

## Office Of the Pr. Accountant General (A&E), Tripura

## प्रधान महालेखाकार का कार्यालय (लेखा एवं हक), त्रिपुरा

## अगर्जाला/Agartala, त्रिपुरा पचिम/Tripura West डाक सूचक संखा/Pin - ७९९००६/799006





दिनांक: 31/05/2024

संख्या : VLC/IT Cell /2021-24/Part 2/33709

## **E-TENDER DOCUMENT**

## For "Change Management in P-SAI"

At Office of the Pr. Accountant General (A&E), Tripura's

Note: This document contains a total of 21pages. No change in the document by the bidder is permissible. Bidders are requested to go through the tender documents in detail before submission of their bids.

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## **Bid Information Sheet**

Document description	Tender Document for "Change Management in P-SAI" at the Office of the Pr. Accountant General (A&E), Tripura, Agartala"
Tender Document No. & Date	VLC/IT Cell /2021-24/Part 2/33709 Date:31/05/2024
Bid Submission	Submission of the bid through the Central Public
	Procurement Portal (e-Procurement) of the Government of
	India
	(https://eprocure.gov.in/eprocure/app)
Last date & Time of	17/06/2024 & 03:00 PM
Submission of Bids	
Bid Opening Date& Time	18/06/2024 & 03:30 PM
Bid Validity	Six Months from the last date of submission of tender.
Name, Designation, Address,	The Deputy Accountant General (A&E)
and other details (For	Office of the Pr. Accountant General (A&E), Tripura
Submission of Response to	Po-Kunjaban
Tender Document)	Agartala, Tripura
	Pin-799006.

Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites <a href="https://eprocure.gov.in/eprocure/app.No">https://eprocure.gov.in/eprocure/app.No</a> separate notifications will be issued for such. notices/amendments/clarifications etc. in the print media or individually.

Necessary queries/consultation regarding the scope of work, if any, may be made during working days (Monday to Friday) between 02:00 to 04:00 PM under prior intimation to Sr. Accounts Officer/IT 0381-2353905.

## 1. Introduction

#### 1.1. BACKGROUND AND OBJECTIVE

- 1.1.1. The Office of the Pr. Accountant General (A&E) Tripura, Agartala under the Indian Audit and Accounts Department is a representative of the Comptroller and Auditor General of India, New Delhi, a constitutional Authority, and is entrusted with the functions relating to the maintenance of Accounts of the State Government, authorizing Pension payment and maintenance of the Provident Fund Accounts of the State Government employees of Tripura.
- 1.1.2 The **P-SAI** Application is developed in Oracle 12 C Application under the Linux platform.
- 1.1.3 The P-SAI software Application is a custom-made Application for processing the Pension Payment Authority. Now, this office intends to change management in P-SAI.

#### 1.2. DOCUMENT PURPOSE

- 1.2.1. Office of the Pr. Accountant General(A&E), Tripura, on behalf of the President of India, invites open tenders through e-procurement from reputed firms for Change management in P-SAI.
- 1.2.2. The detailed Scope of Work is provided in Section-4, Para 4.1 of this Tender Document.

## **DEFINITIONS**

#### 2. Definitions:

- "Authorized Signatory" shall indicate the authorized person/signatory who can discuss and correspond with the Purchaser, with regard to the obligations under the Contract.
- "Bid" shall mean the technical and financial bid submitted by the Bidder along with all documents /credentials/ attachments, formats, etc. in response to this tender document in accordance with the terms and conditions hereof.
- "Bidder" shall mean the firm who submitted the response in accordance with the provisions of this tender document.
- "Contract" shall mean the letter of an award against the bidder's proposal and all the attached documents listed in the tender document including all amendments/clarifications thereof.
- "Contract Price" shall mean the price payable to the Service Provider under the Work Order for the full and proper performance of its contractual obligation.
- "Goods" means all the equipment/material/services, which the Vendor is required to supply/provide to the tendering authority under the Contract.
- "Purchaser" shall mean Office of the Pr. Accountant General(A&E), Tripura.
- "Award Of Contract (AOC)/Work Order" shall mean the order placed on the Service Provider by the Purchaser under his signature or his authorized representative including all attachments and Appendices thereto and all documents incorporated by reference therein. "Services/Work" shall mean requirements defined in this Tender Document including all necessary and additional services associated thereto to be delivered by the bidder.
- "Service Provider or Vendor" shall mean the successful bidder to whom the work order for the services is awarded.
- "Selected Bidder or Successful Bidder" shall mean the eligible and substantially responsive Bidder who will be selected for the work based on bids submitted in respect of this tender document.
- "Warranty" shall mean that product/service is free from defects for the period mentioned in this document.

