



Request for Proposal (RFP)

Appointment of Consultants for Study of the Existing Business Application Systems & IT Infrastructure in PFC.

INVITATION TO BIDS

Reference Number: 02:09:197:I:17-18:IT Infra dated 20.12.2017

**POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place,
New Delhi-110001, India**



POWER FINANCE CORPORATION LIMITED
(A Govt. of India Undertaking)
Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place,
New Delhi-110 001, India

INVITATION TO BID

Ref. No. 02:09:197:I:17-18:IT Infra

Date: 20.12.2017

1. Power Finance Corporation Ltd. intends to invite e-bids for “**Appointment of Consultants for Study of the Existing Business Application Systems & IT Infrastructure in PFC.**” for their Corporate Office situated in Delhi.
2. Interested bidders may obtain further information from the Office of Power Finance Corporation Limited, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India.
3. Bids shall be received up to **1100 Hrs. on 19.01.2018** through <https://www.tcil-india-electronictender.com>. **Technical & Commercial Bids** shall be opened on the same day at 1130 hrs (IST). The time table for bid process is as follows:

Issue of RFP	20.12.2017
Date of commencement of sale of RFP (from https://www.tcil-india-electronictender.com)	20.12.2017
Last Date of Sale of RFP (from https://www.tcil-india-electronictender.com)	05.01.2018 up to 1730 Hrs
Last date of receipt of Pre Bid Queries	09.01.2018, 11:00 Hrs.
Last Date & Time for receipt of Bid (on https://www.tcil-india-electronictender.com)	19.01.2018 up to 1100 hrs
Date & Time of Opening of Technical & Commercial Bids through e-procurement	19.01.2018 1130 hrs
Date & Time of Opening of Price Bids	To be intimated later on to the eligible bidders
Date and Time for conducting e-RA	After opening of price bid
Place of submission of Bids	https://www.tcil-india-electronictender.com
Place of Opening of Bids	At PFC office through e-procurement
Address for communication	Tel : 011-23456368/49 Fax : 011-23456300

4. Bidders / tenderers will have to make offline payment of **Rs.1,180/-** in the form of separate Banker's Cheque in favour of “Power Finance Corporation Ltd.” payable at New Delhi on a/c of cost of tender document to be **procured from e-tender portal**. The demand draft/banker's cheque in original may please be forwarded to us before the date of opening of technical bid through e-procurement. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque. Tender received without the tender cost i.e. Rs. 1,180/- will not be considered for any reasons. **Scanned copy of demand draft to be uploaded** along with bid on the e-portal.

Official tender documents have to be procured/ downloaded from <https://www.tcil-india-electronictender.com> after registration on the above website for participation in the tendering process before the closure date of sale of tender documents.

However, a free copy of tender documents is also available on above website as well as PFC website for **viewing purpose only**.



Note: Bidders are advised to start the registration process on the <https://www.tcil-india-electronictender.com> as early as possible as it may take a few days so as to avoid any delay in bid and(upload) stage.

5. Minimum Qualifying Requirements: The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected:

S. No.	Criteria	Supporting Document
(i)	A Company / Limited Liability Firm/ Partnership Firm, registered in India not less than 5 years old & engaged in providing IT Consultancy services.	Copy of Certificate of Incorporation / registration duly attested by authorized bid signatory
(ii)	Bidder should have valid PAN, GSTN registration.	Copy of PAN & GSTN registration duly attested by authorized bid signatory.
(iii)	The bidder should have its office in Delhi / NCR region.	Valid proof duly attested by the authorized bid signatory.
(iv)	The team members & team leader/Project Manager shall be deployed on Full Time basis onsite and which shall continue till completion of the assignment.	Certificate by HR that the proposed resources will be deployed onsite at PFC Delhi office during the project assignment which shall be duly signed by the authorized bid signatory.
(v)	Should have Manpower strength of at least 50 full time IT consultants, having a mix of skill sets to cover the entire gamut of IT consultancy, in the areas of Business Strategy/ consultancy, hardware, software, communication, LAN, IT Policy, IT Security Policy etc.	A certificate complying with this criteria should be furnished by the "In-charge of HR function", duly attested by the bid signatory.
(vi)	Bidder must have an average annual turnover of INR 50 crores (Rupees Fifty Crores) for the last 5 financial years ended with March 31, 2017.	Certificate from Auditors / Company Secretary signed in original and endorsed by the bidder's representative signing the bid.
(vii)	Bidder should provide at least one project experience in all the below areas of a) Consulting services in Enterprise IT Software b) Consulting services in Enterprise IT Hardware c) Consulting services in IT policy & IT roadmap design	Copy of work order/PO along with Completion certificate by the client (or) Confirmation of receipt of payment of at least 90% of total order value by the bidder duly certified by its auditor (or) other documentary evidence to establish completion of the work.
(viii)	Should have Profit Before Tax (PBT) and should not be blacklisted company.	Audited balance sheets & undertaking by the bid signatory for the non-backlisting certificate



		as per the enclosed proforma in this tender document.
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The bidder must score at least 80% marks in the detailed technical evaluation to be declared as technically suitable bidder. Price bids of only technically suitable bidders shall be opened. Also, all the resources should be deployed full time for the completion of the scope of work.

Note 1: "Similar work area" means that the bidder has successfully executed consultancy services in the area of:

Review/recommendation in the Enterprise IT Data center infrastructure

(or)

Designing the enterprise software such as ERP application software, financial applications etc.

(or)

IT policy drafting with IT road map design for Financial Organization/NBFC/Bank

Note 2: "Documentary evidence" shall include:

Letters of acceptance (or) award letters from clients for each project;

(And)

Completion certificate by the client (or) Confirmation of receipt of payment of at least 90% of total order value by the bidder duly certified by its auditor (or) other documentary evidence to establish completion of the work.

The bidder shall upload all necessary documentary evidence to establish that the bidder meets the above qualifying requirements. Failure to submit necessary evidence in support of above requirements lead to rejection of the bid.

6. All Technical, Commercial Bids and Price Bids must be submitted at the <https://www.tcil-india-electronictender.com>. All bids must be accompanied by a bid guarantee (EMD) for an amount of Rs. 1,50,000/- as specified in the RFP and any bid not accompanied by the required bid guarantee (EMD) shall not be opened. **Scanned copies** of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) need to be uploaded while submitting bids. Technical Bids will be opened in the presence of the bidders' representatives who choose to attend on the specified date and time. Price Bids of technically qualified bidders will be opened in the presence of the bidders' representatives on a separate date and time which will be intimated separately.
7. **Original copy of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) and Technical/ Financial part Pass Phrases should reach at the below mentioned address before the due date & time of opening of technical bid i.e. 19.01.2018 :**

General Manager (Administration)
Power Finance Corporation Ltd. "Urjanidhi",
1 Barakhamba Lane, Connaught Place, New Delhi – 110 001

The Bidders may also send banker's cheque/ demand draft by registered post so as to reach above address before bid closing date and time.

8. No further discussion/ interface will be granted to bidders whose bids have been disqualified. Power Finance Corporation Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.



Note: The cost of the tender document in **no case** is to be included with EMD.



IMPORTANT INFORMATION

BEING E-TENDER, OFFICIAL COPY OF TENDER DOCUMENT IS TO BE DOWNLOADED FROM <https://www.tcil-india-electronictender.com> AFTER ASSIGNING MARKETING AUTHORITY ON E-TENDER PORTAL BY **05.01.2018** ONLY, FAILING IN WHICH BIDDER WILL NOT BE ABLE TO UPLOAD/SUBMIT THEIR BID BY LAST DATE OF RECEIPT OF BID i.e. 19.01.2018 . ACCORDINGLY, BIDDERS ARE REQUESTED TO ENSURE TO DOWNLOAD OFFICIAL COPY AND NOT FREE COPY BY LAST DATE OF SALE OF TENDER DOCUMENTS AS EXPLAINED ABOVE.

