



**Request for Proposal (RFP)**

# **Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year**

**INVITATION TO BIDS**

**Reference Number: 08/Fin/23-24/ERP/01 dated DD-MM-YYYY**

**PFC CONSULTING LIMITED**  
**(A wholly owned subsidiary of PFC Limited)**  
**Regd. Office: "Urjanidhi", 1, Barakhamba Lane,**  
**Connaught Place, New Delhi-110 001, India**

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(A wholly owned subsidiary of PFC Limited)  
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Connaught Place, New Delhi-110 001, India

**INVITATION TO BID**

**Ref. No. 08/Fin/2023-24/ERP/01**

**Date- DD-MM-YYYY**

1. PFC Consulting Ltd. intends to invite e-bids for "Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year" for their Corporate Office situated in Delhi.
2. Interested bidders may obtain further information from the Corporate Office of PFC Consulting Limited, 9th Floor (A Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110 001.
3. Bids shall be received up to **HHMM Hrs.** on **DD-MM-YYYY through GeM PORTAL. Technical Bids** shall be opened on the same day at HHMM hrs (IST). The time table for bid process is as follows:

Publication of RFP	<b>DD-MM-YYYY</b>
Bid submission date on GeM portal)	<b>DD-MM-YYYY up to HHMM Hrs</b>
Date & Time of Opening of Technical part of Bids on GeM portal.	<b>DD-MM-YYYY at HHMM Hrs</b>
Date & Time of Opening of Price Bids	On GeM portal
Place of submission of Bids	GeM portal
Place of Opening of Bids	PFCCCL office on GeM portal
Address for communication	<i>PFC Consulting Ltd, 9th Floor (A Wing) Statesman House, Barakhamba Lane, CP, New Delhi – 110 001.</i>
Contact Person	Binay Kr. Singh, CM (ES-I), PFCCCL
Telephone	011-23443717
E-mail ID	<i>[between 10:00 hrs to 16:00 hrs on working days]</i> <a href="mailto:binaykumarsingh@pfcindia.com">binaykumarsingh@pfcindia.com</a>

Bidders are requested to follow above schedule which is to be completed within 21 days of publication of this tender on GeM portal.

Thanking you,

Yours faithfully,  
Sd/-  
(Milind M. Dafade)  
Chief Financial Officer (PFCCCL)

**PFC CONSULTING LIMITED**

**Regd. Office: “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110 001, India**

**Ref. No. 08/Fin/23-24/ERP/01**

**Date: DD-MM-YYYY**

**Subject: Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year.**

Dear Sir,

PFC Consulting Ltd., a wholly owned subsidiary of PFC Ltd. invites e-bids for **“Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year”** at Regd. Office at “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110 001, India.

The following documents are part of RFP in addition to GeM terms and conditions:

<b>S. No.</b>	<b>Description <u>Tender Documents</u></b>	
1.	General Purchase Conditions (Section - GPC)	Annexure I
2.	Instruction to Bidders (Section – INB)	Annexure II
4.	Scope of Work/ Technical Specification	Annexure III
5.	Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Schedule-3 (Commercial Deviations)	Annexure IV
6.	Price Bid. To be filled on GeM portal as per format available there.	Annexure V
7.	Acceptance of Terms and Conditions Undertaking for not black listing of the company Proforma For Bank Guarantee For Bid Guarantee Letter of Authority – Proforma Undertaking - Bidders financial standing Checklist	Appendix –I Appendix –II Appendix –III Appendix –IV Appendix - V Appendix – VI

The bidders are required to submit EMD/e-PBG as per GeM terms and conditions only.

**Note:**

Due Date & Time : **DD-MM-YYYY; HHMM AM**

Opening Date & Time : **DD-MM-YYYY; HHMM AM**

Thanking you,

Yours faithfully,  
Sd/-  
(Milind M. Dafade)  
Chief Financial Officer (PFCCL)

**ANNEXURE – I**

**GENERAL PURCHASE CONDITIONS**

**1.0 DEFINITION OF TERMS**

- 1.1 The Contract' means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the PFC Consulting Limited, (A Wholly owned subsidiary of PFC Ltd.) having its Regd. Office: "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110 001, India and shall include their legal representatives, successors and assigns
- 1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract by the Owner.
- 1.6 'Consulting Engineer'/ 'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.7 The terms 'Equipment', 'Stores', and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.8 'Works' shall mean and include the furnishing of equipment/materials at site and if required, supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the Contract.
- 1.9 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.10 'Site' shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.11 The term 'Contract Price' shall mean the lump sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.12 'Manufacturer's Works' or 'Contractor's Works' shall mean the place of Works used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.13 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorized representative of the Owner.

- 1.14 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.15 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.  
A 'Week' shall mean continuous period of 7 (seven) days.
- 1.17 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 Start up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 'Initial operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial operation', 'Reliability Test', 'Trial Run', 'Completion test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.24 The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 'Warranty Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.
- 1.27 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

## **2.0 SUBMISSION OF BIDS**

- 2.1 The entire process of bidding shall be through e-procurement/e-tendering on GeM portal. If require any brochures/specifications relating to items in such case their scan copy to be uploaded in technical bids.