#### INSTRUCTIONS TO BIDDERS

#### 3.1 One Proposal per Bidder

Each bidder shall submit only one set of proposals. If a bidder submits more than one Proposal, the Proposals shall be rejected.

#### 3.2 Cost of the Proposal

The bidder shall bear all costs associated with the preparation and submission of its Proposal, presentations, travel costs incurred, etc. The purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

#### 3.3 Minimum Pre-Qualifying/Eligibility Criteria

The bidder(s) should fulfill the following Minimum Pre-Qualifying/Eligibility Criteria:

Sl. No.	Minimum Eligibility Criteria	Supporting Documents to be submitted
1.	The bidder should be registered under the Companies Act, 1956 or the respective Department of the State Govt.	Copy of Company Registration Certificate/ Certificate of Incorporation/Trade License.
2.	The bidder must be an authorized Oracle Channel Partner.	Copy of relevant certificate.
3.	The bidder shall have a valid PAN Card and GST Registration certificate.	<ul><li>(i) Copy of PAN Card.</li><li>(ii) Copy of GST registration certificate.</li></ul>
4.	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multi-lateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal.	Self-declaration certificate.
5.	Bidder(s)should have an average annual turnover of not less than ₹25 lakh each year for the preceding 3 financial years ending with March 31, 2019 (viz. FY2022-23, FY2021-22 And FY2020-21).	
6.	At least three (3) Satisfactory performance certificates regarding development/modification/maintenance of applications in <b>Oracle</b> from any Govt./semi-Govt. organization or PSU in the last 3 years.  Note: This office reserves the right to verify/confirm all original documentary evidence submitted by the Bidder in support of above-mentioned clauses of eligibility criteria.	certificate / Satisfactory performance certificate of last three

7.	Must have a minimum 5 software engineers with 3	(i) Certificate indicating the
	Years minimum experience in the rolls of the	number of employees and
	firm.	declaration with the name of
		employee, designation and
		Qualification should be submitted.
		(ii)A list of engineers whom they
		Will be able to provide this
		Office in case they are selected
		It should also be included.

#### 3.4 Desirable Qualification

- (i) The bidder should have either developed or carried out Change Management of Government Accounting software application preferably VLC / GPF/ P-SAI application.
- (ii) The bidder should have made similar changes/up-gradation work in the Oracle Platform.

#### 3.5. Procedure for Submission of Bid

In order to participate in the bidding process, bidders shall follow the procedure described below for submitting their bids. Failure to do so may result in the bid being eliminated at the examination stage as non-responsive.

The entire tendering process will be completed end to end through the e-Procurement Portal of the Central Public Procurement Portal (CPPP), Govt. of India. Bids submitted offline will not be taken into consideration at all.

Two sealed envelopes, Technical Bids and Financial bids are to be submitted separately in the following manner:

Cover-I-Technical Bid

The detailed Technical Bids as per Guidelines provided in Section 6- Annexure-A of the tender.

#### **Cover-II-Financial Bid**

The Financial bid in accordance with the prescribed BOQ in Excel format only. The BOQ format has been uploaded along with the tender.

#### 3.6. Submission of hard copy of the Supporting Documents and technical Proposal.

- (a) The bid shall be signed by the bidder or a person or persons duly authorized to enter into commitments on behalf of the bidder and contain the Office Seal of the firm/company.
- **3.7** The bidder(s) shall submit the hard copies of the documents submitted as in Cover-II& III to this office within the last date and time of submission of the bid.

#### **3.8** Validity of the Response to Tender Document

The Bidder shall submit their response to the tender document which shall remain valid up to **Six months** from the date of opening of tender ("Bid Validity").

#### 3.9 Opening of Bids and Evaluation Parameter:

Evaluation of the Proposal will be done in two stages, i.e. Technical & Financial:

- (a) The Technical Bids will be evaluated to qualify for the next stage.
- (b) The Bidders who qualify in the Technical Evaluation will be considered for opening of Financial Bids.

