



Tender for Annual Maintenance contract of Air Circuit Breaker (ACB)

Request for Proposal (RFP)

Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

INVITATION TO BIDS (ITB)

Reference Number: 02:11:309:2025: ACB



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



DISCLAIMER

This RFP is not an offer by Power Finance Corporation Limited, but an invitation to receive electronic proposals/e-bids from interested eligible bidders for selection of bidder for the Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

No contractual obligation whatsoever shall arise from the RFP process unless and until a LOA is issued and accepted by successful bidder and signing of agreement, if any.

This RFP is being issued with no financial commitment and PFC reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same or abolish the requirement at any stage.



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

INVITATION TO BIDS

Ref. No. 02:11:309:2025: ACB

1. Power Finance Corporation Ltd. intends to invite e-bids for “Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC’s Corporate Office Building “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110001.
2. Interested bidders must go through the complete tender document for details before submission of their Bids on GeM portal. Interested bidders may obtain further information from below mentioned contact details.
3. The Tender Document shall be published on the GeM Portal/ Central Public Procurement Portal/ PFC Website. The time table for bid process is as follows: If any of the below mentioned dates fall on holiday then it will be carried out on next working day. The time table for bid process is as follows:

Tender Ref. No.	02:11:309:2025: ACB	
Product Category	Annual Maintenance works	
Approx. Tender Value (In. Rs.)	Rs 8,23,351/- (Inclusive 18% GST)	EMD : 16,467/- or As per GeM
Tender Type	Open.	
Last date of submission of pre bid queries, if any	NA	
Last date of reply of pre bid queries, if any	NA	
Document Download Date & Time (from GeM portal)	As mentioned on GeM Portal	
Last Date & Time for Submission (GeM portal)		
Date & Time of Opening of Techno-Commercial part of Bids on GeM portal.		
Date & Time of Opening of Price Bid	To be intimated later	
Tender/ Bid Documents	Available on GeM Portal	
Place of Subission of Bids	GeM portal	
Place of opening of Bids	PFC office on GeM Portal	
For further Information Contact :		
Name :	Manager	
E-mail :	pradeep_pant@pfcindia.com	
Phone Office	011-23456000	
Address :	Power Finance Corporation Ltd., “Urjanidhi”, 1 Barakhamba Lane, Connaught Place, New Delhi-110001.	

Bidders are requested to follow above schedule on GeM portal in order to participate in the tender.

Thanking you,

Yours faithfully,
Sd/-
(Gevesh Pakmode)
General Manager (E&BM)



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

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

Bid Invitation Summery

Sub : Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

Dear Sir,

Power Finance Corporation Ltd., a Govt. of India Undertaking under the Administrative Control of Ministry of Power invites bids for the Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001. The summery of this RFP is as below:

Tender Title	Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.
Tender Reference Number	02:11:309:2025: ACB
Tender Type	Open
Tender Category	Services
No. of Covers	As per GeM
Bidding System	As per GeM
Contract Period	Initially for 03 (three) years.
e-Reverse Auction to be held after Financial bid opening	No
Is this item reserved for exclusive Procurement from MSEs	No
Nature of Bidders eligible – OEMs/ Dealers authorized by OEMs	All eligible bidders
Is the requirement divisible for preference	No
Would the contract be split among more than one bidder	No
Cost of Tender Document (INR)	The physical copy of the Tender Fee (if applicable) document must reach before bid submission date and time at Power Finance Corporation Limited, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110 001.
Earnest Money Deposited (EMD)	The physical copy (if applicable) of the EMD document must reach before bid submission date and time at Power Finance Corporation Limited, Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi – 110 001.
Integrity Pact to be Signed and Submitted along with bid	Not Applicable



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

S. No.	Description <u>Tender Documents</u>	
1.	Request for Proposal (RFP)	
2.	General Conditions of Contract (Section - GCC)	Annexure I
3.	Instruction to Bidder (Section-INB)	Annexure II
4.	Information & Special Conditions (Section-I&SC) of Contract	Annexure III
5.	BID PROPOSAL FORMS Schedule-1 (Qualifying Requirement Data) Schedule-2 (Technical Deviations) Schedule-3 (Commercial Deviations) Schedule-4 (Financial Details) Appendix – I (Acceptance of Terms and Conditions) Appendix – II (Format for not black listing of the company) Appendix – III (Letter of Authority – Proforma) Appendix – IV (Undertaking - Bidders financial standing) Appendix – V (Bidder Information Details) Appendix – VI (Undertaking: Regarding not having righteous foreign link to share information) Appendix – VII (Undertaking: For taking penal action in case of withdrawal of offer by Vendor) Appendix –VIII (Undertaking: For not to sub-contract/ outsource/ deploy outsourced manpower without prior written consent of PFC). Appendix – IX (Certificates (need to be submitted on company letter head and signed by authorized signatory) Appendix – X (Confidentiality and non-disclosure agreement, if any) Appendix –XI (Proforma For Bank Guarantee For EMD/Contract Performance Guarantee) Appendix – XII (Undertaking)	Annexure IV
6.	Format for Price break up (Price Bid)	Annexure V
7.	List of Documents/ Checklist	Annexure VI

1. The bidders will have to submit EMD (if applicable) and Bid Document Cost (if applicable) as mentioned in the Document as per GCC clause no.6. Tender received without the EMD and Bid Document Cost will not be considered for any reason. **As per GeM, Bidders registered in the relevant MSE category and Startup agencies shall be exempted from furnishing bid security /EMD.** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid **(in technical section)**. Under MSE category, only manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
2. 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 **Schedule 2&3 of Annexure IV**. If the schedules are left blank then it will be considered as no deviation is requested and the bidder is accepting all the terms and conditions. Non-submission of **Schedule 2&3 of Annexure IV** will amount to no deviation from tender documents.



