



SOUTH ASIAN UNIVERSITY



# Request For Proposals on Annual Maintenance Support for Oracle PeopleSoft HCM

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**REQUEST FOR PROPOSALS**

RFP NO. ICT/RFP/1705202301

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*RETENDER*

**South Asian University**  
(a University established by SAARC nations)

[www.sau.int](http://www.sau.int)

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## 1. Data Sheet

Reference	Description
3.7	<p>Tender submissions to be made to: <i>Registrar, South Asian University, Rajpur Road, Maidan Garhi, New Delhi 110 068</i> during normal office working hours up to 3:00 PM on the proposal due date.</p> <p>For Tender Documents / Details / downloads and for any other correction / amendments / modification / extension till the last date of submission of bids, please visit website: <a href="http://www.sau.int">http:// www.sau.int</a></p>
3.3	<p><u>Clarifications:</u> Bidders may seek clarification(s) on this RFP document up to 7 days before the proposal due date specified below. Any request for clarification must be sent via electronic email (as an editable spreadsheet document attachment) to the SAU addressed to: <i>Registrar, South Asian University</i> at <a href="mailto:registrar@sau.int">registrar@sau.int</a></p>
3.5	<p>Bid Security (EMD) of Rs. 12,000/- (Rupees twelve thousand only) in the form of Account Payee Demand Draft must be submitted by Bidders.</p> <p>Bidders who have submitted EMD in response to the earlier RFP No ICT/RFP/2202202301 need not submit fresh bid security; <i>though all other bid documents need to be submitted afresh.</i></p>
3.8	<p>The proposal of the bidder shall be valid for 90 (ninety) calendar days from the Proposal Due Date.</p>
3.9	<p>The last date of submission of Proposals (Proposal Due Date) is 1 June 2023 before 3:00 pm (IST). Proposals shall be opened the same day at 3:30 pm (IST) in the presence of vendor representatives who choose to attend.</p>

## 2. Background Information

- (a) South Asian University (SAU) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Agencies/ firms (“Bidders” or “Applicants”) for undertaking Annual Maintenance Support (AMS) services for ERP implementation at SAU in accordance with the terms, conditions and requirements set forth in this RFP.
- (b) The term ERP is generally used herein for any of the Enterprise Resource Planning software solutions available in the market. It may also be used to specifically refer to the Oracle PeopleSoft HCM implementation at SAU in appropriate contexts.
- (c) The primary objective of this support engagement is to effectively minimize the risk of Post production support and their associated costs to the University. Another objective is to incorporate the new changes, like statutory or any other, as desired by the University users during the use of the applications.
- (d) The website for accessing information related to this RFP is: <http://www.sau.int> (the “SAU Website” or “University Website” or “Official Website”). [Note: From the “Home” page access the “Tenders” section to access all the uploaded documents related to this RFP.] All clarifications / corrigenda / extensions will be published only on the SAU website.
- (e) Proposals must be received not later than deadline mentioned in the Data Sheet.

## 3. Instructions to Bidders

### 3.1. General

- (a) While every effort has been made to provide comprehensive and accurate background information and requirements, Bidders must form their own conclusions about the level of support required.
- (b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the SAU on the basis of this RFP.
- (c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the SAU . The SAU may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the SAU .

### 3.2. Compliant Tenders / Completeness of Response

- (a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- (b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all supporting documentation specified in this RFP

### 3.3. Clarifications & Amendment of RFP Document

- (a) Bidders may submit queries for clarification in the following format as an editable text file via email as specified in the Data Sheet:

S.No.	RFP Reference (Clause & Page No.)	Content of RFP Requiring Clarification	Points of Clarification

- (b) Bidders may seek clarification on this RFP document no later than the date specified in the Data sheet. SAU reserves the right to not entertain any queries post that date. The bidders are requested to submit an editable text file of the queries through email to SAU as mentioned in the Data Sheet.
- (c) At any time before the submission of Proposals, SAU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by an amendment. All amendments / corrigenda will be posted only on the SAU's Official Website noted above. In order to afford the bidders a reasonable time for taking an amendment into account, or for any other reason, the SAU may at its discretion extend the Proposal Due Date.
- (d) Any corrigenda / clarifications posted on the Official Website shall be deemed to be incorporated into this RFP.