POWER FINANCE CORPORATION LIMITED
Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001

No. 02:09:197:I:17-18:IT Infra

Date: 20.12.2017

Subject: Appointment of Consultants for Study of the Existing Business Application Systems & IT Infrastructure in PFC.

Dear Sir,

Power Finance Corporation Ltd., a Govt. of India Undertaking under the Administrative Control of Ministry of Power invites e-bids for “**Appointment of Consultants for Study of the Existing Business Application Systems & IT Infrastructure**” at Regd. Office at “Urjanidhi”, 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001.

The following documents are enclosed which need to be uploaded back <https://www.tcil-india-electronictender.com> in token of acceptance along with **Earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only).**

S. No.	Description Tender Documents	
1.	General Purchase Conditions (Section - GPC)	Annexure I
2.	Instruction to Bidders (Section – INB)	Annexure II
4.	Detailed Technical Specifications (Section – DTS)	Annexure III
5.	Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Schedule-3 (Commercial Deviations)	Annexure IV
6.	Format for Quoting Rates	Annexure V
7.	Proforma for Bank Guarantee for Bid Guarantee Proforma for BG for Contract Performance Guarantee Acceptance of Terms and Conditions Format for not black listing of the company Instructions for e-tendering	Appendix –I Appendix –II Appendix-III Appendix-IV Appendix-V

The bidders are required to submit EMD i.e. Rs. 1,50,000/- in the form of Demand Draft/Banker's Cheque drawn in favour of “Power Finance Corporation Ltd.” payable at New Delhi. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

Or

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GPC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 1,50,000/- in favour of Power Finance Corporation Ltd., New Delhi in the format furnished in Appendix.

In case no deviation is proposed in any of the clauses of technical or commercial enunciated in tender document, the bidders are required to **specify NIL categorically in Annexure IV**, Schedule 2&3. Non-submission of Annexure IV, Schedule 2&3 will amount to no deviation from tender documents.

Tender Cost and EMD duly sealed in separate envelopes and superscribed as “**Tender Cost or EMD respectively for Appointment of Consultants for Study of the Existing Business Application Systems & IT Infrastructure in PFC**”- Due on 19.01.2018 at 11.00 A.M.” and addressed to:

General Manager (Administration)
Power Finance Corporation Ltd. "Urjanidhi",
1 Barakhamba Lane, Connaught Place, New Delhi – 110 001

Note :

Due Date & Time : 19.01.2018 ; 11.00 AM
Opening Date & Time : 19.01.2018 ; 11.30 AM

The above sealed envelope is to be dropped in the tender box, which is placed in the office premises of PFC (Near Reception) before the due date and time as mentioned above.

Thanking you,

Yours faithfully,
Sd/-
(R.K. Bhardwaj)
General Manager (Admin)

SECTION GPC**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 Power Finance Corporation Limited., New Delhi, India (A Government of India Undertaking) having its Corporate office at "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi – 110 001 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 lumpsum 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 authorised 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. If require any brochures/specifications relating to items in such case their scan copy to be uploaded in technical bids.

3.0 SEALING AND MARKING OF BIDS

3.1 The envelope containing banker's cheque/demand draft on a/c of tender cost fee and EMD shall indicate the name and address of the Bidder to enable the envelope to be returned unopened in case it is declared "late" or "rejected".

4.0 DEADLINE FOR SUBMISSION OF BIDS

4.1 Bids submitted by fax/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.

4.2 Envelopes containing banker's cheque/demand draft on a/c of tender cost fee and EMD must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.

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. 1,50,000/- in one of the form listed out herein below:

5.2 The bid guarantee shall be valid for a period of three/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.

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

(a) A crossed bank draft in favour of Power Finance Corporation Ltd., New Delhi, payable at New Delhi form a Nationalized Bank or a reputed commercial bank of the Bidder's country.

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

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 returned after the said bidder submits the contract performance guarantee (10% of the contract price) in specified form and its acceptance.
- 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:
- (i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.
- 5.4.4 No interest will be payable by the owner on the above bid guarantee.
- 5.4.5 Quotation without EMD will out rightly be rejected. SSI/ NSIC/ MSME Industries are exempted from submission of EMD and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD is found enclosed, the offer shall be rejected.

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 e-tender portal and PFC 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 in writing 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 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 total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.

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 or 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.

11.2 The Bidder shall quote on 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, Sales Tax and other levies payable by the bidder on goods, equipments, 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 PFC 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, PFC 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 for a period of 4 months after the date set for Bid opening.

16.0 BID OPENING – E-Procurement

- 16.1 Those bids whose bid guarantee and tender cost fee is not submitted before the due date and time shall not be opened. The Purchaser will examine all other Bids to determine whether they are complete, whether the requisite Bid Guarantees have been furnished,

whether the documents have been properly uploaded, and whether the Bids are generally in order.

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 for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:

- a) where there is discrepancy between amounts in figures and in words, the amount in words will govern.
- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

18.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.

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 10.2.

20.3 Bidder shall state their Bid price for the payment schedules 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 Sales tax and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation.
- 20.6 Bid evaluation will be carried out as stipulated in Clause 5 of Annexure-III (Detailed Technical Specifications) on the basis of documentary evidence submitted and total contract price quoted by the bidder and award shall be made on the basis of least evaluated cost to the Purchaser as per outcome of e-RA.
- 20.7 Preference to purchase from MSEs and related evaluation has been detailed out at Annexure II-A of these tender documents.

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 and has been determined as the lowest evaluated bid pursuant to Clause 20 above, 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 by Cable, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Notification of Award'/'Letter of Award') shall name the sum which the Purchaser will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the 'Contract Price'). Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.
- 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 SECURITY DEPOSIT

- 25.1 In case of bidders who had submitted an unconditional and irrevocable bank guarantee in support of EMD, the awardee is required to furnish DD amounting to Rs. 1,50,000/- on a/c of Security Deposit alongwith acceptance of the contract within 10 days from the date of receipt of Work Order.
- 25.2 The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.
- 25.3 Failure of the successful bidder to comply with the requirements of Clause 23.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee, in which case the Purchaser may make the award to the next lowest evaluated bidder or call for new Bids.

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 Special Conditions of Contract..

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 As detailed out in Annexure-III –B (SCC).

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) riot, 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 endeavours 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.

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 of 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 & Supplier 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 & Supplier 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. 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.

SECTION INB
INSTRUCTION TO BIDDERS

1.0 GENERAL INSTRUCTIONS

- 1.1 Power Finance Corporation Ltd. (hereinafter called Owner) invites E-Bids in respect of “**Appointment of Consultants for Study of the Existing Business Application Systems & IT Infrastructure in PFC**” 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 As mentioned in section DTS.

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 at liberty to visit the site for inspection.

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:

a.	Name of the firm, address, telephone and fax nos.	:	
b.	E-mail Address		
c.	Name of the Contact Person Telephone/Mobile No.	:	

d.	Name of the Bank (with full Address)	:	
e.	Bank Account No. (Enclose an unsigned cheque duly cancelled)	:	
f.	PAN No.	:	
g.	TIN No. / Sales Tax No.	:	
h.	GST No.	:	
i.	Details of Earnest Money Deposit Name of the Bank Banker's Cheque No. & Date	:	

7.0 FORMAT AND SIGNING OF BID

- 7.1 The Bidder shall complete all the procedure and format of the bid through **e-procurement** process.
- 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, in line with the price schedule enclosed in Bid proposal sheets. All rates and amount shall be written both in figures and words and shall be indicated in Indian rupees only. The maintenance charges, if any, quoted shall be inclusive of all cost (details indicated in DTS-Detailed Technical Specifications).

