



Rural Electrification Corporation Limited(RECL)
Core 4, Scope Complex, 7 Lodi Road, New Delhi – 110 003

No. REC/IT/93(S)/05/-ERP/SERVER/1

Notice Inviting Tender

For

Supply, Installation, Configuration, Testing, Commissioning, Training, Maintenance and System Integration of Servers, various Equipments and/or Products and on-site Facilities Management for ERP at RECL, Corporate Office, Core 4, Scope Complex, Lodi Road, New Delhi – 110 003.

- (i) Date of Release of Tender :19th January 2008
- (ii) Last Date of Collecting Tenders :01st February 2008
- (iii) Pre-Bid Conference :23rd January 2008
Time : 1100 hours
- (iv) Last Date for Submission of Bids : 04th February 2008
Time : Up to 1430 hours
- (v) Date of Opening of Bid : 04th February 2008
Time: 1500 hours.

Cost of Bid Document: Rs. 5000/-

Rural Electrification Corporation Limited (RECL)
Core 4, Scope Complex, 7 Lodi Road, New Delhi – 110 003

Bid Document No.....

Date of Issue

Fill in the Following Details :

1.Name& Address:.....

Of the Firm

.....

.....

2. Name of the Authorized Signatory(ies):

Important Notice:

1. An incomplete and/or ambiguous and/or late response is liable to be ignored/ summarily rejected.
2. To aid the Bidders in submitting complete offers, a checklist is included in the bid document (Annexure - A). The bidders must fill this and submit along with their bids.
3. The bidder must attest with seal the original bid document as an acceptance of the RFP terms and conditions and submit the same along with the technical bid. In case of a non-compliance the bid is liable to be ignored/ summarily rejected.
4. Bidders can also download this bid document from the RECL web site viz. <http://www.recindia.gov.in> or <http://www.recindia.com> however for a downloaded bid document the cost of bid document viz. Rs 5000/- only is required to be submitted along with the EMD separately in the form of a Demand Draft/ Banker's Cheque payable to 'The Rural Electrification Corporation Limited, New Delhi' drawn on any scheduled commercial bank payable at New Delhi.

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SECTION - I

INVITATION TO BID

OBJECTIVE

Rural Electrification Corporation Ltd. (RECL) is in the process of implementation of ERP based Integrated Information Solution (IIS) being provided by TCS led consortium with ORACLE. RECL has its Corporate Office at Core-4, SCOPE Complex, 7 Lodi Road, New Delhi 110003, India and at Palika Bhavan annex at R K Puram. RECL has also 17 Zonal / Project Offices through-out India and one Training institute viz, Central Institute of Rural Electrification (CIRE) at Hyderabad. The detail office addresses can be had from the RECL's web site.

Sealed bids in two parts, Part 1 : Earnest Money Deposit (EMD), Documents named as "Eligibility Criteria" & Technical Bid and Part 2 : Financial Bid valid for 180 days are invited from OEMs of servers or their channel partners potential suppliers of IT hardware products and software products with proven capabilities for **Supply, Installation, Configuration, Testing, Commissioning, Training, Maintenance and System Integration of Servers, various Equipments and/or Products and on-site Facilities Management at RECL, Corporate Office, Core 4, Scope Complex, Lodi Road, New Delhi – 110 003**, for ORACLE 11i E- Business Suite ERP, with no single point of failure and maintaining highest level of reliability and availability. The detail technical specification are given in Annexure-K.

The above IT infrastructure is being established in connection with implementation and running of the following modules of ORACLE 11i E- Business Suite at RECL:

- Oracle Financials
- Oracle Loan Accounting
- Oracle Payroll
- Oracle Project Management
- Oracle Purchasing
- Oracle Inventory

- Oracle Portal
- Oracle Discoverer and DBI

Total number of named users envisaged at present are 125 which may extend to 500 or more in due course. The above IT infrastructure will also be utilized for driving other IT based applications and services like mail & internet facility etc.

The equipments will be initially installed, commissioned at RECL CO and integrated with CO LAN. Subsequently the systems will be re-located and re-commissioned at a full fledged Data Centre located at NCR at a later stage. The bidder has to take overall responsibility of the entire work of initial installation and re-location as mentioned above. However, shifting of equipments are at sole discretion of RECL.

| Clause | Heading | Description/ Details |
|--------|---------------------------------|---|
| 1.0 | Major Components of work | 1.0.1 Supply, Installation, Configuration, Testing, Commissioning, Training, System Integration and 3 years of comprehensive on-site warranty maintenance plus 3 years of comprehensive on-site maintenance (the latter at the discretion of RECL) for Servers, all Equipments and/or Products as per the requirements specified in Section II- 'Schedule of Requirements' and Annexure K – 'Technical Specifications'. The proposal envisages: <ul style="list-style-type: none"> a. Supply, testing, installation, commissioning and Three Years of comprehensive on-Site Warranty maintenance of Servers, equipments and products etc. at RECL, Corporate Office, Lodi Road, New Delhi - 3 b. Interconnectivity of Servers and/or other equipment for achieving the envisaged functionality (including necessary cabling etc.) c. Training and Certification of RECL nominated officials as specified in the tender document. d. Relocation and re-commissioning (RECL desired functionality) of all the servers and all other equipment in future as desired by RECL at a location in NCR. e. 3 years of comprehensive on-site maintenance of servers, equipments and products etc at the |

| Clause | Heading | Description/ Details |
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| | | <p>location of installation, at the discretion of RECL.</p> <p>1.0.2 Three years on-site Facilities Management on 14 X 6 basis (extendable to a further period of three years on per year basis, at the discretion of RECL).</p> <ul style="list-style-type: none"> a. To put an effective facility Management system in place at RECL, CO. b. On relocation the on-site facilities management should be provided during the contract period from the location as decided at sole discretion of RECL. <p>1.0.3 Note:</p> <ul style="list-style-type: none"> a. Customization to meet RECL requirements may be carried out for existing equipments/ product(s), in case such equipments/ product(s) meet the schedule of requirements in Section – II and the technical requirements/specifications as specified in Annexure K. b. The bidder should bid for all of the items as listed in price schedule Annexure J, also it is mandatory that all the optional items specified for an individual respective item, if any, must be quoted. |
| 1.1 | Major responsibilities of the bidder shall include | <p>1.1.1 Supply, Installation, Acceptance Testing, Configuration, Commissioning, and Training on various equipments and components as per clause 1.0 above.</p> <p>1.1.2 System Integration and system tests (load/availability testing, penetration testing etc.) by qualified and trained engineers/personnel to implement the overall functional requirement of ERP project.</p> <p>1.1.3 Three years On-Site Comprehensive Warranty Maintenance of various servers, equipments and products etc plus three years of comprehensive on-site maintenance (at the sole discretion of RECL) as per clause 1.0 above after successful Acceptance of equipments by RECL.</p> <p>1.1.4 On-site Facilities Management services on 14 X 6 basis as per clause 1.0.2 ,including the responsibilities as defined in the schedule of requirements Section II and technical specification Annexure K by qualified and trained engineers/personnel for a period of three years after successful Acceptance of equipment by RECL.</p> |

| Clause | Heading | Description/ Details |
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| | | <p>1.1.5 Undertake cabling necessary for system integration and overall solution as per international networking standards</p> <p>1.1.6 Supply, Install, configure, commission and maintain all necessary and adequate accessories for respective equipment and/or products supplied for establishment of a state-of-the-art IT Infrastructure at RECL.</p> <p>1.1.7 Provide training to IT/ ERP Technical and support team and other IT professionals as required by RECL for the installation, configuration, commissioning, monitoring, troubleshooting of various equipments/ products, administration & other aspects of the supplied equipments and products . In addition the following certification training with OEM official curriculum and OEM official training material for each participant along with one attempt to appear for examination leading to independent industry standard and globally recognized certification shall also be carried out (covering all papers in the entire track in certification training(s) and examination(s)):</p> <ul style="list-style-type: none"> a) CISA/ BS7799/ ISO 27001 b) CISSP c) ITIL Foundation d) ITIL Manager e) PMI-PMP f) Operating System Certification (Solaris/ AIX/ HP-UX, RH Linux, Microsoft) as applicable (to cover entire track for basic and advance system administration) g) Supplied Firewall and IDS/IPS basic and advance Administration h) SNIA Storage Network Foundations i) SNIA Storage Networking Management / Administration j) For any and/or all of the trainings from a to i above and m below the number of officials (RECL nominated participants) may vary, and the training needs to be conducted at the convenience of RECL which may require splitting of participants across different batches. This may include conducting the training on RECL designated holidays (including Saturday & Sunday and thereby |

| Clause | Heading | Description/ Details |
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| | | <p>splitting the entire course curriculum across one or more weekends as per the convenience and sole discretion of RECL). The training venue should be at National Capital Territory of Delhi only.</p> <p>k) In case there is no OEM certification training and/or examination is available for the supplied equipment and/or product then equivalent industry standard and globally recognized certification training and corresponding certification examination shall be provided.</p> <p>l) The bidder must specify the pre-requisite background required of the trainee before he/she can undertake the training. This must be specified for each training module.</p> <p>m) RECL at its sole discretion and option may decide and accordingly place a work order for certification training(s) and related third party industry standard certification examination(s) for its nominated officials / participants on paid basis as per the prices quoted by the bidder for respective training(s) and/or certification examination(s) in the price schedule Annexure J. However, Irrespective of the RECL's right to exercise the said option at its discretion in full or part thereof the bidder shall conduct , provide and impart operational, troubleshooting & administration training for all the equipments and products supplied, installed & commissioned by them alongwith the required training manuals/ documentation to RECL nominated officials/ participants (maximum 15) at the discretion and convenience of RECL and no separate payment in this regard shall be made by RECL i.e. the bid price shall be deemed to be inclusive of all such expenses along with all duties, levis and taxes etc.</p> <p>Note:</p> |

| Clause | Heading | Description/ Details | |
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| | | <p>a. RECL is not bound to procure and provide the hardware/ networking/ software/ infrastructure equipments/ other products as suggested and/or specified by the bidder.</p> <p>b. RECL reserves the right to procure and provide hardware/ networking/ software/ infrastructure equipments/ other products as per its own specifications (which may be based on the suggested specifications).</p> <p>c. The major responsibilities as specified in clause 1.1 above are indicative only and not exhaustive in any manner.</p> | |
| 1.2 | Eligibility Criteria/ Pre-qualification | Criteria | Documents Required |
| | | 1.2.1 The bidder should have been in operation in India for a period of at least 5 years as on the last date of bid submission, as evidenced by the “Certificate of Incorporation and Certificate of Commencement issued by the registrar of Companies”. | Certificate of Incorporation and Certificate of commencement |
| | | 1.2.2 The bidder shall be the single point of contact for RECL and shall be solely responsible for all warranties, upgrades and guarantees etc. offered by the OEM and/or partners An undertaking to this effect should be submitted by the bidder. | Self undertaking signed by authorized official |
| | | 1.2.3 The bidder should have at least three years experience in IT infrastructure related activities. viz. server hardware, software, Corporate LAN / WAN, facility management etc.. (Attach documentary proof) | Certificate of Incorporation/ Board Resolution etc |
| | | 1.2.4 The bidder should have average turnover of at least Rupees Twenty Five crore (Rs. 25 crore) during the last three years in IT related operations each year as evidenced by their audited balance sheets. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns or parent company etc. Attach | Audited Balance sheet/ Certificate from statutory auditor |

| Clause | Heading | Description/ Details | |
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| | | <p>audited balance sheet for the last three financial year(s).</p> <p>1.2.5 The bidder should be a reputed System Integrator and authorized channel partner (In case of non-OEM being the bidder) and also authorized service provider for all the equipments, products to be supplied as per schedule of requirements section II and list of item as per Price schedule Annexure J complying to Technical specifications Annexure K with an experience of successful implementation of at least two projects in India involving supply, commissioning & maintenance of all or major part of software, servers, racks, SAN of total order value of at least Rs 2 Crore (Rs Two Crore) each. Attach documentary proof for the same. The proof should be applicable to bidder and not for its and/or their sister concern/ subsidiary company or parent company .</p> <p>1.2.6 The bidder should have been providing on-site facilities management service on 24 X 7 basis to at least two separate clients having data centre in India for the last three years for an average annual value of at least Rs 10 lacs (Rs ten lacs) each. Attach documentary proof.</p> <p>1.2.7 The bidder should be an ISO 9001:2000/ BS 15000/equivalent or above certified company. Attach documentary proof.</p> <p>1.2.8 The bidder should have a net worth of at least Rupees twenty Five Crores (Rs 25 Crore) on the last day of bid submission. Attach documentary proof.</p> <p>1.2.9 The bidder should have booked profit in each of last 2 financial</p> | <p>Certificate from OEM(s), Order copies, certificate from the client etc</p> <p>Order copies / certificate from the client</p> <p>Copy of the valid certificate</p> <p>Copy of the Certificate</p> <p>Copy of certificate/</p> |

| Clause | Heading | Description/ Details | |
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| | | <p>years. Attach Documentary proof.</p> <p>1.2.10 Attach the OEM authorization(s) regarding distributorship/ dealership and support & service provider proof(s) specifically addressed to the DGM (IT), RECL for each of the systems/ equipments and/or products as per clause 1.0 above issued by the OEM for this tender clearly mentioning the tender number, date and validity.</p> <p>1.2.11 For requirements as specified in 1.0 above the bidder should have an operational branch office and/or head office along with required off-site maintenance facilities in NCR with at least 50 skilled service and support engineers having professional degrees from universities / institutions. Attach documentary proof</p> <p>1.2.12 Bid should accompany an earnest money deposit of Rs 6,00,000/- (Rupees Six Lac only) in the form of a demand draft as per Annexure-C drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial bank payable at New Delhi.</p> <p>1.2.13 In case the bid document is downloaded from the web-site, the Bid should accompany an application money deposit of Rs 5,000/- (Rupees Five Thousand) in the form of a demand draft drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial bank payable at New Delhi.</p> <p>1.2.14 Bidder should submit their valid documentary proof of Sales Tax/VAT, Service Tax</p> | <p>balance sheet</p> <p>OEM authorization specific to this tender and RECL</p> <p>Copy of documents/ Certificate</p> <p>EMD as mentioned</p> <p>Demand Draft as mentioned</p> <p>Copies of the certificate</p> |

| Clause | Heading | Description/ Details |
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| | | <p>registration number and the details of income tax registration (PAN).</p> <p>1.2.15 The bidder should submit valid Article of Association/ Partnership deeds etc as issued by any Registrar of Companies in India.</p> <p>1.2.16 The bidder must provide proof of at least one installation of ERP on the hardware(server) model offered by the bidder (The proof shall be either from bidder or from the OEM). The bidder must provide the references of the installation.</p> <p>1.2.17 In pursuance to CVC Office Order No. 75/12/04 dated 24th December 2004 the bidder's must note that "A firm which has been engaged by the PSU to provide goods or works for a project and any of its affiliated will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project." Enclose an undertaking to this effect</p> <p>1.2.18 The bidder must fulfill the above eligibility criteria/ pre-qualification conditions. Technical bid of bidders fulfilling the pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Bid(s) of bidder(s) not fulfilling the pre-qualification conditions given</p> |

Copy of the certificate

Order copy, Certificate from client

A self undertaking

A self undertaking mentioning that "It is clearly understood by the undersigned that the technical bid will not be

| Clause | Heading | Description/ Details |
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| | | <p>above shall be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.</p> <p>1.2.19 RECL reserves the right to verify/confirm all original documentary evidence submitted by bidders in support of above mentioned clauses of eligibility criteria (from clause 1.2.1 to 1.2.16 except 1.2.12 & 1.2.13).</p> <p>evaluated in case of non eligibility. Similarly, commercial offer will not be evaluated in case the proposed solution either in full or part thereof is not technically short-listed by the committee duly constituted by RECL</p> |
| 1.3 | Preparation of bids | <p>I. Eligibility Criteria Documents, Technical Bid, Earnest Money Deposit, application money and Financial Bid should be put in separate envelopes duly sealed. The content on the envelope, bidder's name & address should be clearly marked on the top of the sealed envelopes. All these envelopes should be put in a single envelope, duly sealed, with the content, bidder's name & address should be clearly marked on the top.</p> <p>II. The bid has to be submitted both in hard copy as mentioned above and in duly sealed soft copy in DVD/CD with proper labeling.</p> |
| 1.4 | Bid Submission | <p>The bids complete in all respects addressed to the Deputy General Manager (IT/ERP), should be submitted into the tender box kept at the RECL reception for this purpose at the following address latest by 1430 hours (IST) on 04th February 2008. RECL does not own any liability if the bid is submitted somewhere else and not reached to the addressee within due date and time.</p> <p style="text-align: center;">RURAL ELECTRIFICATION CORPORATION LTD., CORE-4, SCOPE COMPLEX, 7 LODHI ROAD, NEW DELHI – 110 003.</p> |
| 1.5 | Bid Opening | <p>The Outer Sealed Single envelope as per clause 1.3 will be opened in the Board Room of RECL, Core-4, SCOPE Complex, 7 Lodi Road, New Delhi – 110 003 on the same day (last date of submission of the Bid) at time mentioned on cover page in presence of the bidders who choose to be present. The EMD and Application Money, if any envelopes shall be opened at the first instance and Eligibility Criteria Documents & Technical Bid of only</p> |

| Clause | Heading | Description/ Details |
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| | | those bidders would be opened whose EMD and application money, if applicable, are found to be in order. Opening of financial bid will be informed later only to the bidders who qualify the eligibility and technical bids. |
| 1.6 | Schedule and critical dates | <p>1. The RECL reserves the right to amend the proposed schedule shown below. The tentative schedule and critical dates are as follows:</p> <p>I.Last Date for Collecting tender : 01/02/2008 II.Pre-Bid Conference : 23/01/2008 III. BID Submission date : 04/02/2008 IV.BID Opening date : 04/02/2008</p> <p>a. (Application Money/EMD/ b. Eligibility Criteria/Technical Bid)</p> <p>V.Financial BID Opening Date : To be informed later to the technically qualified eligible bidders only</p> |
| 1.7 | Purchasing Decision | RECL will make its purchasing decision based on the ability of the bidder(s) to meet its vision, mission, long term needs, technical expertise of the bidder(s), delivery capability, customer references and price. However, specific criterion used to evaluate bid response is listed in the Section – III – Instruction to bidders. |
| 1.8 | Right of RECL | The RECL reserves the right to waive any irregularities; accept the whole, accept part of or reject any or all bids and such decision of REC shall be final and binding on all bidders and shall not be disputable. |
| 1.9 | Pre-Bid Conference | A pre-bid conference will be held at the Board Room, RECL, Core -4, Scope Complex, Lodi road, New Delhi – 110 003 at date and time mentioned on the cover page. In the pre-bid only the written queries/ clarifications as received by the RECL at the following Address: Dy. General Manager (IT/ERP), RECL, Core -4, Scope Complex, 7 Lodi road, New Delhi – 110 003 E-Mail: prasanta.m@recl.nic.in Phone: 011-24362483 / 24365161 (Ext 519) up to the 22/01/2008 shall only be clarified and/or answered. After the pre-bid conference and before the submission of the bids all the received and answered/ clarified queried as per the time period stipulated in this clause shall be uploaded on the web site of the RECL No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the web site shall be deemed to have been communicated to the bidder. |

SECTION II
SCHDEULE OF REQUIREMENTS

2.1 Introduction

Rural Electrification Corporation Ltd. (RECL), was incorporated on July 25, 1969 under the Companies Act 1956. RECL is a wholly owned Government of India Public Sector Enterprise. Its main objective is to finance and promote rural electrification, transmission, distribution, generation projects all over the country and providing financial assistance to state agencies etc. RECL is in an advance stage of implementing ERP across the organization.

The Server application will be based on a Oracle E-business Suite 11i latest version or its flavor conforming to the standard UNIX based operating systems.

2.2 Scope of the Work -

The scope of work for the supply of hardware testing, installation, configuration, commissioning, training, System Integration and 3 years of comprehensive on-site warranty maintenance plus 3 years of comprehensive on-site maintenance (the latter at the discretion of RECL) along with three year on-site Facilities Management broadly stated as follows (**detailed specifications are provided in Annexure K**):

| SI. No | Scope of Work – Description |
|--------|---|
| 1 | Supply, Install, Configure, Test & Commission all the equipment and products with necessary and adequate accessories as specified in Annexure K. |
| 2 | Three years of Comprehensive on-Site warranty maintenance of servers, equipments and products plus 3 years of comprehensive on-site maintenance (at the discretion of RECL) after successful Acceptance of the same by RECL. |
| 3 | Undertake cabling necessary for system integration and overall solution as per international IT standards. |
| 4 | On-site Facilities Management services on 14 X 6 basis at the ERP-Server Centre (or relocated location in NCR as decided by RECL) including responsibilities & Service Level Agreement (SLA) by qualified and trained engineers/personnel for a period of three years (extendable for a further period of 3 years) after successful Acceptance of equipments by RECL. |
| 5 | Supply, Install, configure, commission and maintain all necessary and adequate accessories for respective equipment and/or products supplied. |

| | |
|----|--|
| 6 | <p>Undertake all System Integration for all the server H/w components etc., configuration and performance tuning of all software and hardware etc. and system tests inclusive of load balancing /High availability testing, penetration testing, etc required for the commissioning of the Servers and services without single point of failure.</p> <p>Would ensure that each cluster should provide the ability to recover from additional failures by protection against many multiple component failures. The following test activities should be carried out.</p> <ul style="list-style-type: none"> • To design tests for high availability testing. • Execution of high availability test • Submit all the test reports to the ERP authorities for vetting and approval. |
| 7 | Prepare and submit facilities management policy and implement the same |
| 8 | Imparting training as mentioned in the tender document |
| 9 | <p><i>Undertake the following Helpdesk Call Management activities (indicative):</i></p> <ul style="list-style-type: none"> • Receiving calls through phone/e-mail/Call Management software • Logging of end user calls with details and generating trouble tickets • Assigning calls to Helpdesk Engineers • Telephonic support to end user calls • Onsite support to end user whenever required and resolve the problem to user satisfaction. • Escalation of calls to other vendors and tracking their resolution as per agreed service level with RECL. • Escalating pending calls and report of vendors defaulting agreed service levels • Tracking problems till resolution • Close Calls and update, maintain database • Generate daily Helpdesk Call MIS to analyze the problems reporting patterns and solutions etc. • Regular Submission of various Reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of RECL |
| 10 | <p><i>Undertake the following Access Control activities (indicative):</i></p> <ul style="list-style-type: none"> • User account Creation/deletion as per access policy of the organization • Creating/modifying/deleting groups • Administrating user rights • Maintaining data access security etc. • Regular Submission of various Reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of RECL |
| 11 | <p><i>Undertake the following Performance Tuning activities (indicative):</i></p> <ul style="list-style-type: none"> • Methodically carry from diagnosis to solutions. • Assist in device safe and secure procedures for enhancing performance of critical production systems/databases in a competitive, policy based environment in co-ordination with application vendor. • Identify, correlate and isolate the performance bottlenecks in components of hardware, network, operating systems etc. |

| | |
|----|---|
| | <ul style="list-style-type: none"> Assist the application bidder in performance tuning of application and databases as per OLA etc. Regular Submission of various Reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of RECL |
| 12 | <p>Undertake the following service and maintenance activities (indicative):</p> <ul style="list-style-type: none"> Prepare and maintain service / maintenance policies & procedures Provide on-site repair/replacement service for Servers Provide on-site repair/replacement service for Storage Provide on-site repair/replacement service for printers and other peripherals. Co-ordinate with vendors for replacement of defective parts of equipment under warranty or maintenance. Scheduling and managing preventive maintenance of equipment as per recommendations of the OEM equipment manufacturer. Regular Submission of various Reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of RECL |
| 13 | <p>Undertake the following server administrator activities (indicative):</p> <ul style="list-style-type: none"> Starting/Shutdown of server/services Performance monitoring of server resources (CPU, Memory, disks) Monitoring access logs and application logs Purging of temporary Files, logs Virus prevention, detection and cure Intrusion detection and protection Firewall/IPS/IDS Policy formulation and implementation Data backup and restoration planning and implementation Managing Print queues Applying service packs, hot fixes and security rollouts Customizing login scripts Troubleshooting Problems etc. Regular Submission of various Reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of RECL |
| 14 | <p>Undertake the following Backup management activities (indicative):</p> <ul style="list-style-type: none"> Backup procedure schedule Onsite/Offsite backup Verify integrity of Backup periodically Media Logs/Replacement Recovery of Data in case of necessity etc. Regular Submission of various Reports for all activities undertaken at periodicities, formats and activities etc as decided by and at the discretion of RECL |
| 15 | <p>Miscellaneous</p> <ul style="list-style-type: none"> Entering into separate OLA ERP application vendor (TCS) Entering into separate OLA with the System Integrator for network, co-located data centre, ISP/NSP etc Entering into SLA with RECL |
| 16 | <p>Earthing & Uninterrupted Power Supply</p> <ul style="list-style-type: none"> The bidder should size and quote for modular online UPS for the equipments supplied with one hour full load battery backup The bidder has to check the existing earthing quality and install earthing as |

required, if any.