### 3.4. Right to Reject any or all Proposals

- (a) Notwithstanding anything contained in this RFP, the SAU reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (b) Without prejudice to the generality of above, the SAU reserves the right to reject any Proposal if:
- i. at any time, a material misrepresentation is made or discovered, or

- ii. the Applicant does not provide, within the time specified by the SAU, the supplemental information sought by the SAU for evaluation of the Proposal.
- (c) Misrepresentation / improper response by the bidder may lead to the disqualification of the bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking bidder gets disqualified / rejected, then the SAU reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the SAU, including annulment of the Selection Process.
- (d) SAU makes no commitments, express or implied, that this RFP process will result in a business transaction with anyone.

### 3.5. Bid security / Earnest Money Deposit (EMD)

- (a) Bid Security (EMD) is required to be submitted by each bidder (the "Bid Security") as specified in the Data Sheet.
- (b) Any proposal submitted without EMD will be summarily rejected.
- (c) EMD of all unsuccessful bidders would be refunded by SAU. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in this RFP.
- (d) The SAU will not be liable to pay any interest on bid security deposits.
- (e) The SAU will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to the SAU in regard to the RFP without prejudice to the SAU's any other right or remedy under the following conditions:
  - i. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP<sup>1</sup>;
  - ii. If a bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the bidder;
  - iii. In the case of the selected bidder, if the selected bidder fails to sign the contract or provide the Performance Security within the specified time limit, or
  - iv. If the bidder commits any breach of terms of this RFP or is found to have made a false representation to the SAU.
- (f) Bidders who have submitted EMD in response to the earlier RFP No ICT / RFP / 2202202301 need not submit fresh bid security; *though all other bid documents need to be submitted afresh.*

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<sup>1</sup> As per model RFQ of the Ministry of Finance (Guidelines Of The Ministry Of Finance, File No 24(1)/PF II/2006, Ministry Of Finance, Department Of Expenditure)

### 3.6. Span of Engagement

The period of support engagement shall initially be for one year and shall be extendable up to four more years, after the first year, for a total of five years. Renewal, each year, shall be contingent upon satisfactory performance. The contract shall be deemed to have been terminated unless explicitly extended in writing.

### 3.7. Submission of Responses

The Bidder should submit the proposals in the following three parts along with bid security in favor of South Asian University payable at New Delhi:

(a) Technical Bid

Technical part should contain all such details as mentioned in Sections 3.9 and 3.10 in support of eligibility (Also see Section 6.1 for a listing of the various forms to be submitted).

(b) Financial Bid

Financial part should contain the financial bid detailing discounts on standard rates. All admissible taxes, duties and levies etc. must be indicated **separately**. The financial quote must be in the format specified in Form 11.

(c) Earnest Money Deposit

Each bid must be accompanied by Earnest Money Deposit of the amount specified in the Data Sheet.

These three parts should be submitted in separate sealed and appropriately superscripted envelopes. Type or print clearly EMD/Technical/Financial, proposal due date and the vendor name/address on all the envelopes. All the three sealed envelopes shall be submitted in a larger envelope with vendor name and address and marked as "*Bid Documents: Request For Proposals on Annual Maintenance Support for Oracle PeopleSoft HCM*" and submitted to the Office of The Registrar, South Asian University, Rajpur Road, Maidan Garhi, New Delhi 110 068 during normal office working hours up to 3:00 PM on the proposal due date. Tenders will be opened at 3:30PM on the proposal due date in the presence of the bidder representatives who choose to attend.

### 3.8. Preparation of Proposal

- (a) The bidder shall be responsible for all costs incurred in connection with participation in this RFP process. SAU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- (b) Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The SAU will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- (c) The Proposal shall be valid for the period mentioned in the data sheet.

- (d) Power of Attorney for Authorised Representative shall be furnished as per the format available in the RFP.
- (e) Proposals are to be prepared and submitted in two parts; viz. Technical Proposal and Financial Proposal. While preparing the Technical Proposal, Coverage and emphasis shall be as per Technical Evaluation Criteria described later. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- (f) Typed proposals prepared for submission shall be signed by an Authorised Representative of the bidder who shall initial each page, in **blue ink**. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.
- (g) While preparing the Financial Proposal, bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. While submitting the Financial Proposal, the bidders shall ensure that all the costs associated with the Assignment shall be included in the Financial Proposal and must be tax exclusive. Taxes must be indicated separately. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (h) Bidders shall express the prices in Indian Rupees only.
- (i) The proposal should be submitted as per the submission forms prescribed in this RFP.