9.0 BID SECURITY

- 9.1 A Bid security i.e. EMD i.e. Rs. 1,50,000/- in the form of Demand Draft/Banker's Cheque drawn in favour of "Power Finance Corporation Ltd." payable at New Delhi and whose validity should be at least 3 months and further extendable as desired by owner from the date of opening of bids. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

Or

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GPC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 1,50,000/- in favour of Power Finance Corporation Ltd., New Delhi in the format furnished in Appendix.

- 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 6 (six) 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 Quotation without EMD will out rightly be rejected. SSI/ NSIC/ MSME Industries are exempted from submission of EMD and must enclose the SSI/NSIC/ MSME registration certificate for the same products/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD is found enclosed, the offer shall be rejected.

10.0 **PERIOD OF VALIDITY OF BIDS**

- 10.1 Bids shall be kept valid for acceptance for a period of 4 (four) calendar months from the date of opening of Bids. 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 bids through <https://www.tcil-india-electronictender.com>. The banker's cheque/demand draft on a/c of tender cost fee and EMD shall be forwarded to us before the opening date of technical bid. However, scanned copy of both the fees (tender cost and EMD) to be **uploaded** in the system through e-procurement. 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 copy of demand drafts on account of tender cost and EMD. Bids having price part in technical bid will be rejected. Price bid must have only 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/ PFC 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 compared on the basis of total prices quoted by the Bidder for the entire Scope of Work defined in the Detailed Technical Specifications and SCC.

16.0 **AWARD OF WORK**

- 16.1 Notification of Award of Contract will be made in writing by registered post or by hand to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 16.2 Owner reserves the right to split the Scope of work and may award separate Contracts to two or more Bidders.
- 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. The guarantee amount shall be equal to 10% 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 guarantee shall be valid up to three months beyond work completion period.

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 (SMEs) Order 2012”. 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 price band of L1+15% and if L1 price 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 L-1 price.
 - 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 L-1 Price. Further, preference will be given to such MSE by SC/ST Entrepreneur if they ready to match L-1 price.
 - 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.

**SECTION – DTS
DETAILED TECHNICAL SPECIFICATIONS**

**Appointment of Consultants for Study of the Existing Business
Application Systems & IT Infrastructure in PFC**

PFC Limited invites sealed tenders under two bid system from IT consultant who shall study the existing IT infrastructure including hardware, software etc., and suggest a comprehensive solution to upgrade to the latest technology enabled business processes, so as to achieve its corporate goal with competitive edge in the market place. For further details please visit our website www.PFCINDIA.com. The scope is briefed at clause no. 3.0 below.

1.0 About PFC

Power Finance Corporation Limited, set-up in July 1986, as a Development Financial Institution (DFI) dedicated to the Power Sector, has been playing an increasingly important role in mobilizing financial resources from within and outside the country and in providing various kinds of financial assistance to the power projects. Besides, PFC as DFI also focuses on the institutional development of its borrowers - State Power Utilities, in particular.

The Corporation was registered as a Non-Banking Financial Institution (NBFC) by RBI in February 1998. In June 2007, GOI declared PFC as a Navratna PSE. PFC is a profit making organization since its inception.

1.1 Operations Overview

PFC is a specialized institution in power sector financing and draws its knowledge from the power sector and financing expertise to provide products and services to our clients. PFC's financial products and services include financing in the form of rupee term loans, foreign currency loans, bridge loans, short term loans, transitional loans, bill discounting, equipment leasing, buyers' line of credit, loans to equipment manufacturers, line of credit for the import of coal, debt refinancing, asset acquisition schemes, study assistance and non-fund based products such as guarantees. PFC also offer comfort letters in connection with our term loans, wherever our borrowers are required to establish letter of credit with its bankers. In addition, we provide technical and management advisory and consultancy services.

Clients include state power utilities, central power sector utilities, power departments, private power sector utilities (including independent power producers), joint sector power utilities, power equipment manufacturers and power utilities run by local municipalities. These clients are involved in all aspects of the generation, transmission and distribution and related activities in the power sector in India.

1.2 Background and Objective

PFC being the most preferred Financial Institution; providing affordable and competitive products and services with efficient and internationally integrated sourcing and servicing, partnering the reforms in the Indian Power Sector and enhancing value to its stakeholders; by promoting efficient investments in the power and allied sectors in India and abroad.

PFC would achieve this being a dynamic, flexible, forward looking, trustworthy, socially responsible organization, sensitive to its stakeholders' interests, profitable and sustainable at all times, with transparency and integrity in its operations.

Power Finance Corporation Ltd. 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.

Currently, PFC has a Computerized Management Information System almost for all the IT/business processes. PFC has rolled out Oracle ERP system and third party best of the breed/ legacy solutions encompassing all aspects of its business operations and in the process of further consolidating its IT systems that would support all the current & future needs of PFC & its subsidiaries. Now, it is felt to integrate all the business activities into a single integrated information system with adaption of best practices in the business, for a better productive resource utilization with easier and faster data flow.

The primary objective is to set up an integrated information system to encapsulate the PFC's ambitions & its longer term objectives with the intent and to align the entire organization's operations in line with its business strategy. PFC is keen to implement a most reliable, a state of the art latest technology platform, IT infrastructure & Software across all aspects of PFC operation to position the company as efficient, competitive in its field of operations.

In order to achieve the above business objectives, PFC proposes to engage an IT consultant who shall study the existing IT infrastructure including hardware, software etc., and recommend a comprehensive solution to upgrade to the latest technology enabled business/IT processes, so as to achieve its corporate goal with competitive edge in the market place. Accordingly, PFC proposes to engage the services of an experienced Consultant for two phased requirement.

In Phase – I, the consultant will study entire existing landscape of PFC's operations, its ambitions & vision, existing application systems, IT hardware infrastructure and then suggest a comprehensive solution to redesigning, upgrade/strengthen to the latest technology enabled business processes and IT infrastructure, so as to achieve its corporate goal with competitive edge in the market place. Further, the consultant will be required to prepare comprehensive IT policy.

In phase-II, the appointed consultant will suggest the functional & technical specifications for the preparation of RFP for selection of SI for intended Software Applications and IT infrastructure redesigning, upgrade/strengthening based on the final accepted report.

With the above objective, PFC invites bids from reputed IT consultant Firms to review the existing IT Structure of the company and suggest a futuristic IT infrastructure with state of the art technology and to submit detailed report, and to prepare comprehensive functional & technical specifications for appointment of SI (system integrator).

2.0 Overview of IT Infrastructure and Application Systems

2.1 List of deployed Hardware

PFC has its Data Centre (DC) at Head office, New Delhi and the Backup Site (BS) at Regional Office (South), Chennai.

SNo	Item Description	Quantity
Servers		
1)	Dell PowerEdge Server 2950 3 GHz 16 GB RAM	5
2)	Dell PowerEdge Server R710 2.93 GHz 32/64 GB RAM	17
3)	Dell PowerEdge Server R710 3 GHz 16 GB RAM	4
4)	HP 380G6 Server 2.4 GHz 32 GB RAM	3
5)	Dell PowerEdge R710 3 GHz 16 GB RAM	3
6)	Dell Blade Servers	16
7)	HP DL380 Servers	6
Storage		
1)	SAN Storage EMC Clarion CX4240 300GB X 56 & 1 TB X 10	1
2)	HP MSA 2000 Storage 450GB X 12	2
3)	HP 3PAR 8000 28*1.8 TB SAS Drives & 14*400 GB SSD Drives	1
Backup Tape Library		
1)	Dell Tape Library Power Vault ML 6000	1
Local Area Network		
1)	Nortel 5510 24 Port Gigabit Network Access Switches	34
Network Security System		
1)	CISCO ASA 5520 Firewall	3
2)	CISCO Router 2821	2
3)	Core Switch CISCO 3750	1
4)	Server Form Switches CISCO 2960	3
Other Network Equipment's		
1)	Cyberoam CR 750ia (Proxy Server & Content Filtering)	1
2)	Array APV 1600 Link Load Balancer/IPv6 Gateway Device	1
3)	SAN Switches	2
Other Equipment's		
1)	Uniflair Make Precision Air conditioning System	1
2)	FM 200 Based Fire Suppression System	1
3)	Water Leak Detection System	1
4)	Rodent Repellent System	1