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3. All technical, commercial bids and price bids must be submitted at the GeM portal. All bids must be accompanied by a bid guarantee (EMD)/bid security declaration as specified in the RFP and any bid not accompanied by the required bid guarantee (EMD)/ bid security declaration shall be rejected. Technical bids will be opened online through GeM portal on or after the specified date and time. Price bids of technically qualified bidders will be opened online through GeM portal on a separate date and time which will be intimated separately.
4. 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.
5. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
6. The tender for the works shall remain open as per the GeM terms and conditions. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable or the Contractor fails to commence the work, then the PFC shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the submitted earnest money as aforesaid.
7. The Request for Proposal and all the documents including Additional Conditions, Special Conditions, General & Specification if any etc. forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
8. If any discrepancy is noticed between the documents as uploaded at the time of submission of the tender by the contractor the tender shall become invalid.
9. **In case any conditions mentioned in the PFC's tender document and GeM are overlapping, then conditions of the PFC's tender document shall be prevailed.**
10. Notwithstanding anything stated above, PFC reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, in the overall interest of PFCL. In case, bidder's capability and capacities are not found satisfactory, PFCL reserves the right to reject the tender.

Thanking you,

Yours faithfully,
Sd/-

(Gevesh Pakmode)
General Manager (E&BM)



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.01.01.

**GENERAL CONDITION OF CONTRACT
(SECTION-GCC)
Annexure-I**

Reference Number: 02:11:309:2025: ACB



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



SECTION GCC

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

- 1.1 The 'Contract' means the agreement entered into between Owner and Contractor by awarding a contract on GeM portal and acceptance of the same by contractor or 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 authorized representative of the Owner.
- 1.14 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.15 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- A 'Week' shall mean continuous period of 7 (seven) days.
- 1.17 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 Start up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 'Initial operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial operation', 'Reliability Test', 'Trial Run', 'Completion test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.



- 1.24 The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 'Warranty Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.
- 1.27 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

2.0 SUBMISSION OF BIDS

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

3.0 SIGNATURE OF BIDS

- 3.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed by the Bidder with his usual signature as per GeM Terms and Conditions. The names of all persons signing should also be typed or printed below the signature.
- 3.2 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).
- 3.3 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.
- 3.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 3.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

4.0 SEALING AND MARKING OF BIDS

- 4.1 The envelope containing EMD document and tender cost fee, if any 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".

5.0 DEADLINE FOR SUBMISSION OF BIDS

- 5.1 Bids submitted in physical form will not be accepted.



- 5.2 Envelopes containing EMD document and tender cost fee, if any must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.
- 5.3 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.
- 6.0 EARNEST MONEY DEPOSIT (EMD)**
- 6.1 Each bid shall be accompanied by a EMD in one of the form listed out herein below.
- 6.2 The EMD shall be valid for a period of **six calendar months** from the date of bid opening which shall be extended from time to time as desired by Purchaser. The successful Bidder shall keep his EMD valid till one month beyond the submission of Contract Performance Guarantee, if required.
- 6.3 **The EMD may be submitted in one of the following forms:**
- (a) EMD amount can be deposited in digital mode through following link:
<http://www.pfcapps.com/PaymentGateway/OnlinePaymentOther.aspx>.
- (b) An Irrevocable Bank Guarantee from any Scheduled Commercial Bank in favour of Power Finance Corporation Ltd., New Delhi in the proforma enclosed herewith as APPENDIX - XI.
- (c) Insurance Surety Bond
- (d) Fixed Deposit Receipts pledged in favor of PFC, New Delhi form a Scheduled Commercial Bank.
- (e) A crossed bank draft in favour of Power Finance Corporation Ltd., New Delhi, payable at New Delhi form a Scheduled Commercial Bank with minimum validity period of three months.
- 6.4 Any bid, not accompanied by the EMD is liable to be rejected by the Owner as non-responsive.
- 6.4.1 EMD of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.
- 6.4.2 The EMD of the successful bidder shall be converted into security deposit.
- 6.4.3 The EMD may be forfeited without any notice or proof of damages etc.
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
OR
- (b) In the case of a successful Bidder, if the Bidder fails to accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.
- 6.4.4 No interest will be payable by the owner on the above EMD.



- 6.5 **EMD EXEMPTION:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

7.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 7.1 No bid may be modified subsequent to the deadline for submission of bids.
- 7.2 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.

8.0 INFORMATION REQUIRED WITH THE PROPOSAL

- 8.1 The following information shall be required with technical bid in the form of scanned copies, if required.
- 8.2 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 The Bidder / Service Provider / Vendor/ Supplier should not be owned or controlled by any Director or Employee of the owner or their relatives and bidder shall submit an undertaking in this regard along with the technical bid.

9.0 OPENING OF BIDS BY THE OWNER

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

10.0 CLARIFICATION OF BIDS

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



11.0 PRELIMINARY EXAMINATION

- 11.1 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.
- 11.2 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 EMD forfeited.
- 11.3 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.
- 11.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 11.5 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.

12.0 PRICE

- 12.1 The Bidder shall quote firm prices valid till the complete execution of the order unless the price variation clause is not included in Special Conditions of Contract.
- 12.2 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.
- 12.3 The Bidder shall quote, item wise unit and lot prices for all the material and services (if any).

13.0 TAXES AND DUTIES

- 13.1 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.
- 13.2 All Customs duties, Excise Duties, Sales Tax, GST 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.



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 14.0 INSURANCE**
- 14.1 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 equipment/materials "Taken Over" by the Owner 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.
- 14.2 The insurance required to be taken by seller shall cover all risks including war, strike, riots and civil commotion etc. The scope of such insurance shall be adequate to cover the replacement/re-installment cost of the materials delivered at site. Notwithstanding the extent of insurance cover the amount of claim available from the underwriters and the time at which claim is available from the under underwriters, the seller shall be liable to make good the full availability as per Owner's requirements.
- 15.0 BID CURRENCIES**
- 15.1 Prices shall be quoted in Indian Rupees only.
- 16.0 PERIOD OF VALIDITY OF BIDS**
- 16.1 Bids shall remain valid and open for acceptance as specified on GeM portal.
- 17.0 BID OPENING – E-Procurement**
- 17.1 Those bids whose EMD and tender cost fee, if any is not submitted before the due date and time shall not be opened. Further, bids will be opened as per GeM terms and condition on www.gem.gov.in.



