



REC POWER DISTRIBUTION COMPANY LIMITED
(A wholly owned subsidiary of REC Ltd.)

**1016-1023, 10th Floor, Devika Tower,
Nehru Place, New Delhi - 110 019**

**Registered Office: Core -4, Scope Complex, Iodi Road,
New Delhi - 110 003 Phone: 24365161**

TENDER NO: RECPDCL/IT/Training/2011/1

Bid Document

Request for Proposal (RFP)
For

Providing Training at Trainer's facility in New Delhi

(i) Last Date for Submission of Bids : **22nd March 2011**

Time: 1100 Hours (IST)

(ii) Date of Opening of Bid : **22nd March 2011**

Time: 1130 Hours (IST)

RURAL ELECTRIFICATION CORPORATION POWER DISTRIBUTION COMPANY LIMITED

Important:

1. An incomplete and/or ambiguous and/or late response is liable to be ignored/ summarily rejected.
2. 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.
3. Bidders can also download this bid document from the REC web site viz. <http://www.recindia.gov.in> or <http://www.recindia.com> or RECPDCL web site viz. <http://www.recpdcl.in>

TABLE OF CONTENTS

Sl. No.	Chapters	Details	Page Number
1	Chapter 1	Introduction	4
2	Chapter 2	Scope of work	6
3	Chapter 3	Instructions to Bidders	7
4	Chapter 4	General Terms and Conditions of the Contract	14
5	Annexure		
	A	Bid Form	20
	B	UNDERTAKING ON COMPLIANCE OF TECHNICAL SPECIFICATIONS AND TENDER SPECIFICATIONS and TERMS & CONDITIONS	22
	C	Financial Bid (Bid Form)	24
	D	Price Schedule	25

CHAPTER 1 INTRODUCTION

1.1 Invitation For the Bids

Sealed bids in two parts, Part-I : Earnest Money Deposit (EMD), Documents named as “Eligibility Criteria” and “Technical Compliance” & Part-II : Financial Bid are invited for Providing Training at trainer’s premises in New Delhi.

1.2 The major responsibilities of the bidder shall include:

- a) To provide training at their premises in New Delhi as per the annexed specifications including contents of the course.
- b) To provide Hand-On session using its own infrastructure.
- c) To provide course kit, books and training material educational aids like one computer to each participant in the class room, training venue, refreshment in morning and afternoon and working lunch during the program, parking facility etc.

Note:

- a. The major responsibilities as specified in clause 1.2 above are indicative only and are not exhaustive in any manner.

1.3 Eligibility Criteria/ Pre-qualification

- a) The bidder should have been in operations for a period of at least 3 years as on last date of bid submission.
- b) The bidder shall be the single point of contact for RECPDCL and shall be solely responsible for all works. Attach an undertaking to this effect.
- c) The bidder’s annual sales turnover at least an average value of Rs 10 Lac (Rupees Ten Lac Only) during the last three years. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.
- d) The bidder should have successfully completed corporate trainings in Information Technology area for Central/ State Government Departments/ PSUs/ Autonomous Bodies in India during the last three years.
- e) Bid should accompany an earnest money deposit of Rs 1,000/- (Rupees One Thousand Only) in the form of a Demand Draft/Banker’s cheque drawn on a Scheduled commercial bank in the favor of ‘REC Power Distribution Company Limited’ payable at New Delhi. Cheques, Money orders, Cash or Bank Guarantee etc. shall not be accepted as EMD. The bidder’s are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker’s cheque, any failure to comply with the same shall be at the risk of the bidder.
- f) Bidder should submit valid documentary proof of Sales Tax/VAT/ Service Tax and the details of income tax registration number (PAN).
- g) The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bid of bidders fulfilling the above eligibility/ pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions given above may be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.

- h) RECPDCL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by RECPDCL shall result in summary rejection of the bid and/or termination of the contract with imposition of the contract clauses on the bidder by the RECPDCL on the award of the contract and/or the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender.