## **3.0 N.A.**

## **4.0 DEADLINE FOR SUBMISSION OF BIDS**

- 4.1 N.A.

- 4.2 N.A.

- 4.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Invitation to Bid/ RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **5.0 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE**

- 5.1 Each bid shall be accompanied by a Bid Guarantee amounting to Rs. **16,200/-** in one of the form listed out herein below.

- 5.2 The bid guarantee shall be valid for a period of six calendar months from the date of bid opening which shall be extended from time to time as desired by Purchaser. The successful Bidder shall keep his bid guarantee valid till one month beyond the submission of Contract Performance Guarantee, if required.

### **5.3 The bid guarantee may be submitted in one of the following forms:**

- (a) NA.

(b) An irrevocable bank guarantee from any Nationalized Indian Bank or reputed commercial bank of the Bidder's country in favour of PFC Consulting Ltd., New Delhi in the proforma enclosed herewith as APPENDIX –III.

- (c) Insurance surety bond

- 5.4 Any bid, not accompanied by the bid guarantee is able to be rejected by the Owner as non-responsive.

- 5.4.1 Bid Guarantee of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.

- 5.4.2 The bid guarantee of the successful bidder shall be converted into security deposit.

- 5.4.3 The Bid Guarantee may be forfeited without any notice or proof of damages etc.

(a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form. OR

(b) In the case of a successful Bidder if the Bidder fails to accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.

- 5.5.4 No interest will be payable by the owner on the above bid guarantee

- 5.5 **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Under MSE category, only manufacturers for goods

and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

### **6.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 6.1** No bid may be modified subsequent to the deadline for submission of bids.
- 6.2** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security.

### **7.0 INFORMATION REQUIRED WITH THE PROPOSAL**

- 7.1** The following information shall be required with technical bid in the form of scanned copies, if required.
- 7.2** The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 7.3** Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 7.4** Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 7.5** In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

### **8.0 OPENING OF BIDS BY THE OWNER**

- 8.1** The Bids shall be opened by the Owner on the date as specified in bid documents or in the case any extension has been given thereto, after the extended Bid submission date as notified on GeM portal.
- 8.2** The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced at the opening.
- 8.3** No electronic recording devices will be permitted during bid opening.

### **9.0 CLARIFICATION OF BIDS**

- 9.1** To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be on GeM or in writing to PFCCL as the case may be and no change in the price or substance of the bid shall be sought, offered or permitted.

### **10.0 PRELIMINARY EXAMINATION**

- 10.1** The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 10.2** NA

- 10.3** The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- 10.4** Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 10.5** A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 11.0 PRICE**
- 11.1** The Bidder shall quote Firm prices valid till the complete execution of the order. All inclusive (including taxes) prices are to be submitted on GeM portal. Breakup of total contract price also to be given on GeM portal as per BoQ.
- 11.2** The Bidder shall quote FOR Destination basis inclusive of packing, forwarding, freight, insurance charges, taxes & duties, installation charges, testing and commissioning charges etc, if any.
- 11.3** The Bidder shall quote, item wise unit and lot prices for all the material and services (if any).
- 12.0 TAXES AND DUTIES**
- 12.1** All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- 12.2** All Customs duties, Excise Duties, GST and other levies payable by the bidder on goods, equipment, components, Sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to owner by the contractor or their sub-suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 12.3** The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.
- 12.4** PFCCCL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- 12.5** As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFCCCL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- 12.6** If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the



Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/services etc. by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub vendor's works to site.

### **13.0 INSURANCE**

**13.1** The seller at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the completion of the work shall be of Seller alone. The insurance covers to be taken by the seller shall be in the name of Owner. The seller shall however be authorized to deal directly with the insurance company.

### **14.0 BID CURRENCIES**

**14.1** Prices shall be quoted in Indian Rupees only.

### **15.0 PERIOD OF VALIDITY OF BIDS**

**15.1** Bids shall remain valid and open for acceptance as specified on GeM portal.

### **16.0 BID OPENING – E-Procurement**

**16.1** As per GeM terms and condition on [www.gem.gov.in](http://www.gem.gov.in).

### **17.0 PROCESS TO BE CONFIDENTIAL**

**17.1** Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

### **18.0 CORRECTION OF ERRORS**

**18.1** Bids determined to be sub-sequentially responsive will be checked by the Purchaser.

**18.2** NA

### **19.0 TIME SCHEDULE**

**19.1** The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

### **20.0 EVALUATION AND COMPARISON OF BIDS**

**20.1** The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the e-bidding documents, pursuant to Clause 10.0 above.

**20.2** In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- a) Making any corrections for errors pursuant to Clause 18.0
- b) Excluding provisional sums

- c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 10.

**20.3** Bidder shall state their Bid price on GeM for complete scope of work outlined in the specifications. Bids will be evaluated on the basis of this base price.

**20.4** The purchaser reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.

**20.5** GST and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation and should be included in offered prices.

**20.6** Bid evaluation will be carried out as per GeM terms and conditions on the basis of documentary evidence submitted and total contract price quoted by the bidder on GeM portal.