18.0 PROCESS TO BE CONFIDENTIAL

18.1 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.

19.0 CORRECTION OF ERRORS

19.1 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.

19.2 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 EMD forfeited.

20.0 TIME SCHEDULE

20.1 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.

21.0 EVALUATION AND COMPARISON OF BIDS

21.1 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 11.0 above.

21.2 In evaluating Bids, the Owner 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 19.0.
- b) Excluding provisional sums.
- c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 11.0.

21.3 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.

21.4 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.

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



21.6 Bid evaluation will be carried out as per provisions available on GeM portal and award for contract shall be made as per outcome of evaluation on GeM portal.

21.7 Preference to purchase from MSEs/MIs will be given as per Dept. of Exp., Ministry of Finance OM no. F.1/4/2021-PPD dated 18.05.2023 and amended time to time.

22.0 AWARD CRITERIA

22.1 The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents as per evaluation criteria as per GeM portal and has been determined as the lowest evaluated bid pursuant to Clause 21 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

23.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

23.1 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.

24.0 NOTIFICATION OF AWARD

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

24.2 The Notification of Award will constitute the formation of the Contract.

25.0 DELIVERY/SHIPMENT TERMS

25.1 In case of service, all the study, recommendations and deliverables shall be completed within the completion period as stipulated in the DTS/SCC/ Purchase Order/LOA.

25.2 In case of goods, all the equipment/materials shall be dispatched to destination on FOR destination basis within the delivery period as stipulated in the Purchase Order/LOA.

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 Any clarifications to the bills submitted will be sought within 7 working days of receipt of bills and payment will be released within 15 working days after receipt of clarifications so sought from the vendor.

27.2 MSME vendors may also avail the bill discounting facility of TReDS through M1 Xchange. For availing the facility vendor has to register himself on M1 Xchange and upload the invoices of M1 Xchange portal.

28.0 ACCESS TO SUPPLIERS PREMISES



28.1 The Owner and/or his authorized representative shall be provided access to Vendor's and or his sub-Vendors premises, at any time during the pendency of the order for expediting, inspection, checking etc. of the progress of the work.

28.2 The successful bidder(s) will allow PFC (or its representatives) to conduct audits either by PFC's internal/ external auditors, or by external specialists appointed to act on behalf of PFC and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for PFC.

29.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

If upon deliver, whether inspected and approved earlier or otherwise the material/equipment is not in conformity with the specifications the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of receipt of the material at the work/site/office.

The Supplier shall arrange removal of the rejected items within 15 days of the notice of rejection failing which the owner shall be at liberty to dispose off such rejected items in any manner as he may think fit. All expenses incurred by the Owner in disposing off the rejected items including money paid to the Supplier shall be recoverable from the Supplier.

30.0 SOURCE OF SUPPLY

The Vendor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Vendor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

31.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

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

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

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

32.0 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, if applicable.

33.0 FORCE MAJEURE



33.1 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.
- e) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the PFC in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

34.0 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.

35.0 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.

36.0 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.

37.0 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.

38.0 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.

39.0 COMPLIANCE OF REGULATIONS

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

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

40.0 CONTRACTOR'S DEFAULT

40.1 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.

40.2 Nature of Contractor's Default

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under sub-clause 40.1, 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.



40.3 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.

40.4 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 43.0. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

40.5 Effect on Liability for Delay

The Contractor's liability under clause 31.0 shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.

40.6 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.

41.0 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.

42.0 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.

43.0 DISPUTES AND ARBITRATION

43.1 The Purchaser & Service provider / 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.

43.2 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.



- 43.3 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.
- 43.4 The award given by the Arbitrator(s) shall be speaking award.
- 43.5 **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.
- 43.6 No payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.
- 44.0 LAW AND PROCEDURE**
- 44.1 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.
- 45.0 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.
- 46.0 DAMAGE DUE TO CONTRACTOR'S NEGLIGENCE**
- 46.1** If the Contractor or his Maintenance Engineer / Employee cause damage to the Equipment or any part thereof, the Contractor shall, upon receipt of notice in writing in that behalf from Owner/ Engineer, arrange to make the same good at his costs. The decision of the Engineer/ Owner in this regard shall be final and binding on the Contractor.
- 47.0** The successful bidder must ensure that the workforce (if any) to be deployed in PFC under the terms and conditions of this contract (after award of the contract), would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of contract at the cost of successful bidder.
- 48.0** Upon acceptance of contract on GeM portal, the successful bidder shall be liable to give unconditional access to Reserve Bank of India (RBI) for inspection including its books and accounts.

END OF SECTION – GCC



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.01.01.

**INSTRUCTION TO BIDDERS
(SECTION-INB)
Annexure II**

Reference Number: 02:11:309:2025: ACB



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



**SECTION – INB
INSTRUCTION TO BIDDERS**

1.0 GENERAL INSTRUCTIONS

- 1.1 Power Finance Corporation Ltd. (hereinafter called Owner) invites E-Bids in respect of the Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC’s Corporate Office Building “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110001. 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

MINIMUM QUALIFYING REQUIREMENTS (ELIGIBILITY CRITERIA) OF BIDDERS

- 2.1 The bid is open to all the qualified bidders, who possess the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected:

I. Technical Requirement: -

S. No.	Criteria	Supporting Document
1	<p>The bidder must be the Original equipment manufacturer (OEM) or OEM certified/ authorized agency/ company/ dealer/ distributor of M/s Schneider Electric Infrastructure Ltd (M/s Schneider Electric India Pvt Ltd) and should have successfully completed similar work / work/s’ during the last three Financial years i.e. 2022-23, 2023-24 & 2024-25 and upto bid submission date as per below criteria:</p> <ul style="list-style-type: none"> ➤ Three similar works each work with costing not less than Rs 3,29,340/- <li style="text-align: center;">OR ➤ Two similar works each work with costing not less than Rs 4,11,676/- <li style="text-align: center;">OR ➤ One similar work costing not less than Rs 6,58,681/-. 	<p>Bidder must submit the document as</p> <p>1. Original equipment manufacturer i.e. M/s Schneider Electric Infrastructure Ltd or OEM certified</p> <p>or</p> <p>2. “Manufacturer Authorization Letter” from the OEM (s) i.e. M/s Schneider Electric Infrastructure Ltd. on its letter head for “Annual Maintenance contract of Air Circuit Breaker (ACB) installed</p>



