



ONGC TRIPURA POWER COMPANY LIMITED

**NOTICE INVITING BID (NIB)
FOR
OPERATION & MAINTENANCE SERVICES**

**SAP ERP SYSTEM
AT
DELHI OFFICE AND PALATANA PLANT**

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NOTICE INVITING BID
FOR
OPERATION AND MAINTENANCE OF SAP ERP SYSTEM
AT
DELHI OFFICE AND PALATANA PLANT

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NOTICE INVITING BID ("NIB")

1.0 INTRODUCTION

1.1 ONGC Tripura Power Company Limited (hereinafter referred as "**OTPC**" or "**Owner**"), a joint venture company promoted by Oil and Natural Gas Corporation Limited ("**ONGC**"), Infrastructure Leasing and Financial Services Limited ("**IL&FS**"), **IDFC** and Government of Tripura, is a public limited company incorporated under the Indian Companies Act, 1956 and having its registered office at Udaipur-Kakraban Road, P.O. Palatana, District Gomati, Tripura - 799105 (India) and one of its office at 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi-110019 (India). OTPC has set up a 2 x 363.3 MW gas based combined cycle power plant at Palatana, which is located about 60 (sixty) km from the capital city of Agartala in the State of Tripura. The Plant is located about 9 (nine) km from nearest town Udaipur.

1.2 OTPC invites Bidders with requisite technical capability and sound financial position, to bid for **operation and maintenance of SAP ERP System at Delhi Office and Palatana Plant.**

1.3 The Bid must be submitted in accordance with the requirements set out in the Bidding Document, in a sealed envelope containing 2 (two) separate sealed envelopes:

1.3.1 The first envelope will have qualifying experience / capability and Un-Priced Techno-Commercial Bid without any reference to price; and

1.3.2 The second envelope will have the Price Bid for operation and maintenance of SAP ERP System at Delhi Office and Palatana Plant.

1.3.3 Bid documents mentioned at Clause 1.3.1 and Clause 1.3.2 must be submitted in 1 (one) original and 3 (three) copies in accordance with the procedure prescribed under Article 20.0 of Instructions to Bidders ("**ITB**").

1.4 Capitalized terms used herein but not defined in this NIB shall have the meaning assigned to them in ITB.

2.0 DETAILS OF TENDER

a.	Tender No.	OTPC/SAP/DEL/20-21/001
b.	Cost of one set of Bidding Document; non refundable (to be remitted in the form of demand draft drawn in favour of " ONGC Tripura Power Company Limited ", payable at New Delhi).	INR 7,500/- (Rupees Seven Thousand Five Hundred) plus 18% GST

c.	Bidding Document sale opening date and time (at OTPC, 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019).	24 th February, 2021 at 10:00 hours.
d.	Bidding Document sale timing and closing date (at OTPC, 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019).	Sale on all working days i.e., from Monday to Friday between 10:00 hours to 16:30 hours. Closing Date 3 rd March, 2021 at 16:00 hours.
e.	Last date for receipt of pre-bid queries.	5 th March, 2021 at 16:00 hours.
f.		
g.	Last date and time for submission of Bid (both, Price Bid and Unpriced Techno-Commercial Bid) at OTPC, 6 th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019.	12 th March, 2021 at 14:00 hours.
h.	Date and time for opening of Unpriced Techno-Commercial Bids at OTPC, 6 th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019.	12 th March, 2021 at 15:00 hours.
i.	Date and time for opening of Price Bids at OTPC, 6 th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019.	To be intimated later (Bidders shall be notified about such date at least 3 (three) days prior to the same).
j.	Bid Security validity.	210 (two hundred and ten) days from the date of opening of Unpriced Techno-Commercial Bid.
k.	Bid validity.	180 (one hundred and eighty) days from the date of opening of Unpriced Techno-Commercial Bid.
l.	Address for correspondence: Attn: VP (C&M) / DGM (C&M), ONGC Tripura Power Company Limited, 6 th Floor, IFCI Tower, 61, Nehru Place,	

	<p>New Delhi – 110019.</p> <p>Ph: +91-11-26402100</p> <p>Fax: +91-11-26227532 / 26227533</p> <p>E-mail: Send e-mails both to shree.narayan@otpcindia.in and samarjeet.thakur@otpcindia.in</p>
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3.0 BRIEF SCOPE OF SERVICES

3.1 The Contractor shall provide all the services required for successful and uninterrupted operation, maintenance, repair, update and upgrade of the SAP ERP System including Oracle Database at Owner’s Head Office at Delhi and Power Plant at Palatana during the Takeover Phase and Maintenance Phase in conformity with this Contract and Applicable Laws, including but not limited to:

3.1.1 operating and maintaining the SAP ERP System including Oracle Database along with the Existing Contractor during Takeover Phase, including mobilization of staff and resources as per the Staffing Plan for Takeover Phase;

3.1.2 taking over of the SAP ERP System including Oracle Database, software developments, source/software codes, drawings, documents, manuals, reports, operation & maintenance records etc. from the Existing Contractor during Takeover Phase;

3.1.3 upon taking over of SAP ERP System including Oracle Database from Existing Contractor, provide operation and maintenance support for successful and uninterrupted operation of SAP ERP System including Oracle Database for a period of two (02) years in conformity with this Contract and Applicable Laws;

3.1.4 preparing, discussing and finalizing various documents including Administration Manual, User Manuals, Operation and Maintenance Manual, Standard Operation Procedure, Standard Maintenance Procedure, etc for SAP ERP System, Oracle Database and SAP Software;

1.1.1 providing required reports documenting the operation and maintenance of the System, including but not limited to the Daily Reports, Monthly Reports and Annual Report;

as set out in further detail in the Technical Specifications (such services, the "**Services**")

3.2 The Contractor will maintain the SAP ERP System including Oracle Database in such manner so as to minimize operating cost and maximize the system availability.

3.3 The Contractor agrees that the scope of Services also includes all temporary work, ancillary work, enabling work etc including provision of tools & software required for performing Services.

3.4 The Contractor expressly acknowledges, agrees and confirms that all equipments, systems, and structures of the SAP ERP System will be in the form and condition as handed over to it by the Existing Contractor during the Takeover Phase and it will

provide Services in relation to all these equipments, systems, and structures of the SAP ERP System including Oracle Database as per the said condition during the Maintenance Phase without any additional cost to the Owner and requesting any document from the Owner evidencing performance parameters of the SAP ERP System at the time of handover from the Existing Contractor.

3.5 The Contractor expressly agrees that the scope of Services shall also include all such services which may not have been specifically mentioned in this Contract or the Technical Specifications but which may be necessary for the successful fulfillment of Contractor's obligation under this Contract as per Prudent Operating and Maintenance Practices and such services shall be performed by the Contractor without any additional cost to the Owner.

4.0 **OPERATION AND MAINTENANCE PERIOD**

4.1 The term of the Contract shall be 2 (two) years from 00:00 hrs of 1st May 2021 and till the expiry of this Contract i.e., 24:00 hrs of 30th April 2023 or termination of this Contract.

5.0 **QUALIFICATION REQUIREMENT OF THE BIDDER**

5.1 The Company must be registered in India under the Companies Act. For this bidder to submit copy of articles of incorporation.

5.2 Bidder should have minimum annual turnover of INR 1,60,00,000 (Rupees One Crore and Sixty Lacs) or equivalent in other currency for last 3 (three) financial years ending 31st March, 2020 (or if the Bidder follows a different financial year (other than April to March) then for the last 3 (three) financial years, as duly adopted by it and acceptable as per the laws applicable to it).

Bidder shall submit unconsolidated annual audited accounts for last 3 (three) financial years ending 31st March, 2020 i.e., 2017-18, 2018-19 and 2019-20, (or if the Bidder follows a different financial year (other than April to March) then for the last 3 (three) financial years, as duly adopted by it and acceptable as per the laws applicable to it).

5.3 Bidder should have earned profit before tax in at least 1 (one) financial year during last 3 (three) financial years ending 31st March 2020

5.4 Bidder should have positive Net Worth as on 31st March, 2020 (or if the Bidder follows a different financial year (other than April to March) then as on the last date of its last financial year, as duly adopted by it and acceptable as per the laws applicable to it).

For the purpose of this qualification requirement Net Worth shall be calculated as follows:

Net Worth =	Paid-up share capital
	Add: Free reserves
	Subtract: Revaluation reserves
	Subtract: Intangible assets

Subtract: Miscellaneous expenditure to the extent not written off and carry forward losses

Paid-up share capital will include:

- 1. Paid-up equity share capital,*
- 2. Fully, compulsorily and mandatorily convertible preference shares, and*
- 3. Fully, compulsorily and mandatorily convertible debentures.*

The computation of Net Worth shall be based on the unconsolidated audited annual accounts of the Bidder. To demonstrate fulfillment of this criteria, the Bidder shall submit a certificate from a reputed auditor certifying that the Net Worth as on 31st March, 2020 is positive, in the form prescribed under **Form-S ("Net worth Certificate")**. If the Bidder follows a different financial year (other than April to March) then the Net Worth Certificate should certify the Net Worth as on the last date of its last financial year, as duly adopted by it and acceptable as per the laws applicable to it.

