

**Request for Proposal
(Invited through e-Tendering mode only)**

For

Engagement of Agency for providing Cloud Hosting Space with Managed services, Operations & Maintenance support for hosting Application of Project Management, Monitoring & HRMS (Web Based) for one year.

No. RECTPCL/CLOUDSERVER/2017-18/

Dated: 07.12.2017

REC Transmission Projects Company Limited

(A wholly owned subsidiary of REC, a 'Navratna CPSE'
Under the Ministry of Power, Govt of India)

ECE House, 3rd Floor, Annexe – II, 28A,
KG Marg, New Delhi- 110001
Website: www.rectpcl.in

Description of task, e-tender submission format and procedure is provided in the Financial Bid document available on RECTPCL website (www.rectpcl.in), REC website (www.recindia.com), e-tendering website (www.tenderwizard.com/REC), (www.eprocure.gov.in)

Important Dates	
Date of Release of Bid Document	07.12.2017
Date of Pre-Bid Meeting	11.12.2017 at 1500 Hrs IST
Last date of submission of Bid	15.12.2017 up-to 1500 Hrs IST
Date of Opening of Technical Bid	15.12.2017 up-to 1530 Hrs IST
Date of Opening of Financial Bid	Will be intimated separately

Disclaimer: The procurement of services is not on open tender invitation basis and the offers are sought only from limited parties. Therefore, only those bidders can submit offers/bids who have been invited for Bidding Documents by REC Transmission Projects Company Ltd. Bids received from any other bidder will not be considered and shall be returned to such bidders unopened.

Note:

Online registration shall be done on e-tendering website i.e. www.tenderwizard.com/REC & in general, activation of registration may take 24 hours subject to the submission of all requisite documents required in the process.

Important Notice

1. An incomplete and/or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest with seal the original tender document as an acceptance of the TENDER terms and conditions and submit the same along with the tender response. In case of a noncompliance the response is liable to be ignored/ summarily rejected.
3. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website www.tenderwizard.com/REC or from e-tender link given in RECTPCL/REC Website, viz, <http://www.rectpcl.in>, <http://www.recindia.nic.in>

Note:

- a) To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with RECTPCL through Tender Wizard Website given above. Please also note that the bidder has to obtain digital signature token for applying in the tender. The vendor may obtain the same from Tender Wizard.

The steps to be followed for the registration process are given below:

1. Go to website <http://www.tenderwizard.com/REC>.
 2. Click the link „Register Me’.
 3. Enter the detail about the bidder as per format.
 4. Click 'Create Profile'.
 5. Bidder will get confirmation with Login-id and Password
- b) Steps for application for Digital Signature from Tender Wizard are given below:
 1. Download the Application Form from the website <http://www.tenderwizard.com/REC>. Follow the instructions as provided.
 2. In case of assistance please contact the person under “contact us”.
 - c) To aid bidders, the detailed bidder manual on submission of E-Bid can be downloaded from <http://www.tenderwizard.com/REC>.

NOTE: The Bidders are advised to obtain digital signature (Level 3) and register themselves at www.tenderwizard.com/RECTPCL in advance. Please note that RECTPCL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.

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SECTION-I (GENERAL INFORMATION)

INTRODUCTION:

REC Transmission Projects Company Limited (RECTPCL) is a wholly owned subsidiary of Rural Electrification Corporation Limited, a Navratna Public Sector Undertaking, and was incorporated on 8 January 2007 as public limited company. RECTPCL's registered office is situated at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi-110003, India. RECTPCL is engaged inter -alia in the business to promote, organize or carry on the consultancy services and/ or project implementation in any field relating to transmission and distribution of electricity in India or abroad.

RECTPCL is intending to get a cloud hosting space for hosting a newly developed web based Project Management, Monitoring & HRMS application.

Important information

S. No.	Event	Information to the agencies
1	Publication of Tender	07.12.2017
2	Date of Pre-Bid Meeting	11.12.2017 at 1500 Hrs IST
3	Last Date & Time for online Submission of Bid	15.12.2017 up-to 1500 Hrs IST
4	Date of Opening of Technical Bid	15.12.2017 up-to 1530 Hrs IST
5	Date of Opening of Financial Bid	Will be intimated separately
6	Tender Document	The details can be downloaded free of cost from the websites www.rectpcl.in (or) www.recindia.com (or) www.tenderwizard.com/REC (or) www.eprocure.gov.in
7	Address for Bid submission	Shri. Bhupender Gupta, Addl. CEO REC Transmission Projects Company Limited ECE House, 3 rd Floor, Annexe – II, 28A, KG Marg, New Delhi- 110001 Tel: 011 – 47964796, Telefax: 011-47964747 Email- bhupender.g@gmail.com
8	Contact Person	Shri. Amit Chatterjee, Deputy Executive Engineer REC Transmission Projects Company Limited ECE House, 3 rd Floor, Annexe – II, 28A, KG Marg, New Delhi- 110001 Tel: 011 – 47964796 Email-amitchatterjee141985@gmail.com

SECTION-II INVITATION OF BIDS

Sealed online bids in two parts, Part 1: Earnest Money Deposit (EMD), Documents named as "Eligibility Criteria & Technical Bid & Tender No." and Part 2: Financial Bid, documents names as "Financial Bid & Tender No." valid for 120 days are invited from interested firms."

