



Endless energy. Infinite possibilities.

RURAL ELECTRIFICATION CORPORATION LIMITED
(A Government of India Enterprise)

Regd Office: Core-4, SCOPE Complex, 7 Lodi Road New Delhi 110003
Tele. 24102575 Fax 24102575 Email reccorp@recl.nic.in Gram RECTRIC
Website www.recindia.com & www.recindia.nic.in

Limited Tender No.34/2/2006-HR(Trg.)/IT(26)/

Dated: 24.09.2008

To,

List of Companies

1. Shri Neeraj Awasthi,
General Manager,
M/s New Horizons Computer Learning Centers,
UGF, South Wing, NBCC Place,
Lodhi Road,
New Delhi-110003
2. Shri Umakant Tripathy
Manager Training
Sriram Institute of Business Technologies
A-12, Sector59, NOIDA-201 301
3. Shri Vikas Dogra
VP Corporate Training
Global IT
79, Amrit Nagar,
South Ext. Part 1,
New Delhi-110049
4. Aptech Limited
Aptech House
A-65 MIDC, Marol,
Andheri(E)
Mumbai-400 093
5. Head E&T
CMC Limited
PTI Building, 5th Floor,
4 Sansad Marg,
New Delhi-110 001
6. NIIT House,
8, Balaji Estate,
Sudarshan Munjal Marg,
Kalkaji,
New Delhi

7. Noble Institute for Premier Studies & Tech. Ltd.,
D-82/First Floor, Malviya Nagar
New Delhi-11 0017

8. India Institute of Hardware Technology Ltd
(IIHT Ltd),
4th Floor, Sri Lakshmi Complex,
#15, St. Marks Road
Bangalore-560 001,
Fax: 91-80-41367711

9. SQLSTAR International Ltd,
Sanali Info Park, Block B,
4th Floor, Road No. 2, Banjara Hills,
Hyderabad-500 033

TENDER DOCUMENT

Subject: Request for Quotation for Training in IT upgrades across organisation at various level in REC.

Dear Sir/Madam,

Rural Electrification Corporation Ltd. (A Govt. of India Enterprise) intends to upgrade IT training skills of its employees as per the scope of work defined in the enclosed Document-III. You are hereby requested to provide us the best rates as are offered to Govt. organization in the following format.

1. COVER A containing EARNEST MONEY - should be sealed in a separate envelope subscribing "Earnest Money."
2. COVER B containing TECHNICAL BID - should be sealed in a separate envelope subscribing "Technical Bid."
3. COVER C containing FINANCIAL BID - should be sealed in a separate envelope subscribing "Financial Bid."

All Earnest Money, Technical and Financial Bid envelopes should be enclosed and sealed in separate envelopes subscribing the Tender Number, due date, Tender for Training in IT upgrade addressed to **Chief Manager (HR), Rural Electrification Corporation Ltd., Room No. 302, Palika Bhawan, Sector-13, R.K. Puram, New Delhi-110066** so as to reach us on or before **20.10.2008 by 1400 Hrs.** Opening of Earnest Money & Technical Bids would take place on same day at 1500 Hrs. Financial Bid will be opened in respect of only those Institutes who meet the eligibility criteria in the Technical Bid. Bids received after the due date, time and place shall not be considered and would be liable to be rejected without assigning any reason whatsoever. REC shall not be responsible for late receipt of the Bid submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of the bid.

Documents to be enclosed:

1. COVER A: Earnest Money of Rs.10,000/-
Demand Draft of required amount of Earnest Money issued from any leading Nationalized/Scheduled Bank in favour of "Rural Electrification Corporation Limited" payable at Delhi required to be placed. Following information should be marked on the face of the sealed envelope:

Name of Party.....

Enquiry No.....

Earnest Money Amount.....Issuing Bank.....Date.....