**20.7** Preference to purchase from MSEs/MSIs will be given as per Annexure-II-A.

### **21.0 AWARD CRITERIA**

**21.1** The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents as per evaluation criteria as per GeM portal, provided further that the bidder has the capability and resources to carry out the Contract effectively.

### **22.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

**22.1** The Purchaser reserves the right to accept or reject any e-Bid and to annul the e-bidding process and reject all e-Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the Purchaser's action.

### **23.0 NOTIFICATION OF AWARD**

**23.1** Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder on GeM. Successful bidder shall accept the same on GeM within 5 days' time as per GeM terms and Conditions.

**23.2** The Notification of Award will constitute the formation of the Contract.

### **24.0 DELIVERY/SHIPMENT TERMS**

**24.1** All the study, recommendations and deliverables shall be completed within the completion period as stipulated in the DTS/SCC/ Purchase Order/LOA.

### **25.0 NA**

### **26.0 LOCAL CONDITIONS**

**26.1** It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

### **27.0 PAYMENT TERMS**

**27.1** As specified in Detailed Technical Specifications. Any clarifications to the bills submitted will be sought within 7 working days of receipt of bills and payment will be released within 15 working days after receipt of clarifications so sought from the vendor.

**28.0 NA**

**29.0 NA**

**30.0 NA**

**31.0 SOURCE OF SUPPLY**

The Vendor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order.

**32.0 NA**

**33.0 NA**

**34.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

**34.1** In case of any delay in execution of the order beyond stipulated work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the vendor a sum equivalent to ½ (half percent) of the value of delayed material/equipment or unperformed services for each week of the delay and part thereof subject to a maximum of 5% of the total value of the order.

**34.2** Alternatively, the Purchaser reserves the right to purchase the materials/equipment from elsewhere at the risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.

**34.3** Alternatively, the Purchaser may cancel the order completely without prejudice to his right under the alternatives mentioned above.

**35.0 DEMURRAGE, WHARFAGE ETC.**

Any demurrage, wharfage or other expenses incurred after the consignment reaches the destination (railway godown or port or airport of CWC warehouse) due to delayed negotiations of dispatch documents or for any reason attributable to the seller shall be to the account of the seller/settler's Indian Agent.

**36.0 FORCE MAJEURE**

**36.1 Definition of Force Majeure**

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;

d) not, commotion or disorder, except where solely restricted to employees of the Contractor.

### **37.0 SPECIFICATIONS, DRAWINGS & DATA**

All drawings, data & documentation in respect of the ordered Items are an integral part of the Purchase Order. The Vendor will furnish all such drawings, data and documentation to the Purchaser. The schedule for submission of these documents by the vendor and the required no. of the copies shall be specified by the Purchaser. The Vendor shall ensure strict compliance with the schedule.

### **38.0 ADDITIONS/ALTERATIONS/MODIFICATIONS**

The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase Order to the extent of  $\pm 25\%$  of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of supplies under purchase order. The vendor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order of the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

### **39.0 SUB-LETTING**

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

### **40.0 INFORMATION PROVIDED BY THE PURCHASER**

All drawings data & documentation that are given to the Vendor by the Purchaser for the execution of the order shall be the property of the Purchaser. The Vendor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Purchaser. The Vendor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavors to ensure that the above information is kept confidential.

### **41.0 PATENT RIGHTS**

Royalties and fees for patents covering material/equipment or process used in executing the work shall be to the account of the Vendor. The Vendor, shall satisfy all demands that may be made any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchase indemnified in that regard. In the event, any equipments/ material or part thereof supplied by the Vendor is involved in any suit or other proceedings held to constitute infringements, and its use is enjoyed, the Vendor, shall at his own expenses, either procure for the purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment/or modify it so that it becomes non-fringing.

### **42.0 COMPLIANCE OF REGULATIONS**

The Vendor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time. Successful vendor shall ensure the compliance of the provisions of the carriage by Road Act 2007 & rules made hereunder.

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order

are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

#### **43.0 CONTRACTOR'S DEFAULT**

##### **43.1 Notice of Default**

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the Works, the Purchaser may give notice to the Contractor requiring him to make good such failure or neglect.

##### **43.2 Nature of Contractor's Default**

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under sub-clause 43.1, or
- b) assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days notice to the Contractor terminate the Contract and expel the Contractor from this Site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Purchaser, or the Contractor under the Contract.

The Purchaser may upon such termination complete the works himself or by any other Contractor. The Purchaser or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Purchaser shall allow the Contractor a fair price for such use.

##### **43.3 Valuation of Date of Termination**

The Purchaser shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

##### **43.4 Payment after Termination**

The Purchaser shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Purchaser shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-clause 46.3. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

##### **43.5 Effect on Liability for Delay**

The Contractor's liability under clause 31 shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.