### **3.9. Submission, Receipt and Opening of Proposals**

- (a) The Proposal, in its complete form in all respects as specified in the RFP, must be submitted on or before the proposal due date.
- (b) No proposal shall be accepted after the closing time for submission of Proposals as mentioned in the Data Sheet.
- (c) The Technical bid shall be opened first on due date and time as mentioned in the Data Sheet. The time and date of opening of Financial bids of bidders qualifying Technical evaluation shall be communicated to them at a later date.
- (d) All pages of the Technical Bid/Proposal shall be numbered sequentially. The first page shall be the table of contents (as per Form 1) and the last page shall be the Page Numbering Certificate (as per Form 8). Various documents & forms required in the Technical Proposal as indicated below are to be submitted:



Forms

Form 1	Technical Proposal Index
Form 2	Power of Attorney for Authorized Representative
Form 3	Technical Proposal Submission Form
Form 4	Certificate of Financial Turnover from Chartered Accountant
Form 5	Professional Certification Details
Form 6	Format for Eligibility Experience
Form 7	Organization Details
Form 8	Page Numbering Certificate
Form 9	Bank Guarantee* of any Scheduled Bank against EMD

\*or Demand draft/Pay order or Banker's Cheque/Fixed Deposit Receipt of a Scheduled Bank – Original to be submitted before bid opening on the proposal due date.

**3.10. Proposal Evaluation****3.10.1. Initial Scrutiny**

Prior to evaluation of Proposals, SAU will determine whether each Proposal is responsive to the requirements of the RFP. The SAU may, at its sole discretion, reject any Proposal that is not responsive hereunder. Initial Bid scrutiny will be held and Proposal will be treated as non-responsive if it is :

- Not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Submitted with incomplete information or subjective / conditional / partial offers
- Submitted without the documents requested
- Non-compliant of any of the clauses stipulated in the RFP
- With lesser validity period than required in the RFP

**3.10.2. Eligibility Criteria**

After initial scrutiny, responsive bids will be evaluated against the following eligibility criteria:

S.No.	Basic Requirement	Specific Requirement	Documents Required
1.	Profitability	The bidder should have posted an average annual net profit in the last three financial years.	Form 4 (There is no need to upload entire voluminous balance sheets)
2.	Certification	Bidder should have <b>at least one</b> of the following currently valid professional certifications: ISO 9001, ISO 20000-1 , ISO 27000	Copy of valid ISO certificate
3.	Experience	The bidder should have the following experience in any education / corporate sector domain during the past five years from the Proposal Due	Copies of Work Orders with completion certificates (Form 6)

S.No.	Basic Requirement	Specific Requirement	Documents Required
		Date: (a) experience of completing at least two projects of ERP implementation; and (b) at least two running support services contracts for Oracle PeopleSoft	
4.	Legal Entity	The bidder should be a Company registered under the Companies Act, 1956 since last 5 years from Proposal Due Date.	Form 7
5.	Blacklisting	A self certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government body or Public Sector institution or be under a declaration of ineligibility for corrupt or fraudulent practices as on proposal submission date must be submitted on original letter head of the bidder with signature and stamp.	Form 3

Bids which fulfill the eligibility criteria would be technically qualified and their financial bids would be considered.

### 3.10.3. Financial Bid Evaluation

- (a) The format for submitting financial bids online is as per Form 11.
- (b) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives who choose to attend.
- (c) The Bidder, who has submitted the lowest financial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment and shall be the "successful bidder".
- (d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

- (e) The bid price will exclude all taxes and levies and shall be in INR as specified in the Financial Bid Form.
- (f) Any conditional bid would be rejected
- (g) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

### **3.11. Award of Contract**

- (a) SAU will award the Contract to the "successful bidder" whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.
- (b) The manpower to be deployed by the successful bidder should be on its rolls and should not be subcontracted to a third party.
- (c) Prior to the expiration of the validity period, SAU will notify the successful bidder by email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, SAU, may request the bidders to extend the validity period of the bid.
- (d) The notification of award & acceptance thereof by the successful bidder will constitute the formation of a contract. Upon the successful bidder's furnishing of Performance Security, SAU will notify each unsuccessful bidder and return their EMD.
- (e) The SAU is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. The SAU reserves the right to accept the tender either in full or in part. Conditional tenders will be rejected outright.