2. COVER B: Technical Bid as per document – (2)
The following Documents signed by the Authorized Signatory should be enclosed with the Technical Bid:
 - a. Bid form (As per the format given in Document-I)
 - b. Compliance to the Scope of work (As per the format given in Document-4)
 - c. Compliance to the Technical Specifications (As per the format given in Document-5)
 - d. Compliance to the Terms and Conditions (As per the format given in the Document-6)
3. COVER C: Financial Bid as per enclosed Document (3).

Sd/-
Chief Manager (HR)



Rural Electrification Corporation Limited

A Government of India Enterprise

Regd. Office Core-4, Scope Complex, Lodi Road, New Delhi-110003
Tel.: 24365161, Fax: 24360644, E-mail: reccorp@recl.nic.in Website: www.recindia.nic.in

**Branch Office: Palika Bhawan, Sector 13, R.K. Puram, New Delhi-110066
PABX:24102321 FAX: 24102569**

Limited Tender No.REC/Trg./IT/2008

TENDER DOCUMENT

FOR

Training in IT Upgrades across organisation at various levels in REC

Date of Issue (T) : 24.09.2008
Last Date & Time of Submission : 20.10. 2008 (1400 Hrs.)
Time of Opening : 20.10.2008 2008 (1500 Hrs.)

Signature of Bidder with Company Seal

BID FORM

(Bidders are requested to furnish the Form of Bid in the Format given in the section, filling all the Blanks)

To,

Chief Manager (HR),
Rural Electrification Corporation Ltd.,
Room No. 302,
Palika Bhawan,
Sector-13, R.K. Puram,
NEW DELHI 110 066

Dear Sir,

Having examined the Bidding documents, we the undersigned offer to undertake the job of "Training in IT Upgrades across organization at various levels in REC".

We agree to abide by this bid-offer for the current financial year (2008-09) i.e. till 31.3.2009 and the conditions of this offer shall remain effective and binding upon us for acceptance at any time before the expiry of the said period.

We are submitting Earnest Money of Rs.10, 000/- (Rupees ten thousand only) through Demand Draft favoring REC Ltd. payable at New Delhi.

This bid, together with written acceptance thereof by REC and Order/Notification of Award of Work, shall constitute a binding contract between us and REC.

We understand that REC reserves the right to accept/reject any bid, without assigning any explanation or reason and decision of REC management on the subject shall be final and binding on all Bidders.

Dated, this _____ day of _____ 2008

Signature

(in capacity of)

Duly Authorised to sign this bid for
And on behalf of
(Name and Address of the Bidder)

(Affix Official Seal)

Signature of Bidder with Company Seal

- Encl: 1. Cover-A Containing Earnest Money
2. Cover-B Technical Bid
3. Cover-C containing Financial Bid.

Technical bid

(To be filled by the bidder)

1. STRUCTURE AND ORGANISATIONAL SET UP
 - a) Name & Address of the registered office :
With registration particulars
 - b) Status of the Organization :
(Company or Partnership Firm)
 - c) Telephone Nos., Fax Nos., E-mail etc. :
 - d) Articles of Association/Partnership Deed etc./ :
Certificate of Incorporation
(Attach Copy of Certificate)
 - e) Date of Incorporation. :
 - f) Name, Qualification and Bio-data of Proprietor/ :
Director/Partners/Executives
(Attach separate sheet)
 - g) Total Number of Employees/Trainers. :
**should have a minimum of twenty full time IT
trainers** on their rolls.
 - h) Number of years in Business. :
Should have **a minimum of five years of IT training
experience** supporting corporates
 - i) References of registration with other organisations :
2. CAPABILITIES
(Use separate sheet wherever required)
 - a) Experience in similar work with details of training :
Infrastructure support for delivery of training
 - b) List of Offices in India. :
(especially where REC has its offices)
should have offices **at least at eight
locations** (as per table (2) of Document No. (4)-
Scope of work
 - c) Collaboration/Tie up/Association with other :
Personnel or Organization (Enclose details)
 - d) Names of the organisations and kind of work :
Executed in IT and other areas
Should have completed successfully **at least 10 IT
training programmes for large corporate clients**
(Use separate sheet, if required)

- e) Certified programme & Trainers by (Details of)
Should have at least organisational tie up with at least one of the two Microsoft or Oracle to deliver the training programme certified by them & operate on their behalf

- Microsoft :
- Oracle :
-Any Other :

- f) Physical information
Should have training infrastructure in the form of Training halls duly equipped with dedicated computer Labs for training of **50 participants** simultaneously.