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

	<p>The term ‘Similar work/s’ used above is defined as the agency having experience particularly testing and / or maintenance of Circuit Breakers.</p>	<p>in PFC’s Corporate Office Building “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110001” and duly signed by an authorized signatory from the OEM.</p> <p>A work order, along with a work completion certificate issued by the employer as proof of the agency's completion of the work, shall be submitted.</p>
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Note:

1. **Either OEM or OEM authorized agency/ Service Providers/ company/ dealer/ distributor of OEM (s) only can participate in this Bid/Tender. If both participates in this Bid/Tender, then the bid of both bidders will not be considered and both the bids will be technically disqualified.**
2. In all the above cases, while considering the value of works, the full value of completed work will be considered, whether or not the date of commencement is within the above-mentioned period.
3. The experience of incomplete/ ongoing works as on the last date of the eligibility period will not be considered for evaluation.

II. Financial

S. No.	Criteria	Supporting Document
1	Bidder should have average annual turnover of Rs 8,23,351/- in last three financial years i.e., FY 2022-23, FY 2023-24 & FY 2024-25.	i. Audited Balance Sheet and Profit & Loss account or ii. Certificate from the Chartered Accountant on their letterhead certifying the financial turnover and Profit or net worth
2	Bidder should have a positive profit before Tax (PBT) or Positive Net worth in at least two of the last three financial years i.e. FY 2022-23, FY 2023-24 & FY 2024-25.	for financial years i.e. FY 2022-23, FY 2023-24 & FY 2024-25 is to be submitted. In case for financial year 2024-25 the Audited Balance sheet is not available, provisional statements duly attested by CA/ statutory auditor should be submitted.

Note: MSE and startup agencies are exempted for Turnover criteria only, subject to meeting the Technical & other qualifying requirements.



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

III. General requirements: -

S. No.	Criteria	Supporting Document
1.	a. A Company/Firm/LLP registered in India for a period of at least three (3) years before the bid submission date. However, Consortium or joint venture bids are not allowed in the said tender. b. Minimum three years' experience in execution of similar works as on the last date of bid submission.	a. Copy of Certificate of Incorporation/other relevant document duly attested by authorized bid signatory and b. Copy of Purchase Order along with execution proof showing minimum three years' experience.
2.	Bidder should have valid PAN, GST, registration as on bid submission date.	Copy of PAN, GST, registration duly attested by authorized bid signatory.
3.	The Bidder should have Registered Office/ Head Office/Branch Office in Delhi/NCR.	Valid proof of office in Delhi/NCR duly attested by the authorized bid signatory.
4.	Bidder should have legal presence in India.	Company registration certificate/ partnership deed or any other relevant document showing legal identification of the firm or Valid proof of legal presence in India duly attested by the authorized bid signatory.
5.	Bidder must not stand declared ineligible/blacklisted/banned/ debarred by any PSU/Ministry/ Government organization from participation in its tender processes as on date of bid submission date.	Undertaking to be submitted on letterhead of the company duly signed by Authorized bid signatory, as per PFC format at Appendix – II of Annexure-IV .

- 2.2 The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed above.
- 2.3 Tenderer shall submit **all Schedules & Appendix of Annexure- IV** duly signed and filled-in with certified supporting documents and credentials along with other information/ data according to bid requirement to prove/ establish Pre-qualification for participation in the Tender.

3. COST OF BIDDING

- 3.1 All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders



and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

4.0 INSPECTION OF SITE

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

5.0 DOCUMENT COMPRISING THE BID

5.1 The Bidder shall complete all the e-Bid Forms inclusive of Price Schedules, Schedule of Requirements etc. furnished in the RFP, indicating, for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.

5.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

5.3 Scope of the Proposal

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

6.0 The bidder should also upload the under mentioned information:

The bidder should upload their information at Appendix - V.

7.0 FORMAT AND SIGNING OF BID

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

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

8.0 BID PRICES

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

9.0 BID SECURITY i.e. EMD

9.1 May be submitted in one of the following forms:

(a) EMD amount can be deposited in digital mode through following link:

<http://www.pfcapps.com/PaymentGateway/OnlinePaymentOther.aspx>.

(b) An Irrevocable Bank Guarantee from any Scheduled Commercial Bank in favour of Power Finance Corporation Ltd., New Delhi in the proforma enclosed herewith as APPENDIX - XI.

(c) Insurance Surety Bond

(d) Fixed Deposit Receipts pledged in favor of PFC, New Delhi form a Scheduled Commercial Bank.



- (e) A crossed bank draft in favour of Power Finance Corporation Ltd., New Delhi, payable at New Delhi form a Scheduled Commercial Bank with minimum validity period of three months.
- 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 The Bid Security of the awardee agency shall be converted into Security Deposit and shall be released on the submission of contract performance security. No interest shall be payable by the Owner on the Security Deposit.
- 10.0 PERIOD OF VALIDITY OF BIDS**
- 10.1 As per GeM portal. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.
- 11.0 SUBMISSION OF BIDS TO THE OWNER**
- 11.1 The Bidder shall submit the entire bids on GeM portal. The details of undertaking related to EMD shall be forwarded to us before the opening of technical bid. However, scanned copy of the same to be uploaded in the system on GeM. The bids are to be uploaded on above portal in two parts i.e. Technical and Price bid. The technical bid should have all the technical details along with scanned copy of EMD. Price bid should have all price details.
- 11.2 Any Bid received by the Owner after the deadline for submission of e-Bids prescribed by the Owner, in the Invitation to Bid shall be automatically rejected by the system.
- 12.0 WITHDRAWAL OF BIDS**
- 12.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder pursuant to clause 9.4 Section INB.
- 13.0 OPENING OF THE BIDS BY THE OWNER**



13.1 The Bids shall be opened by the Owner on/after 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 evaluated and compared on the basis of total price quoted on GeM portal for the entire Scope of Work defined in the Detailed Technical Specifications and as per GeM terms and conditions.