1.4 Eligibility Criteria Documents, Earnest Money Deposit, Technical Compliance and Financial Bid should be put in separate envelopes duly sealed. The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed envelope clearly mentioning the tender number, bidder's name & address on the top of the sealed envelope.

1.5 The bids complete in all respects addressed to the CEO RECPDCL, should be submitted into the tender box kept at the RECPDCL reception at the following address latest by 1100 hours (IST) on 22nd March 2011. RECPDCL does not own any liability if the bid is submitted somewhere else and not reached to the addressee within due date and time.

REC Power Distribution Company Ltd.,
1016-23, Xth Floor, Devika Tower
Nehru Place,
New Delhi – 110 019.

1.6 The "Part 1" as specified in clause 1.1 above will be opened at RECPDCL, 1016-23, Xth Floor, Devika Tower, Nehru Place, New Delhi – 110 019 on the same day (last date of submission of the Bid) i.e. 22nd March 2011 at 1130 hours (IST) in the presence of bidders who choose to be present.

1.7 The RECPDCL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever.

1.8 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, and RECPDCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

1.9 The Tender Document

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

1.10 Preparation of Bids

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

- a. Part-I: Envelop One Should Contain two separately sealed envelopes:
 - i.EMD (along with bid document cost, if applicable) sealed separately and super scribed/ marked with words "EMD" on the envelope.
 - ii.Eligibility/ Pre-Qualification Criteria Document sealed separately and super scribed/ marked with words "Eligibility/ Pre-qualification Criteria" on the envelope.
 - iii.Technical Compliance statement as per specifications (Annexure – E) and associated white papers etc.
 - iv.Technical Bid form as per Annexure - A
 - v.Undertaking as per Annexure - B

- b. Part -II: Envelop Two Should Contain :
 - i. Financial Bid sealed separately and super scribed/ marked with words "Financial Bid" on the envelope.

1.10.2 The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes.

1.10.3 All pages of the bid being submitted must be signed and sequentially numbered by the authorized signatory of the bidder (indicating the acceptance of all terms and conditions), irrespective of the nature of the content of the page in the format : "Current page no./total no. of pages". Unsigned and Unstamped bids shall be summarily rejected.

1.10.4 The bid should be properly indexed and with proper binding as one volume, it should not comprise of loose papers, in case of a failure the bid is liable to be rejected.

1.10.5 The outer envelope containing EMD, Eligibility Criteria Document, Technical Compliance and Financial Bid shall be addressed to The CEO, RECPDCL, 1016-23, Xth Floor, Devika Tower, Nehru Place, New Delhi – 110 019 mentioning tender no. and date.

1.10.6 All the outer and inner envelopes shall indicate the name and address of the bidder to enable RECPDCL to return the bid unopened in case it is declared late or delayed.

1.11 Telex, cable, e-mail, facsimile or unsealed bids etc. shall be rejected outright.

1.12 Earnest Money Deposit (EMD)

a. Bid should accompany an earnest money deposit of Rs 1,000/- (Rupees One Thousand Only) in the form of a Demand Draft/Banker's cheque drawn on a Scheduled Commercial bank in favor of 'REC Power Distribution Company Ltd.' payable at New Delhi. Cheques, Money orders, Cash or Bank Guarantee etc. shall not be accepted as EMD. The bidder's are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder. Bid without a valid EMD will be rejected outright.

b. EMD will be returned to unsuccessful bidders, after signing of the contract with the successful Bidder. The EMD of the successful bidder shall be returned on receipt of the valid performance bank guarantee.

c. No interest will be payable by the RECPDCL on the EMD.

d. The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity, specified by the Bidder in the Bid and/or on submission of false documents/ undertaking.

1.13 Eligibility/ Pre-Qualification Criteria and Technical Compliance Documents

The eligibility criteria documents as per clause 1.3 must be submitted along with the Bid. Bid without these documents will be out rightly rejected.

1.14 Financial Bid:

a. The financial bid shall comprise of:

I. The Financial Bid Form: Annexure - C

II. The Price Schedule: Annexure - D

b. The financial bid shall indicate the Unit prices for the survey as indicated in the Price Schedule Format, it proposes to provide under the contract.