2.2 List of Deployed Hardware at Backup Site (PFC Regional Office, Chennai)

SNo	Item Description	Quantity
Servers		
	Dell PowerEdge Server R710 2.93 GHz 64 GB RAM	1
Storage		
	Dell MD 1000 Direct attached storage 146 GB X 13	1
Backup System		
	Dell LTO 4 Tape Drive	1

2.3 Wireless Network Setup

a) CISCO Access Point (AP) : AIR-AP2702I-UXK9
b) Airtight Mojo Access Point (AP) : MOJO C-130
CISCO Wireless Controller : CISCO AIR-CT5508-K9
CISCO PoE Switches : SG300-28PP and WS-C2960X-24PD-L

2.4 Existing Software Application

PFC has implemented following Oracle ERP system/ third party best of the breed solutions and integrating with some of the existing legacy applications as a whole in order to cater to all aspects of its operations some of these applications were developed way back and needs complete review with latest technological platform to suit to the need of the organization:-\

SN	Application Name	Name of the Functional Modules		Platform/Version/OS
1	Oracle E-Business Suite	General Ledger (GL)	GL Module is repository of all the financial transactions. It is being used for generation of Trial Balance, Balance Sheet and Profit & Loss Statement and various sub-ledger reports.	EBS Version R 12.1.1 Oracle Database 11.1.7.0 OS Oracle Enterprise Linux 5.6
		Accounts Payable (AP)	AP Module is used for supplier/borrower management, Invoice and Payment Processing, Bank Master Management, sub-ledger reporting etc.	
		Accounts Receivable (AR)	AR Module is used for creating receipts and sub-ledger reporting.	
		Fixed Assets (FA)	FA Module contains all the details of Fixed Assets and Depreciation, used for Fixed Asset Register Reporting.	
		Cash Management (CM)	This Module provides for handling bank account transfers.	

SN	Application Name	Name of the Functional Modules		Platform/Version/OS
		Oracle Purchasing	This module is being used for creation of Purchase Orders and Receipts and generation of Sanction Order Reports.	
		Oracle Financials for India (India Localization)	India Localization is implemented to cater the business requirement and complying with various statutory requirements relating to Indian Tax Laws.	
2	Loan Accounting & Management System (LAMS)	Loan Accounting System is an in-house developed software application catering the need of Loan Disbursements and Recovery which is the main business function of PFC. The system was initially implemented in 1998 and have been continually enhanced as per the new business requirements and to improve upon the functionalities LAMS. The LAMS works in integration with the ERP application. LAMS System has approximately 500 Forms and 800 Reports.		Oracle Forms 10g Version 10.1.2.0.2 Oracle Reports 10g Version 10.1.2.0.2 Oracle Database 11g OS Windows 2012 Server
3	Resource Mobilization & Treasury (RM&TM)	Resource Mobilization & Treasury (RM&TM) module is a transactional system for Fund Management, Borrowings Management and Treasury Management. Resource Mobilization module captures data for loans and resources mobilized by PFC to support its operations. The details of Hedging are also captured in this system. Treasury Module deals with the Investments of excess funds through different products like FD, CCOD, Loan against FD, Mutual funds etc. This System is product of Lasersoft and implemented along with ERP as best of the breed software. The System has approximately 180 Forms and 70 Reports.		Java -JSF, JBoss 4.03, Oracle Database 11g OS Oracle Enterprise Linux 5.6
4	Project Appraisal ,Monitoring System (PAMS),Legal & documentation	This System is an in-house developed software application and is being used for appraisal of various Loan Projects. It captures data of Proposal tracking and Project Appraisals, and Sanctions against various products of loans. This system has approximately 75 forms and 200 Reports		Oracle Forms 10g ver. 10.1.2.0.2, Oracle Reports 10g Version 10.1.2.0.2 Oracle Database 11g

SN	Application Name	Name of the Functional Modules	Platform/Version/OS
5	Human Resources Management System	This System is also an in-house developed software application and is being used for managing HR, HRD & Training related information. This System captures the employee related information at the time of joining, Departments, Qualification, Transfer, Promotion details etc. This system has approximately 70 Forms and 85 Reports.	Oracle Forms 10g ver. 10.1.2.0.2, Oracle Reports 10g Version 10.1.2.0.2 Oracle 11g Database
6	Payroll & Employee Self Service System	The employee self-service portal and payroll processing is handled under this System. This system has sub modules such as PF Gratuity Module, Contract Employee Payroll Module, Retired Employee Portal, and Pension Modules. This System has approximately 800 Entry Forms and 1000 Reports and claim forms.	C#, Asp .Net Oracle Database 11g OS Windows 2012 Server
7	Other .Net based Applications Modules	There are various small applications/modules which are developed in house such as Leave application, Training & performance module, Legal pending cases & counsel monitoring system, ESCROW management System, Management Portal for Senior Management, IT Asset Management System, Risk Management System, Employee Recruitment System, Hindi Quarterly report, Online loan application. There are approximately 200 Forms and 80 Reports in all these subsystems	C#, Asp .Net Oracle Database 11g OS Windows 2012 Server
8	Email System	Microsoft Exchange 2013 Server	Windows 2012 R2 Server (DAG Cluster)

3.0 SCOPE OF WORK

Present application landscape is based on a heterogeneous technological platforms which have integration challenges and performance issues and some of these applications are legacy applications that were developed long back based on the best available technology at that time. Since then technology has evolved to an extent that some of these software applications may need complete revamping/rewriting on latest available suitable technology platform and integrating them with other application systems which might be considered for continuation in the present form or with upgrade for better system performance. Also the IT infrastructure including installed servers, storage, network & security

equipment were also procured over a period of time and may require upgrade or further optimization.

- 3.1 Study of complete existing IT Infrastructure involving of Datacenter Servers, network equipment, security devices and other infra provisioned , Software Applications Systems, gap analysis as per the best industry practices & various statutory guidelines & their suitability and effectiveness to PFC's business requirement and preparation of comprehensive IT policy & Roadmap for PFC's business operations & IT operations, IT Risk Assessment, Business Continuity Plan and Disaster Recovery, in line with PFC's objective and provide suggestion for implementing of an integrated/robust software application systems along with required hardware by way of redesigning some or all of its existing applications or implementation of best of the breed available products at PFC.

The scope of work includes the following but not limited to:

3.2 Phase-I:

- a) Study the existing IT Infrastructure, the suitability, effectiveness, performance, useful life of each system (software and hardware) and level of usage with a view to explore the need for up-gradation/strengthening/ redevelopment/ deployment of suitable futuristic infrastructure so as to reach the business objective of deploying a state of the art IT enabled processes.
- b) Complete study of the existing IT applications used at Delhi location (PFC & its subsidiaries) broadly covering but not limited to application landscape given at 2.4 above.
- c) Designing the various IT policies & IT roadmap for the PFC as per best of industry standards.
- d) Identify and recommend the business processes to be integrated for optimizing efficiency, design activities which are required to be integrated for better resource planning and utilization.
- e) Evaluate the available suitable technological platform/tools, integrated application software for proposed integrated solution that may suit the business process of PFC.
- f) Study and recommend any other software/system required that can work in conjunction with the Integrated Application software for any other processes not covered in Integrated Application software. (Such as Workflow and document management system for information movement through hierarchy such as (note) approval process or any other industry standard best of the breed software system.)
- g) Identify the process/procedure that needs to be modified/ introduced to meet the needs of the proposed system.
- h) Prepare a project-plan with detailed activity schedules and a time-bound action plan for the integrated system.
- i) Study the existing IT infrastructure at Delhi location. IT Infrastructure includes

hardware like servers, networking devices, antivirus solution, storage, Network devices, communication devices, security devices, backup devices etc. broadly covering but not limited to the details given above.