16.0 AWARD OF WORK

16.1 Notification of Award of Contract on GeM will be made on GeM portal to the successful Bidder by the Owner. The notification of award and submission of Contract Performance Security shall constitute the formation of Contract.

16.2 On account of indivisible/divisible nature of work, contract will be awarded on single responsibility/more than one vendor basis only as per outcome of evaluation on GeM portal.

16.3 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

17.0 CONTRACT PERFORMANCE GUARANTEE:



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

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 in form of

(a) Digital mode through following link:

<http://www.pfcapps.com/PaymentGateway/OnlinePaymentOther.aspx>.

(b) An Irrevocable Bank Guarantee from any Scheduled Commercial Bank in favour of Power Finance Corporation Ltd., New Delhi in the proforma enclosed herewith as APPENDIX - XI.

(c) Insurance Surety Bond

(d) Fixed Deposit Receipts pledged in favor of PFC, New Delhi form a Scheduled Commercial Bank.

(e) A crossed bank draft in favour of Power Finance Corporation Ltd., New Delhi, payable at New Delhi form a Scheduled Commercial Bank with minimum validity period of three months.

The guarantee amount shall be equal to 3% or as per GeM of the total contract price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The Contract Performance Guarantee shall be valid up to two months beyond the contract validity period or as specified on GeM. The contract Performance Guarantee shall be as per the provisions of GeM terms and conditions.

- 17.1 In case, the contractor does not submit performance security within the stipulated period without valid reason, the Owner shall impose simple interest @12% per annum on the full amount of applicable performance security (along with applicable taxes, if any) for the period of delay in submission in performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days. The interest accrued shall be payable by the contractor within 15 days from the date of intimation by Tender Inviting Authority in online or offline manner in favour of 'PFC Limited, otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with PFC". In addition to this, PFC reserve the right to terminate the contract at its discretions if CPG is not submitted within stipulate time i.e., within 15 days of notification of award of the contract.

-----END OF SECTION - INB-----



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.01.01.

**INFORMATION & SPECIAL CONDITIONS
(Section I&SC)
Annexure III**

Reference Number: 02:11:309:2025: ACB



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



INFORMATION & SPECIAL CONDITIONS

SCOPE OF THE WORK

The said tender is called from all the eligible bidders meeting the prequalification criteria mentioned in the document to carry out “Annual Maintenance contract in respect of 19 (Nineteen) nos. Air Circuit Breakers installed at PFC’s Corporate Office Building “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110001” initially for 03 (three) years.

The existing system are functioning and working satisfactory.

- a) Location : PFC Corporate Office building.
- b) Estimated Cost of Tender : **Rs. 8,23,351/-** (inclusive of all)
- c) Contract Period : Initially for 03 (three) years.

The work includes

1. Annual Maintenance contract in respect of 19 (Nineteen) nos. Air Circuit Breakers installed at PFC’s Corporate Office Building “Urjanidhi”. The contractor has to carry out following preventive maintenance of Air Circuit Breakers ones in a year and attend Unlimited Breakdown Visits.
 - a . Dismantling, Cleaning and assembling of front cover push button, locking device.
 - b . Dismantling, Cleaning of are chute cover and terminal shield.
 - c . Dismantling, Cleaning, checking and assembling of arc chute.
 - d . Dismantling, Cleaning and assembling of electrical spring charging motor. (in electrical only)
 - e . Dismantling, Cleaning, checking/ Testing and assembling of tripping coil/ closing coil. (in electrical only)
 - f . Dismantling, Cleaning & tightening of protection only.
 - g . Physical inspection of main contact.
 - h . Cleaning and greasing of Breakers Main Mechanism by Schneider recommended fully synthetic imported multipurpose grease to increase the reliability in terms of mechanical as well as electrical properties and their endurance.
 - i . Inspection of Main spring/tripping/locking spring.
 - j . Dismantling/ Cleaning & greasing of spring charging handle.
 - k . Inspection/ Cleaning of breakers rear terminals & greasing them.
 - l . Inspection/ cleaning of the changeover contacts of the OFF switch.
 - m . Dismantling, Cleaning, greasing and assembling of clusters (applicable for draw out circuit breakers only)



- n. Checking and cleaning / greasing(as required) of hand pullout system, racking mechanism of chassis and function position indicators(in draw out type only)
 - o. Checking and tightening of control unit connection block and chassis rear terminals.
 - p. Cleaning & checking of tightening of wires on WAGO terminal.
 - q. Checking healthiness of protection relay type Micro logic mounted on breakers (Tripping current & Tripping Time) by dedicated Schneider Electric designed Full function Electronic Test kit type FFTK.
 - r. Final testing of the circuit breakers by switching it ON/OFF both Mechanically as well as electrically.
 - s. Putting circuit breakers inside cubicle into service position and re-commissioning.
2. If the contractor fails to complete the job as per above schedule, Rs 10,000/- will be deducted from each quarterly payment.
 3. In case of break down the Contractor shall attend unlimited number of service calls to the satisfaction of the PFC.
 4. The replacement of the batteries, compenents if required shall be on chargeable basis. The cost of the same shall be determined from market rates revised from time to time.
 5. Contractor would provide necessary tools and instruments to their Service Technician for the purpose of servicing the equipment covered by the contractor.
 6. Contactor has to carry out remedial maintenance of the system/ equipment's at Corporation's request as and when required.
 7. During emergency situation contactor has to give back up to the staff engaged.
 8. The maintenance contract is exclusive of the following
 1. Alteration/ modification if any requested by PFC.
 2. Cost of parts, required if any.
 9. PFC shall have the right to terminate the contract at any time without assigning any reason whatsoever in the event of
 - i. Failure to provide desired level of service by the contactor.
 - ii. Non- compliance of instruction issued by the PFC in regard to the adequacy or otherwise of service rendered to us.
 - iii. **Noncompliance of any of the statutory requirement.**