### **3.12. Performance Security / Guarantee**

- (a) Performance Security / Guarantee in the form of a Bank Guarantee as per Form 10 and equivalent to 10% of the total cost of the work awarded shall be furnished by the successful bidder within 15 days from the Notification of award.
- (b) The Performance Security must be valid until fifteen (15) months from the date of the work order.

(c) In case the selected bidder fails to submit performance guarantee within the time stipulated, the SAU at its discretion may cancel the order placed on the selected bidder without giving any notice. SAU shall invoke the performance guarantee in case the successful bidder fails to discharge their contractual obligations during the period or SAU incurs any loss due to successful bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

(d) No interest will be payable by SAU on the Performance Guarantee.

### 3.13. Fraudulent & Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. SAU will reject a proposal for award if it determines that the Bidder recommended for award has directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

### 3.14. Resolution of Disputes

All matters regarding any dispute shall be referred for arbitration to any Officer appointed by the President SAU, whose decision shall be binding and final.

## 4. Scope of Work

### 4.1. Background

SAU has implemented a subset of functionality available in Oracle Peoplesoft HCM 9.2 such as Core HR job data, Payroll & Absence Management, Employee Self Service with a bolton to handle various re-imbursements. The University is soliciting competitive proposals from proposers having suitable qualifications and experience in providing support services.

### 4.2. Support Services Required

The successful bidder is required to provide, but not limited to, re-training / handholding, system customizations, system administration, enhancements, maintenance, performance review and tuning and installation of updates where applicable.

The following is the proposed scope of support services:

S.No.	Nature of work	Description	Details
1.	Support	1+4 year ERP Support, extendable annually	To provide support to SAU helpdesk for resolving day-to-day issues faced in the normal running of the application

2.	OPTION 1: Problem resolution & development	100 person-days per year. Unused days to get carried over yearly. Additional days, if any, to be billed pro-rata.	To provide general support & maintenance of application, resolve SAU helpdesk queries / problems, develop & deploy additional / new functionality, customizations, reports, interfaces, conversions or enhancements.
3.	OPTION 2: Problem resolution & development	Onsite dedicated support	To provide general support & maintenance of application, resolve SAU helpdesk queries / problems, develop & deploy additional / new functionality, customizations, reports, interfaces, conversions or enhancements.

#### 4.2.1. Types of Support

This is only a broad outline for the general guidance & reference of the bidders to enable them to visualize the type of work contemplated and scope of work involved. If required, vendors may visit the site by prior appointment, to have a better understanding of the existing implementation.

End to end support for all modalities on the implementation at SAU. It means all kind of support such as installation system software, application; configuration; restoration in case of crashes or failures; tuning the application, DB and the OS for performance; backup and recovery, system administration of the entire ERP infrastructure at SAU is expected from the successful vendor excluding *only* the purely infrastructure hardware and network maintenance. However, OEM coordination for hardware-only issues in ERP infrastructure is expected.

Successful bidder will be providing support activities of following types:

- Training & Helpdesk support activities
- Functional support activities
- Technical support activities
- System administration support activities (**includes DBA support**)
- Support for Enhancements

tied to support levels for SAU's ERP system as mentioned below. *System administration support is expected regardless of the support level classification that may be attributed to an issue at any point of time.*

The support scope also includes review and required changes to current security matrix and permissions lists configured in the ERP system. Any changes done as part of enhancements or new Change Requests will also roll into support scope of this RFP.

Support Level*	Support Description
Level 1	Training & Helpdesk Support
Level 2	Functional Support
Level 3	Technical Support

Level 4

Enhancements / Change Requests (CR)

\*System administration support is implied for all levels

#### 4.2.2. Integration / Interfaces

Support shall also include maintenance of interface/integration with 3rd party tool from the PeopleSoft perspective. Any changes in interface/integration points shall be routed through Change Request. Any changes done as part of enhancements or change requests in interfaces/integration points will also roll into support scope post implementation.