A. Eligibility / Pre - Qualification Criteria

- i. The bidder should have fully operational office/ Head Office/ Branch Office in Delhi/NCR.
- ii. The bidder shall be the single point of contact for RECTPCL and shall be solely responsible for providing services, support, warranties etc.
- iii. The Cloud Service Provider should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (<http://meity.gov.in/content/gi-cloud-meghraj>) for Cloud Service providers (CSPs).
- iv. Cloud Service Provider's Data Centre should be ISO 9001 : 2000 & ISO 20000-1 certified and Certification under process will not be considered.
- v. The bidders should have average annual turnover of at least an average value of Rs. 5 Crore (Rupees Five Crores Only) during the last four years, ending 31st March of the previous financial year. The turnover refers to a bidder and not the composite turnover of its subsidiaries / sister concerns etc.
- vi. Bid should accompany an Earnest Money Deposit (EMD) of Rs 10,000/- (Rupees Ten Thousand Only) in the form of a BG/ Demand Draft/Banker's cheque drawn on a Scheduled commercial bank in the favor of 'REC Transmission Projects Company Limited' payable at New Delhi. Cheque, Money orders or Cash etc. shall not be accepted as EMD. (The bidders 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).
- vii. Bidder should submit valid documentary proof of Goods & Service Tax registration number and the details of income tax registration number (PAN).
- viii. The bidder must have successfully executed similar cloud project of following value for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Private Sector in India as main contractor during the last four financial years ending on last day of previous month of bid submission (Attach copy of purchase/ work order/ completion certificate):
 - a. Single order of value of Rs 4.0 Lac
 - OR**
 - b. Two work orders each of Rs 2.5 lac
- ix. The bidder must submit compliance sheet for the attached technical specification of required services. In case of a deviation or non-submission of compliance sheet the bid is liable to be summarily rejected.

B. Common Notes:

- 1.1 Undertaking for subsequent submission of any of the above documents will not be entertained.
- 1.2 RECTPCL 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 RECTPCL shall result in summary rejection of the bids and/or termination of the contract with imposition of the contract clauses on the bidder by RECTPCL 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 document.
- 1.3 The bidder must fulfill the above eligibility criteria/ pre-qualification conditions. Financial bid of the bidders, fulfilling the pre-qualification conditions & obtaining technical clearance will only be opened for evaluation.
- 1.4 The Bid will be opened at REC Transmission Projects Company Limited, ECE House, 3rd Floor, Annexe – II, 28A, KG Marg, New Delhi- 110001 on the same day & time (i.e. last date of submission of the bid) or as notified later in the presence of bidders who choose to be present.
- 1.5 RECTPCL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all responses at its sole discretion without assigning any reason whatsoever.
- 1.6 RECTPCL is not bound to procure and provide any hardware/ networking/ software/ infrastructure equipment/ other products as suggested and/or specified by the bidder in their proposed solution.
- 1.7 The bidder shall bear all costs associated with the preparation and submission of its bid, and RECTPCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process.

SECTION-III - SCHEDULE OF REQUIREMENTS

A. **Scope of the Work** - The other important aspect within the scope of work are as follows:

Sl. No.	Scope of Work – Description
1	<p>To provide Cloud Hosting Space as per RECTPCL requirement give below: -</p> <p>Total No of Server: 02 Nos</p> <p>01 Nos of Application Server: (Cloud based dedicated server)</p> <p>OS: Linux- Centos (6.7)/Ubuntu [14.04]/RHEL(6.5)/Windows- Windows's server 2012 RAM: 32 GB RAM HDD: 500 GB ' Core: 8 core</p> <p>01 Nos of Database (DB) Server: (Cloud based dedicated server]</p> <p>OS: Linux- Centos(6.7) Ubuntu (14.04)/RHEL[6.5]/Windows- Windows's server 2012 RAM: 32 GB RAM HDD: 500 GB Core: 8 core</p> <p>SMS & Email: The application has the facility to disseminate predefined SMS & Email to the defined users of the application. Hence, the specific services shall be provided by the bidder.</p> <p>All necessary Operations & Maintenance Support for RECTPCL deployed project from empaneled Cloud Service providers (CSPs) listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (http://meity.gov.in/content/gi-cloud-meghraj).</p>
2	<p>Configuring the server/virtual machines (VMs) as per RECTPCL requirement</p> <ol style="list-style-type: none"> a. CPU/Virtual machine b. RAM c. Provide Data transfer facility as per requirement / Dedicated Bandwidth d. Antivirus installation and configuration e. Configuring port as per requirement of RECTPCL
3	Provide firewall and IPS for enhanced security & privacy.
4	To capture and retain snapshot of the data and application. Facility of Point in time recovery of data and application from the snapshots.
5	Provide Full Root / Administrator Access of the operating system and Assist application vendor to install application and database, resolving any issue pertaining to scope of the bidder.
6	Install custom software/database software/ front end tool (if any) as per requirement of the portal
7	On demand additional memory and storage space for up gradation.
8	The setup should comply to RECL ISMS security policy for ISO 27001:2013
9	The bidder should have offered cloud service from the Data center located in India.

10	The CSP will install an Enterprise Management System to help in measurement of SLAs.
11	Establishment of a secured environment and deployment of any application/database software releases/ patches/ changes.
12	Knowledge transfer and Handing Over as and when required.
13	Security: Various levels of security should be provided by the Cloud Service Provider for ensuring the security & privacy of the application to be hosted in the cloud server arrangement.
14	<p>Self Service Portal: Cloud service provider have to provide all managed services, however RECTPCL may ask to give access for Self Service Portal with the following options: -</p> <ul style="list-style-type: none"> - Firewall Management / IP management - Cloud Server management - Upgrade / Downgrade Capacity (CPU/RAM/Disk) - Start / Stop Servers - Auto scaling (Trigger Based / Schedule Based) - Online Real-time Performance Utilization Reports - CPU Reports/ RAM Reports - Network Bandwidth Reports
15	<p>Service Level Agreement (SLA): The selected Vendor/Cloud Service provider (CSP) must ensure 99.5% uptime of the complete system on a 24x7x365 basis excluding planned maintenance time/scheduled maintenance time with prior approval. The scheduled maintenance time should not be during 12X6X365 time frame (8AM to 8PM Mon to Sat). Further, scheduled maintenance time shall be planned with the prior permission of RECTPCL.</p> <p>The SLA is proposed to be performance based. For purposes of calculation of SLA and definitions & terms are defined as below:</p> <ol style="list-style-type: none"> a. "Uptime" shall mean the time period for which the IT Infrastructure solution along with specified services / components with specified technical and service standards are available to RECTPCL as per scope of work for complete solution for which work order awarded. Uptime (in %), can be calculated as: $\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$ b. "System Downtime" shall mean the time period for which the IT Infrastructure solution and/or specified services / components with specified technical and service standards are not available to RECTPCL. This includes Instance, VMs, Firewall etc. and any other IT and non-IT infrastructure, their sub components etc. at all project locations etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc. c. The selected bidder will be required to schedule 'planned maintenance time' with prior approval of RECTPCL. This will be planned outside working time. In exceptional circumstances, RECTPCL may allow the managed service provider to plan scheduled downtime in the working hours (if required).