#### 3.10 Evaluation of Technical Bids:

(a) The Technical Evaluation Committee shall evaluate the technical bids. The bidders are expected to reply to all the queries from the Evaluation Committee during the evaluation process.

(b) The purchaser shall accept only written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

#### 3.11 Award of Contract:

- (a) The Purchaser will issue an Award of Contract (Work Order) to the successful bidder whose bid has been determined to be substantially responsive and accepted by this office.
- (b) The Award of Contract is required to be acknowledged by the awardee on the duplicate copy, duly stamped and signed by the authorized signatory. The Letter of award will constitute the formation of the Contract.

#### 3.12 PURCHASER's Right to accept any bid, reject any or all bids.

Purchaser reserves the right to accept any bid, to annul the tender process, and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Purchaser's action.

#### 3.13 Sub-Contract:

Neither the contract nor any right granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the bidder/s, and any such attempt to sell, lease, assign, or otherwise transfer shall be void and of no effect. The bidder/s shall not permit anyone other than its personnel to perform any of the work, service, or other performance required by the vendor under the contract.

#### 3.14 Canvassing:

No bid is permitted to canvass on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

## SPECIAL CONDITIONS OF CONTRACT (SCC)

## 4.1. Scope of Works:

The detailed Scope of Works are as follows:

#### ANNEXURE

Details of Change management in the P-SAI application

CT	Details of Change manageme	
SL,	Scope of Work	Requirement of Change Management in P-SAI
No.	D 16 1 0 01 01 00001	
1.	Pay Matrix from 01-01-2006 in respect of	The government of India has introduced pay
	IAS & IPS officers to be inserted in the	Matrix Level instead of Pay Band + Grad pays
	system.	w.e.f 01-01-2006. Hence, this needs to be modified
		and rectified in the system(P-SAI)
2,	Instead of pay band + Grade pay as per ROP	The government of Tripura has introduced the Pay
	– 2009. Pay Matrix level with effect from 01-	Matrix level instead of Pay Band + Grad Pay
	04-2017 is to be inserted as per ROP $-2017$	w.e.f01-10-2018. Hence, this needs to be modified
		rectified in the system(P-SAI)
3.	UGC Scale w.e.f 01-10-2017(Superannuation	The government of Tripura has introduced the
	& Family pension) to be modified.	UGC scale to college teachers and allowed
		"Academic Pay Matrix level" w.e.f01-10-2017 in
		place of Pay Band + Grade pay. Hence, this needs
		to be modified/rectified in the system(P-SAI)
4.	A normal rate of family pension in respect of	The maximum limit of family pension (normal rate
	UGC scale holders is 30% of the last pay	i.e. 30% of Basic Pay) is Rs. 56,025/- p.m. in in
	drawn subject to a maximum of Rs. 56,025/-	respect of UGC scale holders (w.e.f01-10-2017)
	which cannot be restricted in the system.	which cannot be restricted in the system.
5.	In the Special seal authority (for other circle	The Special seal authority (for other circle cases)
	cases) addresses of the other circle A.G.	addresses of the other circle A.G. Offices as well
	Offices do not appearing, instead the name of	as names of Treasuries do not appear in the SSA
	local Treasury are appearing automatically	System.
	(which has to be selected using thirds) the	
	same is to inserted in the system.	
6.	Inward SSA are not generated in the system,	Although inward SSA are generated but could not
	which is also to be generated through the	be printed.
	system.	
7.	Unmarried, widow, divorcee daughters	The package is to be modified
	disabled sons or daughters' case, and minor	
	sons or daughters all come under special	
	cases. Proper categories are to be inserted for	
	each type of case.	
8.	Another pension namely the Special pension	The government of Tripura has introduced a
	is also under the special pension category	special pension w.e.f 21-11-2018 in addition
	where no enhanced pension should appear.	family pension. The period of special pension is
	But in the system, this enhanced pension is	admissible up to his/her attending 60 years. There
	appearing which is being corrected manually.	is no scope for enhanced family pension.
	This check is inserted into the system.	
9.	The space/field fixed for DDO's names and	This is to be modified/rectified by increasing
	personal addresses as to be entered as	specific fields.
	*	1 🛕