#### 4.2.3. Classification of common support activities

- (a) Functional Support – Online (Option 1) / Onsite (Option 2) support for resolving normal user issues which could not be resolved by the SAU helpdesk. These may be related to setup, transactions, data integrity, workflows, etc.
- (b) Technical Support – Combination of Online / Onsite support (for both Options 1 & 2) for technical support issues or defects such as error correction, custom object issues, break-fix, DBA support including supervision, cloning, refreshing, tuning, etc.
- (c) Minor enhancement – Enhancements that require up to 3 person-days of effort will be part of general scope of work (and not change request).
- (d) Major enhancement – Enhancements that require more than 3 person-days of effort and are out of normal support scope will be routed through change request management process.

The above activities are indicative and do not preclude defects or issues that are not explicitly mentioned but are commonly understood to be part of support services regardless of the classification.

#### 4.2.4. Change Request Management

Scope of work for fresh development work that is out of scope of usual support activities and agreed by SAU would be handled in the following manner:

- (a) SAU would intimate the requirement via email.
- (b) Bidder will raise the Change Request through proper documentation capturing the requirement and justifying the effort estimate. SAU may reject the effort estimations and may ask for fresh/revised effort estimations.
- (c) After approval from the competent authority of SAU, Bidder will be intimated.
- (d) After completion of the work and acceptance by SAU, the approved effort is to be invoiced by the bidder at the L1 rate.

#### 4.2.5. Severity Levels & SLA Requirements

Severity	Description	Response Time	Resolution Time
S1 – Critical Problems	<ul style="list-style-type: none"> <li>Business Transactions Stoppage.</li> <li>Show-stopper</li> <li>Application breakdown / crash</li> <li>Has serious implications on running the production server</li> <li>Has impacted all business critical process. It has affected or may affect &gt;50% of the user community or any of the critical users (President / VP / Registrar / Director Finance &amp; System Administrator); e.g., Application is not functioning due to a serious application error</li> </ul>	1 hour	6 hours
S2 – Major Problems	<ul style="list-style-type: none"> <li>Serious impact on business transactions,</li> <li>Serious degradation in the application performance.</li> <li>Has impacted majority of the business process but still be able to continue the operations with the system limitations</li> <li>Or major impact on business activities has occurred and one or more critical users are unable to use the system</li> </ul>	3 hours	8 hours
S3 – Minor problems	<ul style="list-style-type: none"> <li>Service request</li> <li>Work around is available, with known problem</li> <li>Less than 10% users affected or one-off incident</li> </ul>	12 hours	48 hours
S4 – Planned enhancements / change request	<ul style="list-style-type: none"> <li>Users wish list</li> <li>Enhancements / Customizations</li> <li>Planned installations, movement, addition and changes to software and hardware inventory</li> </ul>	As per mutual agreement	As per agreed estimated effort

#### Service Level Assumptions

- Resolution time is measured from the time when the call is logged or ticket is raised to the time when the problem is resolved or workaround provided.
- SLA will not be applicable on performance attributable to network latency related issue; *however, if it should turn out that the latency / performance issue is not a network issue; then vendor is liable to be charged for any activity undertaken in this regard with external paid support/consultancy.*

#### 4.3. Document deliverables

User manuals, technical documents, data templates, etc will be updated periodically and fresh documentation will be generated as and when needed.

#### **4.4. Support model**

In OPTION 1 a combination of onsite & offsite (online) support is to be adopted. Offsite support shall be provisioned through support calls (telephonic/online) from SAU to the successful bidder. Initially 1 resource person is expected to be available onsite once every week during the first three months. Thereafter, 1 resource person once every month would have to be available onsite.

In OPTION 2 a combination of onsite & offsite (online) support is to be adopted. Offsite support shall be provisioned through support calls (telephonic/online) from SAU to the successful bidder. One functional resource person is expected to be available onsite on all working days. Other forms of support (technical / system administration / DBA etc) will be engaged by the successful bidder as per need from time to time during the currency of the engagement.

##### **4.4.1. Support timing**

Onsite support shall be available during SAU working hours (9AM to 6PM) on working days (Monday through Friday).

Offsite support shall be available for functional, technical and any other stream of support for the deployed ERP system through offsite telephonic/remote-desktop support on all working days during working hours (Monday – Friday; 9AM – 6PM) and even on Saturdays, Sundays or holidays in case of any exigency (for example in case of problems of severity 1 and 2).