- c. Quoted prices should be firm and inclusive of all applicable taxes, duties, levies etc, cost of all other expenses related with the visits of the Vendor's personnel in connection with the performance of the contractual obligations by the Vendor.
- d. The Bidder has to quote rate for each item in the Price Schedule (Annexure D). The Bidder has also to give total cost wherever applicable. Offers not indicating item-wise rates, wherever applicable, are liable for disqualification.
- e. The bidder must note that RECPDCL will **not** provide Form-'D'/Form-'C' etc.
- f. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with any conditional price will be treated as non-responsive and shall be summarily rejected.
- g. 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.
- h. 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, However the purchase/ ordering shall be carried out on the lower of the two prices.
- i. During the validity of this bid or during the extended period, if any, if the bidder provides similar services 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 RECPDCL, in case of a failure to pass on the reduced prices to RECPDCL within a maximum period of 30 days of such reduction as offered by the bidder to any other Department/ Organization the empanelment shall be cancelled. Further, the bidder shall be blacklisted by RECPDCL for indefinite or specific period of time at RECPDCL's discretion and the bidder's performance guarantee or any other payments (outstanding or future)/ guarantees shall be forfeited (including those payable/ revocable against any other work) by RECPDCL.
- j. Rates should be valid for a period of 90 days from the date of opening of technical Bids subject to the condition that the bids shall be deemed to be valid after 83 days from the date of opening of Bids till the bidder gives a minimum seven working days (as per REC/ Government of India notified official calendar) advance notice in writing through registered post for his bid withdrawal and if during the notice period the tender is finalized/ awarded the bidder shall be deemed to be a willful party to that and in case of a default EMD shall be forfeited and the bidder may be blacklisted from participating in and and/or all tenders of RECPDCL for such a period as decided by REC at its sole discretion.
- k. The prices shall be for carrying out work at desired destination/ locations at New Delhi.
- l. All costs and charges, related to the bid, shall be expressed in Indian Rupees only.

1.15 Deadline for Submission of Bids

- a. Bids must be received by RECPDCL at the address given in **Clause 1.5** 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 RECPDCL, the bids will be received up to the appointed time on the next working day.
- b. RECPDCL may, at his discretion extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of RECPDCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c. Amendments to the Tender Document may be issued by RECPDCL at any time, prior to the deadline for submission of bids.

- d. From the date of issue, amendments to Tender Document shall be deemed to form an integral part of the Tender Document.

1.16 Late and Delayed Bids

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

1.17 Bid Opening and Evaluation

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

1.18 Opening of Bids

RECPDCL will open the EMD envelope (and bid document cost, if applicable), Eligibility Criteria document and in case the Eligibility/ Pre-Qualification Criteria Document(s) is/ are not found in order the bid shall be summarily rejected. Technical Compliance of only those bidders will be evaluated whose EMD (and bid document cost, if applicable) and Eligibility Criteria Documents are found in order.

1.19 Clarification of Bids

- a. During evaluation of the bids, the RECPDCL may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period minimum One day as specified by RECPDCL and in case of a default it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.
- b. No Bidder shall contact the RECPDCL 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 RECPDCL, it should be done in writing.
- c. Any effort by a Bidder to influence the RECPDCL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECPDCL will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of RECPDCL.
- d. RECPDCL reserves the right to revise or alter the scope and/or specifications of the tender before acceptance of any bid but prior to opening of the financial bids. However, in such an eventuality, all the eligible/ per-qualified bidder(s) may be given an opportunity to consider such changes and revise their financial bid accordingly at their discretion, if found necessary. In case the specifications offered deviate from the specifications as described in this tender, the Bidder should describe unambiguously in what respect and to what extent the item offered by him differ from our specifications, even if the deviation is not very material.
- e. RECPDCL reserves the right to call for revised financial bid from the eligible/ pre-qualified at any time prior to opening of the financial bids with the original scope of work and/or specifications. The bidder may submit the revised financial bid or may adhere to its original financial bid submitted by him/her with in the RECPDCL stipulated time period. In case of non submission of revised financial the bidder shall be deemed to have opted for adhering to its original financial bid. It may however be noted that in this particular case the revised financial bid if submitted by the bidder as requested by RECPDCL cannot be higher than the original financial bid submitted by the bidder for the total/ sub-total and/or

individual line item price. In case of the revised financial bid being higher than the original financial bid the same shall be summarily rejected and shall not be considered for further financial evaluation.