16	<p>24 Hour Support: The selected Vendor/Cloud Service provider (CSP) should offer 24x7x365 days uninterrupted service as per Scope of work and Terms & conditions of this tender. The selected vendor/Cloud Service provider should maintain phone numbers with a ticketing system for getting technical support and escalation process. The Cloud Service provider should provide a relationship manager to handle all support services and should be capable of resolving any service deficiency / issue which we can escalate and get resolved to our satisfaction.</p>
17	<p>Execution of Offer:</p> <ol style="list-style-type: none"> a. Execute as per Scope of work b. To maintain Service Level Agreement (SLA) of the entire setup of RECTPCL for which purchase/work order was issued c. To maintain 12x6x365 (8AM to 8PM) Help Desk Support, Trouble Ticket System, Incident Response. d. Assist/Co-ordinate with other existing and future vendor of RECTPCL within its scope boundary.
18	<p>Future Updates:</p> <p>The Bidder/selected vendor is required to provide, install and commission all software up gradations/ enhancements from time to time, during project duration, free of cost to Purchaser/RECTPCL. Any up gradation in application shall be made available to RECTPCL without any additional cost.</p> <p>All the incidental expenses for making systems operational will be the sole responsibility of select vendor without any additional cost.</p>
19	<p>Period of Contract:</p> <ol style="list-style-type: none"> a. The selected vendor shall enter into a lumpsum contract with RECTPCL for the quoted items during the contract period extended or otherwise. b. The initial contract period shall be one year from the date of successful hosting of Application in Cloud Server and Joint Acceptance Testing of setup. Go Live of the application. On satisfactory performance as ascertained by RECTPCL the work order/contract can be extended for a further period of one year on same terms and condition including financial terms. c. Support Services may be required for RECTPCL Office in India.

SECTION IV - TIMELINES FOR IMPLEMENTATION

Time line for implementation:

Sl. No	Phase	Time Duration	Activity
a.	Stage I	Within 05 days from issuance of work order	Allocation of the resources (hardware/software) including installation, configuration and commissioning of resources at specified location.
b.	Stage II	Within 10 days from issuance of work order	Hosting of Application in Cloud Server and Joint Acceptance Testing of setup. Go Live of the application.
c.	Stage III	12 months from the date of Go-live of the Project Management, Monitoring & HRMS (Web Based) Application.	Comprehensive Cloud Hosting Services & Warranty Maintenance / Support Period starts for resources (hardware / software) after completion of Joint Acceptance testing & Go Live of the application along with SMS/Email services.

The system will be considered “GO Live” as once it will achieve its full functionality, as described above, and is made live & functional.

SECTION V - TERMS OF PAYMENT

The payment to the Bidder for the performance of the works under the contract will be made by RECTPCL as per the guidelines and conditions specified herein. The final payment will be made on completion of all the works and on fulfillment by the agency obligations under the contract subject to acceptance by RECTPCL.

The payment will be made to successful Bidder after the award of work, in the following manner: -

- a) No advance payment shall be made.
- b) Payment for Comprehensive Cloud Hosting Services (CHS) & Warranty Maintenance / Support Period will be released on **monthly pro-rata basis after completion of the month** (Starting from Go-Live date) on raising of invoice by the vendor along with deliverable and supporting documents.
- c) Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. 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.
- d) All relevant proof of delivery, installation and acceptance testing duly signed by the concerned officer at RECTPCL office, Performance Bank Guarantee etc. to be submitted by the successful bidder for processing of payment.
- e) All Payments shall be made in Indian Rupees only.

Deductions on breach of SLA will be as follows:

S. No.	Service Level Objective	Measurement Methodology /	Target/Service Level	Penalty (Indicative)
Service Levels for CSP				
Availability/Uptime				
1.	Availability/Uptime of cloud services Resources	Availability (as per the definition in the SLA) Measured with the help of SLA reports provided by CSP	>=99.5%	Default will attract penalty as indicated below: <ul style="list-style-type: none"> • <99.5% & >=99% (10% of the<<Periodic Payment>>) • < 99% (30% of the <<Periodic Payment>>)

SECTION VI - GENERAL TERMS AND CONDITIONS

In addition to above other general terms and conditions are as below:

Clause No.	Heading	Description/ Details
1.	Pre-Bid Meeting	<p>Pre-Bid Meeting will be held at REC Transmission Projects Company Limited, ECE House, 3rd Floor, Annexe - II, 28A, KG Marg, New Delhi-110001 on the date & time specified on cover page or notified by RECTPCL. Pre-Bid Clarifications/ Corrigendum/ Addendum etc will be posted on RECTPCL website for perusal by all prospective bidders and no individual communication will be sent in this regard. The prospective bidders can also seek clarifications, if any, during Pre-Bid Meeting by submitting the same in writing to: Shri. Bhupender Gupta, Addl. CEO, RECTPCL.</p> <p>a) Relevant Clarifications up to Pre-Bid Meeting will be deliberated by RECTPCL, at its discretion. No clarification can be sought and/or entertained by RECTPCL after the pre-bid meeting in any sort/manner/ kind.</p> <p>b) Any clarifications/ Corrigendum/ Addendum etc. subsequent to pre-bid conference will be posted on RECTPCL website viz. http://www.rectpcl.in and no individual communication will be sent. Posting on the website deemed to have communicated to all prospective bidders.</p> <p>c) The clarifications/ Corrigendum/ Addendum etc. thus communicated will form an integral part of the RFP and succeed the relevant clauses for future reference.</p> <p>d) Any irrelevant/ ambiguous/ mischievous clarification as determined by RECTPCL at its sole discretion will not be entertained and may not be clarified and/or deliberated.</p>
2.	Preparation of Bids	<p>Eligibility Criteria/ Pre-qualification documents, EMD, Technical Bid and <u>Financial Bid to be submitted through online mode on website www.tenderwizard.com/REC and one hard copy of Eligibility Criteria/ Pre-qualification documents and Technical Bid only along with EMD should</u> be put in separate envelopes duly sealed. The content inside 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. The respective envelopes should also have "DO NOT OPEN BEFORE...." Superscribed in the front with the date of opening.</p> <p>NOTE: FINANCIAL BID TO BE SUBMITTED AS PER FORMAT THROUGH ONLINE MODE ONLY</p> <p>The bid shall be valid for a period of 90 days from the date of last submission of bid for this tender shall essentially comprise of the</p>

following and should be submitted online, the same should be digitally signed and separately duly signed hard copy as per the method specified above should be submitted at the stipulated location on or before the last date of submission on or before the stipulated time:

1. Eligibility Criteria/ Pre-qualification documents to be submitted online as well as hard copy.
2. EMD to be submitted online (scanned copy of DD/BG) as well as hard copy (Original DD/BG).
3. Technical Bid Response Form, Undertaking and Supporting Documents including all Annexures to be submitted online as well as hard copy.
4. The Technical Compliance to be submitted online as well as hard copy as per tender requirements and scope of work and technical specifications.
5. **Price Bid Response Form and Price Schedule as per attached Annexure to be submitted ONLINE ONLY**

Note:

1) The bidder should note that the hard copy should not have any pricing details, In case of a default/ failure the sealed financial bid will be returned to the bidder unopened at the time of opening of bids and in case the financial bid is unsealed etc the bid shall be summarily rejected.

Any bid not received both online as well as in prescribed physical form will be summarily rejected

2) The documents should be complete in all respect and must be free from any ambiguity, cutting, and use of correcting fluid or overwriting.

3) An authorized representative of the firm shall initial and stamp all pages of the bid proposal. Authorization letter for signing the proposal/tender documents should be attached.

4) The Financial Bid (Effort Estimation) has to be submitted online only. If the financial bid (Effort Estimation) is submitted in physical form, the bid will be out rightly rejected.

5) For preparation of Bid Proposals, Bidders are expected to examine the bidding document in detail and it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

6) If the bidder fails to submit the requisite information/clarification, if sought within prescribed time, the bid shall be treated as non-responsive bid and shall be rejected.

7) The bidders are requested to submit their competitive offer as per requirement along with all the requisite documents duly signed as a token of acceptance of the Broad Scope of Work, Terms & Conditions and E-bid process.

		<p>8) The bidding document shall remain the exclusive property of RECTPCL without any right of the bidder to use them for any purpose except bidding and for use by successful bidder with reference to the work.</p> <p>9) Alternative Bids shall not be considered.</p> <p>10) RECTPCL reserve right to ask to submit any document if desired so at any stage & also the right to verify/confirm all original documents & failure to produce the same within the period as and when required and notified in writing by RECTPCL shall result in summarily rejection of the bid.</p> <p>11) Engagement with RECTPCL does not confer any right to the agencies to be invited for participating in any bids, tender etc. floated by RECTPCL. RECTPCL reserves the right to call bids/assign work/ associate the agency(ies) in any area as may be deemed fit by RECTPCL depending upon the profile provided by the agencies and requirement of assignment</p> <p>12) Acceptance of the application(s) constitutes no form of commitment on the part of RECTPCL. Furthermore, this acceptance of the application confers neither the right nor an expectation of minimum order within the proposed project.</p> <p>13) RECTPCL reserve the right to call for fresh tenders/financial bid invitation at any stage and /or time as per the present and /or envisaged RECTPCL requirements even if the tender is in evaluation stage or in any stage.</p> <p>14) RECTPCL reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason for the same.</p>
3.	Submission of Bids	<p>The bids completed in all respects should be submitted online and hard copy shall be addressed to Shri. Bhupender Gupta, Addl. CEO, RECTPCL shall be submitted in RECTPCL Office, marked for the same, kept at the RECTPCL main reception entrance at the following address latest by the date and time mentioned in front page of this document/as notified by RECTPCL. RECTPCL does not own any liability if the response is submitted somewhere else and not reached to the addressee within due date and time.</p> <p>REC Transmission Projects Company Limited, ECE House, 3rd Floor, Annexe – II, 28A, KG Marg, New Delhi- 110001New Delhi – 110 003</p>
4.	Deadline for Submission of Bids	<p>i. Bids must be received by RECTPCL, both on-line and physical 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 RECTPCL, the bids will be received up to the appointed time on the next working day.</p> <p>ii. The RECTPCL may, at it's discretion can extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the RECTPCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>