Table – I : Broad Components of Work

| S.No. | Component | Description |
|--------------|--------------------------------|---|
| A | Hardware & Software | |
| A.1 | General Scope | Supply, installation, testing, commissioning and 3 years of comprehensive on-site warranty maintenance plus 3 years of comprehensive on-site maintenance (the latter at the discretion of RECL) of Servers, Operating Systems and other allied software, Storage and related items etc. as per Technical Specifications mentioned in Annexure-K and Price schedule Annexure J |
| A.2 | Geographical Scope | The proposed facility will initially be commissioned at RECL, Corporate Office and may be subsequently relocated at a Data Centre in NCR. |
| A.3 | Time/ Delivery Schedule | As specified in Clause.2.3, Major Activities |
| A.4 | Functional Scope | <ul style="list-style-type: none"> • Supply and Transportation: The equipment should be delivered at designated location and all arrangements for loading/unloading/movement/shipping and other logistics etc are to be borne by the bidder. • Supply racks for installation • Power Distribution from UPS: To ensure three phase power supply from UPS. All necessary power distribution (supply and installation) as per requirement of various servers is in scope of the bidder. • Earthing: To ensure and provide proper earthing at RECL CO. • Installation & Commissioning: All Servers, SAN storage, Tape Library and other items including Operating Systems and related software on all servers / storage etc as per Annexure K have to be installed and commissioned. • Diagnostics Testing: Testing based on Diagnostics software to ascertain healthiness of the hardware are to be carried out by the bidder. Reports to be got checked • All professional services of the vendor required for complete installation and commissioning shall be included in the scope of Work. |
| A.5 | Manuals and Documents | <ul style="list-style-type: none"> • The bidder should provide System/Administration manual(s), User / operational manual(s) and all related manual(s), service guides and handbooks, which shall be used by RECL to run the ideal production environment. This should include how the various parameters should be monitored and tuned in the live system. • All installation and configuration reports, documents, diagrams |

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| | | <p>etc are to be supplied before commissioning.</p> <ul style="list-style-type: none"> • Two sets of printed manuals and 2 sets in soft copy on CD should be provided. |
| A.6 | Training | <ul style="list-style-type: none"> • The bidder should conduct, provide and impart training(s), related material(s) and related certification examination(s) for all the training courses as mentioned in Section – 1 clause 1.1.7 of 'Invitation to the Bids' section. • All the training course shall be structured and supported by programmed illustrations, video, charts, etc. Only experienced personnel shall impart the training. The Bidder shall provide extensive and detailed lecture notes, handouts and other training documentations to each of the participant. • RECL may require splitting of participants across different batches. This may include conducting the training on RECL designated holidays (including Saturday & Sunday and thereby splitting the entire course curriculum across one or more weekends as per the convenience and sole discretion of RECL). • The Training should be conducted at National Capital Territory of Delhi only either at the authorized training centre for each of the certification courses or at the bidder's certified training center. The boarding and lodging of trainer faculty will be responsibility of the bidder. • The schedule and batches for training shall be decided by RECL at the convenience of REC. • Each participant/ trainee in addition to the proper official certification (subject to being successful at the certification examination(s)) of the OEM / 3rd Party shall invariably be issued a training participation certificate. • At the training site/ venue for all types and/or kinds of training the bidder should ensure conducive, cooperative, healthy, hygienic, secured environment along with providing each trainee/ participant with all logistics including industry standard training bags, stationary, free parking, tea/coffee, snacks, food (working lunch/ dinner/ high tea) etc and as decided by and at the discretion of RECL at the cost of the bidder but not including the travel costs of the trainees/ participants. • RECL at its sole discretion and option may decide and accordingly place a work order for certification training(s) and related third party industry standard certification examination(s) for its nominated officials / participants on paid basis as per the prices quoted by the bidder for respective training(s) and/or certification examination(s) in the price schedule Annexure J. However, Irrespective of the RECL's right to exercise the said option at its discretion in full or part thereof the bidder shall conduct , provide and impart |

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| | | <p>operational, troubleshooting & administration training for all the equipments and products supplied, installed & commissioned by them alongwith the required training manuals/ documentation to RECL nominated officials/ participants (maximum 15) at the discretion and convenience of RECL and no separate payment in this regard shall be made by RECL i.e. the bid price shall be deemed to be inclusive of all such expenses along with all duties, levis and taxes etc.</p> <ul style="list-style-type: none"> • The bid-quote would also include the cost of training i.e arrangement for venue, resources etc. |
| A.7 | <p>Warranties, Support and Annual Maintenance Contract</p> | <p>Warranty, Support, and Annual Maintenance Contract shall be delivered by the bidder. However OEM for servers, storage etc has to submit an undertaking addressed to RECL committing support for the systems through the bidder. The warranty contract will be entered in to with the bidder and all payment will made directly to the bidder. In case of authorized partner being the bidder, certificate from OEM addressed to RECL should be attached stating that the OEM will provide support during the warranty period and subsequent AMC including replacement of spares. Failing which their offer will be rejected</p> <ul style="list-style-type: none"> • The OEM bidder should undertake to Provide Comprehensive On-Site warranty for the supplied systems/subsystems for a period of Three (3) years from the date of Acceptance by RECL. • If any document/manual supplied by the bidder is found to be inadequate/ incomplete within the period of the contract, the bidder shall replace/complete such document/manual at their cost within 15 days time of informing the same • Undertake to sign comprehensive on-site Maintenance Contract for a further period of 3 years warranty period at discretion of RECL, at annual charges as mentioned in the price bid. The contract for AMC to be signed separately at the discretion of RECL. <p>The scope under warranty and AMC shall cover to provide services as described below for all the equipment (including Hardware and Software) in this tender to ensure maximum uptime and performance levels of all the servers, SAN storage, Tape Library, Backup system and other hardware & software in the Landscape of ERP Environment.</p> <p>Warranty</p> <ul style="list-style-type: none"> • 24x7x365 Support at NCR (remote support-telephonic, mail etc) • Warranty shall cover the following <ul style="list-style-type: none"> a. Repair / Replacement of Hardware and other bidder items |

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| | | <p>inclusive of all types of spare parts including batteries, plastic parts, sprockets, glass items, Picture tubes, Print Heads, etc. Only consumables like printer ribbons, Ink cartridge, etc. are excluded</p> <p>b. Installation / Re-Installation / Configuration/ Maintenance of OS, System software and other supplied software</p> <p>c. Installation and Configuration of system software, patches, upgrades, service packs etc.</p> <p>d. Performance tuning</p> <ul style="list-style-type: none"> • Supply during Warranty <ul style="list-style-type: none"> a. Supply of all system software upgrades and patches. b. Supply of future release of all OS and related system software c. Supply and install Security patches and bug fixes • The offline support should have <ul style="list-style-type: none"> a. 24x7x365 national telephonic support b. Access to raise technical assistance requests / responses at hardware vendors / supplier website <p>Annual Maintenance Contract (AMC)</p> <ul style="list-style-type: none"> • RECL, at it's discretion, shall enter into an Annual Maintenance Contract (AMC) with the bidder for a period of at least 3 years after completion of the Warranty Maintenance period. <p>The RECL reserves the right to cancel the AMC contract after giving 3 months notice, in case service provided under AMC is not satisfactory. In such case, RECL shall execute an AMC contract with any other party for the balance period, at the risk and cost of the supplier as per Risk Purchase Clause 4.21</p> |
| A.8 | Performance Standard | The bidder should ensure that servers, operating systems, storage, tape libraries and other equipments' performance and responses are according to the definition as per scope of work and shall have expected Minimum Availability / uptime as specified in the SLA. |
| A.9 | Software and Tools | All Software to be supplied under the scope of the project must be of current versions, unless otherwise required by RECL. Software tools must be compliant with generally accepted standards. |
| B | FACILITY MANAGEMENT SERVICES | |
| B.1 | General Scope | Managing, monitoring, trouble-shooting and support for the entire proposed IT infrastructure mentioned herein to ensure |

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| | | smooth running of the ERP and other services using this infrastructure as per prescribed performance standard for each item. Also to interact with RECL users to address the operational issues with respect to the infrastructure |
| B.2 | Geographical Scope | Initially at RECL, CO may be relocated at NCR for Co-located DC & telephonic support for all Zonal Offices and Project Offices |
| B.3 | Functional Scope | <p>Support during Warranty:</p> <ul style="list-style-type: none"> ■ 24x7x365 Support (remote support-telephonic, mail etc) ■ Manpower at On-Site: At least one number of competent Facility Management personnel at RECL, CO to manage the entire IT infrastructure and operation, should be available on site to provide Warranty / AMC/operational support on 14x6 basis.. The Manpower should be always available during 7:30 AM to 9:30 PM, Six days a week (Monday-Saturday). For rest of the period, the manpower can either be available on site or should be available on telephone. During non-office hours the manpower should reach site within four hours for critical calls. The concerned service engineers should be associated with the project from installation stage. ■ RECL has the right for ask for a change of maintenance personnel without citing reasons. The bidder shall arrange a replacement within 3 working days having the same or higher competency level. ■ System Management (indicative) <ol style="list-style-type: none"> i. Monitoring, logging and reporting of the equipment operation ii. Periodic health checks of the systems and implementing proactive rectification measures. iii. Troubleshooting Servers, OS, SAN, backup related issues etc. iv. Analyzing and reporting all system related issues. v. Managing user, roles and passwords of all the relevant subsystems, including, but not limited to servers, OS, storage, network, applications etc. vi. Liaison with various vendors, OEMs, agencies and service providers for equipment maintenance & related work. ■ Server Administration (indicative) <ul style="list-style-type: none"> ○ Server Administration Functions include following activities: <ol style="list-style-type: none"> i. Operating System administration and tuning. ii. OS and software Re-installation in the event of |

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| | | <p>system crash/failures</p> <ul style="list-style-type: none"> iii. Configuring file systems, volumes and apportioning disk space. iv. Ensure proper configuration of server parameters. v. Periodic system performance tuning. vi. Addition, deletion, re-configuration of devices, additional users and printers etc. vii. Implementing security patches on servers at all levels. viii. Orderly start-up and shutdown of servers as per laid down procedures. ix. Security management - Configuring account policy, access rights, password control as per RECL's security policy. x. Ensure all critical services are running properly on the servers. Schedule and optimize these services. xi. Maintain lists of all system files, root directories and volumes. xii. Resolving all server related problems. xiii. Escalating unresolved problems to ensure resolution as per the agreed SLA. <ul style="list-style-type: none"> ■ Performance Monitoring and Reporting (indicative) <ul style="list-style-type: none"> i. Ensure regular monitoring and maintain a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, link utilization, router and switches utilization, I/O utilization, Central Storage etc. ii. Ensure regular analysis of events and logs generated in the entire sub systems including but not limited to servers, operating systems, databases, applications, network etc. The system administrators shall also ensure that the logs are backed up and truncated at regular intervals. iii. Undertake appropriate actions in accordance with the results of the log analysis to ensure optimal performance ■ Storage Administration <ul style="list-style-type: none"> i. Management of storage environment to maintain performance at optimum levels. ii. To ensure that RECL is able to take regular and proper backups of all Servers & Storage to protect against data losses. |
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| | | <ul style="list-style-type: none"> iii. Management of the storage solution including, but not limited to, management of space, volume, RAID configuration, configuration and management of disk array, SAN fabric / switches, tape library etc. as per mutually agreed storage management policy. <p>■ Backup and Restore</p> <ul style="list-style-type: none"> i. 24 x 7 supports for file and volume restoration requests. ii. To help RECL in regular Backup of operating system, database and application as per stipulated policies and time schedule. iii. Help RECL in conducting periodic restore operations on backed up data. iv. Assist in backups of volumes, files and database applications whenever required. v. Real-time monitoring, log maintenance and reporting of backup status on a regular basis, shall ensure prompt problem resolution in case of failures in the backup processes. Regular maintenance of all the media and the backup/storage devices. vi. Provide MIS reports such as weekly reports on backup and restoration (failed reasons), monthly report on planned backup & backups actually taken and Quarterly report on number of restoration drill performed and percentage of success, health status of media and drive. <p>Regular Submission of various Reports for all the activities mentioned above are to be submitted at periodicities, formats and activities etc as decided by and at the discretion of RECL</p> |
| C | MISCELLANEOUS | <ul style="list-style-type: none"> I. The bidder will go through all the existing IT related policies of RECL and suggest for any changes as appropriate as per international standard like BS, ISO, ITIL, ITSM, CoBIT etc to be incorporated in the policy documents II. The bidder will formulate and submit to RECL appropriate new policies which are required to be prepared as per international standard as mentioned as above for secured and affective running of the infrastructure. III. The bidder will implement all such policies mentioned in this section while implementing the proposed IT infrastructure. The bidder also educate RECL to implement the part of the policies which are related to RECL. IV. The bidder shall execute a service level contact agreement |

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| | | <p>with RECL within 15 days from date of acceptance of the purchase order.</p> <p>V. The bidder shall execute tripartite Operation Level Agreements (OLA) involving RECL, and ERP solution partner within 2 months from acceptance of the purchase order.</p> <p>VI. The bidder shall execute tripartite Operation Level Agreements (OLA) involving RECL, network vendor, ISP/NSP etc within 2 months from appointment of such vendor(s) by RECL.</p> <p>VII. Provide training to IT/ ERP Technical and support team and other IT professionals as required by ERP for the installation, configuration, commissioning, monitoring, troubleshooting of various equipments/ products & other aspects.</p> <p>VIII. NOTE:</p> <p>a. The broad Scope as specified in section II above are indicative only and not exhaustive in any manner.</p> <p>b. After the warranty maintenance of three years, if RECL decides to go in for in-house maintenance of systems or through a third party, the bidder shall supply the spares to RECL or a party designated by them. In case of the item/spare part being not available due to any reason the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL.</p> <p>c. The above Scope of Work and technical specification Annexure K are indicative and not exhaustive in any manner. The bidder shall be assumed to have accounted for all services and./or products/equipments necessary for establishment of state-of-the-art IT infrastructure in its financial bid.</p> <p>d. The decision of DGM(IT) would be final and binding regarding the Facilities Management service.</p> |
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2.3 Indicative Schedules

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

Major Activities

| Sr. No | Milestone | Data (Incremental Weeks) |
|--------|-----------------------------|--------------------------|
| 1 | Placement of Purchase Order | T |
| 2 | Signing of contract | T1=T+2 (15 days) |

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| 3 | Delivery of Equipments / Products | T + 4 |
| 4 | Physical Inspection/ Installation, Commissioning of Equipments/Products | T + 6 |
| 5 | Training of RECL nominated Staff | T + 16 |
| 6 | On-site Facilities Management of ERP-DC | T1 + 12 |

2.4 Performance standard and Service Level parameters

FOR THE TEMPORARY PERIOD OF INSTALLATION AT CO

2.4.1 The temporary phase window may consists of shorter service window. The tentative service window will be 9:00 AM to 6:00 PM. Availability and uptime requirement of different sub-components are given below:

| SL. No. | Description | Availability percentage | in |
|---------|---|-------------------------|----|
| 1 | Each server and storage in production environment | 98 % | |
| 2 | All other non-production environment | 95 % | |

2.4.2 Must have service to support the following

- a. Maximum 4 hours response time for any reported fault.
- b. Maximum one day resolution time..

2.4.3 The uptime will be calculated on monthly basis both for total uptime as well as maximum response time. The penalty for non-performance by every 0.1 % of the requirement given above will be 1.0 % of the total sub-component cost.

2.4.4 The bidder is required to submit a monthly SLA compliance report. Along with submission of bid, the bidder must also provide a detailed methodology of SLA computation and report preparation including tools that will be used to generate this report. This will be a key technical evaluation criteria.

2.4.5. The bidder has to submit all required reports to monitor and manage the SLA parameters

2.5 Performance standard and Service Level parameters

FOR THE PERIOD OF INSTALLATION AT DC

2.5.1 Service window requirement as mentioned in the FM clause 1.1.4. Availability and uptime requirement of different sub-components are given below:

| SL. No. | Description | Availability percentage | in |
|---------|---|--|----|
| 1 | Each server and storage in production environment | 99.5 % | |
| 2 | All other non-production environment | 99 % | |
| 3 | Facility Management | <ul style="list-style-type: none"> • 98 % critical call resolution • 95 % non-critical call resolution | |

- The bidder should provide backup personnel in case of absenteeism. Inability to provide backup shall result in levying of Rs 1000/- per day per person of penalty.

2.5.2 Must have service to support the following

- a. Maximum Two (2) hours response time for any reported fault at RECL, CO/ Relocated Location. For other locations, it is 1 day (FN calls – Next day FN resolutions, AN calls – next day AN resolutions).
- b. Maximum Four (4) hours resolution time for the production environment at REC, CO/ Relocated Location. Maximum 1 day resolution time to all other locations.

2.5.3 The uptime will be calculated on monthly basis both for total uptime as well as maximum response time. The penalty for non-performance by every 0.1 % of the requirement given above will be 1.0 % of the total sub-component cost.

2.5.4 The bidder is required to submit a monthly SLA compliance report. Along with submission of bid, the bidder must also provide a detailed methodology of SLA computation and report preparation including tools that will be used to generate this report. This will be a key technical evaluation criteria.

2.5.5. The bidder has to submit all required reports to monitor and manage the SLA parameters

2.6 The detailed technical specifications of the equipments/ systems are specified in Annexure K.

SECTION - III

INSTRUCTIONS TO BIDDERS

| Clause No. | Heading | Description/ Details |
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| 3.1 | Cost of Bidding | The bidder shall bear all costs associated with the preparation and submission of its bid, and RECL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process. |
| 3.2 | The Bidding Documents | <p>I. The equipments, product and services required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for bids the documents include:</p> <ul style="list-style-type: none"> a) Schedule of requirements – Section – II b) Instructions to bidders – Section – III c) General Terms and Conditions of Contract – Section - IV d) Detailed Technical Specifications – Section V (Annexure - K) e) Bid form and price schedule – Section – V (Annexures - B,I,J) f) Performance Security Form etc.- Section – V (Annexure - D) <p>II. The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required and/or False/Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p> <p>III. Prior to the detailed evaluation, the RECL will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:</p> <ul style="list-style-type: none"> a) One that limits in any substantial way the scope, quality, or performance of the desired system; and/or b) One that limits, in any substantial way that is inconsistent with the Bidding Documents, the RECL rights or the successful Bidder’s obligations under the Contract; and/or c) One that the acceptance of which would unfairly |

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| | | <p>affect the competitive position of other Bidders who have submitted substantially responsive bids.</p> <p>IV. If a bid is not substantially responsive, it will be rejected by the RECL and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The RECL's determination of bid responsiveness will be based only on the contents of the bid submitted.</p> <p>V. Bidders are advised to submit bids strictly based on the terms & conditions and specifications contained in the Tender Document and not to stipulate any deviations.</p> <p>VI. Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.</p> |
| 3.3 | Pre-Bid Conference and Amendment to the Bidding Documents | <p>I. A pre-bid conference will be held at the Board Room, RECL, Core -4, Scope Complex, Lodi road, New Delhi – 110 003 at date and time mentioned on the cover page. In the pre-bid only the written queries/ clarifications as received by the RECL at the following Address: Dy. General Manager (IT/ERP), RECL, Core -4, Scope Complex, 7 Lodi road, New Delhi – 110 003 E-Mail: prasanta.m@recl.nic.in Phone: 011-24362483 / 24365161 (Ext 519) up to the 22/01/2008 shall only be clarified and/or answered. After the pre-bid conference and before the submission of the bids all the received and answered/ clarified queried as per the time period stipulated in this clause shall be uploaded on the web site of the RECL No separate communication would be sent to the bidder individually in this regard and publishing of the clarifications/ answers in the web site shall be deemed to have been communicated to the bidder</p> <p>II. The RECL may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the Bid submission date may be extended at the discretion of the RECL. Amendments made prior to submission of bid will be provided in the form of Addenda to the Bidding Documents and will be sent in writing to all Bidders that have obtained the Bidding Documents and will be binding on them.</p> |
| 3.4 | Preparation of Bids | <p>I. The bids are to be submitted in two separate sealed envelopes</p> <p>II. Envelop One Should Contain Four separately sealed envelopes</p> <ol style="list-style-type: none"> a. Application Money Rs 5000/- if downloaded from website. b. EMD sealed separately and super scribed/ marked with words "EMD" on the envelope. c. Eligibility Criteria Document sealed separately and super scribed/ marked with words "Eligibility Criteria" |

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| | | <p>on the envelope alongwith the soft copy in DVD/CD.</p> <p>d. Technical Bid sealed separately and super scribed/ marked with words “Technical Bid” on the envelope alongwith the soft copy in DVD/CD.</p> <p>III. Envelop Two Should Contain :</p> <p>a. Financial Bid sealed separately and super scribed/ marked with words “Financial Bid” on the envelope alongwith the soft copy in DVD/CD.</p> <p>IV. The content on the envelope, bidder’s name & address should be clearly marked on the top of each of the sealed envelopes.</p> <p>V. All these envelops should be put in a single envelope, duly sealed, with the content, bidder’s name & address should be clearly marked on the top.</p> <p>VI. The bid has to be submitted both in hard copy as mentioned above and in duly sealed soft copy in DVD/CD with proper labeling.</p> <p>VII. Note :</p> <p>a. The bid should be properly indexed.</p> <p>b. All pages of the bid being submitted must be signed and sequentially numbered by the authorized signatory of the bidder, irrespective of the nature of the content of the page in the format : “current page no./total no. of pages”.</p> <p>c. Unsigned and Unstamped bid shall be summarily rejected.</p> <p>d. The bid should be submitted in binding without any loose sheet.</p> <p>e. Duly signed and sealed original tender document shall be submitted along with the bid as a token of acceptance and compliance to the tender terms and conditions</p> |
| 3.5 | Earnest Money Deposit (EMD) | Bid should accompany an earnest money deposit of Rs 6,00,000/- (Rupees Six Lac only) in the form of demand draft as per Annexure-C drawn in favor of ‘Rural Electrification Corporation Limited’ on a scheduled commercial bank payable at New Delhi. Bid without a valid EMD will be rejected outright. |
| 3.6 | Application Money | If the bid document is downloaded from website then the Bid should accompany an application money of Rs 5,000/- (Rupees Five Thousand only) in the form of a demand draft drawn in favor of ‘Rural Electrification Corporation Limited’ on a scheduled commercial bank payable at New Delhi. Downloaded Bid without application money will be rejected outright. Application is not refundable in any case. |
| 3.7 | Eligibility Criteria Documents | The eligibility criteria documents as per clause 1.2 section 1 – Invitation for Bid must be submitted along with the Bid. Bid without these documents will be rejected outright. |
| 3.8 | Technical Bid | The Technical bid prepared by the bidder shall comprise of the following (Table of Content to be the first page): |