1.20 Evaluation of Bid

- a. RECPDCL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one, which conforms to all specifications & terms and conditions of the Bidding Documents without material deviations.
- b. A bid determined as not substantially responsive may be rejected by the RECPDCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- c. The bidders short-listed by RECPDCL based on evaluation of their bids for may be invited for detailed discussions and/or presentation/ demonstration by the duly constituted committee at sole discretion of RECPDCL at a specified date, time and venue, which may be at bidder's facilities as determined by RECPDCL. The bidder may be asked to bring the equipment/ system along with their own equipments and other related software and accessories at the specified venue, date and time. The date, time & venue will be informed to the bidder at least One day in advance. No request for any change in date, time and/or venue shall be entertained under any circumstances. In case of a failure to carry out presentation/ demonstration within the time frame given by RECPDCL for evaluation, the bid shall be rejected.
- d. In their own interest the bidders are advised to ensure that the equipments brought for evaluation conforms to all technical parameters and is a tested equipment.
- e. RECPDCL and/or its other offices reserve the right to order any subset /superset of the tendered items.
- f. The 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 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.
- g. For evaluation including presentations and/or testing/ benchmarking, Bidders have to ensure the availability of appropriate specialist, along with every type of documentation, equipments, software required, from their organization for interacting with evaluation team. In case a bidder does not make the required specialist along with proper documentation, equipment and software available, then such defaulting bidder shall be taken off the tender evaluation process and that bid will stand rejected.

1.21 Opening of Financial Bids

- a. RECPDCL will open the Financial bids of only those bidders, which have been found to be eligible and technically qualified to undertake the job (including surprise visits/ testing benchmarking/ presentation etc, if any, as mention in the tender document).
- b. The Financial Bids of the qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue.
- c. The date and time of opening of financial bids shall be informed only to the qualified bidder.

1.22 Evaluation and Comparison of Bids

- a. The comparison shall be of all-inclusive price of services and goods, such price to include all costs as well as duties and taxes paid or payable.
- b. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price, but for the purpose of calculation of lowest bidder in case the bidder becomes lowest bidder, the lowest of the two shall be taken as the final price for the items at the time of issuing of Purchase Order.
- c. Bidders shall state their bid price for the payment schedule outlined in the tender Chapter – 4: clause 4.2 **and as per the format given in Annexure D –“Price Schedule” only** and in case any changes/ amendments / addendums/ modifications are made by the bidder in the specified format given in Annexure – D – “ Price Schedule) the bid shall be outright and summarily rejected.
- d. Bids will be evaluated on the basis of **lowest quote (LQ1) for (Table – I) Grand Total as per the specified formulae. RECPDCL will calculate the Grand Total based on unit values and specified formulae, if any and accordingly LQ1 bidder will be determined.**
- e. The order shall be placed on LQ1 bidder.
- f. The decision of RECPDCL arrived at, as per above will be final and no representation of any kind shall be entertained.
- g. RECPDCL 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 successful bidder on single quotation basis and/or through other sources at the discretion of RECPDCL. 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.
- h. The vendor should not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc.
- i. 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.

1.23 Language of Bids

- a. All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like ‘subject to availability’, ‘subject to acceptance’, ‘to be provided later’ etc. shall not be accepted.
- b. Bidder should take care to avoid corrections/erasures in the tender offer. Corrections/erasures, if any, made in the tender have to be authenticated by signature or official seal of the tendering firm.