5.	Late & and Delayed Bids	Late submission of Bid Proposals, for whatsoever reasons, after the due date and time for submission shall not be considered. Offers sent by Fax/e-mail etc. will not be considered.
6.	Opening of Bids	<p>The bids will be opened at REC Transmission Projects Company Limited, ECE House, 3rd Floor, Annexe – II, 28A, KG Marg, New Delhi- 110001New Delhi – 110 003 at the date and time mentioned on the cover page or notified by RECTPCL in the presence of bidders who choose to be present.</p> <p>RECTPCL will open the EMD and Application money/ Cost of Bid document (if any), Eligibility Criteria/ Pre-qualification documents in the presence of bidders’ representatives who choose to attend at the time of opening.</p> <p>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.</p>
7.	Evaluation of Technical Bid	<p>a. RECTPCL will evaluate Technical bids of only those bidders who’s EMD is found to be in order and who have been found to be eligible/ pre-qualified after eligibility/ pre-qualification evaluation.</p> <p>b. Detailed technical evaluation will be carried out pursuant to technical specification mentioned in "<u>TECHNICAL BID & compliance to the STANDARD FORMS.</u>"</p> <p>c. A bid determined as not substantially responsive may be rejected by RECTPCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p>
8.	Opening of Financial Bids	<p>1. I. RECTPCL will open the financial bids of only those bidders, which have been found to be eligible & technically qualified to undertake the job.</p> <p>2. The Financial Bids of the eligible & technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on the specified date and time and Venue.</p> <p>3. The date and time of opening of financial bids shall be informed to the technically qualified bidder.</p>
9.	Evaluation and Comparison of Bids	<p>a. The comparison shall be of all-inclusive price, such price to include all costs as well as duties and taxes paid or payable.</p> <p>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 bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. However, while the placement of order the lower of the two shall be taken as the price of the respective item. In case, the bidder has not quoted for all the line items as mentioned in the price bid, the highest figure quoted for that line item by any other bidder will be taken for evaluation/ comparison and at the time issuing purchase order, in case the bidder becomes Lowest bidder, the lowest figure quoted in the line item by any other bidder will be mentioned in the purchase /work order. In case, compliance of any clause is not specifically mentioned, the same will be treated as deemed compliance by the bidder.</p>

		<p>c. The LQ1 will be arrived in the following manner:</p> <ul style="list-style-type: none"> ➤ Grand Total calculated / arrived at, as specified in the Finance Bid Price schedule Annexure, Grand Total will be compared for arriving at the LQ1 bidder.
10.	Taxes & duties	<p>The bidder 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 RECTPCL. Similarly, if there is any increase in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to the select vendor on their request.</p>
11.	Liquidated Damages (LD) for Delays:	<p>i. <u>LD for initial Setup for Go-Live:</u></p> <ul style="list-style-type: none"> a. Time is essence of the contract. The successful bidder must providing Cloud Hosting Space, Managed services and Operations & Maintenance support for Project Management, Monitoring & HRMS (Web Based) Application. Any Failure to the defined timeline for implementing the scope as per the bid document with the stipulated time frame will entail a liquidated damage equal to 2.5% of the value of the defaulted service per week or part thereof 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, RECTPCL will have the right to cancel the order and/or forfeit the EMD/ revoke the performance / any other bank guarantee (if any) etc. c. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, RECTPCL will have the right to cancel the order and blacklist the bidder from supplying and products/ services to RECTPCL for a period as decided by RECTPCL. RECTPCL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor. <p>ii. <u>LD for breach of SLA:</u></p> <ul style="list-style-type: none"> a. Penalty will be deducted on breach of SLA based on the uptime for the quarter i.e. 0.1% breach during the month will result into 1% deduction of penalty from the amount due of that quarter, for purposes of calculation of SLA formula given above will be used. b. During Comprehensive Service Period (CSP), problem/issue (if any) reported should be attended/ responded by support team in 04 hours from the time the problem/issue is reported and should be corrected /fixed with in Next Business Day from the day the problem/issue is reported. c. Any Failure to resolve the issue within stipulated time will render the vendor liable for levy of liquidated damages @1% of contract value subject to a maximum of 10% of contract value. The penalty, if any, shall be deductible from available Performance Bank Guarantee.

12.	Performance Security/Bank Guarantee (PBG)	<ol style="list-style-type: none"> I. The selected Bidder shall furnish Performance Bank Guarantee to the RECTPCL for an amount of 10% of the contract value valid for a total period of services plus three months. The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, penalties etc. II. Bidder has option to convert balance 10% payment as PBG to be retained with RECTPCL against PBG. III. RECTPCL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract. IV. The performance security shall be in the form of a Bank Guarantee from a Scheduled Bank (Annexure- D) having its branch at Delhi/ New Delhi or in the form of a Bank Draft in favor of RECTPCL. Drawn on a scheduled commercial bank, payable at New Delhi. V. In case, the vendor is called upon to deposit the Performance Guarantee and if the vendor fail to furnish the same within the prescribed period, such failure will constitute a breach of the conditions and RECTPCL shall be entitled to forfeit the EMD without prejudice to any other right to damage that the company may have in the matter. VI. In the event of any correction of defects or replacement of defective equipment during support/warranty period the support/warranty of the corrected/replaced equipment shall be effective from the date of replacement. VII. If the system fails in Preliminary Acceptance, due to reasons entirely attributable to the vendor, the RECL may consider termination of the Contract, and forfeiture of the Vendor's performance security in compensation for the extra costs and delays likely to result from this failure.
13.	Quantity Required	<ol style="list-style-type: none"> I. RECTPCL reserves the right to order any subset or super-set of the tendered items. II. Quantity as indicated in this document is subject to change determined by the needs of the RECTPCL.
14.	TURN-KEY	This project is to be executed on a TURN-KEY BASIS.
15.	Award Criteria	The RECTPCL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the technically qualified and lowest quote evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
16.	Duration / Period of Contract	The contract period will be for 12 months and 10 Days from the date of the award of contract, 10 Days for Allocation of the resources (hardware/software) including installation, configuration & Commissioning of resources and Hosting of Application in Cloud Server and Joint Acceptance Testing of setup. Go Live of the Application. And, 12 Months Comprehensive Cloud Hosting Services & Warranty Maintenance / Support Period for resources (hardware / software) after completion of Joint Acceptance testing & Go Live of the application which shall be extendable up to additional one year with mutual consent on same rates, terms & conditions at the sole discretion of RECTPCL.