3. FINANCIAL VIABILITY

- (a) List of Programmes executed during 2005-06 and 2007-08 with names of organizations :
- (b) Total turn over (Rs.)
(should not **be less than Rs.25 crore per year**) :
- (c) A copy of the latest balance sheet of the company to be enclosed :

4. PERFORMANCE RECORD

- a) Details of prestigious accounts held during the past indicating –

i) Names of the Clients :
ii) Type of Services provided :
iii) Value of Work per annum :

- b) Details of Accounts with Public Sector & Govt. Departments held during the past should have conducted **at least three IT training programme successfully with the PSUs/Govt. Deptts.**

i) Name of the Client :
ii) Type of Services :
iii) Value of Work per annum :

Note: Please enclose Certificate of Satisfaction from client(s) for the services provided.

5. AUTHORIZED SIGNATORY

Enclose the letter of Authority from Authorized signatory on a company's letter head with Seal.

6. WHETHER WORKED WITH RECL IN THE PAST

7. ANY OTHER DETAILS AS PER THE SCOPE OF THE WORK AND TERMS AND CONDITIONS LAID DOWN IN THE TENDER DOCUMENT.

8. ANY OTHER INFORMATION, YOU WISH TO MENTION

I/We certify that all the available information and data have been supplied and that the foregoing statements are true and correct.

AUTHORIZED SIGNATORY
With Office Seal

Note: Please attach supporting documents/certificate etc. in order to substantiate your claim(s).

Financial Bid
(To be filled by the bidder)

S.No.	Particulars	Per person/ per batch/per day (In Rupees)
1.	Cost of Training	
	i) Tuition Fee	
	ii) Venue Cost including fully dedicated computer Lab	
	iii) Lunch/Refreshment during the programme	
	iv) Taxes, if any	
	v) Total	

2. *Cost of training in places:

S.No.	Location	Cost per person/per day (In Rupees)
i)	Delhi	
ii)	Mumbai	
iii)	Jabalpur	
iv)	Hyderabad	
v)	Chennai	
vi)	Bangalore	
v)	Kolkata	
vi)	Lucknow	
vii)	Patna	
viii)	Jaipur	
ix)	Vadodara	
x)	Thiruvananthapuram	
xi)		

Note: *The training programmes may be conducted in all or in selected places among the above.

@ In each location the split up cost of training as mentioned at Sl.No.1, may be specified. Batch is only to indicate ideal no per each batch.

3. Minimum required per batch
(REC would make all efforts to provide the minimum. However, the cost would be based on per person)

4. Cost of customized coaching to EDs, GMs, DGMs through trainers stationed at Corporate Office.

- i) No. of Trainers
- ii) Duration of each Trainer (Specify number of days)
- iii) Cost for each Trainer (in Rupees)
- iv) Total Cost (in Rupees)

Note #The number of employees to be trained can be 500 or less as decided by REC as specified in the terms and conditions of the tender document

Training in IT upgrades across the organization at various levels in REC (Scope of Work)

1. About REC

- 1.1 Rural Electrification Corporation is a non-banking financial company engaged in financing electrification projects in the Government as well as private sectors. Its objective is to promote and finance projects aimed at power generation, distributed generation, transmission, integrated system improvement, energy conservation, renovation and maintenance, power distribution. It is also the nodal agency to implement the Rajiv Gandhi Gramin Vidyutikaran Yojana, a flagship program supported by the Ministry of Power, Government of India.
- 1.2 REC is in the process of implementing ERP Systems at Corporate Office. We have manpower of 700 employees who need to be trained/made computer savvy.
- 1.3 We intend to impart training to our employees on MS Office 2007, Excel, Power-point, E-mail, Networking etc. For this purpose the bidders are required to submit two sealed envelopes super scribing Techno Commercial bid and financial bid.