10. Contractor shall in no case lease/transfer/sublet/appoint sub-contractor or care take to render the services under the Contract.
11. No other person except Contractor's authorized representative shall be allowed to enter PFC's premises.
12. Within PFC premises, the Contractor's personnel shall not do any private work other than their normal duties.
13. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep PFC indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
14. The personnel engaged by the Contractor are subject to security check by the PFC Security Staff at any time and the Contractor shall ensure their presence for the said purposes.
15. Contractor shall be solely responsible for payment of wages /salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. PFC shall have no liability whatsoever in this regard and the Contractor shall indemnify PFC against any/all claims which may arise under the provisions of various Acts, Govt. Orders etc.
16. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
17. **Contractor's responsibility while executing the work.**

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the said work in PFC in close co-operation and co-ordination with Service works Maintenance agencies. The General functioning of PFC office must not be disturbed. Proper safety precaution must be taken to avoid damages to vehicles of PFC's employees, PFC property or any other public property. **The agency is also required to provide safety devices to the manpower deployed at site for the work.**

18. **SITE VISIT, COLLECTION OF DATA AND INFORMATION**

- a. Tenderers in their own interest are advised to inspect and examine the site and all its existing surroundings and satisfy themselves before submitting their Tender, in respect of the site conditions, collection of all necessary data and information including but not restricted to the following, which may influence or affect the work or cost thereof under the contract. No claims whatsoever will be entertained in the plea of ignorance of difficulties involved in execution of work or carriage of materials etc.



Site conditions including access to the site, existing and required roads and other means of transport/ communication for use by him in connection with completing the works.

- i. Rates quoted shall remain firm during the entire time period allowed for completion. Escalation (IEEMA Price variation) shall not be paid by PFC on any account whatsoever.
- ii. The Contractor shall quote his rates keeping in mind the site condition, specifications, terms & conditions, additional and special conditions, Additional specifications etc. and nothing extra shall be paid by PFC unless otherwise specified in the tender.

19. **Mobilization Advance:** No mobilization advance will be released for the work.

20. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of building.

21. The contractor shall be responsible for good workman ship and quality of work and proper coordination with others for timely completion of entire work.

22. **Payment terms**

The payment for the AMC services provided under the contract will be released in quarterly installments on the completion of the quarter as per schedule given below after submission of Bill by the Contractor and verification by authorized representative. PFC shall make the payment through the E-banking system, if request made & details to release payment through the E-banking provided by the successful bidder.

Schedule for payment of AMC bill:

a) Completion of 1st quarter of work -	25 % of yearly cost
b) Completion of 2nd quarter of work-	25 % of yearly cost
c) Completion of 3rd quarter of work-	25 % of yearly cost
d) Completion of 4th quarter of work-	25 % of yearly cost

A first payment shall be released after execution of agreement and submission of 3% Bank Guarantee towards performance Guarantee and completion of each quarter.

23. **QUANTITY VARIATION**

Pursuant to clause of GCC, the owner reserves the right to increase or decrease the quantity of works and services upto 25% (twenty five percent) value of the total contract price, without any change in unit price and other terms & conditions. The quantities of individual items may, however, vary upto any extent. The rates for extra items / substituted items, if any, required during execution of the contract shall be mutually agreed.

24. For reasons which may include unsatisfactory performance of the works under the contract, or the Contractor resorting to unacceptable or unlawful and fraudulent business practices either during bidding or during execution of the Contract, or for any other reason whatsoever, the Owner may at its discretion forbid the Contractor from participating in any future bidding process for a specified period of time.



25. All final plans, drawings, specifications, designs; reports and other documents or software submitted by the bidder in the performance of the service shall become and remain the property of the owner.
26. Bidder/Contractor shall keep all the knowledge and information not within the public domain which may be acquired during the carrying out of this assignment, strictly confidential for all time and for all purpose.
27. Bidder/Contractor shall keep confidential and shall not, without the consent of PFC, which shall not be unreasonably withheld, divulge or part off to any third party any documents, data or other information in connection with this assignment except where such information are of public domain or required under the statute or law.
28. Precaution against any fire hazards or other damage to Plant and equipment shall be arranged by the firm. PFC shall remain indemnified by the contractor from any encumbrances/ loss on this account.
29. PFC will not be responsible for any injury, accident to the contractor's employees which may occur during the course of operation and negligence in performing duty. All materials shall conform to their respective specifications.
30. The technical parameters furnished by the Tenderer would be examined in detail during design submission stage. All improvements considered necessary to meet the tender technical specification would have to be incorporated without any additional cost to PFC, with objective of providing high performance and safety norms.
31. Competent service technicians shall be required to attend major break -down calls as and when intimated within the least possible time not exceeding more than 4 hours in any case including Saturdays, Sundays and other government holidays . There will be no limit to such break-down calls.
32. **AWARD OF CONTRACT**
 - (i) The Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined in line the evaluation criteria specified, as the most technically & commercially responsive bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.
 - (ii) The Contract shall be award to the lowest price quoted technically qualified bidder.
 - (iii) If the two or more bidders quote the same lowest price, work shall be award by the PFC as per the GeM provisions.
33. In case any conditions mentioned in the PFC tender document and GeM are overlapping, than conditions of the PFC shall be prevailed.
34. **LABOUR LAWS AND REGULATIONS / CONTRACTORS LIABILITY**

The contractor shall be exclusively liable and responsible for his employees/workers, whether they are engaged directly or otherwise, in respect of compliance of all the laws applicable or which might



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

become applicable to New Delhi, Rules and Regulations relating to Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Funds & Misc. Provisions Act 1952, Employees State Insurance Act 1948. Payment of gratuity Act, 1972, Payment of Bonus Act, 1965, Payment of Wages Act 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Group Insurance Act, Food and Adulteration Act, Weights and Measures Act and / or such other Acts, Laws or Regulations passed by the Central/ States, Municipal and Local Government Agency or Authority, as applicable from time to time.