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| | | <ol style="list-style-type: none"> I. List of clients for which the bidder is having similar type of contracts and certificate regarding satisfactory performance of the contract (Please attach documentary proof). II. Details of subcontractors and franchisee agreements thereon, as per serial (ii) above, if any. III. Bidder to give address of their website, if available. IV. Total IT manpower proposed to be deputed for this project along with profile. V. Necessary detailed technical write up highlighting the features of sub assemblies of the systems offered. VI. Describe the bidders understanding of the requirement. VII. Provide the life cycle details of all the equipments etc as quoted by the bidder. VIII. Project Management Philosophy with details on progress reporting Mechanism (like testing progress, installation, commissioning, maintenance, On-site Facilities Management etc), problem frequency, problem response time, escalation, knowledge repository etc. IX. Major milestones as identified by the bidder (testing, installation, commissioning etc). X. Bidder's response in the Model Response Format – Annexure - F XI. Product evaluation kit, technical information, white papers etc. XII. A detail write-up of the proposed solution along with a power point presentation of the same. XIII. Bid Form – Annexure - B XIV. Submit the equipment and/or product compatibility sheet (Fully Met, Not Met, Deviations) and the roadmap to meet the gaps to meet the specifications as per Annexure K. XV. Submit the original tender document duly signed and sealed on every page. XVI. The bidder shall offer only single Technical Solution to meet the specifications and scope of work as per the tender document. The supplier should provide necessary documentary evidence supporting the technical specifications of the offered solution. XVII. Reports published in journals comparing the offered product with other similar product. XVIII. Information on future planned upgrade and compatible products along with the anticipated time frame. XIX. The bidder should include mapping of CPU & TPCC/specJBB and details of TPCC/specJBB rating along with the proposed technical design. XX. If selected the bidder should provide the same solution i.e. as per XXII above to REC. The bidder should submit an undertaking regarding the same. XXI. The proposed IT Infrastructure by the bidder should address the need for at least a period of next 4-5 years. XXII. The bidder should include Oracle E-Business Suite |
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| | | <p>benchmarking parameters if available with its technical bid.</p> <p>XXIII. The prime/ main / front ending System Integrator should enclose the back to back arrangements/ contracts with other OEMs/ Vendors for major components with their bids.</p> <p>XXIV. Servers and Storage</p> <ul style="list-style-type: none"> a) Details of the equipments including Servers, Storage, Software, and other items offered b) Technical Specifications of the offered products. c) Implementation Plan together with Activity Bar Chart and PERT Chart. d) Training Schedule including resources required for conducting the training. e) Line Diagram, details of various VSANs, VLAN (Virtual Storage Area Network, Virtual Local Area Network) etc., if any f) Test Plans. g) Technical Specification sheets/Tables and other Details requested as in Annexure-K h) RECL's Scope specification as in Scope of Work (SOW) i) RTO and RPO achievable from the solution j) Backup duration achievable from the solution for each database. k) The following additional details of the solution should be furnished: <ul style="list-style-type: none"> l) The bidder must explain the total system expandability in terms of CPUs, memory, adapter slots m) Reliability, Availability, Serviceability (RAS) features. n) Dimensions of the machine, weight and rack U requirement o) Power Ratings: Voltage, Current, Frequency, Phase p) Heat dissipation in BTU/hour q) Cache per CPU r) System Bus & I/O Architecture s) Working of I/O interface cards and network cards in fail-over mode in active-active mode t) Scope of upgrade-ability in terms of <ul style="list-style-type: none"> i. CPU, Cache ii. Memory iii. Number of Expansion I/O Slots u) The bidder must mention the minimum quantity of CPU and minimum memory which can be increased |
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| | | <p>in an upgrade process</p> <ul style="list-style-type: none"> v) CPU future Roadmap for the offered machine for the next 5 years w) Details on mixing of future processors with the existing processors <ul style="list-style-type: none"> i. OS Details and future road map ii. Bundled Software details iii. Details of Clustering and other software agents offered iv. Maximum size of a single file-system supported by OS v. Handling of the single point of failure in the ERP system vi. Details of partitions on the offered machine. vii. Details of all software, OS, and other agents offered with correct version, licenses offered to achieve the desired overall solution. <p>XXV. Facility Management</p> <ul style="list-style-type: none"> i. Detail of the services proposed to be offered ii. Deployment plan of FM personnel iii. Proposed solution along with justification as to how to meet the proposed SLA criteria. <p>XXVI. Note:</p> <ul style="list-style-type: none"> a) The bidder should submit photocopies of the documents which are attested either by self/company or by gazetted officer or notary public, wherever required. Copy of the authority / power to sign and verify the documents on behalf of company or firm should also be attached with the bid. b) Make and model of all systems, sub-systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups. c) The bid has to be submitted both in hard copy as mentioned above and in duly sealed soft copy in DVD/CD with proper labeling. |
| 3.9 | Financial Bid | <ul style="list-style-type: none"> I. The financial bid shall indicate the Unit prices / slab prices (wherever applicable) for the equipment/ systems/ product and/or services, it proposes to provide under the contract. II. Quoted prices should be firm and inclusive of Interface cables, Power cables, related accessories, Documentation of sub assemblies of system and Operating Manuals of the systems, excise, sales tax/VAT, service tax, octroi, freight, |

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| | | <p>Packing, forwarding, handling, loading, unloading , insurance, any other tax/charges applicable. The price should also include Installation, configuration, on-site comprehensive warranty maintenance (3 years), commissioning, training (including clause 1.1.7 'I') , system integration, facilities management (3 years) etc. charges for all equipments/systems/products and services inclusive of all direct and indirect taxes and all other expenses related with the visits of the Bidder's personnel in connection with the performance of the contractual obligations by the Bidder.</p> <p>III. Prices quoted by the bidder shall be fixed during the bidders performance of the contract and not subject to variation on any account. A bid submitted with an conditional price, quotation will be treated as non-responsive and will be rejected. All prices and other information like discount etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price. Similarly, if there is a discrepancy between the components and corresponding quoted total, the total will be derived from the components and taken for computation of Total Cost of Ownership (TCO).</p> <p>IV. During the validity of this bid and/or during the extended period, if any, and/or till the delivery of items if the bidder sells any system or sub-system of the same configuration to any other Department/Organization in India at a price lower than the fixed price for the Purchases, the bidder shall automatically pass on the benefits to the Purchaser.</p> <p>V. Rates should be valid for 180 days from the date of opening of technical Bids.</p> <p>VI. Rates should include three years on-site comprehensive warranty charges, system integration and training as mentioned in this document.</p> <p>VII. The prices shall be for delivery at RECL, CO (and separate prices for relocation, if any at a later date shall be quoted in the price schedule) including installation/ commissioning and complete operationalization, training and statutory levis, if any.</p> <p>VIII. During the warranty period, besides service/ maintenance of hardware, networking equipment and its peripherals and System Software, all software upgradation, removing virus etc, bugs/patches and services shall also be provided at no extra cost.</p> <p>IX. The cost of any other item/services, which are considered necessary for completion of the job, is deemed to have been included in the quoted prices.</p> <p>X. Quoted prices shall also be inclusive of all costs towards</p> |
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| | | <p>carrying out any surveys, site visits by bidder's personnel, boarding, lodging, incidental expenses etc. required for Project work.</p> <p>XI. Though offer of higher warranty/configuration/rating than that is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.</p> <p>XII. Notwithstanding clause (v) above, RECL may solicit the bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing by fax, e-mail, cable or telex etc. A bidder granting the request will neither be required nor permitted to modify its bid, while confirming extension of bid validity. A bidder may refuse the request in writing to RECL without forfeiture of its bid security (EMD), In such a case the bid shall be considered as withdrawn and RECL shall return/refund the bid security (EMD) at the earliest to such bidder(s). On expiry of the bid validity period the bid shall be deemed valid till such time the bidder does not withdraw its bid formally by a written communication to RECL. The bid shall be deemed to be valid for a period of seven working days on receipt of such written communication by REC.</p> <p>XIII. The bidder must note that RECL will not provide Form-'D'/Form-'C' etc.</p> <p>XIV. The prices shall be for delivery at desired destination/ locations across India including installation/ commissioning and complete operationalization and statutory levis, if any.</p> <p>XV. The three year on-site comprehensive warranty maintenance period shall be taken into account, for the systems/ equipments from the date of successful installation/commissioning and acceptance by RECL after the successful supply of products at RECL desired destinations by the bidder.</p> <p>XVI. All costs and charges, related to the bid, shall be expressed in Indian Rupees only .</p> <p>XVII.Empanelment</p> <p>a. The selected bidder shall be empanelled with RECL for a period of 12 (twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier, which can be extended for a further period of maximum six months. Rates quoted shall be valid for the period of empanelment and the extended period, if any. RECL, notwithstanding the rate contract, does not bind itself to purchase any items during contact period.</p> <p>b. Keeping in view the RECL-project commitment, RECL and/or its ZO/PO/CIRE reserves the right to</p> |
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| | | <p>evolve a super-set and/or sub-set of technically qualified accepted systems and subsystems, items of their brands and models for the entire range of systems covered by Annexure-F of this tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the project requirements from time to time. All bidders shall have to confirm the acceptance for agreeing to the aforementioned condition as a precondition to qualify for empanelment. Any bidder not agreeing to this condition shall not be eligible for further evaluation of their bids.</p> <ul style="list-style-type: none">c. Orders will be placed on the finally selected bidder. The panel will be valid for an initial period of 12 (Twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier. It may be extended for a further period of maximum 06 (Six) months depending upon the need of RECL and its project requirements.d. RECL reserves the right to procure any other additional parts/ optional items/ accessories etc. like for upgrade/ update the specifications of supplied systems/ equipments or otherwise including any peripherals etc. from the empanelled bidder on limited/ single quotation basis and/or through other sources at the discretion of RECL. However, If the supplier of the original system/ equipment is not supplying these additional parts/ optional items/ accessories/ peripherals etc. the supplier of the original system/ equipment shall undertake the installation and commissioning of these parts/ optional items/ accessories/ peripherals etc. under and during the period of the on-site comprehensive warranty maintenance of the original system/ equipment at no additional cost along with the supplier of the additional parts/ optional items/ accessories/ peripherals provided that he/she shall not be liable for any defects/ non-functioning/ warranty of these additional items.e. The bidder should not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc.f. During the validity of empanelment, in case RECL notices that the market rates have come down from the time the rates were finalized or selection of new system configuration based on market trends or for |
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| | | <p>the reasons of technological changes, RECL may either ask the technically short-listed bidders to re-quote the prices and the bidder(s) will be selected on the basis of the procedure given above or ask the empanelled bidder to re-quote on limited/ single quotation basis. The time difference between such re-quotes will be minimum 3 months except in case of the Union Budget. For any bulk requirements, RECL reserves the right to call for the revised bids from the technically qualified bidders at any time during the empanelment. This activity may result in change of empanelled bidders. Revised bids should not be more than existing rates except in the case of technological advancements.</p> <p>g. During the validity of the empanelment including the extended period, if any, if the bidder quotes, sells or exhibits written intention to sell any System and/or sub-system of the same or equivalent configuration to any other department/Organization at a price lower than the price fixed for RECL, the bidder shall voluntarily pass on the price difference to RECL. The effective date will be the date of quoting the lower rates in the bid/quote. Similarly, in the event of lowering of government levies subsequent to the finalization of the panel, the bidder shall automatically pass on the benefits to RECL, and in the event of increasing of government levies subsequent to the finalization of the panel; RECL shall automatically pass on the pro-rata benefits to the bidder, if the same have been explicitly given in the financial annexes.</p> <p>h. No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.</p> <p>XVIII.The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections, in case of a failure to comply the bid shall be summarily rejected.</p> |
| 3.10 | Submission of Bids | <p>The bids complete in all respects addressed to the Dy General Manager (IT/ERP), should be submitted into the tender box kept at the RECL reception for this purpose at the following address latest by the time & date mentioned at the cover page. RECL does not own any liability if the bid is submitted somewhere else and not reached to the addressee within due date and time.</p> <p style="text-align: center;">RURAL ELECTRIFICATION CORPORATION LTD., CORE- 4, SCOPE COMPLEX, 7 LODHI ROAD,</p> |

| NEW DELHI – 110 003. | | |
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| 3.11 | Sealing and Marking of Bids | <p>I. The bids shall be submitted as described in clause 3.10 above. The outer envelope containing EMD, Application money, Eligibility Criteria Document, Technical Bid and Financial Bid shall be addressed to The DGM(IT), RECL, CORE-4, SCOPE COMPLEX, 7 LODHI ROAD, New Delhi 110003 mentioning bid no. and date.</p> <p>II. All the outer and inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or delayed.</p> <p>III. Telex, cable, e-mail or facsimile bids will be rejected.</p> <p>IV. The pre-bid meeting shall be held as detailed in section 1 clause 1.9.</p> |
| 3.12 | Deadline for Submission of Bids | <p>I. Bids must be received by RECL at the address given in Section-I not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for RECL, the bids will be received up to the appointed time on the next working day.</p> <p>II. The RECL 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 RECL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p> |
| 3.13 | Late and Delayed Bids | Any bid received by RECL after the deadline for submission of bids prescribed by the RECL will be rejected and/or returned unopened to the bidder if asked for. The decision of the REC whether to accept or not to accept without assigning reason shall be final and no disputes shall be entertained with regard to exercise of such discretion of REC. |
| 3.14 | Bid Opening and Evaluation | RECL will open the bids in the presence of bidders' representatives who choose to attend at the time on the date and at the place specified in Section-I . The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the RECL, the bids shall be opened at the appointed time and location on the next working day. |
| 3.15 | Opening of EMD, Application money, Eligibility Criteria Document & Technical Bid | RECL will open the EMD & Application Money envelope first. In case the EMD and / or Application money (if applicable) are not found in order the bid shall be summarily rejected. Eligibility Criteria Document envelope & Technical Bid envelope of only those bidders will be opened and/or evaluated whose EMD and / or application money (if applicable) are found in order. |
| 3.16 | Evaluation of Eligibility Criteria | RECL will evaluate the Eligibility Criteria document at the first instance. In case the Eligibility Criteria Document is not found in order the bid shall be summarily rejected. |

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| 3.17 | Criterion for evaluation of Technical Bids | Technical bid of only those bidders will be evaluated whose EMD, Application money (if applicable) and Eligibility Criteria Documents are found in order. |
| 3.18 | Clarification of Bids | <ol style="list-style-type: none"> I. During evaluation of the bids, the RECL may at its discretion, ask the Bidder for clarification of its bid. The bidder has to submit the clarification within 2 (two working days). The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted. II. No Bidder shall contact the RECL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the RECL, it should be done in writing. III. Any effort by a Bidder to influence the RECL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECL will declare the firm ineligible, for a stated period of time from participation in future RFPs/tenders of RECL. IV. During the evaluation process, as per the ERP project requirements in case RECL desires for selection of new system and/or equipment and/or product specifications/configuration based on market trends or for the reasons of technological advances/changes, RECL will ask the eligible bidders and/or technically shortlisted Bidders (as per the current stage of evaluation) to requote the prices based on new /advanced specifications/configurations/technologies and the Bidder(s) will be selected on the basis of procedure for evaluation of bids as per clause 3.21 RECL may also add/delete some of the optional items from the optional items list depending upon the availability of the item and ERP project requirement. V. Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection. |
| 3.19 | Evaluation of Technical Bid | <ol style="list-style-type: none"> I. Detailed technical evaluation will be carried out pursuant to clause 3.8, and the technical specification mentioned in annexure K. RECL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one, which conforms to all scope, specifications & terms and conditions of the Bidding Documents without material deviations. II. A bid determined as not substantially responsive may be rejected by the RECL and may not subsequently be made responsive by the Bidder by correction of the non- |

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| | | <p>conformity.</p> <p>III. The bidders short-listed by RECL based on evaluation of their technical bids may be called for detailed discussions/ presentations.</p> <p>IV. RECL reserves the right to order any subset or superset of the tendered items.</p> <p>V. The technical evaluation committee may at its own discretion decide to carry out surprise inspection of bidder's manufacturing facilities and/or maintenance and support centre(s) to evaluate and ascertain the details as furnished by the bidder in its technical bid, the technical competence to perform the offered services, capabilities, available facilities and resources of the bidder for effective and efficient execution of the project.</p> <p>VI. For technical evaluation, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation, equipments, software(s) required, from their organization for interacting with TEC & benchmarking/evaluation team. In case a bidder does not make the required specialist along with proper documentation, equipment and software(s) available, then such defaulting bidder shall be taken off the tender evaluation process and that bid will stand rejected.</p> |
| 3.20 | Opening of Financial Bids | <p>I. RECL will open the Financial bids of only those bidders, which have been found to be technically qualified to undertake the job, pursuant to Clause 3.19.</p> <p>II. The Financial Bids of the technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue.</p> <p>III. The date and time of opening of financial bids shall be informed to the technically qualified bidder.</p> <p>IV. The bidder's name, price of Bids, all discounts offered, modifications and Bid withdrawals and such other details as the RECL, at its discretion, may consider appropriate will be read out at the time of opening of financial bids of technically and commercially acceptable bidders.</p> |
| 3.21 | Evaluation and Comparison of Bids | <p>I. The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.</p> <p>II. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. However, while the placement of order the lower of the two shall be taken as</p> |

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| | | <p>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 will be taken for comparison and at the time issuing purchase order, in case the bidder becomes Lowest bidder, the lowest figure quoted in the line item will be mentioned in the PO. In case, compliance of any clause is not specifically mentioned, the same will be treated as deemed compliance .</p> <p>III. The LQ1 will be arrived in the following manner:</p> <p>a. Grand Total calculated / arrived at, as specified in the price schedule annexure J will be compared for arriving at the LQ1 bidder.</p> <p>b. The AMC cost (4-6 years), wherever applicable, will be discounted on Net Present Value basis at prevailing PLR.</p> <p>IV. It should be noted that except as otherwise specifically provided in the Contract, the bidder shall bear and pay all taxes, duties, levies, and charges assessed on the bidder by all municipal, state, or national government authorities, in connection with the Goods and Services supplied under the Contract. However the break up of Prices and Taxes & Duties shall be furnished as per price schedule.</p> <p>V. It should be noted that for the purpose of calculation of LQ1 the current tax rate as applicable on the day the tender is due i.e. the last date of bid submission will be used , however the actual payment of applicable taxes will be the date the product is procured or service rendered.</p> <p>VI. All supplies and services required for the Contract are priced inclusive of all incidental costs (such as out of pocket expenses, office support, communications, printing of materials), freight & insurance and inclusive of all taxes, duties & levies paid or payable in any country, upon rendering of the services as on the due date of bid submission. Statutory variation in taxes, duties and levies in India within the original completion period shall be to the bidder's account.</p> <p>VII. The bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall except as otherwise provided for in the Contract, cover all its obligations under the Contract</p> <p>VIII. Bidders shall state their bid price for the payment schedule outlined in the Section 4 Clause 4.9 and as per the format given in Annexure J – Table I, Table II, Table III, Table IV & Table V: “Price Schedule” only.</p> <p>IX. However, LQ-1 has to match the lowest rates of all the relevant technically qualified optional items of each quoted configuration of Annexure K including the optional items as</p> |
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| | | <p>specified in Annexure K, to those quoted by any of the technically qualified bidders. However, for matching the individual item rates, the rates, which are unreasonable/, incredibly low/ quoted by mistake/ zero or no value etc will not be considered. The maximum period of matching rates will not be more than 5 working days from the date of issuance of offer letter for matching from RECL. If the bidder fails to match the rates within stipulated time as stated above, the offer will be treated as cancelled and bid being rejected and EMD stands Forfeited.</p> <p>X. For optional items Unit Price should be quoted which may be ordered along with the system as part of configuration or separately, the price should include installation, commissioning and on site comprehensive warranty maintenance (3 year) charges of those products to be supplied installed, and commissioned.</p> <p>XI.For each optional item, the prices of the lowest quotation of the technically and procedurally acceptable bidders will be made applicable to the finally selected bidder.</p> <p>XII.Optional items must be quoted.</p> |
| <p>3.22</p> | <p>Purchase Order and Subletting</p> | <p>I.Keeping in view the RECL-project commitment, RECL reserves the right to evolve a super-set and/or sub-set of technically qualified accepted equipments/products/systems and subsystems, items of their brands and models for the entire range of equipments/products/systems covered by Annexure K of this tender so as to take care of the service delivery related aspects concerning the suitability of configuration needs matching the project requirements from time to time. All bidders shall have to confirm the acceptance for agreeing to the aforementioned condition as a precondition to qualify for the tender for placement of purchase order. Any bidder not agreeing to this condition shall not be eligible for further evaluation of their bids.</p> <p>II.Orders will be placed on the finally selected bidder depending upon the need of RECL and its project requirements.</p> <p>III.The bidder may assign to any 3rd party, with information in writing to RECL, any part of the contract, or any right, benefit, obligation, or interest therein or there under. But the bidder shall be overall liable for the execution of the contract and that the bidder shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p> <p>IV.Prior to final delivery of items if the bidder quotes, sells or exhibits written intention to sell any equipment/product/System and/or sub-system of the same or equivalent configuration to any other</p> |

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| | | <p>department/Organization at a price lower than the price fixed for RECL, the bidder shall voluntarily pass on the price difference to RECL. The effective date will be the date of quoting the lower rates in the bid/quote. Similarly, in the event of lowering of government levies subsequent to the finalization of the tender, the bidder shall automatically pass on the benefits to RECL, and in the event of increasing of government levies subsequent to the finalization of the tender; RECL shall automatically pass on the pro-rata benefits to the bidder, if the same have been explicitly given in the financial annexure(s).</p> <p>V.No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.</p> |
| 3.23 | Special Conditions of Contract | |
| 3.23.1 | Total Price | Total Price shall be for the complete scope as per technical specifications as specified in section II and Annexure K, inclusive of comprehensive on-site maintenance including repair/replacement of parts (during the warranty period), all taxes & duties, insurance, any other incidental charges, etc. Zero date for warranty shall start from the date of successful completion of installation and acceptance by RECL. Bidder shall be responsible for comprehensive on-site maintenance of the supplied equipments & services during the entire warranty and Maintenance Support period. |
| 3.23.2 | TURN-KEY | This project is to be executed on a TURN-KEY BASIS . |
| 3.23.3 | Operating and Environmental Conditions | <p>The equipment shall be suitable for operating under environmental conditions as indicated below, which shall be ensured by the bidder as given below:</p> <ul style="list-style-type: none"> • Power : 230V + 10%, 50 Hz + 3% • Earth to Neutral V : < 5 Volts • Temperature : As per requirement • Relative Humidity : < 80% non-condensing |
| 3.23.4 | Site Readiness | The bidder may check the sites well in advance to make necessary design and plan for installation of equipments at respective locations. The responsibility of RECL is limited to providing the required space at each location for these purposes. Bidder has to make good any damage to the building in the process of carrying out the work at no extra cost to RECL. |
| 3.23.5 | Completion Schedule | The bidder shall be responsible for timely installation of the project as mentioned in section II clause 2.3, Major Activities Bidder shall be responsible for all the jobs required for the complete installation, & thereafter successful commissioning & operation of the systems & shall include all such necessary hardware & software in his scope of supply/work. |
| 3.23.6 | Delivery & Installation | <ol style="list-style-type: none"> I. All equipment supplied and installed at site shall be new and conforming to the technical specification II. The bidder shall visit the site in advance and check its readiness for housing and operation of equipments. The |