<p>17.</p>	<p>Termination of Contract</p>	<p>I. RECTPCL may at any time terminate the contract, if the selected vendor is unable to provide the services as per the tender/work order/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 tender/work order/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</p> <p>II. RECTPCL 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 REC.</p> <p>III. RECTPCL may by written notice sent to the selected Vendor, terminate the purchase/work 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 RECTPCL's convenience, the extent to which performance of work under the purchase/work order and /or the Contract is terminated, and the date upon which such termination becomes effective. RECTPCL reserves the right to elect :</p> <p style="padding-left: 40px;">a. to have any portion completed at the purchase/work order and/or the Contract terms and prices; and/or</p> <p style="padding-left: 40px;">b. to cancel the remainder and pay to the selected vendor an agreed amount for partially completed services.</p> <p>IV. 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 RECTPCL , should be passed on the compliance by the new company new Division in the negotiation for their transfer.</p> <p>V. RECTPCL at its discretion may terminate the contract on grounds of non- performance by the vendor to provide services as per SLA.</p>
<p>18.</p>	<p>Governing Law and Disputes</p>	<p>I. The parties hereby agree that the Courts at New Delhi shall have exclusive jurisdiction in all matters relating to or arising out under these documents.</p> <p>II. The bids and any contract resulting there-from shall be governed by and construed according to the Indian Laws.</p> <p>III. All disputes or differences whatsoever arising between the parties (i.e. the RECTPCL and the Bidder) out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof, shall be settled amicably. If, however, the parties as above are not able to resolve them amicably, the same shall be settled by arbitration by appointing the Sole Arbitrator by Chairman, RECTPCL, in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall give a reasoned and speaking award. The venue of arbitration shall be New Delhi. The fees and other expenses of the arbitrator shall be equally borne by the parties.</p> <p>IV. The successful bidder shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the RECTPCL.</p> <p>IV. The venue of the arbitration shall be New Delhi and shall be governed by Arbitration and Conciliation Act, 1996 and its amendments from time to time.</p>

19.	Arbitration	<p>If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Chairman, RECTPCL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, RECTPCL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.</p> <p>The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the contract.</p>
20.	Sub-Contracting	Agencies to which work is awarded for providing Cloud Hosting Space, Managed services and Operations & Maintenance support for Project Management, Monitoring & HRMS (Web Based) Application are not allowed to Sub-contract the work to any other parties either in part or full.
21.	SMS & Email	Provide facility for sending approx 30,000 Nos of SMS & 30,000 Nos of Emails yearly to predefined users from the server.
22.	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 RECTPCL's action.
23.	Other terms	Any other terms & conditions, guidelines issued by Ministry of Electronics and Information Technology (MeitY) for Empanelment of Cloud Service Offerings of Cloud Service Providers (CSPs) will also be ipso facto applicable to this tender.

SECTION-VII - TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM
- TECH-2 BIDDER'S ORGANIZATION
- TECH-3 DESCRIPTION OF THE EXPERIENCE OF THE BIDDER
- TECH-4 ELIGIBILITY CRITERIA/ PRE-QUALIFICATION
- TECH-5 TECHNICAL BID - PART 1
- TECH-6 TECHNICAL BID - PART 2

FORM TECH-1 - TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

From: [Name, address and telephone nos. of the bidder]

To:

The Addl. CEO
REC Transmission Projects Company Limited,
ECE House, 3rd Floor, Annexe – II, 28A,
KG Marg, New Delhi- 110001

Sir,

Subject: Engagement of Agency for providing Cloud Hosting Space, Managed services and Operations & Maintenance support for Project Management, Monitoring & HRMS (Web Based) Application for RECTPCL for one year and extendable up to additional one year

We, the undersigned, are submitting our proposal for Engagement of Agency for providing Cloud Hosting Space, Managed services and Operations & Maintenance support for Project Management, Monitoring & HRMS (Web Based) Application for RECTPCL for one year and extendable up to additional one year.

1. We are hereby submitting our Proposal, which includes Technical Proposal, Financial Proposal (online only) under separate envelopes.
2. We confirm that we meet the Selection Criteria set out in your bidding document.
3. We confirm that our proposal is valid for your acceptance for 90 days from date of Technical Bid opening.
4. We confirm that our Proposal is consistent with all the requirements / scope of work as defined in the bidding document.
5. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation or false information / documentation contained in it may lead to our disqualification.
6. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, if any.
7. We undertake, if our Proposal is accepted, to initiate the activities for completion of this assignment as per the time schedule (mentioned in the bid document), from date of issue of LOA issued by RECTPCL.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder (Lead Consultant): _____

Address: _____

Telephone (office): _____

Telephone (Mobile): _____

Fax: _____

FORM TECH-2 BIDDER'S ORGANIZATION

[Provide here a brief description of the background and organization of your firm/entity.]

GENERAL CRITERIA DETAILS

- 1. **THE FIRM** : _____
- 2. **Name** : _____
- 3. **Regd. Address:**
 - a) **Address of Office:** _____

 - b) **Contact Person's**
 - i. **Name & Design.:** _____
 - ii. **Address** : _____

 - iii. **Tel No. Land line/Mobile:** _____
 - iv. **Email ID:** _____
- 4. **Type of Firm:** _____
- 5. **PAN No.** : _____
- 6. **Goods & Service Tax Reg. No.:** _____

Signature.....
Full Name.....
Designation.....
Address.....

Note: The bidder must provide documentary evidence to establish the Eligibility criteria as stipulated in the bidding document

FORM TECH-3 - DESCRIPTION OF THE EXPERIENCE OF THE BIDDER

1. Brief Description of the experience of Bidder

S. No	Name of assignment	Name of client	Date of Commencement	Date of Completion	Project Details
1	2	3	4	5	6

NOTE: Bidder must enclose

- 1. Copy of the LOI/LOA/Agreement along with the completion certificate issued to the Bidder for similar assignments

The bidder shall also give details of other similar assignments and/or on-going assignment in the above format in a separate sheet as annexure for information only.