	problems are being faced due to incomplete addresses.	
10.	As per the Notification of the Finance Department, the amount of pension should be rounded off to the nearest hundred Rupees with effect from 01-10-2018. The same does not appear in the system automatically.	Action to be taken on receipt of clarification from the Finance Department's The matter has been taken up with the Finance Department
11.	There is no scope of showing recovery from the commutation.	The same may be inserted by making a column in the CPO authority
12.	There is no provision for authorizing LTA of sup. Pension. Family pension Gratuity & commutation in the system-generated format.	This is to be inserted in the system (SAI)
13.	There is no provision for calculating the pension of permanent laborers (Spun. & Family) provision may be made for this.	Their calculation method is separate. The details are as follows.  (a) Superannuation pension- (i) Subject to minimum pension @ Rs.400/- w.e.f. 01-01-2007  (ii) Subject to maximum pension @ Rs.1300/- w.e.f. 01-01-2007  (b) Family pension- (i) Subject to minimum pension @ Rs.300/- w.e.f. 01-01-2007  (ii) Subject to maximum pension @ Rs.600/- w.e.f. 01-01-2007  & thereafter- (a) Superannuation pension- (i) Subject to minimum pension @ Rs.2500/- w.e.f. 01-01-2019  (ii) Subject to maximum pension @ Rs.3600/- w.e.f. 01-01-2019  (b) Family pension- (i) Subject to minimum pension @ Rs.1200/- w.e.f. 01-09-2020  (ii) Subject to maximum pension @ Rs.1800/- w.e.f. 01-09-2020  (ii) Subject to maximum pension @ Rs.1800/- w.e.f. 01-09-2020
14.	Scales for Tripura Judicial service is to be modified w.e.f 01-01-2006.	<ul> <li>w.e.f. 01-09-2020</li> <li>(i) The same may be inserted in the system.</li> <li>(ii) They can commute 50% of their pension and this special provision is also to be inserted in the (SAI) Package.</li> </ul>
15.	MIS Report	Generation of various Report
16.	Digital Signature in One Page Pension Payment Authority in P-SAI application	Change management is required for inserting DSC user-based for generating a One-page Pension Payment Authority from the P-SAI application.
17	Online submission of Pension proposal in P-SAI application & Process.	Making provision in the SAI-Pension system to receive the Pension application Online from the State Government & process the same for pension in P-SAI.

**4.2. Delivery Schedule:** The Vendor shall start the work within **one week** from the date of receipt of the work order and the entire work shall have to be delivered in **O/o the P A G (A&E)**, **Tripura**, installed and commissioned after the due test run within a period of **One Month** from the date of acceptance of the Work Order keeping ample scope for bug fixing, documentation, etc. No request for an enhancement in price or extension of the time schedule for the successful completion of the work or installation would be entertained.

The details of manpower to be employed/deployed in the O/o the P A G (A&E), Tripura and the man days proposed to be utilized for the project to secure completion within this time frame shall be submitted by the vendor before the commencement of work.

#### **4.3Change Management Work and Warranty**:

- (a) All work/support has to be executed by the Service Provider at the site of the purchaser.
- (b) The Service Provider shall provide a warranty for the successful operation of the upgraded system and for the smooth processing of P-Sai Package-related work after the completion of the project. The warranty MUST be for one full cycle of operation of the application including generation of the pension authorities and for a minimum of 18 months period from the issuance of the final Sign Off. The problems shall be attended to as a top priority.

#### 4.4. Maintenance

In addition to the services specified the selected bidder must integrate the system to make the system fully functional. It shall be the bidder's responsibility to locate the exact nature of the problem(s)/ fault(s) and rectify the same, if any. The bidder must also take the necessary steps to successfully connect all the systems upgraded by him. The selected bidder undertakes that all problems/bugs shall be removed by remote Support, telephonic support, email support, and if necessary, by personal visits during the period of warranty. The selected bidder shall provide the contact details like names and telephone numbers of the officials responsible for the maintenance of an upgraded system to the Purchaser.

#### 4.5. Warranty on Services

The bidder warrants that the services provided are as per the agreement between the bidder and Purchaser. This warranty on services supplied shall remain valid for the entire duration of the services agreement from the date of acceptance by the Purchaser. The provisioning of services shall be deemed incomplete if any component of the service or any related documentation is not delivered or is delivered and/but not operational or not acceptable to the Purchaser after acceptance testing/ examination.