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| | | <p>bidder shall also check the ordered components and facilities available on which new systems will be installed.</p> <ul style="list-style-type: none"> III. The Bidder has to carry out all related work in regard Civil, Electrical, Air-conditioning, Physical security, Gas , Fire control etc, that may be necessary as per scope of work defined in this document. IV. The bidder shall deliver & make all the equipments and products operational (Supply, Installation, configuration & commissioning, training, Integration, Acceptance of the equipments and handing over to RECL) as per the Scope of Work section II and technical specifications Annexure K within the stipulated timeline. V. On completion of delivery, the bidder shall get the Bill of Material checked and signed by RECL's coordinator, carry out the installation as per requirement and show the equipments in working order to RECL's coordinator at site. VI. The bidder shall provide all assistance to RECL for successful installation of ERP Software on the servers in coordination with the ERP vendor. VII. On successful completion of the installation and proper tuning of the equipments and products, these shall be handed over to RECL. The bidder shall submit the commissioning Report along with equipments and products Configuration Report, results of diagnostic tests run etc. to RECL. VIII. Zero date for Warrantee will start only after successful completion of work as per scope of work mentioned here as per stipulated timelines and signing of Acceptance certificate. IX. The selected bidder has to provide and install standby server within 2 weeks of raising of purchase order/ LOI having the same OS (that of finally selected server). This is to enable application vendor to start porting the application well before actual delivery of the systems. |
| <p>3.23.7</p> | <p>On-site Facility Management Services (FMS)</p> | <ul style="list-style-type: none"> I. The duration of on-site Facility Management Services will be for three years initially, with discretion to extend it for a further period of 3 years on yearly renewal basis. This will commence immediately after installation, commissioning & acceptance of the equipments as per the scope of work section II and technical specifications Annexure K. II. The bidder shall agree for and quote for year-wise on-site Facility Management Services (FMS) for maintenance of the entire infrastructure from the date of acceptance of the system. The scope and terms & conditions of the contract shall be as per the bidding document. III. Post Warranty Annual Maintenance The bidder shall agree for and quote the year-wise charges for comprehensive on-site annual maintenance support for all the systems supplied under this contract. Comprehensive on-site post |

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| | | warranty annual maintenance support reckoned from the date of expiry of the warranty of the system under the contract & clearance by RECL. RECL however reserves the right to order for Post warranty Annual Maintenance. The scope and terms & conditions of the contract shall be as per the bidding document. |
| 3.23.8 | On-site Comprehensive Warranty Maintenance Service | 3 years of comprehensive on-site warranty maintenance plus 3 years of comprehensive on-site maintenance (the latter at the discretion of RECL) for all the equipments supplied under this contract. This will commence immediately only after successful completion of work and signing of Acceptance certificate. |
| 3.23.9 | BENCHMARKING AND ACCEPTANCE TEST (AT) | <p>Acceptance Test (AT)</p> <ol style="list-style-type: none"> I. The location of the AT shall be decided at the discretion of RECL in consultation with the bidder. Based on Bidder readiness, RECL shall confirm the date of carrying out AT. Tests shall be carried out as per the required OEM specifications specified. II. The Bidder shall keep all the Ordered equipment ready to carry out AT. III. Physical Verification of equipments shall be done. All the features / functionality of Hardware and Software shall be tested at the discretion of RECL. IV. Checking of the Configuration as per the Work Order V. Inspection of equipments would be done as per specifications of Tender document. <ol style="list-style-type: none"> a. OEM utility will be used for various diagnostic tests for the servers. It is at the discretion of RECL to test all the servers or only one server for each functionality. b. After physical verification, at least the following tests will be performed <ol style="list-style-type: none"> 1. Power on Test 2. HARD Disk Drive 3. RAID 5 Test 4. RAID 1 Test 5. Read Test 6. Write Test 7. LTO Drive: Backup & Restore Test 8. Floppy Drive: Backup & Restore Test 9. Redundancy Test for power supply and NIC 10. Functionality of KVM switch or similar solution to be demonstrated to RECL. c. Complete functionality of the system shall be tested as per the Scope of Work & Technical Specifications d. Functional Test for the Storage, SAN setup e. Functional Test for the Tape Library & backup System |
| 3.23.10 | WARRANTY AND SERVICE SUPPORT | I. All the supplied equipment/system shall be covered under a free Comprehensive On-site Warranty for Three (03) years. Warranty period shall start from the date of the acceptance of commissioning of the equipment/system & signing of |

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| | | <p>acceptance certificate by RECL for this contract. Only bids confirming unconditional acceptance of the warranty clause will be considered.</p> <p>II. Bidder should furnish an undertaking for providing products/services support as per the requirement along with uninterrupted and timely supply of spare parts for all the supplied equipment/system at least for 03 (three) years from the completion of warranty</p> |
| 3.23.11 | Training | <p>i. The training site will be bidder's liability which will be conducted in New Delhi or any other suitable location mutually agreed by RECL and the bidder.</p> <p>ii. The bidder shall organize the required infrastructure including training systems for conducting training programme. System and/or equipments procured under this contract shall not be used for training purposes.</p> <p>iii. The bidder shall provide original and official curriculum and training material to each participant separately along with one softcopy, if possible.</p> |
| 3.23.12 | KEY CONTRACT OR EMPLOYEES | <p>Bidder shall furnish the following information for the key employees assigned for this project</p> <ul style="list-style-type: none"> • Minimum Qualification/Certification as stipulated in qualification chart to perform the job • Bio-data with proper references • Contractor needs to take prior approval for the employee before placing him on the account. • Defined overlap and transition process for any replacement. |
| 3.23.13 | Right of Replacement | Bidder should replace the employee only with prior approval of RECL for whatsoever reasons. |
| 3.23.14 | Management Reports | <p>Bidder shall submit the report as per agreed formats and periodicity. Management reports will be required to reflect matrix reporting against all service levels contained in the contract, plus reports of a general management nature to allow RECL to oversee the Contractor's delivery of service. At a minimum, these include-</p> <ul style="list-style-type: none"> • Weekly status reports • Monthly SLA attainment reports • Monthly trend reports • Annual state of the contract report covering all aspects of service delivery for the year and a projected service management plan for the coming year. • Root cause analysis reports for all SLAs and critical service failures and any other major problems. |
| 3.23.15 | Root Cause Analysis | <p>Bidder will be required to provide root cause analysis for all performance and availability problems that occur. Formal root cause analysis will be delivered within 5 days of problem occurrence, including-</p> <ul style="list-style-type: none"> • Explanation of the root cause • Actions taken to resolve the problem • Action plan to prevent reoccurrence, with project plan/tasks |

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| | | required and timing for each major milestone of the correction effort, and identification of RECL's responsibilities in the correction process. |
| 3.23.16 | Management of FM Jobs | <p>I. With a view to Review, Regulate & resolve the various concerns & Issues during FM period a committee of RECL Project Manager & Bidder Project Manager will be constituted.</p> <p>II. The committee will oversee contract execution, resolve priority conflicts, set future direction and participate in the dispute resolution process. This committee will meet on periodic basis and submit the status report to the DGM(IT), RECL.</p> <p>III. The committee will meet on weekly basis. A formal operational charter for the committee will be developed at the first meeting. In case of any dispute the matter shall be escalated in the respective organization as per their escalation matrix.</p> |
| 3.23.17 | SECURITY AND CONDUCT | At all times the bidder shall comply with all security and conduct regulations in effect that RECL requires at its premises or in the protection of its data assets. |
| 3.23.18 | REPRESENTATIONS & WARRANTIES | <p>All services, work, and deliverables will be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards. In addition the Contractor warrants that –</p> <p>a) Performance of work will not violate any law, rule or regulation and the bidder will acquire all required permits and licenses.</p> <p>b) Key Bidder personnel assigned to perform the work will be continuous through out the term, except as agreed to by RECL or for reasons of termination of employment with Bidder.</p> |
| 3.23.19 | WORK PRODUCT/ ANTIVIRUS WARRANTY | <p>I. RECL requires that all work products created by Bidder on behalf of RECL is warranted by Bidder that such work product shall conform to and operate in accordance with all specifications and appropriate standards, and be free of defects in material or workmanship. If it is determined that a virus has been found, Bidder agrees to use reasonable efforts to assist RECL in curtailing spread of the virus and correcting or replacing the impaired or destroyed work product.</p> <p>II. Bidder shall offer only single Technical Solution to meet the specifications and scope of work as per the tender document. The Bidder should provide necessary documentary evidence supporting the technical specifications of the offered solution.</p> |
| 3.23.20 | Contractor's Office at site | The Bidder shall maintain an office at the site, at his cost, for his personnel to receive instructions, notice or other communications. The Bidder at all time shall maintain a site instruction book and compliance of these shall be communicated to the site-in- |

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| | | charge/project coordinator from time to time and the whole document to be preserved and handed over after completion of works. |
| 3.23.21 | COMPLIANCE OF VARIOUS LABOUR & INDUSTRIAL LAWS | <p>I. The Bidder shall have their own Provident Fund Account Numbers. If asked for, the Bidder will submit the proof of depositing the employees as well as employer's PF contribution periodically with the Regional Provident Fund Commissioner (RPFC). If the contractor fails to recover PF the REC shall be entitled to deduct the same from the bills of the contractor in terms of the Employees Provident Fund (and Miscellaneous Provisions) Act 1952.</p> <p>II. It shall be the sole liability of the Bidder (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the authorities concerned as provided under the various labour license(s) obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.</p> <p>III. The Bidder shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-State Migrant workmen (Regulation of employment & conditions of Services) Act, 1979, the Minimum wages Act, 1948, the payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, and other relevant Acts, Rules and Regulations enforced from time to time.</p> <p>IV. The Bidder shall be responsible for required contributions towards P.F, Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to RECL and shall deposit these amounts on or before the prescribed dates. The Bidder shall also be responsible to pay and administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the works of RECL.</p> <p>V. The Bidder shall be solely responsible for timely payment of wages and other dues to the personnel deployed by him. The Bidder shall be directly responsible and indemnify RECL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.</p> <p>VI. In case ESI is not applicable. Bidder before commencement of work shall submit Insurance Policy under Workmen's Compensation Act, 1923 covering all his employees to be deployed for execution of the contract.</p> |
| 3.23.22 | INSURANCE | Bidder shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the RECL and shall provide the copy of Insurance Policy to |

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| | | REC from time to time. |
| 3.23.23 | EMPLOYEES STATE INSURANCE ACT: | <p>I. The Bidder agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Bidder further agrees to defend, indemnify and hold RECL harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Bidder or SUB-Bidder of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the RECL arising under, growing out of or by reasons of the work provided for by this Bidder, by third parties or by Central or State Government authority or any political sub-division thereof.</p> <p>II. The Bidder agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Bidder's or SUB-Bidder 's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The Bidder shall deduct and secure the agreement of the SUB- Bidder to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The Bidder shall remit and secure the agreement of SUB- Bidder to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The Bidder agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the Bidder shall secure the agreement of the SUB-Bidder to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Bidder 's or SUB- Bidder 's account.</p> <p>III. RECL may retain such sum as may be necessary from the total VALUE OF CONTRACT until the Bidder shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the Bidder when the ESI Act is extended to the place of work.</p> |
| 3.23.24 | WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE | Insurance shall be effected for all the Bidder 's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the Bidder shall require the SUB- Bidder to provide workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Bidder 's Insurance. |
| 3.23.25 | ACCIDENT OR INJURY TO WORKMEN | The RECL shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Bidder or any SUB-Bidder save and except an |

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| | | accident or injury resulting from any act or default of the RECL, his agents or servants and the Bidder shall indemnify and keep indemnified the RECL against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto |
| 3.23.26 | Comprehensive AUTOMOBILE Insurance | This insurance shall be in such a form as to protect the Bidder against all claims for injuries, disability, disease and death to members of public including RECL's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the Employership of such vehicles. |
| 3.23.27 | Comprehensive General Liability Insurance | This insurance shall protect the Bidder against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Bidder, his agents, his employees, his representatives and Sub- Bidder's or from riots, strikes and civil commotion. |
| 3.23.28 | ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER | Bidder shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to RECL. He shall also carry and maintain any other insurance which may be required by the RECL. |
| 3.23.29 | Safety Regulations | In respect of all labour, directly employed in the WORK for the performance of Bidder 's part of this agreement, the Bidder shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable. The Bidder shall observe and abide by all fire and safety regulations of the RECL. Before starting work Bidder shall consult with RECL's safety Engineers or site-in-charge/project coordinator and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the RECL's existing property. |

SECTION - IV
GENERAL TERMS AND CONDITIONS

| Clause No. | Heading | Description/ Details |
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| 4.1 | Definitions and Interpretation | <p>I. In this contract, the following terms shall be interpreted as indicated:</p> <p>II. "The Contract" means the agreement entered into between the RECL and the Bidder as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;</p> <p>III. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;</p> <p>IV. "The Goods" means benchmarked fully functional equipment(s) and/or product(s) along with all manuals and/or other material(s), which the Bidder is required to supply, install, commission and maintain, integrate, train and facilities management for the RECL under the Contract;</p> <p>V. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, maintenance, provision of technical assistance, training, system integration, facilities management and other obligations of the Supplier covered under the Contract;</p> <p>VI. "The RECL" means the organization purchasing the equipment and/or product, i.e., Rural Electrification Corporation Limited, located at Core 4, Scope Complex, 7 Lodi Road, New Delhi 110 003.</p> <p>VII. "The Bidder" means the firm(s) supplying the equipment / product and services under this Contract;</p> <p>VIII. "The Site" means any RECL premises, which includes its Corporate Office, Annex Office, Zonal Offices, Project Offices and CIRE.</p> <p>IX. "Day" means calendar day.</p> |
| 4.2 | Schedule of Requirements | <p>I. Potential Bidder should provide detailed activities time schedule, which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be included, including those associated with the testing, delivery, installation, commissioning, training, system integration and facilities management and maintenance of the equipments/ products and quality certifications.</p> <p>II. The Bidder must guarantee responsibility for all maintenance for the equipment/product supplied notwithstanding the fact that the application and networking software/h/w running on/along with the said equipment/product has been or may be provided/supplied by multiple bidders. The supplier will also be</p> |

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| | | <p>expected to propose continued hardware and software products support. The conditions and cost of guarantee must be set out in details (for example: hardware preventive actions and supplier responsibilities, future development etc).</p> <p>III. The bidder shall try to re-use / maintain the existing equipments and systems as far as possible at agreed upon terms and conditions.</p> <p>IV. The bidder should undertake to provide support for the supplied equipments/products and systems/sub-systems for a period of 6 years, at the discretion of RECL (including the warranty period of 3 years). After the warranty maintenance of three years, if RECL decides to go in for in-house maintenance of systems or through a third party, the bidder/OEM shall supply the spares to RECL or the party designated by RECL. In case of the item/spare part being not available due to any reason the bidder shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL.</p> <p>V. The selected bidder has to provide and install standby server within 2 weeks of raising of purchase order/ LOI having the same OS (that of finally selected server). This is to enable application vendor to start porting the application well before actual delivery of the systems.</p> |
| <p>4.3</p> | <p>Acceptance Certificate</p> | <p>I. On successful completion of acceptance test, receipt of deliverables, installation, commissioning, system integration, endurance test, stabilization period etc., and after RECL is satisfied with the working and performance of the equipment(s)/product(s) , the acceptance certificate (Annexure G) signed by the representative of the RECL and representative of the Bidder will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning and acceptance of the equipment(s)/product(s) and all warranties and guarantees shall be deemed to commence from the day of the issue of acceptance certificate.</p> <p>II. Final Acceptance Certificate for the Servers/ Storage items</p> <p>Final acceptance certificate shall be given for all items under each sub-component under Hardware, Storage, System Software, Network & Security, when</p> <ol style="list-style-type: none"> a. Performance has been established in an integrated manner with other systems/services in normal operations, b. Bidder has no other obligation under agreement, c. Submission of final documentation incorporating all the modifications in requisite sets d. Removal of all defects noted during commissioning period e. An endurance test period of at least 1 week continuous running of systems with full load |

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| | | <p>f. Commissioning, Live run and a stabilization period of 1 months after live date have been passed off successfully without any problem reported</p> <p>The different sub-systems / equipment shall be integrated by the bidder and tested on live data. The methodology and duration of these tests are subject to the broad framework defined above.</p> |
| 4.4 | Performance Security/Bank Guarantee | <p>I. The selected Bidder shall furnish performance Guarantee to the RECL for an amount of 15% of the contract value, valid up to for 60 days after warranty period (Thirty Eight months) within 15 days from the signing of the contract agreement, for performance and support service/maintenance obligation. The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, penalties etc.</p> <p>II. RECL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract.</p> <p>III. The performance security shall be in the form of a Bank Guarantee from a Scheduled Bank (Annexure- D) or A Bankers Cheque or Demand Draft</p> <p>IV. In the event of any correction of defects or replacement of defective equipment during warranty period the warranty of the corrected/ replaced equipment shall be effective from the date of replacement.</p> <p>V. Functional Guarantees : The bidder guarantees that, once the Preliminary Acceptance, Commissioning has been completed, the System represents a complete solution to the RECL's requirements set forth in the Scope of Work and it conforms to all other aspects of the Contract.</p> <p>VI. If the system fails in Preliminary Acceptance, due to reasons entirely attributable to the Supplier, the RECL may consider termination of the Contract, and forfeiture of the Supplier's performance security in compensation for the extra costs and delays likely to result from this failure.</p> |
| 4.5 | Pre-delivery Inspection & Delivery | <p>I. RECL at its discretion may carry out pre-delivery Inspection. On the receipt of the purchase orders, the bidder(s) shall obtain in time all the necessary documents for the State Entry Permit, Bank, Custom and Excise related documents, insurance etc wherever applicable, for complete and safe delivery of the ordered products, at their own cost and efforts. The delay in obtaining these documents will be accounted as under:</p> <p>a. =Bidder must apply to the respective authority for issue of road permit/ waybill, Bank, Custom and Excise related documents in time.</p> <p>b. For Bank, Custom and/or Excise related documents no waiver or relaxation in delivery date shall be allowed under normal circumstances at the discretion of RECL</p> |

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| | | <p>and penalty ,if any, as per tender clause will be applicable.</p> <p>c. Any slippage in the above mentioned schedule would attract penalty as per penalty clause for delivery for the slipped/delayed period.</p> <p>II. The systems must be supplied in full as per ordered configuration for acceptance. No system with short supply or with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.</p> <p>III. Should any inspected or tested system solution fail to conform to the specification, the RECL may reject them and the Bidder shall make all alterations necessary to meet specification requirements free of cost to RECL with in the time schedule as specified by RECL.</p> <p>IV. During delivery and/or maintenance period, on subassembly level if any item's specifications / model changes and becomes non available due to obsolescence of technology, bidder within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The items so offered will be evaluated by RECL for its acceptance and installation.</p> <p>V. The schedule having details for conduct of benchmarking/evaluation/ acceptance testing of items shall be provided by bidders within 15 days from date of purchase order to the contact as mentioned in the purchase order, so that all the related documentation work by RECL could be completed and tested items are handed over back to bidders for ensuring the timely delivery and installation within stipulated time frame as per purchase order.</p> <p>VI. Normally, testing and acceptance of the systems will be done at mutually agreed upon location, where it will be tested as per ordered specifications. RECL reserves the right to reject any item, if found unsuitable and/or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the bidder. No payment will be made for rejected items.</p> <p>VII. All the equipments and systems are initially to be delivered at a single agreed upon location for inspection by RECL or RECL appointed agency. On acceptance, the materials are to be finally delivered at respective location at the cost of the bidder.</p> <p>VIII. The bidder should deliver, install and commission all the items at specified site without any additional charge. However, it may be noted that all the items technically tested / accepted as per the purchase order shall be delivered as per schedule section II clause.2.3 from the date of purchase order. Any unjustified and unacceptable delay in the delivery beyond the delivery schedule as per purchase order will render the bidder liable for penalty at the rate of 1% (One percent) of pending</p> |
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| | | <p>order value per week subject to a maximum of ten weeks and thereafter RECL holds the option to cancel the purchase order and forfeit the entire EMD and/or the Security Deposit of the defaulting bidder which may include the deposit made against other deliveries and/or purchase orders, if any. In addition the bidder shall also be liable to pay RECL a cancellation charge of 8.5% (Eight and a Half percent) of the value of unsupplied items. In case of non-payment of cancellation charges RECL reserves the right to realize the same from the security deposits or pending payments of the bidder, if any, already available with them. In such a situation, RECL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting bidder. In case of RECL not deciding on cancellation of purchase order and/or forfeit of EMD and/or Security deposits than RECL may levy lost opportunity cost as a percentage of the total purchase order value over and above the default late delivery penalty as decided by RECL. The same shall be binding on the bidder.</p> <p>IX. In the rare event of non-acceptance of delivery items conforming to specifications and other terms and conditions and no default on the part of the bidder by the RECL site-in-charge, the bidder has to formally inform RECL to avoid delay in delivery schedule. RECL at his discretion may waive off whole or a part thereof of the penalty under these circumstances.</p> <p>X. The selected bidder has to provide and install standby server within 2 weeks of raising of purchase order/ LOI having the same OS (that of finally selected server). This is to enable application vendor to start porting the application well before actual delivery of the systems.</p> |
| <p>4.6</p> | <p>Installation and Commissioning</p> | <p>I. All aspects of safe delivery shall be the exclusive responsibility of the bidder. After inspection and delivery at the site, the cartons will be opened only in the presence of RECL representatives and Bidder's representative and the intact position of the Seal for not being tampered with together with actual receipt of the content of the carton in good condition, shall form basis for certifying the receipt in good condition.</p> <p>II. Installation and system integration of the delivered items should be completed within the time frame specified in section II clause.2.3, failing which a penalty at the rate of 0.2% (zero point two percent) of purchase order value per day subject to maximum of 10% will be imposed. Thereafter, RECL holds the option to complete the installation work through alternate sources at the risk and cost of the defaulting bidder. Penalty for both delivery and commissioning will be charged simultaneously for their respective delays.</p> <p>III. A sticker mentioning the service support call centre number of the bidder should be pasted on each system.</p> <p>IV. For Site Not Ready (SNR) case, bidder requires to submit</p> |