#### **5. Prices, Penalties & Payment Terms**

- (a) SAU will not accept open-ended proposals.
- (b) Payments will be made after the last working day of each quarter against a proper invoice. SLA violations shall attract a minimum of Rs. 2,000 (Rupees Two Thousand Only) per affected day and will be deducted from the payment due. Invoicing is to be done for actual person-days consumed.
- (c) If successful bidder fails to rectify any defects or faults within reasonable time, SAU reserves the right to get it rectified through third party. The entire amount incurred towards rectification of such fault (configuration or otherwise) shall be deducted from amount due.
- (d) All charges quoted by the successful bidder shall be on person-day basis exclusive of all taxes and levies applicable (all applicable taxes must be mentioned separately). No escalation of prices shall be permitted on any ground for the entire period of engagement including any extensions thereof.

##### **5.1. Termination Clause**

SAU reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by SAU under the following circumstances:

- (a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- (b) The bidder goes into liquidation, voluntarily or otherwise.



- (c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- (d) If the selected bidder fails to comply with the service levels prescribed in the RFP, it will be a breach of contract. The SAU reserves its right to cancel the award of work in the event of delay and forfeit the bid security as liquidated damages for the delay.
- (e) If deductions on account of penalty exceeds more than 10% of the total contract price.
- (f) In case the selected bidder fails to deliver the required service support, SAU reserves the right to procure the same from alternate sources at the risk, cost and responsibility of the selected bidder.
- (g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, SAU reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which SAU may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- (h) SAU reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.
- (i) Undue delay and/or repeated failures to provide services as per tender document by the selected Bidder in the performance of it's contract obligations shall also render the Bidder liable to any or all of the following sanctions:
1. Forfeiture of its security deposit.
  2. Termination of the Contract for default.

## 6. Bid Forms

Forms to be filled in by the tenderers and uploaded in JPG format or PDF format within the period of bid submission:

### 6.1. Form 1 – Technical Proposal Index

**The first page** of the set of documents to be enclosed in the “Technical Proposal” shall be a *Table of Contents as given below and shall be enclosed as page – 01*. **The last page must be Form 8.**

*(add additional items if included)*

S.No.	Requirement	Documents Required	Page number of submitted proposal
1.	EMD	Demand Draft/FDR/Bank Guarantee (Form 9)	
2.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory (Form 2)	
3.	Submission Form	As per Form 3	
4.	Turnover Certificate	As per Form 4	
5.	Professional Certifications	As per Form 5	
6.	Eligibility Experience	As per Form 6	
7.	Organization Details	As per Form 7	
8.	Technical evaluation documents		
9.	...		
10.	...		
11.	Page Numbering Certificate	As per Form 8	

## 6.2. Form 2 – Power of Attorney of Authorized Signatory

(Use this format or else bidder company standard format may be used if it exists)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “Request For Proposals on Annual Maintenance Support for Oracle PeopleSoft HCM” to the South Asian University (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Signature, Name &

Designation of Authorized

Signatory]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**6.3. Form 3 – Technical Proposal Submission Form**

[Location, Date]

To

The Registrar  
 South Asian University  
 Rajpur Road, Maidan Garhi, New Delhi – 110068

Email: [registrar@sau.int](mailto:registrar@sau.int)**RFP No. ICT/RFP/1705202301 for “Request For Proposals on Annual Maintenance Support for Oracle PeopleSoft HCM.”**

Dear Sir,

With reference to your above mentioned RFP, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for the desired AMS services. The Proposal is unconditional and unqualified.

Our AMS proposal is compliant with the terms specified in the RFP document.

Our AMS proposal is backed by the following escalation matrix:

**Escalation Matrix**

Contact Name	Contact Phone	Contact E-Mail	When to contact

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that SAU will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the vendor.
2. We shall make available to SAU any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. We acknowledge the right of SAU to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against this bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SAU in connection with the selection of bidder or in connection with the selection process itself in respect of the above mentioned RFP.
6. We agree and undertake to abide by all the terms and conditions of the RFP Document.
7. The prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the last date of submission of bids.
8. We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee as specified in the above cited RFP.
9. We hereby declare that:
  - (a) We are not involved in any litigation that may have an impact of affecting or compromising the delivery of the goods or services as required under this tender.
  - (b) We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking in India.
  - (c) We undertake that the documents submitted are genuine/authentic and nothing material has been concealed therefrom and that we are not debarred by any Government organization and are competent to have the contract. We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means and/or concealment of information.
10. We have included relevant documentation in support of eligibility and technical evaluation criteria.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Bidder)