The purchaser shall notify the bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall with all reasonable speed, re-configure or re-provision the defective services or parts thereof, without prejudice to any other rights, which Purchaser may have against the bidder under the agreement. If the bidder, having been notified, fails to remedy the defect(s)within are as an able period, the Purchaser may proceed to take such remedial action as may be necessary at the bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the bidder under the agreement.

#### 4.6. Penalty during warranty period

During the warranty period, the bidder shall respond to problems encountered in the upgraded application promptly without any delay as and when any problem is reported to the bidder and must resolve the problem in 48 hours after reporting the problem.

Manual and Documentations: The following manuals/documentation including source code etc. are to be provided to the Purchaser before claiming the release of final payment. All the manuals and original source code will be the property of the Indian Audit and Accounts

#### Department.

- (a) Updated System Manual.
- (b) Installation Manual
- (c) System Administration Manual
- (d) User Manual
- (e) Soft copy of Source Code
- **4.8 Training**: The Service Provider will provide training to the selected staff (5 to 10 personnel) of this office relating to the operation and maintenance of the upgraded system. No separate fees/charges will be provided for training.
- **4.9 Rights of the Purchaser to cancel any of the items of works:** The Purchaser reserves the right to cancel any of the items/parts of the works as mentioned in the Scope of Works depending upon the situation and requirements of this office. An appropriate deduction will be made from the payment to the Service Provider in such cases.
- **4.10 Boarding and lodging**: No traveling allowances, lodging, etc. will be provided by this office.

#### 4.11 Copyright:

Any software, hardware, data, awards, certificates, patents, etc. shall be the absolute property of the Purchaser. The vendor will transfer to the purchaser all Intellectual Property Rights in the software developed. The source code supplied to the Purchaser shall always be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### 5.1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

#### **5.2 Notices**

Any notice by one party to the other pursuant to the contract shall be sent in writing or by fax/email and confirmed in writing to the address specified for that purpose in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **5.3 Backup Support**

The vendor shall ensure an appropriate backup is available in case his engineers/ professionals deployed on the job go on leave or resign from service.

#### 5.4. Installation and Provision of Services

The bidder shall conclude the acceptance test within the project plan period, or any other extended period as mutually agreed upon, after the installation of the upgraded system, in the presence of nominated officials of the purchaser present at the site. Should the acceptance tests not conclude to the satisfaction of Purchaser as stated above in this section, the selected bidder shall repair/replace/reconfigure/re-provide the upgraded system, at his cost, the whole or any part of the system as may be necessary for the conclusion of the acceptance tests to the satisfaction of Purchaser within a further period of 15 days. Should acceptance tests still not conclude to the satisfaction of the Purchaser, the Purchaser shall have the right to reject the upgraded system in respect of which the acceptance tests are not satisfactorily concluded as provided in this section and to terminate this agreement to the extent that relates to such requirements.

#### **5.5. Incidental Services**

The selected bidder may be required to provide any or all the following services without accruing any payment/charge:

- (a) Re-testing of the application, if required.
- (b) Other incidental/occasional work during system up-gradation/ implementation/ warranty period.

#### 5.6 No Claim Certificate

The vendor shall not be entitled to make any claim whatsoever against Purchaser under or by virtue of or arising out of this contract, nor shall Purchaser entertain or consider any such claim, if made by the vendor after he has signed a "No Claim" certificate in favor of Purchaser in such form as shall be required by Purchaser after the works are finally accepted.

#### 5.7 Technology Transfer

The vendor shall be responsible for ensuring a proper handover of the system and required technical details/technology to the Purchaser or its authorized representative(s).

#### **5.8 Confidentiality**

The vendor understands and agrees that all materials and information marked and identified by the Purchaser as 'Confidential' are valuable assets of the Purchaser and are to be considered the Purchaser's proprietary information and property. Nothing contained in this contract shall limit the vendor from providing similar services to any third parties or reusing the skills, know-how, and experience gained by its employees in providing the services contemplated under this contract.

#### 5.9. Payment Terms:

- (a) No advance payment or payment for the period of technical study/requirement analysis shall be considered.
- (b) 100% payment will be made on completion of the project and final acceptance by this office including test run as well as successful running of the software and after handing over the documentation relating to the work.
- (c) Invoice in triplicate duly receipted by the vendor is to be submitted for making necessary payment.
- (d) The payment will be made through e-payment. The vendor has to submit the filled-in ECS Mandate form at the time of submission of the invoice.