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| | | <p>certificate signed by ERP Project Coordinator to RECL. However, regarding readiness of site, the decision of the ERP Project Coordinator will be final. No penalty will be imposed for SNR cases, however, bidder has to install the items within 3 (Three) weeks of receipt of Site Not Ready notice from User/Project Coordinator else it will attract penalty as per clause (II) above, recoverable from Security Deposits.</p> <p>V. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the bidder at its own costs and risks within 30 days from the date on which the bidder has been informed of such damage. Installation Certificate copies duly signed by the authorized user should reach RECL.</p> <p>VI. The systems to be supplied should work under the specified operating systems. It shall be exclusive responsibility of the bidders supplying the Systems to provide appropriate device drivers and solutions for these system software platforms.</p> <p>VII. The bidder should provide System manual, User manual, installation report and configuration detail along with each equipment and product, irrespective of the fact that more than one equipment and product may be supplied at site.</p> <p>VIII. The bidder should get insurance of the components till the commissioning by the bidder and acceptance of the same by RECL.</p> <p>IX. The supply, transportation, erection and installation of the equipment and interconnections, LAN/SAN setups etc, required to be completed for commissioning shall be in the scope of the bidder.</p> <p>X. The bidder shall demonstrate the following scenarios as part of the Installation and commissioning</p> <ul style="list-style-type: none"> a) Successful running of ORACLE 11i ERP system and sub-systems after installation of ORACLE 11i ERP software on respective servers b) Failure of a partition or a server c) Failure of a server with multiple partitions d) Failure of SAN switches e) Failure of external storage f) Failure of entire site g) Generation of alerts for failure of a component through the add-on utilities <p style="padding-left: 40px;">Failure to demonstrate these scenarios, the supplied equipment is liable to be rejected</p> <p>XI. Commissioning</p> <ul style="list-style-type: none"> a) Hardware and Storage and System Software: b) On successful installation of the equipment and |
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| | | <p>configuration of individual components and the solution as a whole, the bidder shall submit the following as part of the commissioning:</p> <ul style="list-style-type: none"> c) Configuration detail for each server - name, IP address, OS version, details of disk partitioning d) Network diagrams / cabling scheme e) Cluster details f) Details of SAN access, point in copy, replication, zoning etc <ul style="list-style-type: none"> i. Details of Tape Backup systems ii. IP Address scheme <p>II. RECL will issue a commissioning certificate on successful installation and commissioning.</p> |
| <p>4.7</p> | <p>Acceptance</p> | <p>I. RECL will perform acceptance of the entire set up including H/w and other components. Failure to fulfill any of the aforementioned conditions, may entail rejection of the order and forfeiture of the EMD/Security Deposit. Further RECL can procure same items from alternate sources at the risk and cost of the defaulting bidder.</p> <p>II. Tests</p> <ul style="list-style-type: none"> a. The bidder will submit the comprehensive Acceptance test plan for all the components at least 2 weeks in advance of scheduled delivery. This same will be reviewed and approved by RECL. b. The RECL or its representative shall have the right to inspect and/or test any components of the supplied System as per the approved acceptance test plan, to confirm their good working order and/or conformity to the Contract at the point of delivery and/or at the Project Site. c. Should the inspected or tested components fail to conform to the Contract, the RECL may reject the component(s), and the bidder shall within a period of 14 (fourteen) days either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the RECL. <p>III. Acceptance</p> <ul style="list-style-type: none"> a. The individual system supplied shall be erected under the supervision of RECL by the bidder & shall be tested and commissioned for integrated operation as per approved drawings & functional requirements. b. The sequence of erection of equipments shall be mutually discussed and agreed between the RECL and bidder before commencement of erection. |

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| | | <p>c. At site, for individual system, tests shall be carried out as per the approved plan. Prior to commissioning, bidder shall submit to RECL at least two weeks in advance, a detail list of pre-commissioning tests intended to be carried out. This list will be finalized after mutual consultation between RECL and bidder before test.</p> <p>d. As soon as the erection of individual system is complete with all auxiliary facilities including its final connections to the existing systems, the RECL jointly with the bidder shall proceed with preliminary tests to check and ensure that all the units have been properly erected and are fit to be operated. The bidder shall be responsible for any defective functioning/workmanship, if any and the resulting damages while conducting the test. Defects found during testing due to faulty erection shall be rectified by the bidder at his own cost and to the satisfaction of the RECL.</p> <p>e. As soon as the tests have been carried out individually and the results are found to be to the satisfaction of the RECL, the RECL shall issue a certificate of Preliminary Acceptance for individual system. Such certificate however shall be deemed to be on account & shall in no way relieve the bidder from the liabilities in respect of the work as a whole. Preliminary tests, however do not involve subject trial runs.</p> |
| 4.8 | Warranty Maintenance | <p>I. All components mentioned in the scope of work would be under Three Years on-site comprehensive warranty from the date of acceptance at the site, including free spare parts, kits etc. RECL can extend this warranty maintenance for further one year and maximum for two years.</p> <p>II. The bidders shall have to enter into a written agreement with RECL for honoring all tender terms and conditions and warranty maintenance support, through a web-based monitoring system, in executing orders placed by RECL.</p> <p>III. SERVICE LEVEL CONDITIONS : As per the SLA defined in clause 2.4</p> <p>IV. The uptime and penalty calculations shall be as per the section II of the tender document.</p> <p>V. The vendor should provide backup personnel in case of absenteeism. Inability to provide backup shall result in levying of Rs 1000/- per day per person of penalty.</p> <p>VI. Cumulative Penalty amount will be adjusted against the payment to the bidder on quarterly basis.</p> <p>VII. Any equipment and product/ system performing below the threshold level at least three quarters in a year, displaying chronic system design or manufacturing defects or Quality Control problem will be totally replaced by the bidder at its cost and risk within 30 (thirty) days from the date of last failure with</p> |

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| | | <p>equivalent new system.</p> <p>III. In case of a system (Hard disk) failure, bidder will ensure backing up of data from the hard disk and its restoration, while making the system operational, at the site.</p> <p>IX. The total penalty will not exceed total value of the order. However, in case total penalty exceeds the total value of the order, RECL will have right to cancel the contract, offer the contract to a 3rd party and recover the amount from the bidder.</p> <p>X. If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the equipment shall be extended by a period equal to the period during which the System or Subsystem could not be used by the RECL because of such defect and/or making good of such defect.</p> <p>XI. On completion of the warranty period, the Security Deposit without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of Three years for all the equipments. If considered necessary, suitable amount of penalty shall be recovered from the bidder out of either already due payments and/or from their Security Deposit(s), while releasing the Security Deposit. After expiry of warranty, RECL has option at its discretion to enter into Annual Maintenance of the systems as per the quoted price.</p> |
| 4.9 | Payment Schedule | <p>I. 70% (Seventy percent) payment of the cost of total items (excluding FMS & certification training(s) & corresponding examination(s) cost(s)) will be made after successful delivery of items at site & satisfactory delivery certification by RECL site-in-charge and furnishing of a Bank Guarantee towards performance and support services for an amount of 15% of the total order value valid up to 60 days after warranty maintenance period. RECL at its discretion can release part payment of items delivered to REC.</p> <p>II. 20% (Twenty percent) payment of the cost of items (excluding FMS & certification training(s) & corresponding examination(s) cost(s)) supplied will be made after successful installation, configuration, commissioning, integration and acceptance at site by RECL on production of jointly signed and sealed installation and acceptance report.</p> <p>III. 7.5% (Seven and a half percent) payment of the cost of items (excluding FMS & certification training(s) & corresponding examination(s) cost(s)) supplied will be made after successful completion of training and producing a training completion certificate duly signed by RECL site-in-charge/project co-ordinator.</p> <p>IV. 2.5% (Two and a half percent) payment of the cost of items (excluding FMS & certification training(s) & corresponding examination(s) cost(s)) supplied will be made after successful signing of Operational Level Agreement (OLA) with the ERP</p> |

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| | | <p>application vendor. This will only be made after delivery and acceptance of equipments.</p> <p>V. The payment for certification training(s) & corresponding examination(s) cost(s) shall be made on pro-rata basis on successful completion against the respective purchase orders on submission of the required documents in order.</p> <p>VI. The payment for on-site Facilities Management Services (FMS) & AMC will be made on quarterly basis after completion of each quarter and submission of invoice(s) to RECL after successful completion of services as per scope of work considering various SLAs and terms and conditions of the tender document and certification by RECL site-in-charge/project co-ordinator. Deductions towards non-compliance of the SLAs, if any, will be adjusted from the respective quarterly invoice. Payment will be released within 30 days of submission of invoice(s) and clarification of all doubts.</p> <p>VII. In case the site is not ready for installation after 60 days of delivery of full consignment, payments shall be made on submission of site not ready certificates and submission of Security Deposit in the form of Bank Guarantee of the amount equal to 15% of the amount of PO values.</p> <p>III. Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income-Tax Act, 1961 including addendums from time to time and any other taxes.</p> <p>IX. All Payment shall be made in Indian Rupees only.</p> <p>X. No Advance Payment will be made by RECL on any account.</p> <p>XI. DGM (IT), REC would be the Engineer-In-Charge for the work and all bills should be forwarded through DGM (IT) before submitting to payment. The decision of DGM (IT), REC shall be final and binding on the Contractor.</p> |
| 4.10 | Earnest Money Deposit | <p>I. The bidder shall have to deposit an EMD as mentioned in Section I and/or Section III, in the form and favour as mentioned above along with their bids. Cheques will not be accepted.</p> <p>II. Any bid without valid EMD will be rejected and will not be opened and/or technically evaluated.</p> <p>III. Unsuccessful bidder's EMD will be returned as promptly as possible but not later than 45 days after signing of contract agreement with the selected bidder.</p> <p>IV. Successful bidder's EMD will be kept as a security deposit and will be returned on furnishing of performance security as per the tender terms and conditions.</p> <p>V. The EMD may be forfeited: (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form. Or (b) In case of a successful bidder, if the bidder fails (i) to acknowledge the order in accordance with the terms and conditions.</p> |

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| | | VI. No interest shall be payable on EMD amount, in any case, and/or performance security by RECL. |
| 4.11 | Arbitration | <p>I. Mutual Settlement of Disputes</p> <p>Except where otherwise provided for in the contract, all questions and disputes relating to any matter directly or indirectly connected with this agreement shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both the parties.</p> <p>II. Conciliation</p> <p>If the effort to resolve all or any of the disputes through mutual settlement fails, such disputes shall be referred to the conciliator to be appointed by the mutual agreement of both the RECL and the Supplier.</p> <p>III. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.</p> <p>IV. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.</p> <p>V. Arbitration</p> <p>Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract shall be settled between the RECL and the bidder amicably. If however, the RECL and the bidder are not able to resolve their disputes / differences amicably as aforesaid the said disputes / differences shall be settled by Arbitration in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitration shall be governed and regulated in all respect according to Laws of India. The venue shall be New Delhi. The arbitration proceedings shall be regulated and governed by Indian Arbitration and Conciliation Act, 1996, or such modification thereof.</p> <p>VI. Except where otherwise provided in the agreement, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract, Specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman & Managing Director RECL, and if he is unable or unwilling to act to the sole</p> |

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| | | <p>arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be Submission to Arbitration under the meaning of the Arbitration Act, 1940 or any satisfactory modification of reenactment thereof for the time being in force, conclusive and binding on all parties of the Contract.</p> <p>VII. Pending reference to arbitration, the bidder shall make all endeavors to complete the work in all respects. Disputes, if any, will finally be settled in the arbitration</p> <p>VIII. The Contract shall be governed in accordance with the Indian laws.</p> <p>IX. There shall be no suspension of work on account of arbitration provided that the obligations of the RECL and the bidder shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration.</p> <p>X. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the arbitration(s) as per the rates fixed by the arbitrator from time to time.</p> <p>XI. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.</p> |
| 4.12 | Award Criteria | The RECL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the technically qualified and lowest quote evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 4.13 | RECL's Right to Accept any Bid and to Reject any or All Bids | RECL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidder's or any obligation to inform the affected Bidder or Bidder's of the grounds for RECL's action. |
| 4.14 | Notification of award | <p>I. Prior to the expiration of the period of bid validity, the RECL will place a firm order or notify the successful Bidder in writing by fax to be confirmed in writing by speed post or hand delivery that his bid has been accepted.</p> <p>II. The notification of Award will constitute the formation of the Contract</p> |
| 4.15 | Signing of Agreement | <p>I. RECL will send along with the Purchase Order / work Order to the successful Bidder, the draft Contract Agreement incorporating all agreement terms & conditions between the parties.</p> <p>II. The successful bidder will sign the contract agreement within two weeks of acceptance of the Purchase order / work order.</p> |

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| 4.16 | Corrupt or Fraudulent Practices | <ul style="list-style-type: none"> I. The Bidder shall observe the highest standard of ethics during the procurement and execution of the contract. II. RECL will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question. III. RECL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract. |
| 4.17 | Indemnity Clause | <ul style="list-style-type: none"> I. The firm should sign an indemnity bond to safeguard against any pirated software, equipment, design etc being supplied to the RECL. II. The selected bidder shall indemnify RECL against all third party claims of infringement of patent, 3rd party license agreement, trademark/copyright or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof. However maximum value of such claim will be subject to the total order value. III. The IPR for the bidder's technology, methodology, materials etc. shall vest with the bidder and for RECL's concept and end product shall vest with the RECL. |
| 4.18 | FORCE MAJEURE CLAUSE | <p>If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.</p> |

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| <p>4.19</p> | <p>Miscellaneous</p> | <ol style="list-style-type: none"> I. It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost. II. Whilst the individual proposals shall be treated in techno-commercial confidence, the proposals will be evaluated by a group, certain members of which may not necessarily be officers of RECL. By responding to this tender, potential suppliers agree to their proposals being examined by this group. III. RECL is a Government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential bidders should be aware of the status and environment of RECL, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed. IV. Proposed equipments/systems should be based on the requirements and scope of work given in Section II and Annexure – K. V. Warranty and maintenance conditions (including any costs) must be specified for the equipment/systems and other services component proposed. VI. In order to assist RECL in the objective evaluation process, potential suppliers should use the model outline and numbering scheme provided in Annexure F. Any variation to this format should be adequately described and qualified. VII. The potential bidder’s performance capability and history, overall organization and a proven ability to secure any similar contracts to specification, together with the contents of the proposal, benchmarking of equipments and products/systems, model response, presentations and site visits will be essential elements in the evaluation process, and in the award of the contract. VIII. The bidder is expected to include of proven state-of-the-art components, best practices and techniques in the offered solution and implementation if selected. IX. RECL intends that the bidder selected for the supply, installation, commissioning and maintenance of the system shall take complete responsibility for all of the work. The bidder must provide regular status reports in accordance with the Project Management Requirements set out in the tender. X. RECL reserves the right to allocate the contracted work in a staged or phased manner. Potential bidders are requested to submit alternative proposals for the associated productivity/response enhancement tools, where they believe that there are significant differences in the development activities resulting from the productivity tools used. XI. By responding to this tender the potential bidder agrees to |
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| | | <p>take the contractor's role. Where the potential bidder propose the use of third party services in his proposals, the potential bidder should describe the third party, including their role, and the definition of responsibilities and accountabilities.</p> <p>XII. The bidder should provide on-site comprehensive warranty support services for three years after satisfactory installation and commissioning of the systems.</p> <p>XIII. The bidder will abide by all the law of land, whatsoever, for execution of the defined scope of work.</p> <p>XIV. Potential bidders are requested to provide a detailed activities time schedule and resource allocations and requirements for all the stages which represents the shortest practical time to complete all necessary tasks and meet the obligations of the requirements. All significant activities must be indicated, including those associated with the testing, delivery, installation, commissioning and maintenance of systems, key quality assurance and quality certifications.</p> <p>XV. The system shall be tested completely by the bidder prior to being offered for acceptance testing installed in operational status at RECL.</p> <p>XVI. The bidder shall define detailed acceptance criteria on conjunction with the RECL and the testing procedures should allow for the functional testing, integration testing and formal acceptance of the system by the RECL.</p> <p>XVII. Alterations if any in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.</p> <p>XVIII. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and RECL, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.</p> <p>XIX. 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 RECL.</p> <p>XX. The selected Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to</p> |
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| | | <p>this Contract, as faithful advisors to RECL and shall, at all times, support and safeguard RECL's legitimate interests in any dealings with Third parties.</p> <p>XXI. RECL reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned purchase order, especially methodology, manpower, infrastructure etc. RECL reserves the right to cancel the purchase order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is canceled then the costs incurred will be born by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from RECL.</p> <p>XXII. Non-Disclosure Clause: The selected bidder shall not, without RECL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of RECL or get access to in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>XXIII. If the selected bidder is not able to fulfill its obligations under the contract, which includes non completion of the work, the RECL reserves the right to accomplish the work through another bidder and EMD / Security Deposit of bidder will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be born by the selected bidder. However the bidder will continue to offer transition services.</p> <p>XXIV. Printed terms and conditions of the Bidders will not be considered as forming part of their Bid. In case terms and conditions of the contract applicable to the Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in its bid.</p> <p>XXV. RECL may at any time terminate the Contract by giving written notice to the selected Bidder, without compensation to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RECL.</p> <p>XXVI. RECL may by written notice sent to the selected Bidder, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for RECL's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective.</p> |
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| | | <p>RECL reserves the right to elect :</p> <ul style="list-style-type: none"> a. to have any portion completed at the purchase order and/or the Contract terms and prices; and/or b. to cancel the remainder and pay to the selected Bidder an agreed amount for partially completed Services. <p>XXVII. In the event the Bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with RECL , should be passed on the compliance by the new company new Division in the negotiation for their transfer.</p> <p>XXVIII. The selected bidder automatically agree with RECL for honoring all aspects of fair trade practices in executing the purchase orders placed by RECL</p> <p>XXIX. If the name of the product is changed for describing substantially the same in a renamed form then all techno financial benefits agreed with respect to the original product, shall be passed on to RECL and the obligations with RECL taken by the Bidder with respect to the product with the old name shall be passed on to the product so renamed.</p> <p>XXX. The bidder shall obtain all statutory, legal, external (other than RECL) permissions which may be necessary for completion of the total scope of the work. RECL however will assist or sign document which may be necessary for execution of the same.</p> <p>XXXI. Bidder at his own cost shall arrange the clearance of the spare parts, equipment etc. from customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fees, charges, post fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company will provide all reasonable assistance but the responsibility for clearance will rest on the bidder.</p> <p>XXXII. Bidder will have to arrange his own transport facility for the maintenance engineer/technician to attend to the maintenance calls and for movement of spares.</p> <p>XXXIII. Bidder will have to arrange his own accommodation for its engineer/technician at New Delhi.</p> <p>XXXIV. Bidder will have to maintain all hardware installed through this tender</p> <p>XXXV. No cannibalization of any equipment will be permitted to carry out the maintenance services.</p> <p>XXXVI. Bidder will have to follow the preventive maintenance schedule given by RECL, for each item, strictly throughout the period of contract.</p> <p>XXXVII. The bidder shall have to provide his own maintenance equipment for various types of connectors and other test and measuring equipment to his engineer for carrying out</p> |
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| | | <p>the maintenance as and when required.</p> <p>XXVIII. The bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The bidder shall indemnify and hold harmless the RECL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the bidder or its personnel. The bidder shall not indemnify the RECL to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the RECL.</p> <p>XXIX. The bidder shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand. Should the profile of any personnel be not acceptable to the RECL will require the bidder to suitably replace such personnel.</p> <p>XL. If for any reason beyond the control of the bidder, there arises a need to replace any personnel, the bidder shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of the RECL</p> <p>XLI. The selected bidder should make presentations of the technical solution to RECL in presence of consultants/ experts as appointed/ decided by RECL at the convenience of & as and when desired at any stage of project execution by REC.</p> <p>XLII. The Responsibilities Matrix stipulating the various responsibilities is detailed at the end of this section at Table - A</p> |
| <p>4.20</p> | <p>TERMINATION CLAUSE</p> | <p>Termination for RECL’s Convenience</p> <p>1 The RECL may at any time terminate the Contract for any reason by giving the bidder 4 weeks of notice of termination that refers to sub-Clause 4.20.1 hereof.</p> <p>2 Upon receipt of the notice of termination under Sub-Clause 4.20.1 hereof, the bidder shall either immediately or upon the date specified in the notice of termination</p> <p>a) Cease all further work, except for such work as the RECL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition</p> <p>b) Terminate all subcontracts, except those to be assigned to the RECL pursuant to paragraph (d) (ii) below</p> <p>c) Remove all bidder’s Equipment from the Site, repatriate the bidder’s and its Subbidders’ personnel from the Site,</p> |

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| | | <p>remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition</p> <p>d) In addition, the bidder, subject to the payment specified in Sub-Clause 4.20.3 hereof, shall</p> <p>(i) Deliver to the RECL the parts of the Facilities executed by the bidder up to the date of termination</p> <p>(ii) To the extent legally possible, assign to the RECL all right, title and benefit of the bidder to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the RECL, in any subcontracts concluded between the bidder and its Subcontractors</p> <p>(iii) Deliver to the RECL all drawings, specifications and other documents prepared by the bidder or its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>3 In the event of the termination of the Contract under Sub-Clause 4.20.1 hereof, the RECL shall pay to the bidder the Price, the properly attributable to the parts of the Facilities executed by the bidder as of the date of termination. However, no consequential damages shall be payable by the RECL to the bidder in the event of termination.</p> <p>4 Termination for bidder's Default</p> <p>The RECL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the bidder, referring to this Sub-Clause 4.20.4 hereof:</p> <p>i) If the bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the bidder takes or suffers any other analogous action in consequence of debt.</p> <p>ii) If the bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 4.20.4 (Assignment) hereof.</p> <p>1. If the bidder</p> <p>a) Has abandoned or repudiated the Contract</p> <p>b) Has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than 4 (four) weeks after receiving a written</p> |
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| | | <p>instruction from the RECL to proceed</p> <ul style="list-style-type: none"> c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause d) Refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the contract hereof, at rates of progress that give reasonable assurance to the RECL that the Bidder can attain Completion of the Facilities by the Time for Completion. <p>Then the RECL may, without prejudice to any other rights it may possess under the Contract, give a notice to the bidder stating the nature of the default and requiring the bidder to remedy the same. If the bidder fails to remedy or to take steps to remedy the same within four (4) weeks of its receipt of such notice, then the RECL may terminate the Contract forthwith by giving a notice of termination to the bidder that refers to this Sub-Clause 4.20.2 hereof.</p> <p>2. Upon receipt of the notice of termination under Sub-Clauses 4.20.1 or 4.20.2 hereof, the bidder shall, and either immediately or upon such date as is specified in the notice of termination,</p> <ul style="list-style-type: none"> a) Cease all further work, except for such work as the RECL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean & safe condition b) Terminate all subcontracts, except those to be assigned to the RECL pursuant to paragraph (d) below c) Deliver to the RECL the parts of the Facilities executed by the bidder up to the date of termination d) To the extent legally possible, assign to the RECL all right, title and benefit of the bidder to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the RECL, in any subcontracts concluded between the bidder and its Subcontractors e) Deliver to the RECL all drawings, specifications and other documents prepared by the bidder or |
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| | | <p style="text-align: center;">its Subcontractors as at the date of termination in connection with the Facilities.</p> <p>5. The RECL may enter upon the Site, expel the bidder, and complete the Facilities itself or by employing any third party at the risk and cost of the bidder. The RECL may, to the exclusion of any right of the Bidder over the same, take over and use any Bidder's Equipment owned by the Bidder and on the Site in connection with the Facilities for such reasonable period as the RECL considers expedient for the supply and installation of the Facilities.</p> <p>Upon completion of the Facilities or at such earlier date as the RECL thinks appropriate, the RECL shall give notice to the Bidder that such Bidder's Equipment will be returned to the Bidder at or near the Site and shall return such Bidder's Equipment to the Bidder in accordance with such notice. The Bidder shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.</p> <p>6. Subject to Sub-Clause 4.20.7 hereof, the Bidder shall be entitled to be paid the Price attributable to the Part of the Facilities executed as at the date of termination, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition and rent of the Bidder's equipment, if any, used by the RECL. Any sums due to the RECL Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Bidder under this Contract.</p> <p>7. If the RECL completes the Facilities, the cost of completing the Facilities by the RECL shall be determined.</p> <p>If the sum that the Bidder is entitled to be paid, pursuant to Sub-Clause 4.20.6 hereof, plus the reasonable costs incurred by the RECL in completing the Facilities exceeds the Contract Price, the Bidder shall be liable for such excess.</p> <p>If such excess is greater than the sums due to the Bidder under Sub-Clause 4.20.6 hereof, the Bidder shall pay the balance to the RECL, and if such excess is less than the sums due the Bidder under Sub-Clause 4.20.6 hereof, the RECL shall pay the balance to the Bidder.</p> <p>The RECL and Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.</p> <p>In this Clause 4.20 hereof, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant & Equipment and Structures acquired (or subject to a legally binding obligation to purchase) by the Bidder and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.</p> <p>8. In this Clause 13 hereof, in calculating any money due from the</p> |
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|--------------------|-------------------------------------|--|
| | | <p>RECL to the Bidder, account shall be taken of any sum previously paid by the RECL to the Bidder under the Contract, including any advance payment paid pursuant to Terms of Payment hereof.</p> |
| <p>4.21</p> | <p>No suspension of Work</p> | <p>The obligations of the RECL and the Supplier shall not be altered by reasons of conciliation/ arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the Supplier shall continue to be made in terms of the contract.</p> <p>Subject to the above including the sub-clauses that is pending conciliation or arbitration on any issue between the RECL and the Supplier, it shall be agreed that the RECL shall be entitled to claim any amount as reimbursement as per the claim in writing for any works done by the RECL from the outside agency for the default of the Supplier in respect of any item for which such conciliation or arbitration as stated above is pending and the Supplier shall jointly and severally be liable to pay such amount or amounts immediately on receipt of such demand from the RECL without demur, and in case of the award in such arbitration is given by the arbitrators in favour of the Supplier, then the amount/s under the award shall be refunded to the supplier, as the case may be by the REC, immediately on receipt of such award, if not challenged in a court of law.</p> <p>Risk Purchase Clause</p> <p>Notwithstanding what is stated above, it shall be agreed that the supplier (for the purpose of this clause who shall include the implementation partner) shall be responsible to RECL for implementation of the project and the supplier and implementation partner shall be jointly and severally liable for all claims of RECL not more than the contract value in respect of the work done or to be done by RECL from outside agencies for the default of the supplier or implementation partner as the case may be, till the termination of the contract by RECL under clause 4.20). This clause may be invoked during the period of project implementation and maintenance period with effect from the date of signing of the contract</p> <p>Default: Means non performance /no response w.r.t the assigned task within 21 days of the receipt of the written query/ reminder from the RECL sent through e-mail/ fax/ letter.</p> |