Signature: _____

Full Name: _____

Address: _____

FORM TECH-4 - ELIGIBILITY CRITERIA/ PRE-QUALIFICATION

(BOTH - ONLINE and HARDCOPY)

Note: Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the authenticity and correctness of the information.

S. No.	Description of Qualification Criteria	Compliance (Yes/No)	Page Numbers	Fill Details and submit documentary evidence
1.	Name of Bidder	NA	NA	
2.	Bidders Office Address	NA	NA	
3.	Contact Person Name	NA	NA	
4.	Contact Person Mobile and Fax	NA	NA	
5.	Contact Person E-Mail address	NA	NA	
6.	The bidder should have office in Delhi or NCR			
7.	The bidder shall be the single point of contact for RECTPCL and shall be solely responsible for providing services, support, warranties etc.			
8.	The Cloud Service Provider should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (http://meity.gov.in/content/gi-cloud-meghraj) for Cloud Service providers (CSPs)			
9.	Cloud Service Provider's Data Centres should be ISO 9001 : 2000 & ISO 20000-1 certified and Certification under process will not be considered.			
10.	The bidder's should have average annual turnover of at least an average value of Rs 5Crore (Rupees Five Crores Only) during the last four years, ending 31st March of the previous financial year. The turnover refers to a bidder and not the composite turnover of its subsidiaries / sister concerns etc.			
11.	Bid should accompany an earnest money deposit of Rs 10,000/- (Rupees Ten Thousand Only) in the form of a BG/Demand Draft/Banker's cheque drawn on a Scheduled commercial bank in the favor of 'REC Transmission Projects Company Limited' payable at New Delhi. Cheques, Money orders or Cash etc. shall not be accepted as . (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).			

12.	Bidder should submit valid documentary proof of Goods & Service Tax registration number and the details of income tax registration number (PAN).			
13.	The bidder must have successfully executed similar cloud project of following value for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Private Sector in India as main contractor during the last four financial years ending last day of previous month of bid submission (Attach copy of purchase/ work order/ completion certificate): a. Single order of value of Rs 4.0 Lac OR b. Two work orders each of Rs 2.5 lac			
14.	The bidder must submit compliance sheet for the attached technical specification of required services/equipment's. In case of a deviation or non- submission of compliance sheet the bid is liable to be summarily rejected			NA
15.	Enclosed Duly Signed Tender Document Copy towards acceptance of tender terms & conditions without any deviations.		NA	NA

FORM TECH-5
TECHNICAL BID - PART 1
(BOTH - ONLINE and HARDCOPY)

S.No	Parameter	Minimum Requirement	Compliance (Yes/No) / Details as Asked
1.	Name Cloud Service providers (CSP)**		
2.	Data Centre Type	Minimum Tier 3 or higher	
3.	Data Centre Location	Data Center in India	
4.	Support	24x7x356 Support through web/email/phone	
5.	Preventive Maintenance	Preventive Maintenance (Daily/Weekly/Monthly)	
6.	Service level guarantee	End-to-End service level guarantee of 99.5% uptime	
7.	On-demand scalability of storage	Availability of On-demand scalability of storage	
8.	Additional instance	Additional OS instance can be deployed within 15 - 30 minutes of receipt of request	
9.	Scalability	Set up and scalability of RAM and CPU within hrs of request	
10.	Bandwidth scalability	Bandwidth Overage Availability	
11.	Access for Audit	Access to Third Party Team for audit	
12.	Access for RECL	Access to Data center should be provided to RECTPCL	
13.	Administrative control	Complete administrative control of the server can be given to RECTPCL, if required	
14.	User access	Root access to the hosted environment will be provided to RECTPCL	
15.	Security	Intrusion Prevention System	
16.	Availability of Management Services	User Management	
		Patch Management	
		Disk Management	
		Log Management	
		Backup Management	
		Scheduled Job Management	
		Performance Management	
Change Management			
17.	Certificate	SSL & Digital Signature Certificate	

**The Cloud Service Provider (CSP) should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (<http://meity.gov.in/content/gi-cloud-meghraj>) for providing Cloud Services

FORM TECH-6

TECHNICAL BID - PART 2

(BOTH - ONLINE and HARDCOPY)

Sl. No.	Item Description	Description of Network Component/ Cloud /Managed Services in Data Center in India as per RECTPCL requirement	Item Unit	Quantity **	Compliance (Yes/No) / Details as Asked
	(A)	(B)	(C)	(D)	(E)
	Network Componen				
1.	Internet Bandwidth	Premium Bandwidth DDoS Protected and Scalable as per requirement	Per Mbps	2	
2.	IP Address	Pool of IPv4 or IPv6 address	Per IP	2	
3.	Shared - Firewal	Shared Firewall	Per Units	1	
	Cloud Componen				
4.	Instance	Number of Instances (Production / Staging for Web Server/Application/Database/	Per Instance	4	
5.	Cores	Number of Cores	Per vCores	8	
6.	Memory	RAM	Per GB	32	
7.	Storage	Storage	Per GB	500	
8.	Load Balancer	Server Load Balancer	Per Units	1	
9.	Operating System(OS) Licenses	OS Licenses for Windows with support for contract period	Per vCore	2	
10.		OS Licenses for Linux (RHEL) with support for contract period	Per Instance	2	