##### **43.6** The Vendor and each of his Members (Vendor's personnel) shall be jointly and severally liable to the Owner for the performance of the Works/ Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Vendor or his members in such performance, subject to the following limitations:

- (a) The Vendor shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Vendor's Personnel;
- (b) The Vendor shall not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure; and
- (c) Limit of liability will be maximum to contract price.

#### **44.0 SALE CONDITIONS**

The order would constitute an entire agreement between the two parties thereto. With the Vendor's acceptance of the provisions of the Purchase Order, he waives and considers as cancelled any of this general/special sales conditions.

#### **45.0 CANCELLATION**

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

- a) The Vendor fails to comply with any of the terms of the order.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

#### **46.0 DISPUTES AND ARBITRATION**

**46.1** The Purchaser & Service provider shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

**46.2** If after thirty (30) days from the commencement of such internal negotiations, the Purchaser & Service provider have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified below.

**46.3** The dispute resolution mechanism to be applied shall be as follows:

- (a) In the case of dispute between the Purchaser and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.

**46.4** The award given by the Arbitrator(s) shall be speaking award.

#### **46.5 Work to Continue**

Performance of the contract shall continue during arbitration proceedings unless the Purchaser shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.

**46.6** No, payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.

#### **47.0 LAW AND PROCEDURE**

##### **47.1 Applicable Law**

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

#### **47.2 ACCEPTANCE OF TERMS AND CONDITIONS**

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.

#### **48.0 SIGNATURE OF BIDS**

**48.1** The bid must contain the name and place of business of the person or persons making the bid and must be signed by the Bidder with his usual signature as per GeM Terms and Conditions.. The names of all persons signing should also be typed or printed below the signature.

**48.2** Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

**48.3** Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

**48.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.**

**48.5** The Bidder's name stated on the proposal shall be the exact legal name of the firm.

**ANNEXURE – II**

**SECTION INB**  
**INSTRUCTION TO BIDDERS**

**1.0 GENERAL INSTRUCTIONS**

- 1.1 PFC Consulting Ltd. (hereinafter called Owner) invites E-Bids in respect of “Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year” at Regd. Office at “Urjanidhi”, 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001. All Bids shall be prepared and submitted strictly in accordance with these instructions.
- 1.2 The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/ withdraw Invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

**2.0 QUALIFYING REQUIREMENTS FOR BIDDERS**

- 2.1 For qualifying requirements please refer Annexure III including Annexure III (A,B,C,D,E).

**3.0 COST OF BIDDING**

- 3.1 All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

**4.0 INSPECTION OF SITE**

- 4.1 The Bidders are strongly advised to visit the site for inspection before submission of their bid for practical assessment of the work to be undertaken in the contract.

**5.0 DOCUMENT COMPRISING THE BID**

- 5.1 The Bidder shall complete all the e-Bid Forms inclusive of Price Schedules, Schedule of Requirements etc. furnished in the RFP, indicating, for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.
- 5.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

**5.3 Scope of the Proposal**

- 5.3.1 The scope of the proposal shall be on the basis of a sole responsibility of the bidder, completely covering all the materials and services specified under the accompanying RFP documents.

**6.0 The bidder should also upload the under mentioned information:**

<b>a.</b>	Name of the firm, address, telephone and fax nos.	:	
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<b>b.</b>	E-mail Address		
<b>c.</b>	Name of the Contact Person Telephone/Mobile No.	:	
<b>d.</b>	Name of the Bank (with full Address)	:	
<b>e.</b>	Bank Account No. (Enclose an unsigned cheque duly cancelled)	:	
<b>f.</b>	PAN No.	:	
<b>g.</b>	GST No.	:	

## 7.0 **FORMAT AND SIGNING OF BID**

7.1 The Bidder shall complete all the procedure and format of the bid through GeM portal.

7.2 Bids not confirming to the above requirements of Clause 7.0 may be disqualified.

## 8.0 **BID PRICES**

8.1 The Bidder shall indicate the total prices on GeM portal only as per **BoQ (details indicated in DTS-Detailed Technical Specifications)**.

## 9.0 **BID SECURITY**

9.1 The bidders may submit an unconditional irrevocable bank guarantee as per Clause 13 of GCC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 16,200/- in favour of PFC Consulting Ltd., New Delhi in the format furnished in Appendix - III.

OR

The bidders may submit Insurance surety bond amounting Rs. **16,200/-**

9.2 The Bid Security shall be made payable to the Owner without any condition. The Bank guarantee (towards Bid Security) shall be valid for a period of 3 (Three) calendar months from the date of opening of Bids which shall be extended from time to time as desired by the Purchaser.

9.3 The Bid security is required to protect the Owner against the risk of Bidders conduct which would warrant the security forfeiture pursuant to sub clause 9.4 Section INB.

- 9.4 If the successful Bidder fails to accept letter of award / purchase order, the Bid security amount shall be forfeited. Bid security amount may also be forfeited if a Bidder withdraws his Bid during the period of Bid validity.
- 9.5 The Bid security of all the Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract or 15 days after the expiration of the period of Bid validity whichever is earlier.
- 9.6 Any Bid not accompanied by a Bid security in accordance with above provisions will be treated as non-responsive and will be rejected by the Owner.
- 9.7 No interest or any other cost will be payable by the Owner on the Bid security.
- 9.8 The Bid Security of the awardee agency shall be converted into Security Deposit and shall be released on the successful completion of the contract. No interest shall be payable by the Owner on the Security Deposit.