OR

A **Solvency Certificate** from list of Banks (prescribed under Annexure 1 of Instructions to Bidders ("**ITB**")).

- 5.5 For the qualification requirements, if data is provided by the Bidder in foreign currency, equivalent INR of Net Worth or annual turnover or profit before tax or net cash flow, etc. will be calculated using bills selling exchange rates (card rate) USD/INR of State Bank of India prevailing on the date of closing of accounts for the financial year as certified by the Bidder's banker.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

- 5.6 Bidder must possess ISO 9001 or 9002, ISO 20000 and ISO 27001 certifications. Bidder shall keep certificates valid during Contract period. Bidders whose certificates are expired and are in process of renewal, shall submit application placed with certifying agencies for renewal of certificates.
- 5.7 Bidder should have successfully executed two contracts for providing end to end support services for operation and maintenance of SAP ERP System for at least 2 (two) different clients, during last 5 years as on date of release of tender, generally comprising Financial Accounting and Controlling (FICO), Material Management (MM), Human Control Management (HCM) including Payroll, ESS & MSS, Plant Maintenance (PM), BASIS, Solution Manager, ABAP modules etc.
- 5.8 Two (02) Contracts for providing end to end support for operation and maintenance services of SAP ERP System projects of contract price not less than INR 1,60,00,000 (Rupees One Crore and Sixty Lacs) for each contract.
- 5.9 The Bidder should not have been barred from participating in tenders. Self-declaration to that effect should be submitted along with the technical bid.

- 5.10 The bidder should not be involved in any litigation which threatens solvency of company.
- 5.11 Bidder should have a valid PAN, GST and PF Registration No.
- 5.12 The Bidder should have a commendable and outstanding record and experience of execution of operation and maintenance services for SAP ERP System. Details in this respect must be provided by Bidder and substantiated by documentary proof, such as purchase order / work order, completion certificates, client certificates, copy of relevant reports under contracts, etc.
- 5.13 Bidder shall submit supporting documents like audited balance sheet and profit & loss account for last 3 (three) financial years, Net Worth Certificate, clients' certificates, copy of relevant contracts, OEM partnership certificates etc., in support of the qualification requirements mentioned above in this Article 5.0.
- 6.0 **GENERAL**
- 6.1 Bidders to confirm compliance to terms, conditions, specifications and requirements mentioned under the Bidding Document, at the time of submission of Bids, failing which the Bids may be liable for rejection.
- 6.2 Bids shall be evaluated based on the information/documents submitted in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself.
- 6.3 OTPC reserves the right to seek additional information from the Bidders, if found necessary during the course of evaluation of the Bids.
- 6.4 Bidder to ensure that after the Letter of Award is issued and during the Term of the Contracts, the Bidder shall not seek to alter any agreed contractual terms, conditions and specifications as mentioned under the Bidding Document.
- 6.5 Two-part bidding system (Part-1: Unpriced Techno-Commercial Bid and Part-2: Price Bid) shall be followed for this tender as described in Article 14 of the ITB. Bidders should take due care to submit their Bid in accordance with the requirements as specified in Article 20.0 of the ITB.
- 6.6 This NIB, in original, issued along with Bidding Document, shall be submitted by the Bidder along with its Bid duly signed and stamped by the Bidder as a token of acceptance. Bids sent without having the original copy of the Bidding Document duly signed and stamped may be liable for rejection.
- 6.7 Pre-bid queries/clarification, if any, on technical and commercial points should be submitted in writing as per format **Form-E** of the Bid Forms to reach the Owner by date specified in Article 2.0 above. No further queries/clarification on Bidding Document shall be entertained / accepted by the Owner thereafter.
- 6.8 Issuance of the Bidding Document does not mean that the Bidder has been short-listed or qualified.

- 6.9 Bidders are required to furnish an undertaking on validity of the Bid as per **Form-I** of the Bid Forms at the time of submission of Bids. The Bids shall be rejected if such an undertaking is not furnished.
- 6.10 Bid Security must be submitted as part of the Unpriced Techno-Commercial Bid as per **Form-M** of the Bid Forms failing which Bid shall be rejected.
- 6.11 Any Bid received after the expiry of the date and time prescribed for receiving completed Bid as specified in Article 2.0 above, shall be rejected.
- 6.12 OTPC reserves the right to reject any Bid or all Bids received at its discretion, without assigning any reason whatsoever, and may call for fresh Bids if it so deems fit.
- 6.13 OTPC is not bound to accept the lowest Price Bid.

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