- j) Review of the existing licenses and based on requirement defining the licensing need requirement both for hardware & software to arrive at technical specification for hardware sizing and for proposed integrated hardware solution along with estimated cost.
- k) Study the existing IT procedure with regard to PC usage, Application usage and Email usage.
- l) Review the existing IT Organization Structure and recommend a futuristic IT setup to take care of the growing business needs for at least next 10-15 years.
- m) Define and recommend a roadmap for the implementation of the system with a smooth change over from the existing IT setup.
- n) Prepare the estimated cost of each recommendation and that of the total project of IT up-gradation to justify the business case for going ahead on the future path recommended by the consultant.
- o) Prepare a comprehensive IT policy & IT Roadmap keeping in view the business/IT functional area, best market practices and also the requirement of “RBI guidelines on IT framework for NBFC” and other applicable regulations. The consultant is to submit first the draft copy of IT policy to PFC. After discussions/acceptance by PFC, the consultant is to submit the final copy of IT policy to PFC. The consultant is required to make a presentation to management/designated body of PFC on draft and final copy of IT policy & IT Roadmap. IT policy should include the following but not limited to:
 - i. Disaster Recovery & Business Continuity
 - ii. IT Infrastructure Management
 - iii. Information Security/Cyber Security
 - iv. Privacy and Confidentiality
 - v. User Access Management
 - vi. Physical Security
 - vii. Data Classification & Retention
 - viii. Database Passwords
 - ix. User Privilege
 - x. Risk Assessment
 - xi. Encryption
 - xii. Email
 - xiii. Extranet
 - xiv. Internet Usage

- xv. Wireless Communication
 - xvi. Router Security
 - xvii. Mobile Device
 - xviii. Equipment and Media Disposal
 - xix. Perimeter Security
 - xx. Password Management
 - xxi. Employee Exit Management
 - xxii. Public Interface Management processes Policy
- p) Presentation to the designated body/ Senior Management/ PFC Board/ Top Management as required:
- i. Presentation by the consultant is to be made to the management /officers on the draft proposal.
 - ii. Presentation by the consultant is to be made to the management /officers on the Final proposal and also to the board/Top management.

The consultant is required to make a detailed IT roadmap for PFC in line with the business requirements and future technology trends.

3.3 Phase-II: Preparation of biddable RFP as per the recommendation in Phase-I

Prepare a draft bid document (RFP) along with scope of work for floating tender for implementing the recommendations submitted in the final report. Such RFP should also suggest the Timelines, Manpower/resources requirements for the project, minimum qualifying requirements, evaluation matrix for selection of SI both for software applications and IT Infrastructure related work areas based on the recommendations submitted in the final report.

The Phase-II process will commence after completion of Phase-I i.e. acceptance of the Final Report by PFC. PFC at its' sole discretion has the right to cancel or abandon or postpone the Phase-II process.

4.0 DELIVERABLES

- i. Draft report as per the time line specified.
- ii. Final Report to be submitted after receiving suggestions/feedbacks from PFC as per the time line specified.
- iii. Draft IT Policy as per the time line specified.
- iv. Final IT Policy to be submitted after receiving suggestions/feedbacks from PFC as per the time line specified.
- v. Any other report/presentation, which are not specifically mentioned but are found to be necessary during the assignment for successful completion of the consultancy work.
- vi. Both the Draft and Final Report should be submitted to the company in three sets, each in Hard Copy as well as in soft copy.
- vii. Preparation of biddable RFP if PFC decides so to opt for Phase-II work.

4.1 Phase-I: General guidelines:

4.1.1 The responsibilities of IT consultants shall include but not limited to :

- 4.1.1.1 Meeting/interaction and liaison with PFC's officials/Staff to determine requirements.
- 4.1.1.2 Meeting / interaction with PFC's Top Management for assessing the business goals and expectations from the deployment of IT enabled integrated information system.
- 4.1.1.3 Working with PFC's team to conclude the final scope of a project including various factors such as timelines, resources etc.
- 4.1.1.4 Gathering adequate knowledge about PFC's system specifications, understanding its work practices and the nature of business.
- 4.1.1.5 Work in close co-ordination with PFC or other consultants/System integrators appointed by PFC and other agencies as may be required for satisfactory completion of the assignment.
- 4.1.1.6 Defining software, hardware and network requirements.
- 4.1.1.7 Analyzing IT requirements within companies and giving independent and objective advice on the use of IT.
- 4.1.1.8 Presenting solutions in written reports.
- 4.1.1.9 Preparing documentation.
- 4.1.1.10 Power Point Presentation of Draft and Final Report as well as IT Policy to Directors and Senior Officials as and when required by the Company.
- 4.1.1.11 Suggest the list of potential agencies for successful implementation of recommendations submitted in Final Report.
- 4.1.1.12 The consultant shall deliver services / reports / outputs as per the time lines indicated. All the data/ inputs forming part of any report / deliverable should indicate the sources and PFC shall be the OWNER of all these deliverables/ inputs.

4.1.2 Detailed Report after completion of system study: The consultant will submit a detailed Report after completing system study which should include the following but not limited to:

- b) Complete functional specifications of the proposed integrated software & infrastructure solution.
- c) Technical specifications of software & IT infrastructure to run the proposed solution in a best optimal & performance centric way.
- d) Details of licensing requirements for proposed solution which would include the software and hardware both.
- e) Suggested qualifying requirements & evaluation criteria for selection of SI through tendering.
- f) Estimated cost for implementation of the proposed solution, hardware and licenses.
- g) Estimate of Manpower requirements / resources and time schedule estimate for implementation of recommendations in the Final report.

4.2 Phase-II: Preparation of biddable RFP

Prepare and submit the draft biddable RFP which should include suggested minimum qualifying requirements, evaluation matrix for selection of SI for

proposed solutions along with the required technical specifications for software, hardware and licenses

5.0 EVALUATION CRITERIA

5.1 Only those bids, which have been determined to be substantially responsive and meet the minimum eligibility criteria as per the Qualifying Requirements and are complete in all respects, will proceed for the further evaluation stages in the tender process. Evaluation of bids involve following stages:

5.1.1 Minimum Qualifying Requirements

The Bidder needs to comply with all the conditions of qualifying requirements/eligibility criteria mentioned in the relevant clauses of Instructions to Bidders (INB) / Special Conditions of Contract (SCC) of RFP. Non-compliance to any of these criteria would result in rejection of the Bidder's proposal. The bidder is required to provide valid proof as required for each of the criteria for eligibility evaluation. Bidder whose proposals comply fully with the provisions of minimum qualifying requirements shall be listed as qualified bidders and shall be considered for further evaluation.

Sl No.	Criteria	Supporting Document
(i)	A Company / Limited Liability Firm/ Partnership Firm, registered in India not less than 5 years old & engaged in providing IT Consultancy services.	Copy of Certificate of Incorporation / registration duly attested by authorized bid signatory
(ii)	Bidder should have valid PAN, GSTN registration.	Copy of PAN & GSTN registration duly attested by authorized bid signatory.
(iii)	The bidder should have its office in Delhi / NCR region.	Valid proof duly attested by the authorized bid signatory.
(iv)	The team members & team leader/Project Manager shall be deployed on Full Time basis onsite and which shall continue till completion of the assignment.	Certificate by HR that the proposed resources will be deployed onsite at PFC Delhi office during the project assignment which shall be duly signed by the authorized bid signatory.
(v)	Should have Manpower strength of at least 50 full time IT consultants, having a mix of skill sets to cover the entire gamut of IT consultancy, in the areas of Business Strategy/ consultancy, hardware, software, communication, LAN, IT Policy, IT Security Policy etc.	A certificate complying with this criteria should be furnished by the "In-charge of HR function", duly attested by the bid signatory.
(vi)	Bidder must have an average annual turnover of INR 50 crores (Rupees Fifty Crores) for the last 5 financial years ended with March 31, 2017.	Certificate from Auditors / Company Secretary signed in original and endorsed by the bidder's representative signing the bid.