#### **10.0 PERIOD OF VALIDITY OF BIDS**

- 10.1 As per GeM portal. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.

#### **11.0 SUBMISSION OF BIDS TO THE OWNER**

- 11.1 The Bidder shall submit the entire bids on GeM portal. The details of undertaking related to EMD shall be forwarded to us before the opening date of technical bid. However, scanned copy of the same to be uploaded in the system on GeM. The bids are to be uploaded on above portal in two parts i.e. Technical and Price bid. The technical bid should have all the technical details along with scanned EMD-undertaking. Price bid have all price details.
- 11.2 Any Bid received by the Owner after the deadline for submission of e-Bids prescribed by the Owner, in the Invitation to Bid shall be automatically rejected by the system.

#### **12.0 WITHDRAWAL OF BIDS**

- 12.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder pursuant to clause 9.4 Section INB.

#### **13.0 OPENING OF THE BIDS BY THE OWNER**

- 13.1 The Bids shall be opened by the Owner on scheduled bid opening date and time as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified on e-tender portal/ PFCCL portal.

#### **14.0 PRELIMINARY EXAMINATION**

- 14.1 The Owner will examine the Bids to determine whether they are complete, whether required Bid security has been furnished, whether Bidder fulfils the qualifying requirements and whether the Bids are generally in order.
- 14.2 Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.
- 14.3 A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- 14.4 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regards to the deviation being material or not shall be final and binding.

**15.0 EVALUATION OF BIDS**

- 15.1 The Owner will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 14.0.
- 15.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 2.0 Section INB will be treated as non-responsive and will be rejected.
- 15.3 The Bids shall be evaluated and compared on the basis of total price quoted on GeM portal for the entire Scope of Work defined in the Detailed Technical Specifications and as per GeM terms and conditions.

**16.0 AWARD OF WORK**

- 16.1 Notification of Award of Contract on GeM will be made on GeM portal to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 16.2 On account of indivisible nature of work, contract will be awarded on single responsibility basis only as per outcome of evaluation on GeM portal.
- 16.3 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

**17. CONTRACT PERFORMANCE GAURANTEE:**

Within 15 days of notification of award of the contract, as a Contract Performance Security, the successful bidder, to whom the work is awarded, shall be required to furnish a contract performance guarantee from (a) a Public Sector Bank or (b) a scheduled Bank, in favor of owner in the prescribed proforma or in form of Insurance Security bond. The guarantee amount shall be equal to 5% of the total contract price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The Contract Performance Guarantee shall be valid up to three months beyond the contract validity period or as specified on GeM.

**ANNEXURE II-A (MSME)**

**Preference to purchase from MSEs:**

1. Purchaser reserves the right for providing preference to SSI/ NSIC/ MSME Industries in terms of "Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018". Purchase preference for these SMEs will operate as follows:
  - a. This Public Procurement policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - b.
    - 1) If the L-1 Agency is MSE vendor, than complete order will be awarded to this agency only.
    - 2) If any MSE vendor quotes within 15% (higher side) of price quoted by L1 vendor and if L1 vendor is from someone other than a Micro and Small Enterprise then the complete order will be awarded to such MSE agency if they ready to match the price quoted by L1 vendor, subject to b(3) below.
    - 3) In case of more than one such MSEs as explained above, the complete order will be awarded to agency who quoted lowest bid amount among them at price quoted by L1 vendor. Further, preference will be given to such MSE owned by SC/ST/ Women Entrepreneur if they ready to match price quoted by L1 vendor respectively.
    - 4) In case none of the MSEs qualified in above, complete order will be placed on L-1 agency.
2. Specifications described in Annexure-III are mandatory requirement and will not be relaxed for any reason.
3. Above preferences shall be applicable to only those vendors, whose SSI/NSIC/MSME certificate contains the item(s) as listed in this tender.

## ANNEXURE II-A (MII)

### Preference to purchase from Make in India

(Preference to Make in India Order 2017 – Revision)

#### 1. Definitions:

**‘Local Content’** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the items (including all customs duties) as a proportion of the total value, in percent.

**‘Class-I local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

**‘Class-II local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

**‘Non-local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as defined under this Order.

**‘L 1’** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

**‘Margin of purchase preference’** means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L 1 for the purpose of purchase preference.

**‘Procuring entity’** means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

**‘Works’** means all works as per rules 130 of GFR- 2017, and will also include turnkey works.

#### 2. Eligibility of ‘Class-I local Supplier’/ ‘Class-II local supplier’/ ‘Non-local supplier’ for different types of procurement

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b. In procurement of all goods, services or works, not covered by 2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only ‘class-I local supplier’ and ‘class-II local supplier’, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender

Enquiry has been issued In Global Tender Enquiry, 'Non-local suppliers' shall also be eligible to bid along with 'class-I local supplier' and 'class-II local supplier'.