RESPONSIBILITIES MATRIX

TABLE – A

| S. No. | Activity | Primary Responsibility | Secondary Responsibility |
|--------|---|------------------------|--------------------------|
| 1.0 | Placement of Purchase Order | RECL | |
| 2.0 | Schedule For Testing | Bidder | RECL |
| 3.0 | Carrying out Testing | RECL | Bidder |
| 4.0 | Safe Delivery of Equipments | Bidder | |
| 5.0 | Installation, Commissioning & Integration of Equipments | Bidder | RECL |
| 6.0 | Issue Joint Acceptance Certificate | Bidder | RECL |
| 7.0 | Submission of Invoice with proper relevant documents | Bidder | RECL |
| 8.0 | Payment to Bidder | RECL | Bidder |
| 9.0 | Onsite Comprehensive Warranty Maintenance for Three years | Bidder | |
| 10.0 | Onsite Facilities Management for Three years | Bidder | |
| 11.0 | Training of RECL nominated staff | Bidder | RECL |
| 12.0 | Certification Training of RECL nominated staff | Bidder | RECL |
| 13.0 | Certification Examination of RECL nominated staff (One attempt) | Bidder | RECL |
| 14.0 | Submission of Quarterly Warranty Maintenance and Facilities Management Report | Bidder | |

SECTION V
ANNEXURES

Checklist for Bid Submission

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

| | |
|--|--------|
| 1.0 EMD & Application Money : | |
| 1. Have you submitted the EMD asked for in the tender? | Yes/No |
| 2. Have you submitted the requisite application money asked for in the tender, if applicable? | Yes/No |
| 2.0 Eligibility Criteria as per clause 1.2 of section 1 | |
| 1. Have you attached the ROC Certification and 5 years operation documents? | Yes/No |
| 2. Have you submitted the undertaking pertaining to single point of contact ? | Yes/No |
| 3. Have you attached the documents pertaining to 3 years of experience in IT infrastructure? | Yes/No |
| 4. Have you attached audited balance sheets of last three years indicating the average turnover to be Rs 25 crore or more per year ? | Yes/No |
| 5. Have you attached the OEM Authorized Channel Partner documents? | Yes/No |
| 6. Have you attached the Details of 2 projects in India executed which are of the at least 2 crores each and of similar nature? | Yes/No |
| 7. Have you enclosed details of at least two clients where you provide facilities management services of value >= 10 Lacs during the last three years ? | Yes/No |
| 8. Have you enclosed copy of ISO 9001:2000/ BS 15000/ equivalent certificate? | Yes/No |
| 9. Have you enclosed the documentary proof for net worth of Rs 25 Crore? | Yes/No |
| 10. Have you enclosed proof of having booked profit in the last two years? | Yes/No |
| 11. Have you attached the OEM authorization(s) and service provider proof(s) specifically addressed to the DGM (IT), RECL for each of the systems/ equipments and/or products? | Yes/No |
| 12. Have you enclosed details of branch office/head office along with required off-site maintenance facilities and at least 50 service and support engineers in NCR of India? | Yes/No |

| | |
|---|--------|
| 13. Have you enclosed proof of Sales Tax/VAT, Service Tax, PAN registration numbers? | Yes/No |
| 14. Have you enclosed valid Article of Association/ Partnership deeds etc. as issued by Registrar of Companies in India ? | Yes/No |
| 15. Have you attached proof and client references of at least one installation of ERP on the hardware(server) model offered? | |
| 3.0 Technical Bid: | Yes/No |
| 1. Has the bid document been issued to you? | Yes/No |
| 2. Have you attached the bid form shown in Annexure-B | Yes/No |
| 3. Have you attached the complete required documents as per section III clause 3.8 of the tender document ? | Yes/No |
| 4. Have you attached the undertaking for compliance to tender technical specifications & tender terms & conditions (Annexure E)? | Yes/No |
| 5. Have you attached the systems compatibility sheet (Fully Met, Partially Met –with details, Not Met) and the roadmap to meet the gaps to meet the specifications as per Annexure K? | Yes/No |
| 6. Have you enclosed the original tender document duly signed and sealed on each page? | Yes/No |
| 7. Have you provided necessary documentary evidence supporting the technical specifications of the offered solution? | Yes/No |
| 8. Have you enclosed the bid soft copy in a sealed DVD/CD? | Yes/No |

4.0 Financial Bid:

| | |
|---|--------|
| 1. Have you attached the bid form in the format shown in Annexure-I? | Yes/No |
| 2. Have you attached the price schedule for the systems / equipment in the format specified in Annexure – J in the commercial offer? | Yes/No |
| 3. Have you attached the price schedule for the optional items, if any in the format specified in Annexure – J in the commercial offer? | Yes/No |
| 4. Have you enclosed the bid soft copy in a sealed DVD/CD? | Yes/No |

4.0 Please arrange your bid document for each part as given below:

1. EMD Demand Draft and Application Money (If applicable) ; below that
2. Eligibility Criteria Documents: the documents should be attached in the same serial order as specified in 2.0 above; below that
3. TECHNICAL BID: the documents should be attached in same serial order as specified in 3.0 above
4. FINANCIAL BID: the documents should be attached in same serial order as specified in 4.0 above

NOTE: If the bid is not submitted as per the format, the same is liable to be rejected.

**BID FORM
(Technical Bid)**

(To be submitted on the firm's letter head and signed by an authorized person)

To

The DGM(IT)
Rural Electrification Corporation Ltd.
Core-4, SCOPE Complex, 7 Lodhi Road
New Delhi 110 003

Ref: Bid document No.

Dated: _____

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, commission, train and maintain goods and provide services as per the schedule of requirements of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the bidding documents.

If our bid is accepted, we will submit a bank guarantee for the sum equivalent to 15% of the Contract Price valid for a period of 38 months for the due performance of the Contract, in the form prescribed by the Rural Electrification Corporation Limited

We agree to abide by this bid for a period of One Hundred and Eighty Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

1. We declare:

i) that we have a team of technically qualified engineers and have state-of-the-art infrastructure.

ii) that our premises are equipped with all the facilities specified in the document.

2. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Financial Bid.

3. We enclose herewith the complete Technical Bid as required by you and as specified in Section III clause 3.8.

4. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.

5. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

or

A company and the person signing the document is the constituted attorney.

or

A consortium, and the person signing the bid document is the prime bidder of the consortium and he has authority to refer to arbitration disputes concerning the business of the consortium by virtue of the consortium agreement/by virtue of general power of attorney,

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable by duly attested by the person authorized to sign the bid document)

6. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of 2008

Signature of Bidder

Details of enclosures.

Full Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail

COMPANY SEAL

BID SECURITY FORM (EMD)

To,

The DGM(IT),
Rural Electrification Corporation Limited,
Core 4, Scope Complex, 7 Lodi Road,
New Delhi – 110 003

Ref: Bid Document No. _____

Sir,

Having examined the bidding documents, we, the undersigned, offer to supply, install, commission, train and maintain goods and provide services as per the schedule of requirements of the tender and in conformity with the said bidding documents.

We hereby submit a bid security / earnest money deposit of Rs 6,00,000/- (Rupees Six Lac Only) as per the tender terms and conditions vide Demand Draft No. _____ dated _____ drawn on _____ favouring _____

Dated this day of 2008

Signature of Bidder

Details of enclosures.

Full Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail

COMPANY SEAL

PERFORMANCE SECURITY FORM

To _____ (Name of RECL)

WHEREAS(Name of supplier) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated 20 to supply(Description of goods and Services) hereinafter called "the order".

AND WHEREAS it has been stipulated by you in the said order that the supplier shall furnish you with a Bank guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This security shall be in force and valid for a period of one year after the period of Performance Guarantee

This guarantee is valid until the day of20.....

Signature and Seal of guarantors

.....
.....
.....

Date20.....

Address :.....
.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

**Rural Electrification Corporation Limited
Core 4, Scope Complex,
7 Lodi Road
New Delhi – 110 003**

**UNDERTAKING ON COMPLIANCE OF TECHNICAL SPECIFICATIONS AND
TENDER TERMS & CONDITIONS**

I/We hereby undertake that I/we have read, studied and understood the technical specifications (Section I, Section II, scope of work and Annexure K) and tender terms and conditions completely.

I/We hereby undertake that we shall comply with the technical specifications and tender terms and conditions and there are no deviations of any manner in this regard from my/our side.

I/We hereby undertake to provide uninterrupted and timely support for the supplied systems/sub-systems including spare parts for a period of 6 years (including the warranty period of 3 years). After the warranty maintenance of three years, if RECL decides to go in for in-house maintenance of systems or through a third party, I/We shall supply the spares to RECL or a party designated by them. In case of the item/spare part being not available due to any reason the I/we shall provide an equivalent or latest item/spare part in lieu of the original item/spare part subject to the approval of the RECL. I/we also commit to undertake to provide on-site comprehensive maintenance for a further period of 3 years at the discretion of RECL.

I/We hereby undertake to agree execute the purchase order with bill of material as equal and/or super-set and/or sub-set of technically qualified accepted equipments/products/systems and subsystems, items of their brands and models for the entire range of equipments/products/systems covered by Annexure K of the tender for the prices specified in price schedule by me/us in Annexure J.

I/We hereby undertake that we shall comply with the section – II scope of work and requirements and there are no deviations of any manner and/or sort and/or form in this regard from my/our side. I/We hereby undertake that my/our offered bid is not based on any presumptions and/or assumptions and in the case of a failure my/our bid should be summarily rejected.

I/We undertake to be the single point of contact for RECL and shall be solely responsible for all warranties, upgrades, guarantees etc, offered by the OEM and/or partners including consortium partners and system integration and facilities management and for the entire scope of work as per the service levels defined in the tender document.

I/We hereby undertake that I/We shall provide the technical solution with same TPCC / SpecJBB ratings as proposed by me/us in the technical design in line with the mapping of CPU & TPCC / SpecJBB detailed by me/us in our technical bid.

I/We undertake that my/our bid is valid for a period of 180 days from the date of bid opening. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

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

TENDER RESPONSE MODEL OUTLINE

The following notes offer guidance to proposing suppliers in the form of a model outline for their response document. All the headings indicated below must be addressed in the sequence shown, providing as much relevant detail as possible. (Conformance to this outline will assist the subsequent evaluation and selection activities, and any variations should be documented).

Additional headings and information may be provided by the proposing supplier where they are required to include additional details or explanations.

1. Description Of The Proposing Bidder

Specifically include legal status, ownership, and the name of the person within the company who is responsible for this project.

2 Descriptions Of Any Proposed Third Parties

Provide similar information to that required in 1. above.

3. Relationships Between Proposing Bidder And Any Nominated Third Parties

Provide descriptions of the trading, commercial and legal relationships with any third party nominated in the response.

4. The Proposing Supplier's General Understanding Of The Project Requirements And The Proposed Total Solution

5. The Main Features Of The Proposed Solution And Any Areas Of Risk

6. Upgrade Strategy

Describe the strategy suggested for future upgrade of the supplied systems and any impact this strategy may have on operation etc.

7. Documentation

Describe the documentation that will be provided.

8. Backup And Disaster Recovery

Describe the backup and disaster recovery measures that will be provided.

9. Maintenance And Support

Describe the maintenance and continuing technical support services, escalations etc that will be provided for the proposed systems.

10. Implementation Activities And Timing

Provide detailed time schedule for the proposed implementation activities including the testing, delivery, installation, commissioning and maintenance of systems,

11. Requirements For Office Staff Involvement

Details of the requirements of involvement of RECL staff in the project activities such as design, specification, development, testing, training, and related project activities.

12. Benchmarking/Testing Procedures And Test Data Specification

Details of the proposed benchmarking/ testing procedures for equipments/systems.

13. Installation

Details of the procedures to be followed for the installation of equipments/systems

14. Warranties And Guarantees

Details of the warranty and guarantee conditions.

15. On-Site Facilities Management

Describe the on-site facilities management services, escalations etc that will be provided for the proposed systems.

16. References And Experience In Appropriate Fields

Details of relevant references (including contact names) and experience of the proposing supplier in the supply, installation, commissioning and maintenance of similar systems environments.

17. Other Relevant Information

Any other information, details, and observations that the proposing bidder considers relevant to the understanding and delivery of their proposed solution.

Dated this day of 2008

Signature of Bidder

Details of enclosures.

Full Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail

COMPANY SEAL

Proforma of Certificate for Joint Inspection Report after Successful Commissioning of the Equipment

No.

Dated:

M/s _____

Sub: Certificate of commissioning of equipment (Computer/Server, Networking Equipment, SAN Storage etc.)

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

- (a) Contract No/ Purchase Order No/ Work Order No.: _____ Dated: _____
(b) Description of Equipment: _____
(c) Date of Commissioning and proving/acceptance test: _____

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

| Sl. No. | Description | Amount to be Recovered |
|---------|-------------|------------------------|
| | | |
| | | |
| | | |

2. The proving test has been done to our entire satisfaction and users have been trained. The supplier has fulfilled his contractual obligations satisfactorily

OR

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

- (a).....
(b).....
(c).....
(d).....
3. The amount of recovery on account of non-supply of equipments, accessories and spares etc. is given under Para No. 2.
4. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at Sr. No. 3.

For Supplier
Signature.....
Name.....
Designation.....

FORM # 1
DEVIATIONS /EXCLUSIONS SCHEDULE

To

The DGM(IT)
Rural Electrification Corporation Limited
Core 4, Scope Complex,
Lodi Road
New Delhi - 110003

Ref: Bid document No

Dated-----

Sub: Supply, Installation, Commissioning and Training of Hardware and offered Solution for effective and efficient implementation of ORACLE 11i ERP in RECL.

Ref: Tender No. xxxxxxxx

Dear Sir,

We declare that the following are the only deviations and variations and exceptions/exclusions to the services as outlined in your Bidding Documents. Except these deviations, subject to the approval and acceptance by the RECL, the entire work shall be performed as per your requirements.

| Clause No. | Statement of Deviations/Exclusions and Variations |
|-------------------|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Date: _____

Place: _____

Signature _____

Name _____

Designation _____

Common Seal _____

Bid Letter
(On the letter head of the firm submitting the bid document)

To

The DGM(IT)
Rural Electrification Corporation Limited
Core 4, Scope Complex,
Lodi Road
New Delhi - 110003

Ref: Bid document No

Dated-----

Sub: Supply, Installation, Commissioning and Training of Hardware and offered Solution for effective and efficient implementation of ORACLE 11i ERP in RECL.

Ref: Tender No. xxxxxxxx

Sir,

Having examined the Bidding Documents, including Addenda Nos. *[insert numbers, if any]*, the receipt of which is hereby acknowledged and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for supply of goods and services as per the aforementioned subject and as per and in conformity to the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods / Services at the prices and rates mentioned in the Commercial Bid/ Price schedule Annexuree - J.

We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including supply, installation, commissioning and training charges as per the schedule of requirements including the relocation charges (as and when applicable).

We enclose herewith the complete Financial Bid as required by you. This includes:

1. Bid Letter
2. Price Schedule

We, the undersigned, offer to supply, install, implement, commission, train, integrate and put into operation the Servers, Storage, network, security etc, and allied items under the above-named Contract in full conformity with the Bidding Documents for the sum quoted in price schedule (hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the above amounts are given in the Price Schedule attached herewith and are made part of this bid.

We undertake that in case our bid is accepted, we:

- (1) Shall furnish the required advance payment security and performance security in the form, in the amounts, and within the times specified in the Bidding Documents.
- (2) Declare that the following are our prices in Indian Rupees on firm price basis for the entire project.
- (3) Declare that we shall be solely responsible for arranging Import License / foreign exchange (if any) for any materials, components and bought out items that may be required to be imported for the purpose of performing the work under this proposal and accordingly our bid price include all the customs & import duties and levies including license fees etc. payable by us and you shall not be liable for any issues in this regard whatsoever. We further confirm that any increase or decrease in the custom duty / exchange rate shall be borne by us.
- (4) Shall pass on any reductions in statutory taxes, duties, levies etc and our own price reductions (as per the terms of the tender or otherwise) to RECL.

We agree to abide by this bid, which, in accordance with Invitation To Bid and all other sections etc. of the tender (including all Annexures and other Documents, if any accompanying the Invitation to Bid) consists of this letter, the Price Schedule, the Bid Security, letter of authorization, documents establishing conformity, list of deviations and Attachments through [*specify: **the number of attachments***] to this Bid Form, for a period of 180 days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period and subject to unless we formally withdraw our bid in writing by giving a notice of at least seven working days, it will be deemed to be valid until such time..

We declare that the quoted price (and prices quoted for each component, the break-up of which is given in the Price Schedule) are firm and shall not be subject to any variation for the entire period of the assignment. We further declare that the quoted prices include all taxes as on the date of bid submission, duties and levies payable by us under aforesaid assignment.

Our Annual Maintenance Charges (AMC) is quoted per annum basis and will be valid, for a period of 3 years from the completion of 3 years warranty period as stipulated in the tender, subject to acceptance by RECL, New Delhi at its sole discretion.

We have given details of deviations and exclusions (clause wise) taken with reference to bidding documents provisions, along with justification for the services not covered in our offer.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents or any extended validity period and that we shall remain bound by a communication of acceptance within that time. We agree that on completion of the validity period, unless the We withdraw our bid in writing, it will be deemed to be valid until such time that we formally withdraw (in writing) our bid in writing by giving a notice of at least seven working days.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

Signature

Name

Designation and Common Seal...

Duly authorized to sign this bid for and on behalf of *[insert: name of Bidder]*

Price Schedule

TABLE – I

| Sl. No. | ERP functionality (Specify Make and Model) (A) | Quantity (B) | Unit Rate In INR (C) | Taxes per unit In INR (D) | Rates per year for extended warranty / AMC per unit item in INR (E) | Taxes on per year rate for extended warranty / AMC per unit item in INR (F) | Total in INR G=B* ((C+D)+ 3*(E+F)) (G) |
|---------|--|---------------------|--------------------------------|-------------------------------------|--|--|--|
| 1 | Production Application Server | 02 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 2 | Production Database Server | 02 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 3 | QA Database Server | 02 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 4 | QA Application Server | 02 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 5 | Development Server | 02 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 6 | Discoverer Server | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 7 | Portal Server | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 8 | Backup Server | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 9 | External SAN Storage | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 10 | SAN Switch | 02 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 11 | LDAP Authentication Server | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 12 | LTO Tape Cartridge | 150 | In words In figures | In words In figures | NA | In words In figures | In words In figures |
| 13 | Hardware management Console | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 14 | 42 U Rack | As Required | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 15 | Backup Management Software | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 16 | Switch | 02 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 17 | Firewall, IDS/IPS | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 18 | UPS | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 19 | Hardware Load Balancer | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| 20 | LTO Tape Drive | 01 | In words In figures | In words In figures | In words In figures | In words In figures | In words In figures |
| | | | | | | Sub-Total A | In words In figures |

TABLE – II

| Sl.No. | Certification Training & Examination (A) | Unit (B) | Unit Rate In INR (C) | Taxes per unit In INR (D) | Total in INR E=(C+D)*10 (E) |
|---------------|---|------------------------------|---------------------------------------|--|--|
| 1 | CISA/ BS7799/ ISO 27001 Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 2 | CISA/ BS7799/ ISO 27001 Certification Exam(s) Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 3 | CISSP Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 4 | CISSP Certification Exam(s) Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 5 | ITIL Foundation Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 6 | ITIL Foundation Certification Exam(s) cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 7 | ITIL Manager Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 8 | ITIL Manager Certification Exam(s) Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 9 | PMI-PMP Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 10 | PMI-PMP Certification Exam(s) cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 11 | Operating System Certification (Solaris/ AIX/ HP-UX, RH Linux, Microsoft) Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 12 | Operating System Certification (Solaris/ AIX/ HP-UX, RH Linux, Microsoft) Certification Exam Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 13 | Supplied Firewall Administration Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 14 | Supplied Firewall Administration Certification Exam(s) Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 15 | Supplied IDS/IPS Administration Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 16 | Supplied IDS/IPS Administration Certification Exam(s) Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 17 | SNIA Storage Network Foundations Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |

| Sl.No. | Certification Training & Examination (A) | Unit (B) | Unit Rate In INR (C) | Taxes per unit In INR (D) | Total in INR E=(C+D)*10 (E) |
|--------|--|------------------------------|----------------------------|------------------------------------|-----------------------------------|
| | | candidate | | | |
| 18 | SNIA Storage Network Foundations Certification Exam(s) Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 19 | SNIA Storage Networking Management / Administration Training Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| 20 | SNIA Storage Networking Management / Administration Certification Exam(s) Cost | Complete Track Per candidate | In words In figures | In words In figures | In words In figures |
| | | | | Sub-Total B | In words In figures |

TABLE –III

| Sl.No. | Item Description (A) | Unit (B) | Unit Rate In INR (C) | Taxes per unit In INR (D) | Total in INR E=(C+D)*36*2 (E) |
|--------|--|-------------------------|----------------------------|------------------------------------|-------------------------------------|
| 1 | Cost of FMS Personnel as per Scope of Work and SLA for three years (Minimum Two Persons in) (This may be extended by another 3 years, if necessary.) | Per Person Per Month | In words In figures | In words In figures | In words In figures |
| | | | | Sub-Total C | In words In figures |

TABLE –IV

| Sl.No. | Item Description (A) | Unit (B) | Unit Rate In INR (C) | Taxes per unit In INR (D) | Total in INR E=(C+D) (E) |
|--------|---|------------------------------------|----------------------------|------------------------------------|--------------------------------|
| 1 | Cost of Relocation and Recommissioning of the equipments and products as per the tender terms | Per Relocation and Recommissioning | In words In figures | In words In figures | In words In figures |
| | | | | Sub-Total D | In words In figures |

TABLE –V

| Sl.No. | Item Description (A) | Quantity (B) | Unit Rate In INR (C) | Taxes per unit In INR (D) | Total in INR E=(C+D) (E) |
|--------|---|-----------------|----------------------------|------------------------------------|--------------------------------|
| 1 | Oracle RAC | 02 | In words In figures | In words In figures | In words In figures |
| 2 | Oracle ATS for RAC for 1 st Year per annum | 01 | In words In figures | In words In figures | In words In figures |
| 3 | Oracle ATS for RAC for 2 nd Year per annum | 01 | In words In figures | In words In figures | In words In figures |

| Sl.No. | Item Description (A) | Quantity (B) | Unit Rate In INR (C) | Taxes per unit In INR (D) | Total in INR E=(C+D) (E) |
|--------|---|-----------------|----------------------------|------------------------------------|--------------------------------|
| 4 | Oracle ATS for RAC for 3 rd Year per annum | 01 | In words In figures | In words In figures | In words In figures |
| 5 | Oracle ATS for RAC for 4 th Year per annum | 01 | In words In figures | In words In figures | In words In figures |
| 6 | Oracle ATS for RAC for 5 th Year per annum | 01 | In words In figures | In words In figures | In words In figures |
| 7 | Oracle ATS for RAC for 6 th Year per annum | 01 | In words In figures | In words In figures | In words In figures |
| | | | | Sub- Total E | In words In figures |

Grand Total = Sub Total A + Sub Total B + Sub Total C + Sub Total D + Sub Total E

Note:

- a. All prices to be quoted in Indian Rupees only. No advance payment shall be made.
- b. All items in all the tables must be quoted failing which the bid is liable to be rejected.
- c. All taxes, duties, levies etc should be mentioned
- d. Price shall be deemed to be inclusive of all accessories, equipment etc required for full functionality of the proposed solution and ERP application as per the RECL requirement.
- e. The bidder should enclose a statement clearly specifying make and model for all items of Table – I
- f. In Table – II the formulae in Total indicating number of officials to be imparted certification training and respective certification examination is indicated as 10, this is for evaluation purpose only to arrive at the LQ1. However the actual quantities shall be as decided by RECL at its sole discretion.
- g. The prices of Equipment and/or products shall be inclusive of Bidder's Training Cost for providing operational, troubleshooting and administration training as per clause 1.1.7 m) at the discretion and convenience of RECL for at least 10 RECL nominated officials.
- h. Costs for certification training and examination of basic and advance administration for all supplied operating systems shall be deemed to be covered in the Table – II sl. No. 11 & 12.