- c. Incomplete tenders, amendments and alterations to the tender received after opening and/or tenders submitted late are liable to be rejected.
- d. Printed terms and conditions, if any, of the Bidder will not be considered as forming part of the tender. In case any terms and conditions stipulated are not acceptable, the Bidder should clearly specify the deviation in his offer. Similarly, if any modifications to the schedule/ proforma prescribed by RECPDCL is considered necessary, the Bidder should communicate the same by means of separate sheets and attach the same to the tender.

1.24 Terms Of Payment

- a. No advance payment shall be made.
- b. Payments shall be subject to deductions of any amount for which the Vendor is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing income-Tax Act and any other taxes as on the date of invoice submission and/or payment date, whichever is higher.
- c. All Payments shall be made in Indian Rupees only.
- d. 100 % payment on conducting successful training as mentioned in the Purchase Order duly certified by the user and/or authorized RECPDCL official and submission of feedback forms.

1.25 PENALTY FOR DELAYS

- a. Time is essence of the contract. The successful bidder must conduct training within the time period as specified in the work order. will entail a penalty equal to 1.5% of the value of contracted Package price per week subject to maximum of 15% of total contract value. Payment of liquidated damages does not affect the successful bidder's liabilities.
- b. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, RECPDCL will have the right to cancel the order & forfeit the EMD/ revoke the performance / any other bank guarantee etc.
- c. In addition the bidder shall also be liable to pay RECPDCL a cancellation charge of 2% of the value of unsupplied items in addition to the penalty as per a above. In case of non-payment of cancellation charges RECPDCL reserves the right to realize the same from the security deposits of the bidder, if any, already available with them. In such a situation, RECPDCL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor.

1.26 Termination of Contract

- a. RECPDCL may at any time terminate the contract, if the bidder is unable to provide the services as per the contract. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk. The selected Bidder will give at least three months notice prior to discontinuing the service
- b. RECPDCL may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt of 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 RECPDCL.

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

1.27 Governing Law and Disputes

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

1.28 Corrupt or Fraudulent Practices

- a. Bidders & Vendors shall observe the highest standard of ethics during the procurement and execution of the contract.
- b. RECPDCL will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. RECPDCL 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.

1.29 Indemnity Clause

- a. The vendor shall indemnify RECPDCL against use of any pirated software, equipment, books, training material, design etc being supplied to the RECPDCL.
- b. The selected vendor shall indemnify RECPDCL against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

1.30 Force Majeure clause

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

1.31 Miscellaneous

- a. It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.
- b. Whilst the individual proposal shall be treated in commercial confidence, the proposals will be evaluated by a group, certain members of which may not necessarily be officers of RECPDCL. By responding to this tender, potential suppliers agree to their proposals being examined by this group.
- c. RECPDCL is a Government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential vendors should be aware of the status and environment of RECPDCL, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.
- d. The bidder shall be deemed to have included proven state-of-the-art components and techniques while performance of the contract.
- e. RECPDCL reserves the right to allocate the contracted work in a staggered/ staged or phased manner.
- f. Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.
- g. The Bids prepared by the Vendor and all correspondence and documents relating to the bids exchanged by the Vendor and RECPDCL, shall be written in the English language, provided that any printed literature furnished by the Vendor may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- h. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due

to any reason whatever, after Notification of Award, the same shall be passed on to RECPDCL.

- i. The selected Vendor shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Vendor shall always act, in respect of any matter relating to this Contract, as faithful advisors to RECPDCL and shall, at all times, support and safeguard RECPDCL's legitimate interests in any dealings with Third parties.
- j. RECPDCL reserves the right to inspect the performance of the vendor prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned purchase order, especially methodology, manpower, infrastructure etc. RECPDCL reserves the right to cancel the purchase order assigned to the vendor at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is canceled then the costs incurred will be at the risk of the vendor and shall be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from RECPDCL.
- k. The selected vendor shall not, without RECPDCL'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 RECPDCL in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- l. If the selected vendor is not able to fulfill its obligations under the contract, which includes non completion of the work, the RECPDCL reserves the right to accomplish the work through another vendor and EMD / Security Deposit of vendor will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be born by the selected vendor.
- m. 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.
- n. The selected vendor automatically agree with RECPDCL for honoring all aspects of fair trade practices in executing the purchase orders placed by RECPDCL
- o. 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 RECPDCL and the obligations with RECPDCL taken by the Vendor with respect to the product with the old name shall be passed on to the product so renamed.
- p. RECPDCL and/or its subsidiaries and/or affiliates and/or sister concerns etc. reserves the right at their discretion to employ this tender for ordering/ procurement etc.