(vii)	Bidder should provide at least one project experience in all the below areas of a) Consulting services in Enterprise IT Software b) Consulting services in Enterprise IT Hardware c) Consulting services in IT policy & IT roadmap design	Copy of work order/PO along with Completion certificate by the client (or) Confirmation of receipt of payment of at least 90% of total order value by the bidder duly certified by its auditor (or) other documentary evidence to establish completion of the work.
(viii)	Should have Profit Before Tax (PBT) and should not be blacklisted company.	Audited balance sheets & undertaking by the bid signatory for the non-backlisting certificate as per the enclosed proforma in this tender document.

5.1.2 Detailed Technical Evaluation

All qualified bids as above shall be considered for further detailed technical evaluation on a score of 100 points scored based on a weighted point system, assessing each bidder's ability to satisfy the requirements set forth in RFP as per the methodology detailed in this section.

Evaluation of the Technical Bids shall be based on the following parameters and associated weightages as follows:

S N	Criteria	Max Points	Evaluation criteria
i.	Experience in Consulting Services on review/recommendation for Enterprise IT Hardware/Software/IT policy & IT roadmap design in "Similar Work Area" in: Central (or) State Govt. Organization/ PSUs. / Banking / NBFC Assessment shall be based on the "Documentary Evidence" submitted by the bidder for the above. Bidder should provide at least one project experience in the each areas of consulting services in: a) Enterprise IT Software b) Enterprise IT Hardware c) IT policy & IT roadmap design	40	a) 5 Marks for each project completed for consulting of IT Hardware/Software.(Max 6 Project to be considered). b) 5 Marks for each project completed for IT Policy & IT roadmap design.(Max 2 project to be considered)

ii	<p>Proposed Team Members profiles: The team should consist of one team leader/Project Manager along with other team members having experience in relevant areas. The team members & team leader/Project Manager shall be deployed on Full Time basis onsite and which shall continue till completion of the assignment.</p>	45	<p>a) 4 Marks Each for IT Policy & Roadmap Consultant (maximum two consultants will be considered for the scoring purposes) b) 4 Marks Each for Enterprise Hardware Consultant (maximum three consultants will be considered for the scoring purposes) c) 4 Marks Each for System/Software Consultant (maximum four consultants will be considered for the scoring purposes)</p>
	<p>Assessment shall be as per the details provided by the bidder in the Bio data of the Team Leader and the Members.</p> <p>Qualification & Experience:</p> <p>For evaluating the qualifications the following (or) higher qualifications shall be considered: CA / ICWA / CFA/ MBA/ PGDBM / B.Tech / MCA or equivalent.</p> <p>The Team Leader and the proposed team members are part of a team which completed the execution of the consultancy assignment in "Similar Work Area" for at least one project experience in: Central (or) State Govt. Organization/ PSUs. / Banking / NBFC</p>		<p>d) Scoring Criteria for Team Leader/ Project Manager 9 Marks for TL/Project Manager who have involved in leading the minimum 4 similar work. 7 Marks for TL/Project Manager who have involved in leading the minimum 3 similar work. 5 Marks for TL/Project Manager who have involved in leading the minimum 2 similar work. (Resumes of proposed resources including team lead/project manager needs to be submitted duly verified by the HR of the company having details of all the projects undertaken, educational qualification, certification etc.)</p>
iii	Presentation by the bidders.	15	<p>Presentation shall be adjudged on the following parameters: a) Quality of the proposal b) Proposed Resources team c) Relevant experience d) Consultancy Project Methodology e) Timelines</p>

The bidder must score at least 80% marks in the above detailed technical evaluation to be declared as technically suitable bidder. Price bids of only technically suitable bidders shall be opened. Also, all the resources should be deployed full time for the completion of the scope of work.

Note 1: "Similar work area" means that the bidder has successfully executed consultancy services in the area of:

Review/recommendation in the Enterprise IT Data center infrastructure

(or)

Designing the enterprise software such as ERP application software, financial applications etc.

(or)

IT policy drafting with IT road map design for Financial Organization/NBFC/Bank

Note 2: "Documentary evidence" shall include:

Letters of acceptance (or) award letters from clients for each project;

(And)

Completion certificate by the client (or) Confirmation of receipt of payment of at least 90% of total order value by the bidder duly certified by its auditor (or) other documentary evidence to establish completion of the work.

5.1.3 DETAILED COMMERCIAL EVALUATION

5.1. The price bids of the bidders who has technically qualified in the selection process will be opened on the date communicated to all the bidders in advance. Evaluated Bid Price shall be arrived at for each bid considering lump-sum price quoted for the entire scope of works covered under the RFP. Taxes & duties will not be considered for the purpose of evaluation of financial bid for L1 or any other purpose which will lead to award of work based on the financial bid cost.

5.2 The financial bid will be evaluated in two rounds. In first round the financial bid will be opened and be verified for its completeness in all respect. In second round there will be reverse auction (RA). The date of the reverse auction will be communicated to all qualified bidders whose bids were selected for the reverse auction process.

After completion of the online Reverse Auction, the last quoted price of each bidder shall be available for further processing. If no bid is received in the auction system/website within specified time duration of the online reverse auction (RA), then PFC may consider the first round financial bid received through e-tendering for selection of bidder on the L1 basis. Internet connectivity shall have to be ensured by bidders themselves. During the RA any requests for extension of time will not be considered by PFC .Bidders are therefore requested to make all the necessary arrangements/alternatives whatever required so that they are able to participate in the reverse auction successfully

6.0 TIME SCHEDULE

Time is the essence of the contract. The consultant will complete the assignment within 18 weeks from the date of the award of the contract. The date of award of contract will be treated as Zero date for all purposes. Total time period may be extended by OWNER at its sole discretion, if there are sufficient reasons for delay in deliverables.

- 6.1 Phase-I: All the services and works under phase-I shall be completed within sixteen (16) weeks from the date of Award / Letter of Acceptance (LoA). The bidder shall include in his proposal the detailed execution plan identifying various activities/milestones covering various key milestones such as system study, submission of detailed report, presentation to the management etc.
- 6.2 Phase-II: Submission of draft biddable RFP shall be completed within two (2) week of the acceptance of the Detailed Report by PFC duly incorporated changes if any. The time of two weeks shall start from the date when PFC decides & gives its go ahead to the successful bidder.

7.0 INDEMNIFICATION

- 7.1 The bidder shall, at its own cost and expenses, defend and indemnify the Owner against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India.
- 7.2 The bidder shall expeditiously meet any such claims and shall have full rights to defend it there from. If the Owner is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.
- 7.3 The Owner will give notice to the bidder of any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim.
- 7.4 The bidder shall also be liable to indemnify the Owner, at its own cost and expenses, against all losses/damages, which the Owner may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures, etc.

Bidders are advised not to disclose any information to external agencies provided in this document.

**SECTION - SCC
SPECIAL CONDITIONS OF CONTRACT**

1.0 INTRODUCTION

The following Special Conditions of Contract (SCC) shall supplement the Instruction to Bidder (INB), General Conditions of Contract (GCC) and Detailed Technical Specifications (DTS) of RFP.

Where any provision of SCC is repugnant to or at variance with any provision of any other document forming part of the Contract, the provisions of the SCC shall be deemed to override the provisions of any other document forming part of the Contract to the extent of such repugnance or variance.