**Annexure K
Technical Specifications**

Note:

- **The technical specifications given in this annexure are indicative only and not exhaustive in any manner. The bidder shall be deemed to have examined all requirements for successful implementation of the scope of the work.**

PART I: SERVER SPECIFICATIONS

The servers proposed to be procured for the various modules for Training, Development, Quality and Production Systems are as indicated below. Bidders shall clearly state the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) achievable from their solution.

The details of the servers to be tentatively deployed are as follows:

Note: The zones, quantity and server type may vary and shall depend on actual implementation.

Code :

- 1) DMZ : De-Militarized Zone
- 2) MZ : Militarized Zone

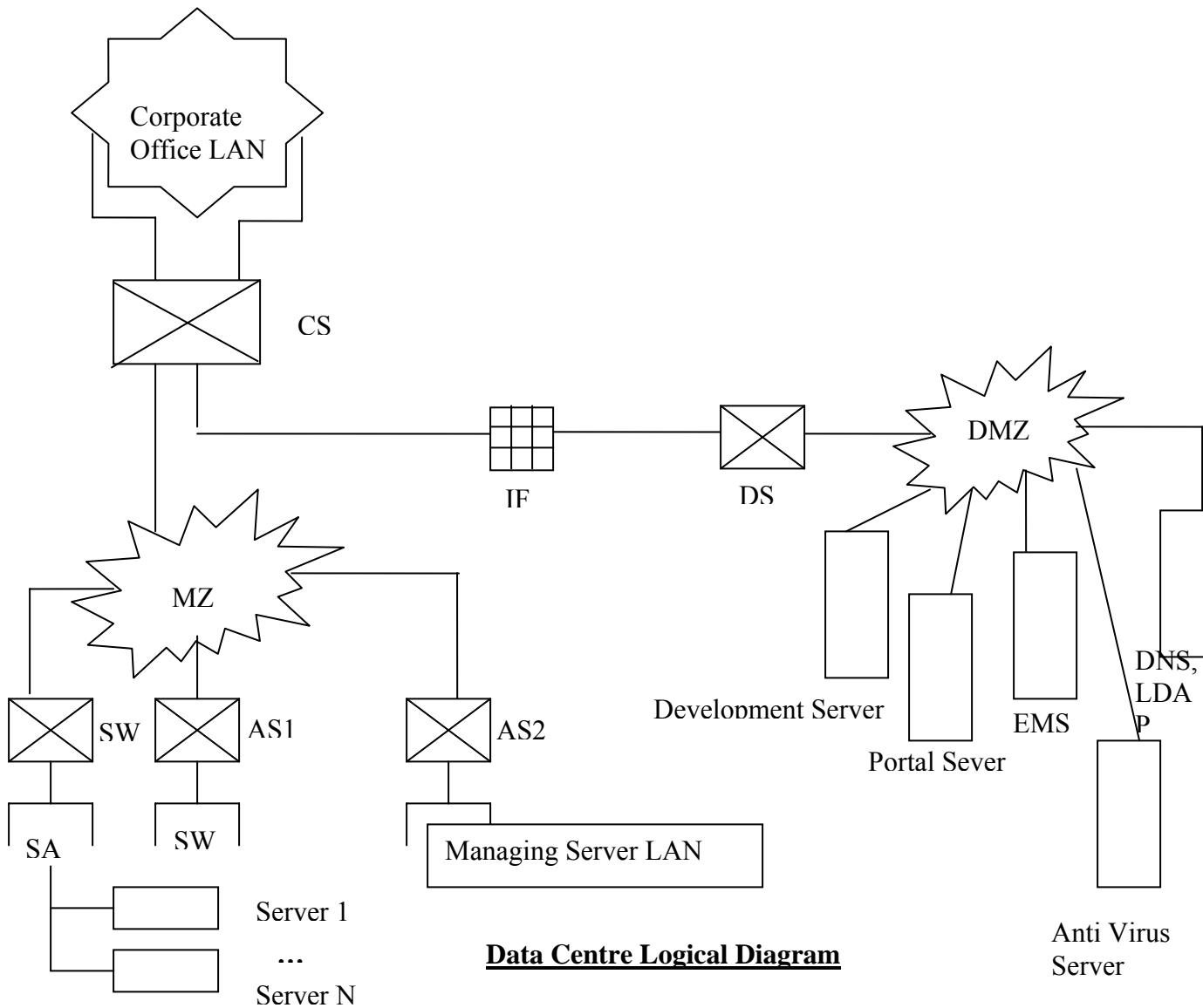
SERVER REQUIREMENT

| SNo. | ERP functionality | Zone | Quantity | Server |
|------|-------------------------------|------|----------|---|
| 1 | Production Application Server | MZ | 02 | RISC Load Balancing Active/Active with Failover (N+1) |
| 2 | Production Database Server | MZ | 02 | RISC /EPIC Load Balancing Active/Active with Failover (N+1) |
| 3 | QA Database Server | MZ | 02 | RISC /EPIC Load Balancing Active/Active with Failover (N+1) |
| 4 | QA Application Server | MZ | 02 | RISC Load Balancing Active/Active with Failover (N+1) |

| | | | | |
|----|-----------------------------|-----|-------------|---|
| 5 | Development Server | DMZ | 02 | RISC |
| 6 | Discoverer Server | MZ | 01 | RISC |
| 7 | Portal Server | DMZ | 01 | RISC |
| 8 | Backup Server | MZ | 01 | |
| 9 | External SAN Storage | MZ | 01 | With dual controller |
| 10 | SAN Switch | MZ | 02 | |
| 11 | LDAP Server | MZ | 01 | |
| 12 | LTO tape Cartridge | | 150 | |
| 13 | Hardware Management Console | | 01 | |
| 14 | 42 U rack | | As required | |
| 15 | Backup Management Software | | 01 | |
| 16 | Switch | | 02 | |
| 17 | Firewall, IDS/IPS | | 01 | Should be configured as active-active in future |
| 18 | UPS | | 01 | |
| 19 | Hardware Load Balancer | MZ | 1 | |
| 20 | LTO Tape Drive | MZ | 01 | |
| 21 | Miscellaneous | | | |

Line/ Logical Diagrams:

The line/ logical diagrams of data centre is given in the following section:



Abbreviations:

- CS-Central Switch
- AS-Access Switch
- IF-Internet Firewall
- DS-Distribution Switch
- SW-SAN Switch
- MZ – Militarized Zone
- DMZ – De-Militarized Zone

Servers in MZ:

- a) Production Database Servers
- b) Production Application Servers
- c) Quality Assurance (QA) Database Servers
- d) Quality Assurance (QA) Application Server
- e) Discoverer Server
- f) Backup Server

- g) AAA Authentication Server
- h) Hardware Load Balancer

Servers in DMZ

- a) Development Server
- b) Portal Server
- c) ITSM/ EMS Server
- d) DNS, LDAP, DHCP Servers
- e) Anti Virus Server

Required hardware specification

Serial No. 1 : Production Application Server

| | |
|--|--|
| PROD Application Servers Node 1 & 2 | 2 nodes high availability cluster (configured with Application Load Balancing) |
| Processors | 250 jops field upgradable to 500 jops per server supported by 3 rd party audited benchmark results OR Estimated Spec JBB 2005 35000 field ratings upgradeable to Spec JBB 2005 70000 per server. Should be supported by 3 rd party audited benchmark results |
| Processor Type | RISC |
| Cache per processor | 1 MB or above level 2 cache. |
| Main Memory | Minimum 12GB field upgradeable to 32 GB |
| Standard/Integrated Interfaces | |
| Network | 4 * 1-Gb Ethernet Ports |
| I/O Subsystem | DVDROM-Drive, keyboard, mouse & 2 * 4 GB Fiber Channel HBA Adapter |
| Mass Storage and Media | |
| Internal disk | 3 * 146 GB (15K-RPM SCSI/FC-AL) disks. |
| Operating system | Solaris / AIX / HP-UX / RH Linux |
| MISCELLANEOUS | Rack Mount |

Serial No. 2 : Production Database Server

| | |
|---|---|
| PROD Database Servers Node 1 & 2 | 2 nodes high availability cluster (configured with RAC) |
| Processors | Minimum 1,00,000 tpmc/ oltp field upgradeable to 1,90,000. tpmc ratings per server, should be supported by 3 rd party audited benchmark results. OR Estimated Spec JBB 2005 120000 field ratings upgradeable to Spec JBB 2005 240000 per server. Should be supported by 3rd party audited benchmark results. |
| Processor Type | RISC/EPIC |
| Cache per processor | 1 MB or above level 2 cache. |
| Main Memory | Minimum 12GB field upgradeable to 32 GB |
| Standard/Integrated Interfaces | |
| Network | 4 * 1-Gb Ethernet Ports |
| I/O Subsystem | DVDROM-Drive, keyboard, mouse &, 2 * 4 GB Fibre Channel HBA Adapter |
| Mass Storage and Media | |
| Internal disk | 3 * 146 GB (15K-RPM SCSI/FC-AL) disks. |
| Operating system | Any one of Solaris / AIX / HP-UX and RH Linux |
| MISCELLANEOUS | Rack Mount |

Serial No. 3 : QA Database Server

| | |
|---|---|
| QA Database Servers Node 1 & 2 | 2 nodes high availability cluster (configured with RAC) |
| Processors | Estimated 40,000 tpmc/oltp ratings per server, should be supported by 3 rd party audited benchmark results. OR estimated Spec JBB 40000 per server, should be supported by 3rd party audited benchmark results |
| Processor Type | RISC/EPIC |
| Cache per processor | 1 MB or above level 2 cache. |
| Main Memory | Minimum 6 GB field upgradeable to 12 GB |
| Network | 4 * 1-Gb Ethernet Ports |
| I/O Subsystem | DVDROM-Drive, keyboard, mouse & 2 * 4 GB Fibre Channel HBA Adapter |
| Internal disk | 3 * 146 GB (15K-RPM SCSI/FC-AL) disks. |
| Operating system | Solaris / AIX / HP-UX / RH Linux |
| MISCELLANEOUS | Rack Mount |

Serial No. 4 : QA Application Server

| | |
|--|--|
| QA Application Servers Node 1 & 2 | 2 nodes high availability cluster (configured with Application Load Balancing) |
| Processors | 100 jobs per server. Should be supported by 3 rd party audited benchmark results OR Estimated Spec JBB 2005 15000 field ratings per server. Should be supported by 3rd party audited benchmark results |
| Processor Type | RISC |
| Cache per processor | 1 MB or above level 2 cache. |
| Main Memory | Minimum 6 GB field upgradeable to 12 GB |
| Standard/Integrated Interfaces | |
| Network | 4 * 1-Gb Ethernet Ports |
| I/O Subsystem | DVDROM-Drive, keyboard, mouse & 2 * 4 GB Fiber Channel HBA Adapter |
| Mass Storage and Media | |
| Internal disk | 3 * 146 GB (15K-RPM SCSI/FC-AL) disks. |
| Operating system | Solaris / AIX / HP-UX / RH Linux |
| MISCELLANEOUS | Rack Mount |

Serial No. 5 : Development Servers

| | |
|---------------------------------------|--|
| Development Servers 1&2 | |
| Processors | Estimated tpmc / oltp 50,000 ratings per server, should be supported by 3 rd party audited benchmark results. Should be field upgrdable to 1,00,000 tpmc/oltp OR Estimated Spec JBB 2005 50000 field ratings upgradeable to Spec JBB 2005 100000 per server. Should be supported by 3rd party audited benchmark results |
| Processor Type | RISC |
| Cache per processor | 1 MB or above level 2 cache. |
| Main Memory | Min12 GB upgrable to 32 GB |
| Standard/Integrated Interfaces | |
| Network | 2 * 1-Gb Ethernet Ports |
| I/O Subsystem | DVDROM-Drive, keyboard, mouse & 2 * 4 GB Fibre Channel HBA Adapter |
| Mass Storage and Media | |
| Internal disk | 3 * 146 GB (15K-RPM SCSI/FC-AL) disks. |
| Operating system | Solaris / AIX / HP-UX / RH Linux |
| MISCELLANEOUS | Rack Mount |

Serial No. 6 : Discoverer Server

| | |
|----------------------------|--|
| Discoverer Server | |
| Processors | Estimated 50,000 tpmc/ oltp ratings per server, should be supported by 3 rd party audited benchmark results. OR estimated Spec JBB 70000 per server, should be supported by 3rd party audited benchmark results |
| Processor Type | RISC |
| Cache per processor | 1 MB or above level 2 cache. |
| Main Memory | 8 GB field upgradeable to 12 GB |
| Network | 2 * 1-Gb Ethernet |
| I/O Subsystem | DVDROM-Drive, keyboard, mouse & 2 * 4 GB Fibre Channel HBA Adapter |
| Internal disk | 3 * 146 GB (15K-RPM SCSI/FC-AL) disks. |
| Operating system | Solaris / AIX / HP-UX / RH Linux |
| MISCELLANEOUS | Rack Mount |

Serial No. 7 : Portal Server

| | |
|----------------------------|--|
| Portal Server | |
| Processors | Estiamted 40,000 tpmc/ oltp ratings per server, should be supported by 3 rd party audited benchmark results. OR estimated Spec JBB 40000 per server, should be supported by 3rd party audited benchmark results |
| Processor Type | RISC |
| Cache per processor | 1 MB or above level 2 cache. |
| Main Memory | 8 GB field upgradeable to 12 GB |
| Network | 2 * 1-Gb Ethernet Ports. |
| I/O Subsystem | DVDROM-Drive, keyboard, mouse & 2 * 4 GB Fibre Channel HBA Adapter |
| Internal disk | 3 * 146 GB (15K-RPM SCSI/FC-AL) disks. |
| Operating system | Solaris / AIX / HP-UX / RH Linux |
| MISCELLANEOUS | Rack Mount |

Serial No. 11 & 8: LDAP Server/Backup Server

| Sl. | Features | Specifications Required |
|-----|-----------------------------------|---|
| 1. | Make& Model | |
| 2. | Form Factor | 2 U / blade |
| 3. | CPU | 2 x X86-64 bit Dual Core CPU @ 3.00 GHz with 2 MB L2 Cache Memory and 1000 MHz FSB |
| 4. | Slots | Minimum of 4 nos. of PCI Slots (4 nos. of 64-bit Active PCI Express x8 or 64-bit PCI-X 133 MHz) and one PCI-X slot |
| 5. | Chipset | OEM approved Chipset |
| 6. | System Management Processor | Integrated Management Processor with full Out-of-Band Remote Systems Management facility, Graphical User Interface & IPMI 2.0 Compliance including highly secure remote power control |
| 7. | Memory | 8 GB PC2-5300 667MHz Fully Buffered ECC DDR2-SDRAM DIMM (Interleaved memory) with 4GB DIMM |
| 8. | Max. Memory | 32 GB (using 4GB DIMMs for 12 DIMM Slots) |
| 9. | Memory Protection Features | Active Memory features such as Memory Mirroring & Online Spare |
| 10 | Disk Controllers | Integrated Dual Channel Serial Attached SCSI (SAS) Disk Controller |
| 11 | Hard Disk Bays | Minimum of 4 x 3.5" SAS Hot-Swap Hard Disk front accessible bays |
| 12 | Hard Disk Drives | 3 x 300 GB 15K Hot-Swappable 3.5" SAS Hard Disk Drives |
| 13 | RAID Controller | RAID Controller with 256 MB Cache & Battery Backup Unit. Should support RAID 5. |
| 14 | Optical Drive | Combo CD-RW & DVD-ROM Drive |
| 15 | Ethernet Adapter | Dual Port 10/100/1000 Mbps Gigabit Ethernet Adapter with Wake-on-LAN & Alert-on-LAN |
| 16 | Video | ATI Radeon 7000 with 16MB DDR memory |
| 17 | Power Supply & Fans | Should have redundant Power Supply Units and atleast 8 Fans for cooling |
| 18 | Ports | Should have atleast 5 nos. of USB 2.0, 1 no. of Serial & 1 no. of RJ-45, Keyboard, Mouse & Video Ports |
| 19 | Diagnostics LEDs (Front Panel) | Should have LED based indicators for indicating failed components within the Server (visual indication of system well-being) |
| 20 | Predictive Failure Analysis (PFA) | PFA should be available for Processors, VRMs, Memory, HDDs, Power Supply & Fans in conjunction with Systems Mgmt. Software |
| 21 | System Management and Diagnostics | Integrated Management Processor to monitor Environment, event recording and Alert notification through visual Diagnostics, Power Mgmt. Features for monitoring actual power usage & providing power consumption capping details |
| 22 | System Software | Server Management software with the device drivers |
| 23 | Input Devices | Keyboard & Optical Mouse |

| Sl. | Features | Specifications Required |
|------------|------------------|---|
| 24 | OS Compatibility | MS Windows Server 2003 & R2 (Ent. and Std. Edn.) 32 & 64-bit, Red Hat Enterprise Linux 4.0 32 & 64-bit, SuSE Linux Enterprise 9.0 32 & 64-bit, Novell Netware Open Enterprise Server 6.5, VMWare ESX Server 3.0 |
| 25 | Host Bus Adapter | 2 Number 4Gbit/sec FC HBA – Only for the backup servers |

Serial No. 9: External SAN Storage

| | |
|---------------------------------|--|
| External Storage | |
| RAID Controller | Dual Active end-to-end 2/4 Gbps design. There should not be any single point of failure in the storage array. |
| Cache | Min 1GB cache per storage controller up gradable to 2 GB. The upgrade shall be either by upgrading cache on controller or by replacing the storage controller. |
| Host Interface | At least 2 nos. of 4 Gbps FC front end ports per controller to deliver 4 nos. of 4 Gbps front end ports in storage array. (with min aggregate bandwidth 16 Gbps) |
| Drive Interface | At least 2 nos. of 2 Gbps FC ports per controller |
| Support Drives | 73/146/300 GB Dual ported 4Gbps , 15000 RPM drives FC drives,73/146/300GB , 2Gbps, 10000rpm FC drives, /500GB or higher 3Gbps SATA II or equivalent drives |
| RAID Levels | 0,1,5,10 |
| San Supported | All Standard San Switch needs to be supported |
| Disk Space | Min 4 TB raw disk space (Using 4Gbps 146GB FC disks ,4 Gbps of 15k rpm in an end to end 2/4Gbps architecture). The total disk space should be extendable up to at least 50 TB. |
| Connectivity | Through SAN Switch with FC cables. |
| Availability | <ul style="list-style-type: none"> • Should offer dual active-active load-balanced and failover controllers • Should offer redundant power supplies and cooling units • Should support hardware based RAID 0, 1, 5 and 10 • Should support LUN Masking and software for the same should be configured for supporting at least 64 hosts • Storage controller should be able to support data replication |
| Scalability | <ul style="list-style-type: none"> • Should support at least 100 disks with the same base controller • Should be upgradeable to the next version by mere upgradation of the controllers and without requiring data migration (data in place upgrade) |
| Performance | <ul style="list-style-type: none"> • Should support a bandwidth of at least 16Gbps to the SAN/hosts • Should support a bandwidth of at least 8/16Gbps to the Disk Expansion • Should support iops of 1,10,000. |
| Management | <ul style="list-style-type: none"> • The management should be array based and should provide GUI and Web based management • The storage system should be supplied with Point in time copy both for snapshot as well as for full copies. The license shall be provided for both features and for full proposed capacity configuration for proposed storage array • The disk system should be capable of Remote copy functionality. |
| Operating System Support | Windows HPUX Sun Solaris IBM AIX Linux |

| | |
|--|---|
| <p>Additional Features (should support)</p> | <ul style="list-style-type: none"> • Dynamic Array Expansion/Online disk upgrade within array. • Dynamic Volume/LUN Expansion • Dynamic RAID migration/ Virtual LUN migration .when applicaions are online • On-line firmware upgrade for controllers and Disk drives |
| <p>SAN Software</p> | <p>SAN management software shall have the following features. If any software module requires exclusive hardware, it may be indicated and included in the scope of supply. All SAN software modules shall be preferably GUI based.</p> <ul style="list-style-type: none"> • Storage configuration and Management • Centralized storage management. |
| <p>Miscellaneous</p> | <ul style="list-style-type: none"> • Must be able to support intermix disk capacity 73GB; 146GB, 300GB FC in a single disk drive enclosure and FC and SATA II or equivalent drive within storage array. • Hot spares disk modules should be a standard feature. The same Global Hot Spare disk should be available to all the disks anywhere in the storage system belonging to any RAID group (RAID 10 or RAID 5). Atleast 2 Global Hot Spare should be configured in addition to the capacity asked in the tender. • Performance monitoring of the SAN has to be provided once in six months |

Serial No. 10: SAN Switches

SAN Switch FC

| S.No. | Description | Specification |
|--------------|--------------------|--|
| 1 | SAN switch | <ul style="list-style-type: none">• At least 16 port, each port of 4Gbit/sec line speed (full duplex); auto-sensing of 1 Gbit/sec, 2 Gbit/sec, and 4 Gbit/sec port speeds; programmable to fixed port speed; speed matching between 1, 2, and 4 Gbit/sec ports. • Fully populated and active SFP's at 4Gbps• Cables to be supplied.• The Switches should have ISL functionality.• The Switch should have redundant power supply. |

Serial No. 12: LTO Tape Cartridge

| | |
|---------------------------|---|
| LTO Tape Cartridge | |
| Tape Drive Type | LTO Ultrium 3/4 |
| Miscellaneous | Should Conform to the supplied LTO Tape Drive as per Serial no. 20. |

Serial No. 13: Hardware Management Console

| |
|---|
| Hardware Management Console |
| |
| Description |
| |
| Rack-mounted Hardware .Management Console |
| 1 GB system memory |
| 1 Serial Port |
| 2 Nos Integrated 10/100/1000 Mbps Ethernet Port |
| 4 Nos USB Ports |
| 2 Nos Integrated Graphics Ports |
| 1 No. External Modem |
| 80 GB Serial ATA HDD |
| DVD-RW for backup |
| 17" Flat Panel Monitor |
| Redundant Power Supply |
| USB Keyboard and Mouse |
| Power Cable, Power Cord and all necessary Accessories |

Serial No. 14: Rack

| |
|--|
| 42U RACK : Qty to be specified by the bidder |
| Rack : OEM Enterprise class rack and all its accessories to house all Servers & other related equipment. |
| Front door (Black) for High Perforation (2m racks) |
| Side Panel (Black) |
| PDU to Wall Powercord 14', 200-240V/24A, UTG0247, IEC309 P+N+G |
| Field Integration Indicator, Ship Empty Rack, Fans for proper air circulation |
| Power Distrib Unit Specify - Base/Side Mount, Universal UTG0247 Connector |
| Should have enough Power Distribution Units to take care of all the servers power connectivity |

Serial No. 15: Backup Management Software

| | |
|-----------------------------------|---|
| Backup Management Software | |
| Software | Backup Manager Engine should be able to take the auto schedule GUI based on Backup through SAN |
| Compatible O/S | M.S Windows / Solaris / HP-UX / AIX/ LINUX |
| Backup Agent | Backup agent for all servers and Oracle online agent for PROD instance. It should be able to restore in any of the servers. |

- Backup Strategy:
 - For ORACLE 11i E- Business Suite database, a point in time copy will be done and then backup will be taken from point in time copy to tape. This backup should be completed in preferably 3 hours. For rest of the databases, online backup will be taken using ERP backup tool management software integrated with OEM backup software.