ANNEXURES

Bid Form

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

To

The Chief Executive Officer,
Rural electrification Corporation Power Distribution Company Limited,
Core 4, Scope Complex,
Lodi Road,
New Delhi 110 003

Ref: Bid document No

Dated_____

Sir,

- a) Having examined the bidding documents and having submitted the bid for the same, I/We, the undersigned, hereby submit the financial bid for providing training services as per the schedule of requirements and in conformity with the said bidding documents.
- b) I/We undertake, if my/our bid is accepted, to provide training services in accordance with the delivery schedule specified in the bidding documents/ work order.
- c) I/We agree to abide by this bid for a period of Ninety days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the validity period formally withdraw my/our bid in writing with a minimum notice period and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.
- d) I/We declare:
 - i) I/We hereby offer Training Services at the prices and rates mentioned in the Financial Bid.
 - ii) I/We have carefully read and understood and abide by 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 provide services as per these terms and conditions.
- e) Certified that the bidder is:
 - i) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

OR
 - ii) 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
 - iii) A company and the person signing the document is the constituted attorney.

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

- f) 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 and / or award shall constitute a binding contract between us.

Dated this day of 2011

Details of enclosures.

Signature of Bidder

Name

Full Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail

COMPANY SEAL

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

(To be submitted on the bidder's letter head duly signed by the authorized signatory)

I/We hereby undertake that I/we have examined/ perused, studied and understood the RFP/ bid document No. _____ dated ____ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this tender is indicative only and not exhaustive in any manner and that the final scope of work and specification will be decided by the RECPDCL at their discretion.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side.

I/We undertake to be the single point of contact for RECPDCL and shall be solely responsible for all activities and for the entire scope of work and requirements as per the service levels defined in the tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the RECPDCL. In case of a failure to comply and/or a variation the RECPDCL has got sole discretion to consider or disqualify my/our bid for the aforementioned RFP/tender/Bid document and I/We shall be not having any claim of any sort/kind/form on the same.

I/We hereby declare that our company has not been banned or disqualified by any Government or any Government agencies or PSUs for a period of last five years.

I/We hereby attach the duly signed and stamped bid document as an acceptance of tender specifications and terms & conditions with the technical bid.

I/We hereby affirm that our response is valid for the period including the deemed period as specified in the tender document.

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

Bid Form

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

To

The Chief Executive Officer,
Rural electrification Corporation Power Distribution Company Limited,
Core 4, Scope Complex,
Lodi Road,
New Delhi 110 003

Ref: Bid document No

Dated_____

Sir,

Having examined the bidding documents and having submitted the bid for the same, I/We, the undersigned, hereby submit the financial bid for providing training services as per the schedule of requirements and in conformity with the said bidding documents.

I/We hereby offer to provide Training Services at the prices and rates mentioned in the Commercial Bid.

I/We do hereby undertake that, in the event of acceptance of my / our bid, the rendering of 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 logistics, taxes, duties, levis etc for providing offered services to RECPDCL and/or its clients/ users at New Delhi.

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

- a. Bid Letter
- b. Price Schedule

I/We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time and any extended and/or deemed period provided that I/We have not withdrawn in writing my/our bid after the expiry of 83 days.

I/We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to provide services as per these terms and conditions. There are no Financial Deviations from my/our side.