2.0 The Bidding Company can take 100% benefit of the experience requirements (mentioned in clause 2.1) and financial capability (mentioned in clause 2.3) of a Parent or its Subsidiaries/Affiliates for the purpose of evaluation of Qualifying Requirements. If a Bidding Company wishes to take benefit of the experience and financial capability of its Parent or its Affiliates, it will have to submit legally binding undertaking supported by a Board Resolution with the bid from its Parent or its Affiliates that all the consultancy services obligations of the Bidding Company shall be deemed to be obligations of the Parent or its Affiliates and in the event of any default, the same shall be met by the Parent or its Affiliates. Moreover, the Bidding Company shall have to provide a certificate stating the exact relationship with such Parent / Affiliate including exact details about the equity shareholding. Such certificate shall be certified by the Auditors of the Bidding Company.

2.0.1 "Subsidiary / Affiliate" shall mean a company that, directly or indirectly,

- (i) controls, or
- (ii) is controlled by, or
- (iii) is under common control with,

A Bidding Company and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company.

2.0.2 "Parent" shall mean a company which holds at least 26% equity either directly or indirectly in the Bidding Company or in the Member in a Bidding Consortium.

2.1 Bidder should be registered for GSTN and have a valid GSTN and PAN. Bidder should have office in Delhi / NCR region.

2.2 No Consortium bid is allowed.

2.3 The bidder should not have been blacklisted by any State or Central Govt. / Govt. organization as on the date of opening of bids. The firm shall submit an undertaking to this effect along with their bid. A suggestive format is enclosed at Appendix-IV of these tender documents in this regard.

- 2.4** Owner reserves the right to carry out any other capability assessment of the Bidders and Owner's decision shall be final in this regard; and

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements. Failure to submit necessary evidence in support of above requirements may lead to rejection of the bid.

3.0 CONFLICT OF INTEREST

- 3.1** It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be appointed by PFC for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of PFC. Without limitation on the generality of the foregoing, consultants shall not be appointed under the circumstances set forth below:

- a)** Conflict between consulting activities and procurement of goods, works or services:

A firm that has been engaged to provide goods, works or services for a project, and each of its affiliates shall be disqualified from providing consulting services related to those goods, work or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project and each of its affiliates shall be disqualified from subsequently providing good, works or services for such preparation or implementation.

- b)** Conflict among consulting assignments:

Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. Similarly, consultants appointed to prepare Terms of Reference (ToR) for an assignment shall not be appointed for the assignment in question.

- c)** Relationship with PFC's Staff:

Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the PFC's staff or with the staff of the project implementing agency who are directly or indirectly involved in any part of: (i) the preparation of the ToR of the contract; (ii) the selection process for such contract (or) (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing that such relationship would not affect the aspects of fairness & transparency in the selection process & monitoring of consultant's work.

- d)** Unfair competitive advantage

Consultants or their affiliates competing for a specific assignment should not derive a competitive advantage from having provided consulting services related to the assignment in question.

4.0 ETHICS

Consultants should observe the highest standard of ethics during the selection and execution of contract and this clause defines the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract,

(iii) "Collusive practice" means a scheme or arrangement between two or more consultants with or without the knowledge of PFC designed to establish prices at artificial noncompetitive levels;

(iv) "Coercive practice" means harming or threatening to harm directly or indirectly persons or their property to influence their participation in a procurement process or affect the execution of a contract.

It is further provided that:

(i) PFC will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(ii) PFC will declare a consultant ineligible either indefinitely or for a stated period of time to be awarded contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for or in executing a contract; and

(iii) PFC will have the right to inspect the consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by PFC.

5.0 CONTRACT PRICE

5.1 The Bidders shall quote in their proposals total lump sum price for the entire project scope covered under the Technical Specifications of the RFP covering all the phases of work. The total lump sum price quoted shall be in accordance with the Bid Proposal Schedules of RFP, where in bidder shall indicate Phase wise consultancy charges for the purpose of on- account payments.

5.2 The contract price and the scope of the consultancy services under this RFP also include any works / services, software tools etc., which are not specifically identified in the RFP but are required for successful completion of the consultancy services within the intent of the RFP/ Specifications and to ensure completeness, operability and maintainability of the proposed SPM system.

6.0 TERMS OF PAYMENT

- 6.1** The payment to the Contractor under the Contract will be made by the Owner in line with the relevant provisions in GCC and as per the guidelines and conditions specified hereunder. All payments made during the Contract will be on account progressive payments only.
- 6.2** The payments would be released as per the following terms after achieving the milestones indicated therein:-

S.N	Milestones	Payment %
Phase-I		
i)	On submission of the Detailed Report as per Phase-I deliverables and acceptance by PFC.	20% payment after submitting the draft report to the PFC. 20% payment after submitting the final report to the PFC.
ii)	On submission of the IT Policy along with Information and Cyber Security policy, IT Risk Assessment policy, Business Continuity and Disaster Recovery policy, IT outsourcing services policy and any other policy as decided by PFC management as per RBI guidelines on IT framework for NBFC sector as per Phase-I deliverables and acceptance by PFC.	15% payment after submitting the draft Policies to the PFC. 15% payment after submitting the final Policy document to the PFC.
iii)	On completion of all other deliverables under Phase-I and acceptance by PFC.	10% payment after acceptance of the IT policy by the PFC. 10% payment after acceptance certification by indenting unit (or) Concluding decision by PFC on the final report.
Phase-II		
i)	On submission of Biddable RFP & all deliverables draft as per Phase-II.	40% Of consultancy charges on completion of Phase-II

ii)	On submission of Biddable Final RFP & all deliverables as per Phase-II & concluding decision by PFC.	50% of consultancy charges of Phase-II
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- 6.3** The phase II payment only be released to the appointed consultant as per payment schedule only when the PFC decides to take-up the work for phase II and the appointed consultant completes the deliveries as per the scope of work.
- 6.4** The remaining 10% payment of each phase will be released after successful completion and signoff of the work of both the phases by PFC. In case phase-II work is not opted by PFC then remaining 10% payment of the phase-I will be released after acceptance certification by PFC.

7.0 TAXES AND DUTIES

- 7.1** The taxes will be paid on actuals as applicable at the time of invoicing only.
- 7.2** The OWNER shall be entitled to deduct applicable taxes (if any) at source as per Indian Laws from all payments due to the Consultant under the Contract.
- 7.3** As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, the OWNER shall neither be liable nor shall bear any tax liability, whatsoever, irrespective of the mode of contracting. The Consultant shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of the Consultant is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

8.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 8.1** If the Consultant fails to deliver deliverables within the time fixed under the Contract, the Consultant shall pay to the OWNER as liquidated damages and not as penalty, a sum of half percent (0.5%) of the total Lump-sum Price for each calendar week of delay or part thereof.
- 8.2** The total amount of liquidated damages for delay under the Contract will be 10% of the uncompleted phase price quoted for each phase and it is subject to a maximum of 10% of the total Lump-sum Price.
- 8.3** The liquidated damages amount if any shall be deducted from the payments under the Contract or by invoking the Contract Performance Guarantee and or otherwise.
- 8.4** The Owner shall have the right to exercise the Right to Set Off against any amount due and payable to the Consultant in any other assignment.