**6.4. Form 4 – Turnover Certificate**

(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANT ON THEIR LETTER HEAD)

This is to certify that M/s \_\_\_\_\_ (*Name & Address of Bidder*) are in the business of \_\_\_\_\_ for \_\_\_\_\_ completed years (considered upto 31<sup>st</sup> March of the last Financial Year). Their turnover and net profit in each Financial Year during the preceding 03 (three ) years are as given below:

Financial Year*	Total Turnover (in INR)	Turnover from services business only (in INR)	Net Profit (in INR)
2021 – 22			
2020 – 21			
2019 – 20			
<b>Average for three years</b>		<b>[indicate sum of above divided by 3]</b>	<b>[indicate sum of above divided by 3]</b>

\*In case financial data for 2022 – 23 is available same may also be provided.

It is further certified that:

(a) the above Turnover is in line with the Turnover declared by the Bidder in their Income Tax Returns filed under PAN No: \_\_\_\_\_ which are verified by us; and

(b) the computation of net profit is based on my/our scrutiny of the books of accounts, records and documents, is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Place :

Date :

M No.:

Name:

Signature:

SEAL

**6.5. Form 5 – Professional Certifications**

S.No.	Name of Certificate*	Valid up to date (dd/mm/yyyy)	Page No. of bid where copy is attached
1.	ISO 20000		
2.	ISO 9001		
3.	ISO 27000		

\*Attach a copy of the certificate to the bid documents

Authorized Signatory

Name:

Designation:

Seal:

Date:



**6.6. Form 6 – Eligibility Experience**

S. No.	Customer* (Name, Address, Contact person)	Calendar Month & Year of Work Order (MMM, YYYY)	Value of Order (INR)	Page No. of the Proof Document**	Nature of work carried out
1.					
2.					
3.					
4.					

\*Limit references to the period requested in the eligibility/evaluation criteria. References must pertain to services similar to those being solicited through this RFP. \*\*Experience must be supported by copies of work orders & Completion certificates from the client; OR Work Order + Self Certificate of Completion. In case of running contracts citation, reference letter from client; OR Work Order + Self Certificate. **SAU may seek confirmation from the cited customer.**

Signature (Name and Designation)

Official Stamp

Date:

**6.7. Form 7 – Organization Details**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S.No.	Item	Details	Page No. of the Proof Document
1.	Name, Designation and Contact Details of the Person Authorized to Make Commitments to the University		
2.	Company Registration No. (Copy of the Registration Certificate to be attached)		
3.	PAN No. (Copy of the Certificate to be attached)		
4.	GST No. (Copy of the Certificate to be attached)		

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

Signature (Name and Designation)

Official Stamp

**Date:**

**6.8. Form 8 – Page Numbering Certificate**

(To be enclosed as **last page** of Technical Proposal)

CERTIFICATE

Certified that this Technical Proposal is carrying \_\_\_\_ pages (in figures and words) and **each page is numbered**.

Date:

Sig. of the tenderer &  
With seal

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RFP No. ICT/RFP/1705202301 for “Request For Proposals on Annual Maintenance Support for Oracle PeopleSoft HCM.”

**6.9. Form 9 – Format of Bank Guarantee for Bid Security (EMD)**

(To be stamped in accordance with the stamp Act.)

To,  
South Asian University  
Rajpur Road, Maidan Garhi  
New Delhi 110068

Dear Sirs,

In accordance with your RFP No. ICT/RFP/1705202301 dated \_\_\_\_\_ (hereinafter called the "bid"), M/s. \_\_\_\_\_ having their registered / Head Office at \_\_\_\_\_ (hereinafter called the "bidder") wish to participate in the said bid for "Request For Proposals on Annual Maintenance Support for Oracle PeopleSoft HCM".

As an irrevocable Bank Guarantee against Earnest Money Deposit for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) valid upto \_\_\_\_\_ is required to be submitted by the bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the bid document.