Certified that the bidder is:

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

Or

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

Or

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

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

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

Dated this day of _____ 2011

Signature of Bidder
Name

Details of enclosures

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

COMPANY SEAL

Price Schedule

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

S. No.	Item Description	Unit	Quantity (A)	All inclusive Unit Rate in INR (B)	Total in INR (C) C = A X B
1	Providing Training on MySQL & PHP as per enclosed content at vendors premises including all logistics etc for 40 hrs / 5 days	Per Participant	05		
Grand Total					

Note:

1. All items must be quoted.
2. All prices Should be in Indian Rupees only
3. Prices should be inclusive of all taxes, duties, levis etc
4. Prices should be inclusive of all services and logistics
5. Lowest quote (LQ1) bidder will be decided on the basis of the **Grand Total i.e. Column (C) of the above price schedule table**
6. **Any cutting , erasures etc should be duly attested with bidder's signature and company seal otherwise the bid will be rejected outright.**
7. Prices should be mentioned in both figures and words.
8. Costs for all other logistics like providing class room, computers, course material, refreshments, lunch, course kit, software manuals etc, shall be borne by the bidder and are deemed to be included the bidders quote at sl no. 1.

Annexure E

To be Submitted along with Technical Bid

Technical Specifications of Course Contents			
Sr. No.	Feature	Description	Compliance (Yes/No)
1	PHP Programming		
2	Module 1	Overview of PHP <ul style="list-style-type: none"> • Static vs. Dynamic Web Sites • Dynamic Content from Databases • Developing Dynamic Internet Applications • Client-Side Scripting vs. Server-Side Scripting • Overview of PHP Advantages and Capabilities • Configuring PHP.INI 	
3	Module 2	Basic Scripting and Looping Constructs <ul style="list-style-type: none"> • PHP Scripting Fundamentals • Print Statement • Code Blocks • Primitive Data Types • Defining Constants and Variables • Looping Constructs <ul style="list-style-type: none"> ○ While ○ Do... While ○ For ○ Exit & Break 	
4	Module 3	Conditional Constructs <ul style="list-style-type: none"> • True and False Expressions • If,Else and Elself • Switch/Case Statement • The ?(Ternary) Operator • Timestamps 	
5	Module 4	Introduction to the Apache Web Server <ul style="list-style-type: none"> • Configuration Files • PHP Installation and Configuration • WWW Sites within Apache • Website Properties • RPM Installation vs. Binary Installation 	
6	Module 5	PHP Functions <ul style="list-style-type: none"> • Introduction to Functions • Declaring Functions • Scope • Passing Arguments to Functions • Returning Values from a Function • Using Include Files • The Require Statement • Recursion • Dynamic Function Calls • Predefined PHP Functions 	
7	Module 6	PHP Operators <ul style="list-style-type: none"> • Logical Operators • Relational Operators • Bitwise Operators 	

		<ul style="list-style-type: none"> • Other Operators 	
8	Module 7	Arrays in PHP <ul style="list-style-type: none"> • What are Arrays? • Usage of Arrays in PHP • Indexing Arrays • Initializing Arrays • Adding and Removing from Arrays • One-Dimensional Arrays • Multi-Dimensional Arrays • Array Functions 	
9	Module 8	Working with Databases and Forms <ul style="list-style-type: none"> • Configuring PHP For Database Support • PHP's Database APIs • PHP's SQL API • MySQL vs. Access • MySQL vs. SQL Server • Database Drivers • Database Driver Class Wrappers • ODBC • Simple SQL Queries via PHP • Tracking Visitors with Session IDs • Populating Forms • Retrieving Data from Forms 	
10	Module 9	Working with Data Files in PHP <ul style="list-style-type: none"> • Searching File Contents With Regular Expressions • Changing and Editing File Contents • Splitting and Joining Information Inside Files • String Functions • Regular Expression Functions • Reading, Writing and Deleting Files • Handling File Permissions • File Locking • Reading Directory Contents • Creating and Deleting Directories 	
11	Module 10	Enabling E-Commerce <ul style="list-style-type: none"> • Required Characteristics of an E-Commerce Site • Authentication and Authorization • Data Validation • Building a Custom Shopping Cart • Persisting a Shopping Cart Data Over Multiple Pages • Criteria for Evaluating Third Party Shopping Cart Solutions • Open Source vs. Commercial Shopping Cart Solutions • Order Processing via the Web • Implementing Order System Security using SSL • Using Mail Servers (SMTP and Sendmail) for Client Communication • Configuring E-mail Output Parameters 	
12	Module 11	Configuring and Using MySQL <ul style="list-style-type: none"> • MySQL as a Client/Server Solution • Introduction to MySQL Capabilities as a Powerful RDBMS • Installing and Configuring MySQL • Connecting to MySQL 	