2. Objectives

The objectives of the present work offer are

- i) To organise short duration programme with a focus on function/ application related to different disciplines in REC working environment.
- ii) To develop course module as per the requirement of different ranks/discipline. In other words, it should be batch specific.
- iii) To organise specialised personal session/s with flexi- time for the ED, GMs, DGMs. and to others who have already high proficiency in IT.
- iv) To enumerate Executives and Non-executives, according to the levels of knowledge on IT applications, more specifically, at MS Word 1, 2, and 3 and similarly for Excel, Power point and Internet at entry and exit level. This is a quantitative assessment.

2.1 To ensure quality, the cases and class room exercises may be customized to REC and also the product of the each programme may be used in the successive programmes. The course module may be focused according to the requirement of that particular batch participating in the program. Each package may consists of 20 employees; the indicative syllabus is at annexure.

2.2 The nature of the job on offer is as per the following:

**Table-1
Customized training on MS Office 2007**

No. of Participants	Duration/Nature of Training	Venue	Course ware
Minimum 20 in each batch (total no of batches may vary between 20-25)	4days in class room mode	Bidder's responsibility, except in cases where REC provides the venue.	Consists of computer, study material, tea and refreshments during the training program,
Upto 50at CO, Delhi	One month, personalized coaching of 8-10 hours to each officer	REC CO	--

2.3 Broadly, the programme is of two types:

2.3.1 Flexi training/Instructor Led personal coaching - ED, GMs and DGMs In this category, each officer will get 8-12 hours of coaching at different spells on different dates in a month. This provides an opportunity for the beneficiary officer to work and improve himself in different sessions. The beneficiary officers can decide on preparation as per their requirement whether it is Excel, Power Point or Internet/E-mail. It is the choice of the officer. Some of the Managers who are proficient in IT applications to some degree can also be considered in this. This is to optimize the cost of the training and secondly, to delete the scope for infertuous training.

2.3.2 Class room training

To the remaining, executives and non-executives, class room training would be conducted. The training program would be with batch specific course module. However, employees who are already reasonably efficient in IT applications would be covered in the Instructor led personal coaching.

3.0 Training regions with location

The bidder should have infrastructure to train 20 to 25 batches at Delhi, and in any of the locations all over India especially Hyderabad, Kolkata, Mumbai, Jabalpur, Guwahati, Patna, Panchkula/Chandigarh, Bangalore, Bhubaneswar, Jaipur and Lucknow, where REC project offices exist.

Tentatively, the Project Offices can also be covered as per the following categories. Four regions have been identified. (1) Hyderabad Region covering southern states, (2) Kolkata Region covering Kolkata, North Eastern & Bihar, (3) Mumbai Region covering Maharashtra, Gujarat and M.P. (4) New Delhi Region covering Corporate Office (it has already been indicated above), UP, Rajasthan, Panchkula, Jammu and H.P. The number of batches is also tentatively indicated for Executives and Non-Executives.

The training venue will have to be provided by the bidder in other locations. The details are present in the following table.

Table 2
Region-wise Manpower in no. of batches to be covered under IT applications

S.No.	Location	Zonal/Project Offices covered	Exec.	Non-Exec.	No. of Batches	
					Ex.	Non.Ex.
1.	CIRE, Hyderabad	CIRE, Hyderabad, Trivandrum, Chennai & Bangalore.	38	23	2	1
2.	Kolkata	Kolkata, Patna, Guwahati, Shillong, Bhubaneswar and Sub-office Ranchi	33	35	2	2
3.	Mumbai	Mumbai, Vadodara and Jabalpur	23	13	1	1
4.	New Delhi	Lucknow, Jaipur, Panchkula, Shimla and Jammu	64	49	2	2
	Total		158	120	7	6

- 3.2 Location wise programs given above is only an illustration. The location and no of training programs can be changed depending on the convenience of REC. The mode of training will be Instructor led, in a class room environment. Each participant would be provided with a PC to work.