-----END OF SECTION – I&SC-----



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.01.01.

BID PROPOSAL FORMS

Annexure IV

Reference Number: 02:11:309:2025: ACB



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



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

SCHEDULE - 4

FINANCIAL DETAILS

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

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

Subject: Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

Financial year	Annual Turnover (INR)	Annual Profit Before Tax (PBT) (INR)	Net worth (INR)
2022-23			
2023-24			
2024-25			

Note: - Suitable documentary evidence in respect of above details are required to be enclosed/ upload.

Signature : _____
Name : _____
Designation : _____
Name of Organization : _____



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

APPENDIX - I

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

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

Subject: Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

Dear Sir,

With reference to your above subject tender 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.....
Company Stamp.....



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

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

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

**Subject: Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's
Corporate Office Building “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110001.**

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

Yours faithfully,

For and on behalf of.....
Name.....
Designation.....
Company Stamp



LETTER OF AUTHORITY – PROFORMA

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

Power Finance Corporation Ltd.
“Urjanidhi”
1 Barakhamba Lane,
Connaught Place,
New Delhi-110 001.

Dear Sir,

Ref.: Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC’s Corporate Office Building “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110001.01.01.

In continuation with your above captioned invitation to Bid Mr..... (Full Name along with designation) (Telephoneand Mob.....) is authorized to quote, sign, submit, reply, clarify the bid on our behalf and shall be binding as the same has been made by us. This authority shall remain valid and binding until revoked with notice to you.

Yours faithfully,

For and on behalf of.....
Name.....
Designation.....
Company Stamp



UNDERTAKING

BIDDER FINANCIAL STANDING

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

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

Yours faithfully,

For and on behalf of.....
Name.....
Designation.....
Company Stamp



Vendor Profile Form

Vendor Profile Form			
1	Name & Legal Status of the Bidder		
2	Organization Registration Details (Incorporation or Commencement of Business/ Other Statutory Registrations etc.)	Date of Incorporation/ Registration:	
3	GST Number:	PAN Number:	
4	Employees Provident Fund (EPF) registration number		
5	Employees State Insurance (ESI) registration number		
6	Registered/ Corporate office Address of Bidder		
	Address & Contact Details (E-Mail, Ph. Nos. etc.) of Proprietor/ Directors of the Bidders	1)	DIN No.
		2)	DIN No.
		3)	DIN No.
6	Delhi (NCR) Office Address if any & Contact Details:		
	Names and Designations of the persons authorized for single point interaction with PFC Ltd.		
	Mobile Numbers of Contact persons:	E-mail of Contact persons:	
7	MSE Registration:	(Yes/No)	If Yes, Regd. No.:
			Date:
			Category:



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

Vendor Profile Form

		Range of Supply/ Services:	
GeM (Government e-Marketplace) Registration:	(Yes/No)	If Yes, Regd. No.:	
		Date:	
		Category:	
		Range of Supply/ Services:	
TReDS (Trade Receivables Discounting System) Registration (M1xchange):	(Yes/No)	If Yes, Regd. No.:	
		Date:	
		Category:	
		Range of Supply/ Services:	
Whether SC/ST/OBC Entrepreneur? (Yes, No)	(Yes/No)	(If Yes, Please provide Supporting Documents)	
Whether Women Entrepreneur? (Yes/No)	(Yes/No)	(If Yes, Please provide Supporting Documents)	

Note:

In case of non-furnishing the required MSE registration details, benefits of MSE will be not allowed presuming the agency a non-MSE Entrepreneur.

For and on behalf of.....

Name.....

Designation.....

Company Stamp



Undertaking

To whomsoever it may concern

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

It is submitted that our organization is registered in India and not having any righteous foreign link to share the Information relating to the _____ for PFC Tender Reference Number: _____.

It is further submitted that the resources proposed to be deployed for the _____ work shall only be of Indian Origin.

For and on behalf of.....

Name.....

Designation.....

Company Stamp



APPENDIX –VII

UNDERTAKING

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

Power Finance Corporation Ltd.
“Urjanidhi”
1 Barakhamba Lane,
Connaught Place,
New Delhi-110 001.

Subject: Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC’s Corporate Office Building “Urjanidhi”, 1, Barakhamba Lane, Connaught Place, New Delhi-110001.01.01.

Dear Sir,

With reference to your GeM Bid Number: _____ Dated: _____ for above subject tender , in case we are found L-1 on GeM portal and contract is awarded to us, We hereby undertake not to withdraw the offer within bid validity period and shall supply the product / services in the manner as mentioned in bidding document without any objection/variation, failing in which suitable action can be taken against our company i.e.(name of bidding company)..... including debarment from PFC future procurement for two years period and suspension of our company account on GeM portal among others.

Yours faithfully,

For and on behalf of.....

Name.....

Designation.....

Company Stamp

Appendix - VIII



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

UNDERTAKING

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

UNDERTAKING FOR NOT TO SUB-CONTRACT/ OUTSOURCE/ DEPLOY OUTSOURCED MANPOWER

We do hereby undertake that no work/ part of the work under this contract shall be sub-contracted/ outsourced/ managed by deploying outsourced manpower and that only we and/or our employees will perform the work.

Yours faithfully,

Seal.....

For and on behalf of.....

Name.....

Designation.....

Company Stamp



Certificates (need to be submitted on company letter head and signed by authorized signatory)

i. For Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

- ii. For Tenders "Ihave read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. {Where applicable, evidence of valid registration by the Competent Authority shall be attached.}"

iii. For Tenders for Works involving possibility of sub-contracting

"I _____ have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

iv. For GeM

"Ihave read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]".



APPENDIX - X

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) made this _____ Day of _____, _____ (the “Effective Date”) by and between _____ a _____ corporation, and _____ a _____ corporation, (Collectively, the “Parties” and each individually a “Party”).