- c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

### 3. Purchase Preference

- a. Subject to the provision of this Order and to any specific instruction issued by the Nodal Ministry or in purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entity in the manner specified here under.
- b. In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier; shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
  - i. Among all qualified bids, the lowest bid will be termed as L 1 if L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
  - ii. If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local Supplier's quoted price Falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ' Class-I local supplier' subject to matching the L 1 price, IN case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.
- c. In the procurements of goods or works, which are covered by para 2(b) above and which are bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure.
  - i. Among all qualified bids the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.
  - ii. If L 1 is not 'Class-I local supplier, the lowest bidder among the "Class-I local supplier, will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 divisible in nature, and in procurement of services where the price.
  - iii. In case such lowest eligible 'Class-I local supplier fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match theL1 price and so on and contract shall be

## Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year

awarded accordingly, In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L 1 price, the contract may be awarded to the L 1 bidder.

- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
4. Exemption of small purchases: Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

**ANNEXURE III**

**DETAILED TECHNICAL SPECIFICATION (DTS)**

**1.0 General Information**

**1.1 Introduction**

PFCCL Consulting Limited aims at utilizing Information Technology for automating its offices to achieve its business objectives and long-term goals, including attaining higher levels of operational efficiency, growth in business, and improving profitability. PFCCL is seeking a proposal for renewal of technical support service including software update & product support for Oracle ERP Software implemented in PFCCL.

In case of any discrepancy between the provisions of this Section-DTS and other Sections/ Volumes of RFP, the provisions of this section (Section-DTS) shall prevail. Unless brought out clearly, the vendor shall be deemed to conform strictly to the provisions of this RFP.

This document, plus any other documents released, the information provided, discussions, etc., as part of the selection process, are strictly confidential and should not be divulged to anyone who is not directly involved in the preparation of the response. Additionally, all information within this proposal or gained during other processes will be kept confidential by the vendor. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the Owner.

**1.2 About PFCCL**

PFCCL Consulting Limited, set up in March 2008 as a wholly owned subsidiary of Power Finance Corporation Limited (PFC), following PFC's decision to provide its Consultancy Services Group (CSG) an identity of its own in the form a Company with full-fledged operations.

PFC has been providing Consultancy services to Power sector through its Consultancy Services Group (CSG) since October 1999. With a reforming power sector, new entities being operationalised, regulatory mechanism coming into operation and Electricity Act 2003 being implemented; Leveraging the experience of its CSG Unit, PFC has incorporated PFC Consulting Limited (PFCCL), as a wholly owned subsidiary of PFC for providing consultancy services to Power Sector on March 25, 2008. The company commenced its business on April 25, 2008.

PFCCL is having offices in India as below:

Sr. No.	Office Name	Location
(i)	Regd. Office, PFCCL Ltd.	"Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001
(ii)	Corp. Office, PFCCL Ltd.	9th Floor (A Wing) Statesman House, Barakhamba Road, Connaught Place, New Delhi-110 001
(iii)	Site Office (Dharamshala), PFCCL Ltd.	O/O Electricity Division, HPSEBL Dharamshala tehsil, District-Kangra, Himanchal Pradesh - 176 215
(iv)	Site Office (Kolkata), PFCCL Ltd.	A-504, 5 <sup>th</sup> Floor, Utthan II Chinar Park Kolkata - 700 157



## 1.3 Objective

The Oracle ERP Software System is core business applications implemented in PFCCL catering to the financials operations at PFCCL and meeting associated transactional business & reporting requirements since 2016 successfully. Existing ATS for the software licenses is expiring as detailed in the 'scope of work' section of this RFP. PFCCL intends to procure the renewal of ATS services for Oracle ERP Software for a period of one (1) year for the uninterrupted and smooth operations.

## 2.0 Scope of Work

PFCCL has implemented Oracle ERP software to cater the functional requirements of business. PFCCL intends to procure the renewal of ATS services of Oracle Software comprising of software update & product support for a period of 1 year commencing after the end date of existing support as tabulated below. Below are the details of Oracle Software licenses for which technical support services shall be required.

S. No.	Oracle CSI #	End Date	Software License Description	Qty.	Proposed ATS period
(i)	20727594	29-Jun-23	Product Support: Oracle Financials - Application User Perpetual	20	30-Jun-23 to 29-Jun-2024
			Software updates: Oracle Financials - Application User Perpetual	20	
(ii)	20727594	29-Jun-23	Product Support: Oracle Purchasing - Application User Perpetual	10	
			Software updates: Oracle Purchasing - Application User Perpetual	10	

## 3.0 Evaluation Criteria:

Only those bids, which have been determined to be substantially responsive and meet the minimum eligibility criteria as per the Minimum Qualifying Requirements (MQR) and are complete in all respects, will proceed for the further evaluation stages in the tender process. The tender documents submitted should be legible with proper indexing of all pages as well as the supporting documents. Evaluation of bids involve following stages:

Stage	Detail
I.	Minimum Qualifying Requirements
II.	Commercial Evaluation

### Stage – I: Minimum Qualifying Requirements

Bidders need to comply with all the conditions of qualifying requirements/ eligibility criteria mentioned in the below table. The bidder is required to provide valid proof as required for each of the criteria for eligibility evaluation. Bidder whose proposals comply

## Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year

fully with the provisions of minimum qualifying requirements shall be considered for further evaluation.