4. Size and number of Programmes – Indicative chart

4.1 Based on the response received and requirements expected from both executive and non-executives the following grouping is made*:

Table 3
Training requirement and no of batches at CO*

SNo	Category	Mode of Training	No. of Employees	No. of Batches
1.	E.Ds, GMs, AGMs and DGMs	Instructor led personal coaching. Two Instructions would stay for a month at CO and fix time slots to each Officer and coach them in their chambers. The officer can choose his requirements.	35	For one month – 2 Instructors
2.	Chief Manager and Dy.Manager	Custom made programme for each batch in a class room environment.	61	3 Batches
3.	Asstt.Manager to Asstt.Officer	Custom made programme for each batch in a class room environment.	110	5 Batches
4.	Non-executives	Custom made programme for each batch in a class room environment.	80	4 Batches
	Total (S.No.2,3&4)		286	12 Batches

* Formation of groups and delivery of training can be further decentralized on the location of Zonal Offices/Project Offices depending on adequacy of number of participants.

4.2 A 4-day class room session in two spells each with 2-day duration on Friday and Saturday will be arranged for upto Chief Manager Level for each group of the officers as indicated above. The focus of the training module will be modified accordingly. 80% of the sessions will be on hands on experience. It may be backed up with home work. The officers can choose the cases, exercises and Power Point presentation based on the data gathered by them.

4.3 For EDs, GMs, AGMs and DGMs, one or two instructors will be stationed at our Corporate Office. They will fix the time slot in discussion with officers and each officer would be given the time slot as per the requirement and coaching will be on the choice of the subjects by the officer. The instructor would go to the officer concerned and will guide on PC of the officer concerned.

- 4.4 However, for the Zonal/Project Offices which is to be a programme of 4-days starting from Friday, Saturday, Sunday and Monday at different locations. The course module will be prepared in consultation with Zonal/Chief Project Manager concerned.
- 4.5 All programmes are non-residential. Therefore, when officers and staff of the Zonal/Project Offices when they have to go to other location for training, TA/DA cost will be borne by REC separately.

Table 4
Total Employees to be trained

Subject	No. of Employees	Total training days
Personal Coaching		
Corporate Office i) EDs, GMs, AGMs, DGMs	35	35 days @ 8-10 hors for each officer
ii) Other Executives & Non- Executives	251	1004
Class Room Coaching		
CIRE, Hyderabad	61	244
Kolkata	68	272
Mumbai	36	108
New Delhi	113	452
Total	564	2115
After deducting ineligible people who are in the retirement age, unsuitability etc	501	1863

@Each employee would undergo 4 training man days in Class Room environment. The total number of training man days would be 2115 excluding instructor led coaching to the senior officers

PROGRAMME SYLLABUS

I. Word 2007 – Level 1,2 & 3 :

- Level 1: Creating a Basic Document, Editing a Document, Formatting Text, Formatting Paragraphs, Adding Tables, Inserting Graphic Objects, Controlling page Appearance, Proofing a Document.
- Level 2: Managing Lists, Customizing Tables and Charts, Customizing Formatting with Styles and Themes, Modifying Pictures, Creating Customized Graphic Elements, Inserting Content Using Quick Parts, Controlling Text Flow, Using Templates to Automate Document Creation, Automating Mail Merges, Using Macros to Automate Tasks
- Level3: Using Microsoft Office Word 2007 with Other Programs, Collaborating on Documents, Managing Document Versions, Adding Reference Marks and Notes, Making Long Documents Easier to Use, Securing a Document.