#### 5.10 Deduction

Payments, as envisaged in section **5.9** shall be subject to deductions towards any tax (such as tax deducted at source) or duty of any amount, for which the bidder is liable as per law under the agreement against this tender.

#### **5.12 Signing of Formal Contract:**

- (a) The vendor has to sign a formal **Contract Agreement** with the purchaser within 21 days from the date of issue of the Letter of Acceptance if required.
- (b) Non-fulfillment of the condition of executing a Contract Agreement by the Vendor, if sought for, would constitute sufficient grounds for annulment of the award and forfeiture of Earnest Money Deposit.

#### **5.13.** Penalty for delay in Completion of Work:

- (a) The time schedule for completion of work, installation, etc. is to be strictly adhered to for implementation of the project, as time is the essence of the contract.
- (b) Any unjustified and unacceptable delay in completion of the work beyond the delivery schedule as mentioned in Section-4, para 4.2 of the tender shall render the Vendor liable to pay for liquidated damages at the rate of 1.5% (one and a half percent) of the total value of the work order per week subject to a maximum of five weeks which will be recovered from the final bill to be paid.
- (c) Regarding whether the delay in completion of the work has taken place on account of reasons attributable to the vendor or not, the decision of the Purchaser shall be final.

#### 5.14 Force Majeure:

During Force Majeure i.e. Acts of God, war, floods, riot, earthquake, general strike, lockouts, epidemics, or civil commotions, the vendor shall inform the Purchaser immediately and provide their best possible service in given circumstances, and resume services as soon as possible after force majeure ceases.

#### 5.15 Cancellation of Contract

The Purchaser reserves the right to cancel the contract of the vendor and suitable legal action may be undertaken by the Purchaser as deemed appropriate in the following circumstances:

- (a) The vendor has made misleading or false presentations in the forms, statements, and attachments submitted as proof of the eligibility requirements.
- (b) The vendor commits a breach of any of the terms and conditions of the bid/contract.
- (c) The vendor goes into liquidation voluntarily or otherwise during the execution of a contract.
- (d) The progress regarding the execution of the contract made by the vendor is found to be unsatisfactory.

(e) The vendor is found competent to carry out the work as per the requirement of this office.

#### **5.16 Termination for Default:**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or in part if the vendor fails to deliver any or all the services within the time period specified in the contract, or any extension thereof granted by Purchaser, or if the vendor fails to perform any other obligation(s) under the contract. In the event Purchaser terminates the contract in whole or in part, pursuant to this clause, Purchaser may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the vendor shall be liable to Purchaser for any excess costs for such similar services. However, the vendor shall continue the performance of the contract to the extent not terminated.

#### 5.17 Jurisdiction of courts in case of dispute

These terms and conditions and this contract are governed by the laws of India for the time being in force. Irrespective of the place of delivery, the place of performance, or the place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of the bid has been received, i.e., Agartala. The courts of Tripura shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions/contract.

#### 5.18 Arbitration

In the event of any dispute or differences between the Service Provider or Vendor and the Purchaser whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in any manner

- (a) The construction or interpretation of terms and conditions of this contract
- (b) The respective rights and liabilities of the parties here to there under
- (c) Any matter or thing out of Orin relation to or in connection with these terms and conditions neither party shall give written notice to the other of the same, and such dispute or difference shall be and hereby referred to the arbitration of such person as the office of the Pr. Accountant General (A&E), Tripura, may nominate and the decision of such arbitrator shall be conclusive and binding on the parties hereto. The provisions of the Arbitration and Conciliation Act of 1996 shall apply.