We, (Name of the bank) \_\_\_\_\_ having our head office at \_\_\_\_\_ and local office at \_\_\_\_\_ (hereinafter called the "Bank") guarantee and undertake to pay immediately merely on first demand by South Asian University, Rajpur Road, Maidan Garhi, New Delhi 110068 (hereinafter called SAU), the amount of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_) without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person. Any such demand made by SAU, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This bank guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_.  
If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from SAU on whose behalf this guarantee is issued. Notwithstanding anything contained herein above, our liability under the guarantee shall remain in force till \_\_\_\_\_ unless a demand or claim under this guarantee is filed against us within the date of expiry, i.e., \_\_\_\_\_ all your rights under this guarantee will be forfeited and we shall be relieved and discharged from all liabilities here under.

We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

The Bank declares that it has power to issue this Guarantee and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## 6.10. Form 10 – Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act)

1. In consideration of South Asian University, New Delhi [hereinafter referred to as SAU, which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/S \_\_\_\_\_ [hereinafter referred to as 'supplier / contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with SAU a sum of Rs. \_\_\_\_\_ towards security / performance guarantee in lieu of the said supplier / contractor having agreed to furnish a bank guarantee for the said sum of Rs. \_\_\_\_\_ as required under the Terms & Conditions of contract / work order / purchase order no. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred to as the order] placed by SAU on the said supplier / contractor. We, (Name of the Bank) \_\_\_\_\_ (hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay SAU an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on the demand made by SAU on us due to a breach committed by the said supplier / contractor of the Terms & Conditions of the order.
2. We, the Bank do hereby undertake to pay the amounts due & payable under this Guarantee without any demur, merely on demand from the SAU stating that the amount claimed as due by way of loss or damage caused to or would be caused to or suffered by the SAU New Delhi, by reason of breach by the said Contractor (s) of any Terms & Conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank under this guarantee, the decision of the SAU in this count shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
3. We, the Bank undertake to pay to SAU, any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceedings pending before any court or tribunal relating there to our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.
4. We, the Bank further agree that the Performance Bank Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the SAU under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Registrar of SAU, New Delhi certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharged the Guarantee. Unless a demand or claim under the Guarantee is made on the Bank in writing on or before \_\_\_\_\_, the Bank shall be discharged from the all liability under the Guarantee thereafter.
5. We, the Bank further agree with the SAU, that the SAU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend time of

performance by the said Contractor(s) from time to time to postpone for any time or from time to time any of the powers exercisable by the SAU against the said Contractor(s) and to forbear or enforce any of the Terms & Conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Contractor(s), or any forbearance, act or omission on the part of SAU, or any indulgence by the SAU to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for the provision have effect of so relieving the Bank.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.
7. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SAU in writing.
8. Notwithstanding anything contained hereinabove the liability of the Bank in respect of this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it will remain in force till \_\_\_\_\_. Unless a demand or claim under this guarantee is made on the Bank in writing within three months from \_\_\_\_\_ we shall be discharged from all liability under this guarantee.

This Guarantee is valid \_\_\_\_\_ to \_\_\_\_\_  
 dated the \_\_\_\_\_ day of \_\_\_\_\_.  
 For \_\_\_\_\_ (indicate the Name of the Bank).

[Official Address]

Designation

[With Bank Stamp]

**6.11. Form 11 – Financial Bid**

The University shall exercise one of the following Options while awarding the work.

Item	Unit Rate (INR)	Expected Annual Quantity	Tax Exclusive Rate (INR)
OPTION 1: Person-day effort (assume 0.20 FTE* of DBA support, 0.30 FTE* of Technical support and 0.50 FTE* of Functional support)		100**	
OPTION 2: Person-day effort (assume 0.20 FTE* of DBA support, 0.30 FTE* of Technical support and 1.0 FTE* of Functional support)		One full time functional support person available onsite	

\*Full Time Equivalent

\*\*This is the approximate number of annual person days, but can increase or decrease based on actual requirements. Balance person days in a year will get carried over. Excess person days will be billed at the unit rate on actual consumption.

Applicable Tax (%) is \_\_\_\_\_

Tax inclusive person-day rate for OPTION 1 is \_\_\_\_\_ and for OPTION 2 is \_\_\_\_\_

**DECLARATION**

1. Certified that the rates quoted above are not more than the rates charged from any other Institution / Department / Organization.

2. I / We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

3. No other charges would be payable by the University.

Full Name of the Bidder: .....

Signature of the Bidder: ..... Date: .....

Official Seal