The Parties are exploring the possibility of engaging in one or more mutually beneficial business relationships (collectively, the “Business Relationship”). The Parties recognize that in the course of their discussions to further the Business Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

The Parties shall (i) use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from legends, the nature of such information itself and/or the circumstances of such information’s disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, “Confidential Information”); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the provider thereof all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidences of clients.

Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of such person; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by such person from sources or through persons that such person can demonstrate had no access



to Confidential Information; or (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.

All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Business Relationship.

The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of two (2) years from the Effective Date.

As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

Neither Party makes any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.

Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated at the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.

This Agreement is to be governed by and construed in accordance with the laws of the state of . Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

APPENDIX –XI

PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE / CONTRACT PERFORMANCE GUARANTEE

As per GeM format



UNDERTAKING

We do hereby undertaking that none of the Directors/Senior Officers of BIDDER is a relative of any Director of Owner

OR

The Bidder is a firm in which none of the Directors/Senior Officers of Owner or his relative are a Partner.

OR

The Bidder is a private company in which none of the Directors/Senior Officers Owner is a member or Director.

OR

List of Director of 'Power Finance Corporation Limited 'may be taken from its website "www.pfcindia.com" and Senior Officer means the Bid inviting authority as per tender document

Yours faithfully,

For and on behalf of.....

Name.....

Designation.....

Stamp.....



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

Annexure V

(To be uploaded in a financial section only)

Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

Format of Price break up

(For quoting the rates)

Annexure V

Reference Number: 02:11:309:2025: ACB



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



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

Letter Submitting Price Break Up

To

GM (E&BM)
Power Finance Corporation Ltd.
"Urjanidhi", 1, Barakhamba Lane,
Connaught Place, New Delhi

Subject: Tender for Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001.

The undersigned bidder, having read carefully and examined the tender document in respect of Tender for "Annual Maintenance contract of Air Circuit Breakers (ACB) installed in PFC's Corporate Office Building "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001." and does hereby express his interest to carry out the work as specified.

The undersigned bidder will charge the amount as indicated in Annexure-V.

Dated: _____

Signature of the bidder with firm's seal

Contact No. _____



Price Break up (Bill of Quantities)
(To be uploaded in financial/ price bid section only)

Note: - Do not upload the said Price Bid in the Technical / Commercial section. Uploading of the same in technical/ commercial section shall be treated as unresponsive and will not be considered for further evaluation.

S. No.	Description	Unit	QTY
1	Non Comprehensive Annual Maintenance contract Charges (One Preventive Maintenance Visit and Unlimited Breakdown Visits) for 19 (Nineteen) nos. Air Circuit Breakers (ACB's), Model- Masterpact, Make - M/s Schneider Electric Infrastructure Ltd (M/s Schneider Electric India Pvt Ltd) make Installed in the Urjanidhi Building as mentioned in scope of the work keeping in view a terms and conditions of tender documents. The AMC has to be carried out as per the terms and conditions mentioned in the tender. The work has to be executed as per the scope defined in the tender.		
1.1	For First year	Yearly	01
1.2	For Second year	Yearly	01
1.3	For Third year	Yearly	01
2	Total (1.1 +1.2 +1.3)		
3	GST @ ___% on Sr. No 2		
4	Sub total of (2 + 3)		

Note:

1. The rates quoted are firm and inclusive of Supply, freight, testing and taxes etc.
2. An agency has to quote rates in each individual item mentioned in above BOQ, if any agency quotes NIL charges/ Consideration; the bid shall be treated as unresponsive and will not be considered.
3. No extra charges shall be paid other than above mentioned.
4. Final quoted price on the GeM portal must be matched with the Total of this sheet.
5. Price break up as provided in the PDF upload by the service provider shall not be a part of L1 evaluation. However, the PDF document uploaded by the bidder will be consider as part of the contract.
6. Quoted price on GeM portal shall prevail for the L1 evaluation.

Name of Authorized Signatory With Tel./Mobile No. e-mail ID
to whom we may contact in Case of requirement

Signature with Seal

Date:
Place:



Tender for Annual Maintenance contract of Air Circuit Breakers (ACB)

Annexure VI

Tentative List of Documents to be duly Sign, stamped, scanned and uploaded in GeM portal technical section within the period of tender submission:

S. No	Document sought for	Check list
1.	Copy of Permanent Account Number (PAN)	
2.	Copy of GST	
3.	EMD details	
4.	MSE certificate	
5.	Startup certificate	
6.	Work order & Work completion certificate/s	
7.	Work order/ Work completion certificate/s for work/s before 3 years.	
8.	Balance sheets of 03 years	CA certificate
9.	Profit and loss account statement OR Network Certificate of 03 years	
10.	Company registration certificate/ partnership deed or any other relevant document showing legal identification of the firm	
11.	Schedule-1 (Qualifying Requirement Data)	
12.	Schedule-2 (Technical Deviations)	
13.	Schedule-3 (Commercial Deviations)	
14.	Schedule-4 (Financial Details)	
15.	Appendix – I (Acceptance of Terms and Conditions)	
16.	Appendix – II (Format for not black listing of the company)	
17.	Appendix – III (Letter of Authority – Proforma)	
18.	Appendix – IV (Undertaking - Bidders financial standing)	
19.	Appendix – V (Bidder Information Details)	
20.	Appendix – VI (Undertaking: Regarding not having righteous foreign link to share information)	
21.	Appendix – VII (Undertaking: For taking penal action in case of withdrawal of offer by Vendor)	
22.	Appendix –VIII (Undertaking: For not to sub-contract/ outsource/ deploy outsourced manpower without prior written consent of PFC.)	
23.	Appendix – IX (Certificates (need to be submitted on company letter head and signed by authorized signatory)	
24.	Appendix – X (Confidentiality and non-disclosure agreement, if any)	
25.	Appendix – XI (Proforma For Bank Guarantee For EMD/Contract Performance Guarantee)	
26.	Appendix – XII (Undertaking)	

Tentative List of Documents to be duly Sign, stamped, scanned and uploaded in GeM portal **Price Bid section** within the period of tender submission:

1	Format of Price Bid (For quoting the rates)	
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