# Section-6 ANNEXURES AND FORMATS

#### Annexure-A

#### **Guidelines for Technical Bid**

Technical Bids should comprise the following:

- 1) The technical bid should contain a detailed description of how the bidder will provide the required services outlined in this tender. It should articulate in detail how the bidder's technical solution meets the requirements specified in the tender. The technical bid must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.
- 2) Proposals must be direct, concise, and complete. All information not directly relevant to this tender should be omitted. The purchaser will evaluate the bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender.
- 3) The bidder must address the following in their project implementation strategy:
  - (a) A detailed project schedule and milestone chart.
  - (b) Project management plan which includes:
    - (i) Team composition and tasks assigned to them.
    - (ii) Implementation methodology and plan to include.
      - Roll-out plan.
      - Acceptance testing plan
      - Data backup plan
    - (iii) Training plan

## **Annexure-B**

## **Minimum Pre-Qualifying/Eligibility Criteria**

Sl No.	Minimum Eligibility Criteria	Supporting Documents to be Submitted
1.	The bidder should be registered under the Companies Act,1956 or the respective Department of the State Govt.	Copy of Company Registration Certificate/ Certificate of Incorporation/Trade License.
2.	The bidder must be an authorized Oracle Channel Partner.	Copy of relevant certificate.
3.	The bidder shall have a valid PAN Card and GST Registration certificate.	<ul><li>(i) Copy of PAN Card.</li><li>(ii) Copy of GST registration certificate.</li></ul>
5.	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as of the date of Submission of the proposal.	Self-declaration certificate.
6.	Bidder (s) should have an average annual turnover of not less than ₹ 25 lakh each year for the preceding 3 financial years ending with March 31, 2013 (viz. FY 2022-23, FY 2021-22, and FY 2020-21).	Copy of audited Balance Sheets as proof of Turnover.
7.	At least three (3) Satisfactory performance certificates regarding the development/modification/maintenance of applications in <b>Oracle</b> from any Govt./Semi Govt. organization or PSU in the last 3 years.  Note: This office reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of the above-mentioned clause so eligibility criteria.	Copies of relevant experience certificate / Satisfactory performance certificate of last three years.
8.	Must have a minimum of 5 software engineers with 3 years minimum experience on the rolls of the firm.	(i) A certificate indicating the number of employees and a declaration with the name of the employee, designation, and qualification should be submitted.  (ii) A list of engineers whom they will be able to provide to this office in case they are selected should also be included.

Place Date:

Authorized Signatory (For and on behalf of the Bidder with Office Seal)

## **Annexure-C**

## **CONTACT DETAILS**

1	Name of the Bidder/Firm/Company
2	Name of the contact person
3	The mobile/telephone number of the contact person as above.
4	Full Postal address for communication
5	E-mail address for communication

D1	ace:	
М	ace:	

Date:

Authorized Signatory (For and on behalf of the Bidder with Office Seal)

#### FORMAT-I

#### (Bid Application Form)

(The Bid Application Form should be on the Letter Head of the Bidding Company)

Date:	
Reference No:	
From:	(Insert name and address of Bidding Company)
Tel.#:	
Fax#:	
E-mail address#	
То	
The Deputy Accountant General(Ac	&E),
Office of the Pr. Accountant General (	(A&E), Tripura
Kunjaban, Agartala	
Pin-799006	
Sub: Response to Tender No	dated for change management of P-SAI Application.
Dear Sir,	
We, the undersigned	
[insert name of the 'Bidder'] havin	g read, examined, and understood in detail, the tender
document, hereby submit our respons	se to the tender document in connection with the Change
Management of P-SAI Application.	

#### CERTIFICATEANDDECLARATION

- (a) We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proof. In case you require any further information/ documentary proof in this regard during the evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- (b) We confirm that in response to the aforesaid tender document, we have not submitted more than one response to the tender document including this response.
- (c) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged/tampered document(s) are produced with a tender form for gaining unlawful advantage. We understand that the Purchaser is authorized to make inquiries to establish the facts claimed and obtain confidential reports from clients.
- (d) In case it is established that any information provided by us is false/misleading or in the circumstances where it is found that we have made any wrong claims, the Purchaser is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
- (e) I/We assure the <u>Purchaser</u> that neither I/We nor any of my /our workers, will do any act which is improper/illegal and will indulge in any such acts during the execution in case the tender is awarded to us.
- (f) I/We assure the <u>Purchaser</u> that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
- (g) Our Firm/Company/Agency is not blacklisted or banned by any Govt. Department, PSU,

University, Autonomous Institute, or any other Govt. Organization.

- (h) I/We certify that I have understood all the terms& conditions, as indicated in the inquiry of the tender document, and hereby give our unconditional acceptance of the same.
- (i) I/We, further certify that I/We possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the competent authority for providing the requisite services.

Yours faithfully,

(Name, Designation, and Signature of Authorized Person with Office Seal)