Parameter	S. No.	Criteria	Supporting Document
Organizational	i.	A Company/ Limited Liability Firm/ Partnership Firm/ Proprietorship Firm registered in India for a period of at least Three (3) years till bid submission date.	Copy of Certificate of Incorporation / registration duly attested by authorized bid signatory
	ii.	Bidder should have valid PAN, GST registration.	Copy of PAN & GST registration duly attested by authorized bid signatory.
OEM Authorization	iii.	Bidder must be OEM or authorized partner of OEM, M/s Oracle	Proof of authorization/Authorization letter duly attested by authorized bid signatory.
Financial	iv.	Bidder must have a Positive Net Profit After Tax (PAT) during the last three FYs (i.e. FY 2019-20, 2020-21 & 2021-22).	Copy of Audited Balance Sheet & Profit & Loss account.
	v.	Bidder must have an average annual turnover of Rs. 27,00,000/- for the last three financial years (i.e. FY 2019-20, 2020-21 & 2021-22).	Copy of Balance Sheet & Profit & Loss account for last three years should be submitted. In case the audit is ongoing for 2022-23, provisional statements may be submitted.
Obligatory	vi.	Should not be a blacklisted company declared by any Regulatory / Statutory Authority/ Public Sector Companies/ Banks in India as on bid submission date.	Undertaking by the bid signatory for the non-blacklisting certificate as per the enclosed Performa (Appendix-II) in this tender document.

Relaxations if applicable for MSME or start-up companies on the above mentioned qualifying requirements shall be as per Govt. orders / GeM criteria.

The proposals meeting the above MQR will be considered for further evaluation. Bidder should provide the supporting documentary evidence, with respect to the above, in the absence of which the bid may be liable to be rejected.

**Stage - II Commercial Evaluation**

- (i) The price bids of only those bidders will be opened who have met the eligibility criteria mentioned in the 'Minimum Qualifying Requirements' section of the RFP, and detailed commercial evaluation shall be carried out by the Owner. For each bid, Bid-price shall be arrived at by considering lump-sum price quoted by the bidder as stated in Financial Bid Summary (Annexure V) of this RFP for the entire scope of work covered under the RFP.
- (ii) The Bidder who quoted the lowest total bid price will be considered as successful Bidder. In case, multiple bidders quoted the same price, PFCCL's decision to award the contract shall be final and binding to the bidders.

PFCCL reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason thereof and thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on grounds for the company's such action.

**4.0 Payment Terms:**

ATS charges shall be invoiced on yearly basis in advance for the year and accordingly payment shall be made in advance on submission of Invoice by the vendor.

## ANNEXURE – IV

Schedule – 1

### QUALIFYING REQUIREMENT DATA

List of major clients for “Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year” shall be uploaded in technical part of the bid in the following prescribed proforma

[illegible]

Signature with Seal

**ANNEXURE – IV**  
Schedule-2

**TECHNICAL DEVIATIONS**

Technical Deviations for Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year shall be uploaded through e-procurement in the following prescribed proforma

The following are the Technical deviations and variations from the exceptions to the specifications and documents against Detail Technical Specification of Tender Bid No. **08/Fin/23-24/ERP/01** dated **DD-MM-YYYY**. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFCCL's specifications and documents.

Sl.No.	Section	Clause No.	Page No.	Statement of deviations and variations

In case this format is submitted blank or not submitted along with the bid, it shall be treated as no deviation from tender terms and conditions.

Signature with Seal

**ANNEXURE –IV**  
Schedule-3

**COMMERCIAL DEVIATIONS**

Commercial Deviations for Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year shall be uploaded through e-procurement in the following prescribed proforma

The following are the Commercial deviations and variations from the exceptions to the specifications and documents against Specification Tender Bid No. **08/Fin/23-24/ERP/01** dated **DD-MM-YYYY**. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFCCL's specifications and documents.

S. No.	Section	Clause No.	Page No.	Statement of deviations and variations

In case this format is submitted blank or not submitted along with the bid, it shall be treated as no deviation from tender terms and conditions.

Signature with Seal

## Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year

### ANNEXURE – V (Price Bid)

#### Price Schedule

Financial document to be uploaded in Price Part of the Bid on GeM portal. Bid is liable for outright rejection, in case this price bid is submitted in technical part of the bid.

