and address of the bank) agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly, waive all our rights and suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

We confirm that this performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges and reliefs, as provided in the said Agreement.

Any notice by way of demand or otherwise hereunder may be sent by courier, registered post, fax or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason what so ever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or constitution or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs. (in words and figures) and shall continue to exist, subject to the terms and conditions contained therein, unless a written claim is lodged on us on or before the afore-said date of expiry of this Guarantee.

We hereby confirm that we have the power/s to issue this guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed Rs.(in words and figures);

this Performance Bank Guarantee shall be valid upto(date, ie. completion of the contract period (plus three months) for the total service; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before(date, ie. completion of the contract period (plus three months).

This Performance Bank Guarantee must be returned to the bank upon its expiry by our constituent duly authorized by you. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period by constituent duly authorized by you, subject to the terms and conditions contained therein, We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee to you on expiry of such period.

Dated.....this.....day.....(year)

Yours faithfully,

For and on behalf of theBank

(Signature)
Designation
(Address of the Bank)

Note:

This bank guarantee will attract stamp duty as a security bond under Article 54(b) of the New Delhi Stamp Act, 1958 or as amended from time to time by the Government of India.

A duly notarized/ certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.



SAMPLE FORM OF CONTRACT

THIS AGREEMENT made on theday of 2007
between having
(name of Purchaser) its principal place of business
at.....
...(hereinafter 'the Purchaser') of the one part and
.....
(name of Service Provider) having its registered place of business at
.....(
hereinafter 'the supplier') of the other part.

WHEREAS the Supplier is desirous to supply COMPUTERS, LAPTOPS, PRINTERS &
OTHER PERIPHERALS & related services etc. as per the RECL tender no.
..... dated..... and any clarifications and/or corrigendum's and/or
addendums etc. thereof and agrees and binds himself/ herself for the supply of such
equipments/ products and related services for the attached Schedule of Rates
(hereinafter 'the Contract Price') as per the said tender and any clarifications and/or
corrigendum's and/or addendums etc. and the terms and conditions for the same.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expressions shall have the same meanings as are
respectively assigned to them in the conditions of contract referred to.

The following documents shall be deemed to form and be read and construed as part
and parcel of this Agreement in the following order of precedence:

Letter of acceptance of the Purchaser dated

The Tender Response of the Supplier datedtogether with attachments
thereto;

Conditions of contracts:

The Scope of Work and Service as given in the Tender and/or agreed to between the
Purchaser and the Supplier:

The other documents forming part and parcel of the Tender Documents.

Any other documents as agreed by the Supplier and the Purchaser.

In consideration of the payments to be made by the Purchaser to the supplier as

hereinafter mentioned, the supplier hereby covenants with the Purchaser to supply, commissioning of the equipments/ products and imparting of the services and the remedying of defects therein therein in conformity in all respects with the provisions of the contract.

The Purchaser hereby covenants to pay the supplier in consideration of the provision of the successful supply, commissioning of the equipments/ products and imparting of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the tender at the time in and in the manner prescribed in the tender.

IN THE WITNESS whereof theand have caused their common seals to be affixed hereto and to another of the same tender on Dated.....this.....day.....(year) at the place

Witnesses

1 Signature: Name: S/D/o: R/o:
Dated.....this.....day.....(year)

2 Signature: Name: S/D/o: R/o:
Dated.....this.....day.....(year)

The Common Seal of the said (.....) is hereto affixed in the presence of (.....S/D/o.....R/o.....) who doth hereby attest the sealing thereof

Witnesses

1. Signature: Name: S/D/o: R/o:
Dated.....this.....day.....(year)

2. Signature: Name: S/D/o: R/o:
Dated.....this.....day.....(year)

Note:

- The above contract form is only an indicative/ sample format and RECL reserves the right to finalize the contents of the said contract agreement in pursuance to and as per the tender at its sole discretion.

**Performa of Certificate for Joint Inspection Report after Successful
Commissioning/ Acceptance Testing of the Equipment**

No.

Dated:

M/s _____

Sub: Certificate of commissioning/ acceptance testing of equipment (Computer/Laptop etc.)

1. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in para 2). The same has been installed and commissioned.

- a. Contract No _____ Dated _____
- b. Description of the equipment _____
- c. Name of the consignee _____
- d. Date of commissioning and proving/acceptance test _____

1. Details of accessories/spares not yet supplied and recoveries to be made on that account:

Serial Number	Description	Amount To be Recovered

2. The acceptance test has been done to our entire satisfaction and users have been trained.

The supplier has fulfilled his contractual obligations satisfactorily

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a).....
- (b)
- (c).....
- (d).....

3. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

Seal of Vendor

For Supplier

Signature.....

Name.....

Designation.....

Seal of RECL

For Supplier

Signature.....

Name.....

Designation.....