Back-up Software

The Back-up Software shall have the following features.

- The tape drives should be sharable across all servers/partitions.
- The licenses should be quoted for the number servers/CPU's that are offered as part of the entire solutions.
- Back-up software should be a single solution for supporting multiple operating systems and application using a single product which would take care of Growth in future.
- Back-up software should provide on-line back-up of Oracle.
- Backup software should be configured in such a manner such that it supports split mirror back for ORACLE using Point in time software of the SAN Storage Array.
- Back-up software should support multiple simultaneous client sessions for back-up and restore.
- The Catalogue should be a database for efficient management and better performance.
- The back-up software should support features like Point-in-time back up/ restore and Archive /retrieve.
- Single Back-up software should support back-up over LAN and SAN to provide investment protection.
- Back-up software should be scalable and provide enterprise management capability without use of additional servers etc.
- Should provide integration with Enterprise Management software such as Tivoli, Unicenter TNG, HP-Open view etc.
- The backup software should be supplied with complete licenses for all the servers,

storage and as per the proposed solution. The cost of backup management software shall be deemed to be inclusive software licenses cost for the complete solution.

However, it should be noted that the backup and restore will be as per the backup policy and Disaster Recovery policy.

Serial No. 16: Switches

Specifications for Switch

Architectural Features

The offered switch should have the following architectural features:

- 1) Should have a minimum of 24/ 48 10 /100 Mbps Fast Ethernet auto and provision for 2 10/100/1000 /SFP/GBIC Base T Gigabit / Ethernet uplink ports
- 2) Should have adequate on board memory to meet all the features and requirements as mentioned in the tender.
- 3) Support for a minimum of 8000 MAC addresses
- 4) IEEE 802.1Q VLAN Support – Port based VLANs
- 5) IEEE 802.1x
- 6) RADIUS / AAA Support
- 7) All ports can auto-negotiate between 10Mbps/100 Mbps, half-duplex or full duplex and flow control for half-duplex ports.
- 8) A minimum of 16 Gbps switching fabric capacity for 24-port switch and a minimum of 32 Gbps for 48 port switch.
- 9) Should have throughput at least 6 Mpps for 24 port and 12 Mpps for 48 port.
- 10) Support IGMP Snooping with Broadcast Control.
- 11) Support for IPv6

Performance

- 1) Multi-layer ACL and QoS control
- 2) Should support Per-port bandwidth control
- 3) 802.1p Priority Queues, port mirroring
- 4) The switch must support Port Mirroring, Port Trunking and 802.3ad LACP Link Aggregation port trunks
- 5) Support IEEE 802.3x flow control for full-duplex mode ports.
- 6) Support 802.1D Spanning Tree and IEEE802.1W RSTP, multiple Spanning Tree (V2)
- 7) Support based on 802.1p priority bits with at least 4 priority queues.
- 8) Support for flow control.
- 9) Support for PVST/ PVST+ or multiple STP groups.

10) Support 802.1Q VLAN, IGMP snooping.

Protocol and Traffic

- 1) Simple Network Time Protocol support
- 2) Multicast filtering per port should be supported
- 3) Switch should support traffic segmentation
- 4) Traffic classification should be based on user-definable application types:
TOS, DSCP, Port based, Mac address, IP address, TCP/UDP port number

Management

- 1) Switch needs to have a serial console port for management via a console terminal or PC
- 2) Must have support SNMP upto ver.3
- 3) Support Web-based management, Web GUI traffic monitoring
- 4) Web management should enable management for a minimum of 15 geographically distributed switches through a common browser window or through common NMS.
- 5) CLI management and out of band managementsupport. and IP filtering on the management interface
- 6) Must have have TFTP support

Layer 2 Features

The offered switch should have the following Layer-2 features:

- 1) L2 Switching Support
- 2) Spanning-Tree Protocol (IEEE 802.1D)
- 3) Per port broadcast, unicast and multicast storm control

Security Features

The offered switch should have the following security features:

- 1) Multi-Level access security on switch console to prevent unauthorized users
- 2) Support for 802.1x port based authentication
- 3) 802.1x with Port Security
- 4) Port Security based on the MAC address of a user's device
- 5) System Event Logging
- 6) Syslog
- 7) Support RADIUS/ TACACS+.
- 8) SSHv2 and SNMPv3 support

- 9) DHCP snooping
- 10) Support for at least 250 Access Control entries.
- 11) IGMP snooping

Network Management

The offered switch should have the following Network Management Features:

- 1) Embedded support for Web based management using standard web browser.
- 2) Support for SNMP v1/v2/v3
- 3) Switch must be remotely managed via one telnet session for all module configuration
- 4) The switch should have a provision of alarm notification for providing automated e-mail notification of network errors and alarm thresholds.
- 5) Support for SPAN port functionality for measurement using a network analyzer or RMON probe or Port Mirroring.
- 6) Real Time Multi-Port Statistics
- 7) Device and Port Groupings for Navigation and Policy Management
- 8) Multi Vendor Support
- 9) Private and Enterprise MIB
- 10) Access Rights
- 11) Traffic Volume/Error/Congestion Monitoring
- 12) TFTP Download/Upload Software
- 13) Physical dimensions should comply with 19” wide industry rack and 1RU height

Serial No. 17: Firewall & IPS

Specifications for Firewall and IPS

Note: The design and specification for firewall is tentative. Vendor should submit technical solution which should meet all the requirement. However separate appliance must be proposed for any feature whenever there is a possibility of performance degradation beyond 10% for inclusion of that feature.

Appliance Specifications:

Hardware Architecture -:

1. The appliance(s) should have multi-bus system Architecture
2. The appliance(s) should have Firewall, VPN, Full IPS functionality.
3. Should support unlimited Users/Nodes

PERFORMANCE SPECIFICATIONS -:

1. The Firewall Throughput should be at least 1000 Mbps
2. Should support concurrent threat mitigation throughput (Firewall + Intrusion prevention) at least 200 Mbps in single or across two appliances
3. Should support VPN Throughput at least 80 Mbps
4. Should support IPSec VPN Peers at least 600
5. Should support at least 280,000 Concurrent Sessions
6. Should have 4 Integrated Gigabit Ethernet port
7. Should support inbuilt support for IPSEC VPNs with DES/ 3DES and AES support
8. Should have integrated VPN accelerator card (support for both site-to-site and remote-access VPNs) / On board hardware acceleration
9. Should support at least 150 VLANs
10. Network Time Protocol (NTPv2/3) Client
11. Should have high availability Active/Active and Active/Standby
12. Should provide Console serial port and/or Auxiliary serial port

High Availability Requirements

1. On power up the appliance should use built-in system monitoring & diagnostics before going online to detect failure of hardware.
2. The appliance should support Stateful failover to prevent session losses to be minimal.
3. The appliance should support an integrated hardware based VPN accelerator card / On board hardware acceleration
4. The appliance should support in rack serviceability with easy access to the main board.

5. IKE keepalive should be supported that allows the devices to detect a dead remote peer for IPSEC redundancy.
6. The software on the firewall should support online software reconfiguration to ensure that changes made to a firewall configuration take place with immediate effect.
7. Intelligent environmental design to ensure low failure rates due to environmental conditions.
8. High mean time between failure values should be supported to ensure long life of firewall hardware.
9. Active/Standby failover services as a cost-effective high availability solution,
10. Deliver advanced Active/Active failover services where both Firewall Security Appliances in a failover pair actively pass network traffic simultaneously and share state information bi-directionally.

Miscellaneous Hardware Requirements

1. The firewall should support a minimum DRAM of at least 512MB or as needed for normal operation and should be upgradeable to higher memory.
2. A minimum of 64 MB flash memory as needed for normal operation that is required for storing the operating system and the configuration file.
3. Flexible Rack Mounting Configurations
4. Support for Health LEDs, LCD etc for all modules to indicate operational status of the module.
5. Extensive debugging capabilities to assist in hardware problem resolution.

Software Requirements

The firewall should support the following software features.

- Support for OSPF
- Support for LAN Based Failover
- Support for VLAN (802.1Q trunking)
- The firewall should be RFC 1918 compatible with support for Static & Dynamic Network Address Translation and also Port Address Translation
- Support for bi-directional NAT
- VPN tunneling support
- The firewall should support configurations through a command Line interface as well as a GUI based
- Support for cut-through proxy
- Support for NAT-T (NAT Transparency)
- Support for fix-up (to support fix-up protocols like H.323, SIP, FTP etc)

Network Management

1. Telnet client and server functionality support is must.

2. The firewall must support FTP or TFTP for easy software upgrades over the network.
3. Dedicated Out-of-Band Management Interface
4. Network management services should be provided using standards based protocols like SNMP & SNMP V2. The following MIBs should be supported :
SNMP get, SNMP trap, MIB II, Firewall MIB, Syslog MIB
5. **Real time alerting & notification features and Syslog support.**

Fire walling features support include :

- **Majority of Application/Protocol Inspection Engines:**
 - **HTTP, ESMTP, H.323, FTP, RPC, ICMP, NAT support for RTSP/MGCP**
- All inspection engines have the ability to be enabled or disabled via configuration
- Ability to configure inspection engines on an interface, network, or host basis
- Outbound ACLs
- Configuring NAT policy will not be required to pass traffic through the device. NAT no longer a prerequisite for firewalling
- Option to pass traffic between interfaces with the same security level

VPN Features support include -:

- TCP based NAT transparency
- VPN Hub, client-to-client routing; traffic u-turn on interface
- Block VPN clients by OS and type
- Support for Diffie Hellman Group 7 (ECC) and VPN Client
- OSPF routing
- IKE DoS safeguards (Aggressive Mode knob)
- Support for n-tiered X.509 certificate chaining
- Manual X.509 certificate enrollment (PKCS 10/7 support)
- 4096-bit RSA support

Authentication, Authorization and Accounting (AAA) Features:

- Support multiple RADIUS accounting servers
- Accounting for management traffic - generates AAA accounting records for management connections to the device.
- Native Window NT/Active Directory user authentication support (VPN only)
- Native SDI/RSA SecurID user authentication support (VPN only)

IPS features support should include -:

1. Support for hybrid IDS/IPS services that allow a single sensor to operate simultaneously both as an IDS sensor and an IPS sensor.

2. Should support deep inspection services for Web traffic, which provide granular control over HTTP sessions for improved protection from a wide range of Web-based attacks
3. Support HTTP security services, including RFC compliance enforcement, protocol anomaly detection, protocol state tracking, response validation, Multipurpose Internet Mail Extensions (MIME) type validation and content control, Uniform Resource Identifier (URI) length enforcement.
4. Support advanced FTP inspection services, including protocol anomaly detection, protocol state tracking, Network Address Translation (NAT) and Port Address Translation (PAT) support, and dynamic port opening and closing
5. support for port-hopping UNIX applications through stateful inspection and NAT services for Sun RPC and NIS+ sessions transactions that use Portmapper v2 or RPCBind v3 or v4
6. Should support advanced H.323 inspection services that support versions 1-4 of the protocol along with Direct Call Signaling (DCS) and Gatekeeper Router Control Signaling (GKRCS) to provide flexible security integration in a variety of H.323-driven voice-over-IP (VoIP) environments
7. Support fortified SIP inspection engine that secures both, UDP and TCP based SIP environments
8. Enables inspection of H.323, SIP voice and multimedia streams that have been fragmented or segmented
9. Delivering a wide array of inline packet drop actions, including the ability to drop single malicious packets, all packets within a flow that contains multiple malicious packets, and all packets from the attacker's IP address.
10. IPv6 environment attacks identification through the inspection of IPv4 traffic being tunneled into IPv6
11. Should support policy-based QoS services, with support for LLQ and Traffic Policing for prioritizing latency-sensitive network traffic and limiting bandwidth usage of administrator-specified applications
12. Support advanced protection from known and unknown network and application layer attacks, DoS attacks, and malware, including worms, network viruses, Trojan horses, spyware, and adware
13. Should Provides specialized safeguards to "scrub" network traffic to prevent "detection evasion" attempts, including IP fragmentation reassembly and normalization, TCP stream reassembly and normalization, TCP evasion control, as well as IP antispoofing and deobfuscation services
14. Provides on-device event correlation capabilities to quickly identify and stop new threats and optionally reduce the number of events sent to centralized monitoring systems for analysis
15. Should have variety of technologies to defend businesses from many popular forms of attacks, including DoS attacks, fragmented attacks, replay attacks, and malformed packet attacks
16. Should support Zero-Downtime Software Upgrades

Serial No. 18: Uninterrupted Power Supply (UPS)

Uninterrupted Power Supply

- 1) The bidder should size and quote for online UPS for CO with One hour battery backup
 - a. Capacity of the UPS should be calculated as per power requirements of all kinds of equipments (server, switch, SAN storage etc) at 70% load factor.
 - b. The UPS should be On-Line and Modular (n+1 failover)
 - c. The UPS should support Remote Manageability (SNMP / Web GUI for monitoring Status)
 - d. UPS should have power factor 0.75
 - e. Should have its own battery bank
 - f. The offer should be submitted with racks and inter-connectors
 - g. Electrical cabling from Input to UPS and cabling and DB from UPS to server are to be done by the bidder
 - h. The bidder has to ensure three phase power supply from UPS. All necessary power distribution (supply and installation) as per requirement of various equipment is in scope of the bidder.
 - i. Earthing, if required, to be done by the bidder.

Serial No. 19: Hardware Load Balancer

HTTP Hardware Load Balancer Specification.

| S.No. | Description | Specification |
|-------|--|---|
| 1 | Max Concurrent session | > 10,00,000 |
| 2 | L4 Connections/Sec | > 80,000 |
| 3 | L7 Requests/Sec > | 40,000 |
| 4 | Dos Protection(SYN/Sec) | > 1,200,000 |
| 5 | Application Throughput | > 800 Mbps |
| 6 | SSL Connections / Sec | > 5000 |
| 7 | SSL Throughput | > 500 Mbps |
| 8 | SSL Concurrent Sessions | > 100 |
| 9 | Pre-Equipped Ports | 10/100 Ethernet ports = 4 Gigabit ports = 4 |
| 10 | Support of all industry standard protocols | |
| 11 | Support of all industry standard SSL Encryption Algorithms | |

Serial No. 20: LTO Tape Library

| | |
|----------------------------------|---|
| LTO Tape Library | |
| Tape Drive Type | LTO Ultrium 3/4, 4 Gbps native Fiber channel drive |
| Number of Drives | 4 extendable to 6 with multi streaming, multiplexing and for restore to optimize the Drives) scalable up to 18/12.. |
| Number of Tape Cartridges | Minimum 30/15 scalable upto 80/40 |
| Number of Mail Slots | Minimum 2 |
| Capacity | Min 400 / 800 Gb native |
| Data Transfer Rate | At least 80 mbps native with ultrium 3 / 4 |
| San Supported | All Standard San Switch needs to be supported |
| O/S Supported | Windows / HP-UX / Solaris / AIX / RH Linux |
| Connectivity | Through SAN Switch with FC-AL cables. |

Serial No. 21: MISCELLANEOUS

NOTE: MISCELLANEOUS

1. Features

- Monitor need not be quoted for rack mountable servers which will be managed by management console
- All the equipment should be scalable.
- All components shall be rated for continuous operation
- Availability of spares and support for the system during the warranty period as well as for a further minimum period of 3 years from completion of warranty. The bidder, should also submit undertaking to provide support for a further period of 3 years, at the discretion of RECL, at mutually agreed upon terms, after the 3+3 period as mentioned above.
- The Bidder shall provide all other H/W items that are not explicitly mentioned herein but are required to full-fill the intended specifications by the Bidder in the bid. The Specifications parameters are indicative and any item of higher rating will be preferred.
- No item should be offered whose end-of-sale has been declared by the OEM or has been declared to be under phase out.
- All RISC based system shall have the same generation of processors. Similarly, all the EPIC based systems should have the same generation of processors.
- The solution should have uniform platform of OS for servers irrespective of the processor. This off course not applicable for LDAP/Backup servers.
- For Backup Server: The ORACLE, memory and HBA cards are indicative. bidder can modify the requirement depending upon their offered backup solution and keeping in view of backup and restore window of 3 hours for Production and BW Databases from Data Centre.
- Adequate space on SAN box to be provided for backup server database. (Minimum 100GB)
- Supply and installation of suitable Racks for all the equipments are also indicative and to be re-assessed as per requirement..
- All servers should be rack mountable and supplied with OEM rack and OEM console.
- Vendor should give processor road map for the quoted processor.
- It must be noted that initially the servers shall be commissioned at RECL, CO and later on relocated to a DC in NCR. The vendor has to submit complete technical design for placing of servers in the present location along with space requirement and also the final design in a DC environment. The vendor should also submit detailed plan for relocation of systems from the present location to a Data Centre when the same will be in place.
- The bidder should include mapping of CPU vis-a-vis the benchmark (TPCC/specJBB etc., details rating along with technical design). The bidder should offer the product as used during the benchmark to RECL.
- The Oracle benchmarking parameters if available should also be provided in the technical solution.

2 Features of Enterprise Class High End UNIX Servers:

- All Servers should have 64-bit Multicore RISC processor and UNIX Operating System

unless specified otherwise in the tender.

- All the server hardware should be capable of running 64-bit UNIX operating system with 64bit ORACLE 11i.
- Memory shall be provided at the memory to processor ratio of the system for which ORACLE benchmark certificate is available on ORACLE website. However, a minimum of 12 GB per dual core processor (6 GB per core) has to be provided, unless specified other-wise, if certification is not available on ORACLE benchmark website.
- All System Caches shall be provided as per the submitted ORACLE benchmark certificate.

3 Expandability / Scalability and Spare Capacity

Each server box should be capable of expanding as mentioned in the spec by adding processor and memory (By using the same type of processors and memory as offered), if required.

Each server should have at least one free PCI slot for future expandability.

4 Cluster and Cluster Server LAN

Clustering is required for all the Database instances of the Production & QA Systems.

Each DB systems will run in a high availability cluster on two different physical boxes, in the data center. They will have access to the same database and storage. The RECL reserves the right to run DB & CI within one partition and keep the second partition at the other side as a hot standby.

The cluster solution must be able to provide fail-over to the other system for any failure arising in one of the systems due to:

- Hardware
- Operating system
- Oracle Database
- Oracle processes
- Site failure

In such a fail over scenario, no committed transactions in ORACLE should be lost.

Once the failed system comes up, there should be a scope of reverting back to the original configuration manually and automatically (both options).

Necessary software and scripts for automatic cluster failover should be supplied. It should be seamless failover without manual intervention. The users should be transparent to this switching and needn't do fresh login. It should be an ORACLE certified solution.

The offered cluster solution should be certified for ORACLE E-Business Suite version 11i.

The required software/ hardware / partitions for implementation of cluster solution should be included in the solution.

The enqueue service replication with high availability should be provided. All required software/Hardware/ partitions are in the scope of supply.

The proposed solution of implementing this fail-over must be explained in detail in the technical proposal along with logical diagrams. The documentation should identify the failure scenarios (for ex. Failure of a partition, failure of a server with multiple partitions,

failure of SAN switches, failure of storage, failure of entire site) and detail the expected behaviour, interruptions if any to the end user etc. for both failover and failback. The RECL reserves the right to include one or more of these scenarios as part of the acceptance test.

DB-Application Server LAN (Dedicated LAN to Connect DB & Applications Servers)

The Cluster Server LAN consists of inter-networking of DB servers and their interconnection with Application servers for inter-server traffic for Development, Quality and Production Systems.

DB servers and Application servers are to be interconnected for each ORACLE application, using either separate switches or using a central switch with Zoning/VLAN configuration. DB & CI servers and Application Servers shall be interconnected through a dedicated Gigabit Ethernet LAN. The switches should be redundant with no SPOF.

Bidder's responsibility shall be to supply, install and commission Cluster Server LAN which shall include cabling, converters, patch chords, connectors etc.

5 Application Servers

The Application servers for E-Business Suite Production Instances should be run in load sharing mode under normal operation.

6 ERP Production system copy and backup server

It is proposed that the Backup will be taken as per backup policy.

7 Software/OS

- Partition management software having dynamic configuration feature with GUI interface.
- The bidder should supply Latest version of operating system as proposed in their solution & wherever applicable Operating System for each partition with unlimited user with media and full set of manuals..
- The OS license shall be provided to support all servers / partitions with separate independent instances of the OS in each server /partition.
- Clustering software for Database and Central Instance-cum-Fail-over DB servers Cluster.
- Minimum one license for each Operating System supplied in the tender of JAVA Dev. Kit, C and C++ Compiler & Development Package to be provided. Minimum 2 Nos. of licenses to be provided. The license should be capable to work on the network.

8 Racks

- The racks required for housing the all servers, LAN, SAN switches, system console is to be included in the scope of supply.
- All items covered under the scope shall be offered in rack-mounted configuration in OEM racks.
- All racks in the scope of this contract shall be painted in the same color, (preferably black)
- 1 No. additional Racks for housing existing systems should be provided of the same make and colour. This rack should be equipped with 8 port KVM switch with 15" TFT Monitor, Keyboard & Mouse.

9 Others

- The Production & QA Application servers (Node1 & Node2) will be configured as Application Load Balancing.
- HTTP Hardware Load Balancer is required for application servers
- The Production & QA Database servers (Node1 & Node2) will be configured in RAC.
- Oracle RAC licenses are required to be quoted for Database servers.