II Excel 2007- Level 1, 2 & 3:

- Level 1:** Creating a Basic Worksheet, Performing Calculations, Modifying a Worksheet, Formatting a Worksheet, Printing Workbook Contents, Managing Large Workbooks.
- Level 2:** Calculating Data with Advanced Formulas, Organizing Worksheet and Table Data, Presenting Data Using Charts, Analyzing Data Using PivotTables and Pivot Charts, Inserting Graphic Objects, Customizing and Enhancing Workbooks and the Excel Environment
- Level 3:** Streamlining Workflow, Collaborating with Others, Auditing Worksheets, Analyzing Data, Working with Multiple Workbooks, Importing and Exporting Data, Using Excel with the Web, Structuring XML Workbooks

III. PowerPoint 2007 –Level 1 & 2 :

- Level 1:** Getting started with PowerPoint, Creating a Presentation, Formatting Text on Slides, Adding Graphical Objects to a Presentation, Modifying Objects, Adding Tables to a Presentation, Inserting Charts in a Presentation, Preparing to deliver a Presentation.

Level 2: Customizing the PowerPoint Environment, Customizing a Design Template, Adding Diagrams to a Presentation, Adding Special Effects to Presentations, Customizing a Slide Show Presentation, Collaborating on a Presentation, Securing and Distributing a Presentation.

IV. Internet Fundamentals:

The course will cover overview of the Internet, Browsing the World Wide Web, FTP, Newsgroups, and Telnet, Electronic Mail, Objects, Plug-ins, and Viewers, Search Engines, Security, E-Commerce.

V. MS Outlook

1. Send, receive and organize e-mails
2. Store phone numbers, addresses and personal information of your contacts
3. Schedule meetings and appointments using the calendar folder
4. Create a "To Do" list
5. Handle Junk E-mails

Terms and conditions

- 1.0** The scope of the work and the conditions laid therein are part of this terms and conditions. In addition to that, the following terms and conditions will become part of the offer for the job on 'Training in IT upgrades across the organization' at various levels in REC.
- 1.1** Financial Bids will only be opened in such cases which have the criteria laid down in Technical Bid.
- 2.0 Technical Bid should indicate following capabilities:**
- a) A detailed syllabus may be provided by the bidder on the lines of model syllabus. It can be improved upon, MS outlook can be added. The course deliverables have to be precise and quantifiable.
 - b) Course syllabus ie. MS office -2007. Within the overall frame of the Course syllabus, (a copy of the model overall course syllabus is attached), each batch will have a customized syllabus depending on their entry level skills.
 - c) An efficiency test at entry and exist level has to be conducted and the summary of the same has to be provided to REC. This should ensure pre training skill proficiency and post training skill proficiency on comparative basis. Test models may be provided.
 - d) Should have its branch network in state capitals, wherever REC project offices are located. .
 - e) Should be in position to provide trainers for Customized coaching to the senior executives at REC Corporate Office in their chambers for 8 to 10 hours. Should be able to provide training to tentatively 20 to 25 batches in classroom and 350 hours for customized coaching to around 35 senior executives.
 - f) Provide the detailed profile of training organization
 - g) Provide details of faculty available for training programme along with their CVs including exposure of conducting such programmes, participants feed back etc.
 - h) Execute the training program with 80% of the sessions based on hands on training and remaining 20% theory sessions.

- i) The training program of 4 week duration will be conducted in two spells of two days each so that participating officers can come back with sufficient practice of the class room exercises given. In exceptional cases, it will be on continuous basis.
- j) Should have conducted similar training programs for at least 5 CPSU/Companies of repute (details of which should be given) in recent past.
- k) Core Business strength in IT Training with focus in Corporate Training. Large scale IT Training solution provider to Corporates. This should be quantify.
- l) International affiliations with Microsoft etc. for Training support and certification.
- m) IT Training Business Annual Turnover not less than Rs.25 crore (financial year). Evidence/Balance Sheet to be given.
- n) State of the Art physical training infrastructure support for delivery of customized training programmes. Availability of Class Room/Labs.
- o) The Institute should be able to provide training to tentatively 20 to 25 batches in classroom and 350 hours for customized coaching to around 35 senior executives.
- p) The Institute should provide the details of venue and time required to execute the job (training programs) on offer.