11.		OS Licenses for Linux (CentOS) with support for contract period	Per Instance	2	
12.	Database (DB) Licenses	DB Licenses (Std. Edition) for SQL server ^{\$} with support for contract period	Per vCore	2	
13.		DB Licenses (Std. Edition) DB Licenses for Open Source DB with support for contract	Per vCore	2	
14.	Antivirus Security	Antivirus Security from reputed service provides (Trend Micro/Norton/Mcafee	Per OS	2	
15.	Managed Services	Global Monitoring and Alerting for instances up to virtualization layer Instance, VM, N/w, Firewall, OS, DB, Security Management & Monitoring, troubleshooting and Management for Database (SQL Server/Oracle etc.)	Instance	2	
16.	Security Admin		Setup	1	
17.	System Admin		Instance	2	
18.	Any other component	Cost for any other component required to full functionality of the proposed cloud	Per Units	1	
19.	Certificate	SSL & Digital Signature Certificate	Per Units	1	
20.	Virtual Private Network (VPN)	VPN to connect above RECL setup over secure VPN	Per Units	2	

**** Quantity may vary in according to work orders**

^{\$} Database licenses other than open source will be provided by RECTPCL (if required)

SECTION-VIII - FINANCIAL - STANDARD FORMS

FIN-1 LETTER FOR SUBMISSION OF FINANCIAL BIDS

FIN-2 FINANCIAL BID FORM

FIN-1 - LETTER FOR SUBMISSION OF FINANCIAL BID

To,

Addl. CEO
REC Transmission Projects Company Limited
ECE House, 3rd Floor, Annexe – II, 28A,
KG Marg, New Delhi- 110001

Sub.: Engagement of Agency for providing Cloud Hosting Space, Managed services and Operations & Maintenance support for Project Management, Monitoring & HRMS (Web Based) Application for RECTPCL for one year and extendable up to additional one year

Sir,

1. With reference to your Request for Proposal No. _____ dated _____ for Engagement of Agency for providing Cloud Hosting Space, Managed services and Operations & Maintenance support for Project Management, Monitoring & HRMS (Web Based) Application for RECTPCL for one year and extendable up to additional one year

Further, I hereby certify that-

2. I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
3. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the RECTPCL.
4. Our bid shall remain valid for your acceptance for 90 days from date of Technical Bid opening.

Date:

Place:

Signature:

Full Name:

Designation:

Address:

Form of Contract Performance Guarantee

**Performa of Contract Performance Guarantee
(With due stamp duty if applicable)**

Ref. No. _____

Dated: _____

Bank Guarantee No. _____

To,

REC Transmission Projects Company Limited,
Core-4, Scope Complex,
7 Lodhi Road,
New Delhi – 110 003

In consideration of REC Transmission Projects Company Limited, having its office at Core-4, SCOPE Complex, 7, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as "RECTPCL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and REC having agreed that the Supplier shall furnish to REC a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Purchase Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ plus 60 (Sixty) days of claim period and any claims made hereunder must be received by us on or before expiry date/claim period after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager/ Manager
Seal of Bank

**PROFORMA OF BANK GUARANTEE
FOR BID GUARANTEE**

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.

Bank Guarantee No.

This deed of Guarantee made this _____ day of _____ 200_____ by _____ (Name of the bank) having one of its branch at _____ acting through its Manager (hereinafter called the "Bank") which expression shall wherever the context so requires includes its successors and permitted assigns in favour of REC Transmission Projects Company Limited registered under the Companies Act,1956, having its Regd. office at Core-4, Scope Complex, 7 Lodhi Road, New Delhi-110003 (hereinafter called "RECTPCL") which expression shall include its successors and assigns.

WHEREAS RECTPCL has invited tender vide their Tender Notice No. _____ Dated _____ to be opened on _____ AND WHEREAS M/s _____ (Name of Tenderer) having its office at _____ (hereinafter called the "Tenderer"), has /have in response to aforesaid tender notice offered to (hereinafter called the "Tenderer") has/have in response to aforesaid tender notice offered to supply/ do the job _____ as contained in the tender.

AND WHEREAS the Tenderer is required to furnish to RECTPCL a Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) as Earnest Money for participation in the Tender aforesaid.

AND WHEREAS, we _____ (Name of the Bank) have at the request of the tenderer agree to give REC TPCL this as hereinafter contained.

NOW, THEREFORE, in consideration of the promises we, the undersigned, hereby covenants that, the aforesaid Tender shall remain open for acceptance by RECTPCL during the period of validity as mentioned in the Tender or any extension thereof as RECTPCL and Tenderer may subsequently agree and if the Tenderer for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension thereof as aforesaid or fail to furnish Bank Guarantee for performance as per terms of the aforesaid Tender, we hereby undertake to pay RECTPCL, New Delhi on demand without demur to the extent of Rs. _____ (Rupees _____ only)

We further agree as follows:

- 01 That RECTPCL may without affecting this guarantee extend the period of validity of the said Tender or grant other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender or thereby modify these conditions or add thereto any further conditions as may be mutually agreed to in between RECTPCL and the Tenderer AND the said Bank shall not be released from its liability under these present by an exercise by RECTPCL of its liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance, act or omission on the part of the RECTPCL or any indulgence by RECTPCL to the said Tenderer or any other matter or thing whatsoever.
- 02 The Bank hereby waive all rights at any time in consistent with the terms of this Guarantee and the obligations of the Bank in terms thereof shall not be otherwise affected or suspended

by reason of any dispute or dispute having been raised by the Tenderer (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Tenderer stopping or prevent any payment by the Bank to RECTPCL in terms thereof.

03 We the said Bank, lastly undertake not to revoke this Guarantee during its currently except with the previous consent of RECTPCL in writing and agree that any change in the constitution, winding up, dissolution or insolvency of the Tenderer, the said Bank shall not be discharged from their liability.

NOTWITHSTANDING anything contained above, the liability of the Bank in respect of this Guarantee is restricted to the said sum of Rs. _____ (Rupees _____ only) and this Guarantee shall remain in force till _____@unless a claim under this guarantee if filed with the bank within 60 (sixty) days from this date or the extended date, as the case may be i.e. upto _____all rights under this Guarantee shall lapse and the Bank be discharged from all liabilities hereunder.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ day of _____ 20 at _____

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.
Dated.....