\* Price in INR (₹)

S. No.	Oracle CSI #	End Date	Software License Description	Qty.	Price (excl. tax)	Tax	Total Price (incl. tax)
(i)	20727594	29-Jun-23	Product Support: Oracle Financials - Application User Perpetual	20			
			Software updates: Oracle Financials - Application User Perpetual	20			
(ii)	20727594	29-Jun-23	Product Support: Oracle Purchasing - Application User Perpetual	10			
			Software updates: Oracle Purchasing - Application User Perpetual	10			

Authorized Bid Signatory

APPENDIX -I

To be furnished on the Tenderer's Letter head

M/s. PFC Consulting Ltd.  
"Urjanidhi", 1, Barakhamba Lane,  
Connaught Place,  
New Delhi-110 001.

**Subject:** Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year.

**Dear Sir,**

With reference to your Bid reference No. **08/Fin/23-24/ERP/01** dated **DD-MM-YYYY** for "Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year ", we hereby confirm that we have read the provisions of the bid documents and further confirm to accept all the terms and conditions contained in the bid documents except those against which we have taken deviation in the respective schedules.

Thanking you.

Yours faithfully,

For and on behalf of.....  
Name.....  
Designation.....  
Common Seal.....



**APPENDIX – II**

**(To be submitted on the Bidder's letter head)**

**UNDERTAKING FOR NOT BLACKLISTING AND DECLARATION OF INELIGIBILITY FOR  
CORRUPT OR FRADULENT PRACTICES**

We do hereby undertake that we have not been blacklisted by any Central / State Government department or public sector undertaking or any regulatory institution nor have been declared ineligible for corrupt or fraudulent practices.

Yours faithfully,

For and on behalf of.....  
Name.....  
Designation.....  
Common Seal.....

**APPENDIX –III**

**PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE / CONTRACT  
PERFORMANCE GUARANTEE**

**As per GeM format / terms and  
conditions**

**APPENDIX-IV**

**LETTER OF AUTHORITY – PROFORMA**

(To be furnished on the Bidder's Letter head)

PFC Consulting Ltd.

"Urjanidhi" 1 Barakhamba Lane,

Connaught Place, New Delhi-

110 001.

Dear Sir,

Ref.: Specification NO.....

In continuation with your above captioned invitation to Bid Mr. . . . . .

.....

(Full Name along with designation)

(Telephone .....and Mob..... )

is authorized to quote, sign, submit, reply, clarify the bid on our behalf and shall be binding as the same has been made by us. This authority shall remain valid and binding until revoked with notice to you.

Yours faithfully,

For and on behalf of.....

Name.....

Designation.....

Common Seal.....

**APPENDIX – V**

**UNDERTAKING**

**BIDDER FINANCIAL STANDING**

(To be furnished on the Bidder's Letter head)

We do hereby undertake that we are not under liquidation, court receivership or similar proceedings, and bankrupt.

Yours faithfully,

For and on behalf of.....  
Name.....  
Designation.....  
Common Seal.....

**APPENDIX –VI**

**CHECK LIST**

Check List for the requirement of bid documents and pre-qualifying criteria for the work

**“Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year”**

must be submitted along with the bid.

S. No.	Description	Required Supporting Documents	Enclosed/ Not enclosed
1.	EMD amounting to Rs. <b>16,200/-</b>	DD / Bank Guarantee / valid MSE certificate etc.	
2	<b>Minimum Qualifying Criteria</b>		
	<b>Criteria</b>	<b>Supporting Document</b>	
	A Company/ Limited Liability Firm/ Partnership Firm/ Proprietorship Firm registered in India for a period of at least Three (3) years till bid submission date.	Copy of Certificate of Incorporation / registration duly attested by authorized bid signatory	
	Bidder should have valid PAN, GST registration.	Copy of PAN & GST registration duly attested by authorized bid signatory.	
	Bidder must be OEM or authorized partner of OEM, M/s Oracle	Proof of Authorization/Authorization letter duly attested by authorized bid signatory.	
	Bidder must have a Positive Net Profit After Tax (PAT) during the last three FYs (i.e. FY 2019-20, 2020-21 & 2021-22).	Copy of Audited Balance Sheet & Profit & Loss account.	
	Bidder must have an average annual turnover of Rs. 27,00,000/- for the last three financial years (i.e. FY 2019-20, 2020-21 & 2021-22).	Copy of Balance Sheet & Profit & Loss account for last three years should be submitted. In case the audit is ongoing for 2022-23, provisional statements may be submitted.	
	Should not be a blacklisted company declared by any Regulatory / Statutory Authority/ Public Sector Companies/ Banks in India as on bid submission date.	Undertaking by the bid signatory for the non-blacklisting certificate as per the enclosed Performa (Appendix-II) in this tender document.	
3.	Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Schedule-3 (Commercial Deviations)	Respective documents	

## Procurement of Annual Technical support (ATS) of Oracle ERP Software for one year

4.	Price Bid as per Annexure V (Financial document to be uploaded in Price Part of the Bid on GeM portal. Bid is liable for outright rejection, in case this price bid is submitted in technical part of the bid)	Respective documents	
5.	Appendices (i,ii,iii,iv,v)	Respective documents	
6.	Any other documents not mentioned above but required for fulfillment of Pre-Qualification Criteria or bid documents.		

Relaxations if applicable for MSME or start-up companies on the above mentioned qualifying requirements shall be as per Govt. orders / GeM criteria.