(PRICE BID) (Through e-procurement)

Format for Quoting Rates for Appointment of Consultant to study entire existing landscape of PFC's operations, existing application systems & prepare comprehensive IT policy and functional & technical specifications/ RFP for appointment of SI for intended Software Application Redesigning for its key business areas at PFC:

S. No.	Item Description	Amount (INR)	Taxes @__% INR	Net Amount (Rs.)
	A	B	C	B + C
1	Phase – I: the consultant will study entire existing landscape of PFC's operations, its ambitions & vision, existing application systems, IT hardware infrastructure and then suggest a comprehensive solution to redesigning, upgrade/strengthen to the latest technology enabled business processes and IT infrastructure, so as to achieve its corporate goal with competitive edge in the market place. The consultant will also be required to prepare comprehensive IT policy.			
2	Phase – II: the appointed consultant will suggest the functional & technical specifications for the preparation of biddable RFP(s) for selection of SI(s) for intended Software Applications and IT infrastructure redesigning, upgrade/strengthening based on the final accepted report.			
3	Total Amount (In figures and words also)			

Note:

- (i) Please indicate all the prices in words also. All the Taxes as applicable should be mentioned separately.
- (ii) The amount of applicable taxes at S. No. 1 and 2 above must be indicated in respective place. If the same is left blank or indicated as applicable then it will be presumed that the rate quoted for the respective item is inclusive of the taxes.
- (iii) Bidder has to quote the rate as well as total amount for each individual item above along with Taxes. "If a firm quotes Nil charges/ Consideration, the bid shall be treated as unresponsive and will not be considered."

Name & Address of the Agency: _____

Name of the Contact Person with: _____

Dated:

Place:

Signature with Seal

APPENDIX - I

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

M/s. Power Finance Corporation Ltd.
"Urjanidhi",
1, Barakhamba Lane,
Connaught Place,
New Delhi-110 001.
Dear Sir,

In accordance with your Tender Specification NO.....
M/s. having its Registered/Head Office
at..... (hereinafter called the "Bidder") wish to participate
in the said bid for.....

.....
valid formonths from the date of bid opening is required to be submitted by the
Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited
on the happening of any contingencies mentioned in the Bid Documents.

We, theBank at.....having our Head Office at
..... Guarantee and under to pay immediately on demand by Power Finance
Corporation Ltd., the amount.....

.....
(in Figures & Words)

without any reservation, protest, demur and recourse. Any such demand made by said Owner shall be
conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto.....
.....If any further extension of this guarantee is required the same shall be
extended to such required period (not exceeding one year) on receiving instructions from
M/s..... on whose behalf the guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on
this..... day of.....2018.....at
.....

WITNESS:

Name: (Signature)

(Signature)
Name
Attorney as per Power of Attorney No.

Date.....

(Official Address)

- * The amount should be as indicated by the Purchaser.
- ** This date should be 60 days after the date for which bid are valid.

Note:

- i)** The non-judicial stamp papers for this bid guarantee should be purchased in the name of the issuing Bank.
- ii)** This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank as indicated in Clause.

APPENDIX - II

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To Be Stamped In Accordance With Stamp Act)
(Reference Clause of Contract)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No.....

Bank Guarantee No.....

Date.....

To,
Power Finance Corporation Ltd.
Urja Nidhi, 1 Barakamba Lane, Connaught Place,
New Delhi – 110001

Dear Sir,

In consideration of the Power Finance Corporation Ltd. (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head Office at..... (hereinafter referred to as the Contractor or Vendor which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) a Contract by issue of Owner's Letter of Award No dated and the same having been unequivocally accepted by the Contractor/Vendor resulting into a contract valued atfor (Scope of Contract) and the Contractor/ Vendor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to% (Per cent) of the said value of the contract to the Owner. We(name and address), having its Head Office at(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/ Vendor to the extent ofas aforesaid at any time up to..... (Days/ month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/ Vendor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/ Vendor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/ Vendor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor/ Vendor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/ Vendor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/ Vendor

and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Vendor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/swhose behalf this guarantee has been given.

Dated this Day of 2018.....at

WITNESS: (Authorized Signatories of the Bank)

1.
..... (Signature) (Signature)

Name: Name:

Official Address: Official Address:

2. (Designation with Bank Stamp)
Attorney as per Power of Attorney No..... dated.....

.....
..... (Signature)

Name:

Official Address:

- Note:
1. This sum shall be ten percent (10%) of the total lump-sum Contract Price.
 2. This bank guarantee shall be valid 90 days beyond the completion of the job.
 3. The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee.

APPENDIX -III

To be furnished on the Tenderer's Letter head

M/s. Power Finance Corporation Ltd.
"Urjanidhi", 1, Barakhamba Lane,
Connaught Place,
New Delhi-110 001.

Subject: Appointment of Consultants for Study of the Existing Business Application Systems & IT Infrastructure in PFC.

Dear Sir,

With reference to your Bid reference No. 02:09:197:I:17-18:IT Infra dated 20.12.2017 for "**Appointment of Consultants for Study of the Existing Business Application Systems & IT Infrastructure in PFC**", 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.....

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

**UNDERTAKING FOR 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.

Signature _____

Name _____
(Authorized Signatory of Bidder)

Date _____
(Company Seal)

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Power Finance Corporation Ltd.*, a Government of India Undertaking has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender[®]. A portal built using ElectronicTender's software is also referred to as ElectronicTender System[®] (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- *Single Stage Two Envelope*

Auction

- *The sealed bid system would be followed by an 'e-ReverseAuction'*

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System[®] (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA.
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender by tender close date.
7. Clarification to Tender Documents on ETS
 - Query to *Power Finance Corporation Ltd.* (Optional)
 - View response to queries posted by *Power Finance Corporation Ltd.*
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - Respond to *Power Finance Corporation Ltd.* Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of relevant part (ie Financial-Part)
(Only for Technical Responsive Bidders)
12. Participate in e-ReverseAuction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronicstender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241790
E-mail ID	ets_support@tcil-india.com [Please mark CC: support@electronicstender.com]

Power Finance Corporation Ltd. Contact	
Contact Person	R. K. Bhardwaj, GM (Administration)
Telephone/ Mobile	011-23456368 011-23456349 [between 10:00 hrs to 16:00 hrs on working days]
E-mail ID	rkbhardwaj@pfcindia.com rk_dubey@pfcindia.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes

- *Technical-Part*
- *Financial-Part*
- *Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)*
- *Submission of digitally signed copy of Tender Documents/ Addendum*
- *Submission of General Terms and Conditions (with/ without deviations)*
- *Submission of Special Terms and Conditions (with/ without deviations)*

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

*Mr. R. K. bhardwaj
General Manager (Administration)
Power Finance Corporation Ltd. "Urjanidhi",
1 Barakhamba Lane, Connaught Place, New Delhi – 110 001*

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- 1. Original copy of the Bid Security (DD/Bank Guarantee) as detailed in tender documents.*
- 2. Original copy of the letter of authorization shall be indicated by written power-of-attorney.*
- 3. DD/ Bankers cheque in favor of Power Finance Corporation Ltd. payable at New Delhi against payment of tender fee/ Cost of Tender Documents as detailed in tender documents.*

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter[®] functionality, the contents of both the 'ElectronicForms[®]' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms[®] for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms[®] and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms[®] is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms[®], the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms[®] and the 'Main-Bid', the contents of the ElectronicForms[®] shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Power Finance Corporation Ltd. in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Power Finance Corporation Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Some Bidding related Information for this Tender (e-ReverseAuction)

e-ReverseAuction would be conducted after the opening of the Financial-Part.

The following would be parameters for e-ReverseAuction:

S#	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	After opening of price bid. The same will be intimated to the responsive bidders later.
2	Duration of Reverse-Auction Bidding Event	(3 Hours)
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes

3.1	Pre-defined Time-Duration	10 minutes
3.2	Automatic extension Time-Duration	8 Minutes
3.2	Maximum number of Auto-Extension	30 Automatic Extensions
4	Criteria of Bid-Acceptance	As defined in tender documents
5	Entity – Start-Price	L1 of the respective Item of Financial-Part
6	Minimum Bid-Decrement	INR 25,000/-

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electrionictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Additional DO'S AND DON'TS FOR BIDDERS Participating in e-ReverseAuction

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-ReverseAuction as defined by the Buyer organization.
4. If applicable for an e-ReverseAuction (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage), pay your EMD on ETS well in advance of the start of e-ReverseAuction bidding.
5. If applicable for an e-ReverseAuction (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-ReverseAuction bidding.
6. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)