		<ul style="list-style-type: none"> • PHP Functions Specific to MySQL • Executing SQL Calls <ul style="list-style-type: none"> ○ Select ○ Insert ○ Fetch ○ Update ○ Delete • Using PHP MyAdmin to configure MySQL 	
13	Module 12	Using Cookies with PHP <ul style="list-style-type: none"> • Purpose of Cookies • Cookie Myths • Setting Cookies • Retrieving Cookies • Expiring Cookies • Deleting Cookies • Storing Arrays in Cookies 	
14	Module 13	Miscellaneous PHP Tasks <ul style="list-style-type: none"> • Error Logging • Session Management & Maintaining State • Using Environmental Variables • Changing Execution by Redirecting to Other URLs • Embedding JavaScript with PHP • Using HTTP and FTP Protocols to Pass Data • Showing Different Content to Different Browsers • Getting IP Addresses from Visitors. 	
15	Module 14	Zend Framework Zend Framework (Fundamentals) <ul style="list-style-type: none"> • Rapid Application Design (Introduction to Zend_Tool and Zend_Application) • Authentication and Authorization (Zend_Acl, Zend_Auth, ...) • Core Infrastructure (Zend_Log, Zend_Config, ...) • Databases (Zend_Db, Zend_Db_Table,...) • Model-View-Controller (Zend_Controller, Zend_Controller_Action, ...) • Web Form (Zend_Form...) • View and Layout (Zend_View, Zend_Layout, ...) Zend Framework (Advanced) <ul style="list-style-type: none"> • Review and Expansion of Core Concepts (includes MVC design pattern, Zend_Db, Zend_Form, plug-ins) • Development and Testing (includes Zend_Application, Zend_Tool, Zend_Test) • Rich Internet Applications (includes Zend_Dojo, Zend_Soap_Server) • Interactive Systems (includes Zend_Mail, Zend_Feed, Internationalization, Zend_Pdf, Zend_Search_Lucene) • Scalable, Flexible, and High Performance Systems (includes Zend_Cache, MVC Modules, Zend_Navigation, Zend_Queue) 	
16	Module 15	Drupal CMS (i) Drupal Admin <ul style="list-style-type: none"> • An introduction to the Drupal administration menu • How to input your Site Information • Learn how to theme the look and feel of your CMS • Learn how to add and place blocks 	

		<ul style="list-style-type: none"> • Working with Drupal databases • MySQL with PHPMyAdmin <p>Managing User Accounts</p> <ul style="list-style-type: none"> • Setting up security and permissions for your sites user base • Working with site access • How to create and manage Users • Managing and customizing user profiles • How to set up sitewide user contact forms <p style="text-align: center;">-16-</p> <p>Customizing Your Site</p> <ul style="list-style-type: none"> • Creating a basic page with the Drupal CMS • Working with your page layout • How to create content in Drupal • How to add and manage blocks • Managing content using categories with taxonomy <p>Creating Content</p> <ul style="list-style-type: none"> • Creating Drupal nodes • How to create different types of content • Adding fields and managing Drupal content types • Setting up and writing Blogs • How to create and manage forums with Drupal • Set up polls on your website <p>Content Management</p> <ul style="list-style-type: none"> • Categorizing content with taxonomy • Output your sites content with RSS feeds • Managing user comments on your content 	
17	<u>MySQL</u>		
18	Modules	<ul style="list-style-type: none"> • Introduction to MySQL • Database Design Basics • Normalization • Data Definition Language • Retrieving Data • Inserting, Modifying and Deleting Data • Working with Multiple Tables • Advanced Queries • Sub queries, Indexes and Views • MySQL Functions • Concurrency and Transactions • MySQL Administration • User Management and Access Privileges • Backup and Restore • Stored Procedures and Triggers 	