3.0 Financial Bid should contain

- 3.1 Training charges for holding the programme with details of course fee.
- 3.2 Each batch may have around 20 participants. The course fees would be on per person basis.
- 3.3 The course fee should be all-inclusive. It should include the cost of course kit, faculty conveyance, tuition fee, educational aids like one computer to each participant in the class room, training venue, refreshment working lunch during the program and any other cost associated with organising the training programme. It excludes traveling and accommodation facility to the participants. REC will provide the same wherever it is applicable.
- 3.4 Mode of payment will be 50% per batch basis before commencement of each programme and balance on receiving the completion report which includes participants feed back,
- 3.5 Course directors report on the level of skill of each participant, Entry and exit level of skills by the participants as revealed through a test.

3.6 The last date for receipt of limited enquires is 20th October 2008 2.00 P.M. The Technical Bid will be opened on the same day i.e. 20.10.2008 at 3.00 P.M. The financial bids of those who qualify the criteria in Technical Bid will be opened on 30.10.2008 at 3.30 P.M. These bids will be opened in the presence of representatives of Bidders.

3.7 REC reserves the right to limit/reduce the number of programmes at any stage without assigning any reasons.

4.0 Settlement of Dispute

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

5.0 Conciliation

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

6.0 Arbitration

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

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

- 6.3 All disputes shall be resolved by Arbitration conducted under the Arbitration and Conciliation Act, 1996 by an Arbitral Tribunal comprising 3 arbitrators – Each party appointing one arbitrator and the two co-arbitrators appointing the third Arbitrator.
- 6.4 The Arbitration proceedings shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this Clause.
- 6.5 The language of proceedings, documents or communications shall be English and the award shall be made in English in writing.
- 6.6 The venue of Arbitration proceedings shall be New Delhi and parties would share the cost of arbitration proceedings including fees of the Arbitrators.
- 6.7 The fees and other charges of Arbitrators shall be as per the standard schedule of fees fixed by REC and shall be shared equally between REC and the Supplier.

7.0 Settlement through Court

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

8.0 Jurisdiction of Court

- 8.1 The courts of Delhi will have exclusive jurisdiction to try and entertain suits between the parties under the Contract.

9.0 REC's Right

9.1 REC reserves the right to reject lowest quotation or all the quotations or accept any quotation or part thereof without assigning any reason. Further BOM as indicated in this Tender Document is subject to change determined by the needs of REC.

10.0 Evaluation of Bid

10.1 Initially the technical bid would be opened. Financial bids of only technically qualified firms would be opened at a date and time to be informed to the technical qualified bidders. The L1 bidder will be arrived at on the basis of the grand total. REC may use quantity, unit rate, and tax to recalculate the Sub Total/Grand Total.

10.2 Notwithstanding the above, REC shall reserve exclusive discretion to accept or reject any bid offer without assigning any reason. The dispute(s) regarding not awarding of work to any particular Contractor shall not be Arbitrable in terms of Clause 13 above.

10.3 Chief Manager, Training (HR), REC, New Delhi shall be the In charge for the work and his decisions shall be final and binding regarding any matters related to the terms of this tender/contract.

10.4 The award of work shall not be assigned, transferred or sub-delegated to other Contractors except with the written approval of REC. However, this clause shall not apply to purchase of equipments and material for the performance of work.

10.5 The Contractor / Vendor shall indemnify REC against all the losses, destruction or damages to any property or injury caused or death of any person caused by the negligent act or omission of the Contractor / their Employees agent or sub-contractors.

10.6 REC reserves the right to enter into a rate contract with L1 bidder for items and services initially for a period of 6 months which may be extended further as per the future requirements.

Signature of Bidder
Name & Designation:

Company Seal