

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E),
CHHATTISGARH, RAIPUR 492005.

REQUEST FOR PROPOSAL (RFP)

for

Technical Up-gradation of MIS Package from Oracle 9i to Oracle 11g

IMPORTANT NOTICE

Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. The response to this tender **MUST** be **FULL** and **COMPLETE** in all respects. The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired. This office shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

NOTICE INVITING TENDER

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E),
CHHATTISGARH, RAIPUR 492005

1. The office of the Principal Accountant General (A&E) invites bids for technical Up-gradation of MIS (Management Information System) Package by migrating from Oracle 9i platform to oracle 11g platform. MIS package, is presently running in Oracle 9i with Microsoft Windows 2003 Server (32 bit). This office intends to upgrade the existing software to 3tier architecture on Oracle 11g with Linux (Red Hat 6.9) Operating system.
2. Non-transferable tender/bid document containing conditions of eligibility/prequalification, detailed scope of work, etc. can be downloaded from CPP Portal and our official website <https://cag.gov.in/ae/chhattisgarh/en>.

3.. Bidder profile & Technical competence (Eligibility Criteria):

I. Essential

- a) The bidder must be a registered entity with minimum of 3 years of existence in India and **must** be an Oracle Channel Partner.
- b) Must possess ISO 9001:2000 certification or latest ISO certification.
- c) Must have at least 02 Oracle certified professionals on its roll with 3 years' experience and sufficient Manpower to handle similar assignments.

II. Desirable

Should have either developed Government Accounting software application using oracle database/VLC module or carried out Change Management therein in any Government Department.

For details the bidders may go through the Bid Documents attached.

BID DOCUMENT

Check List

1. The Technical Bid (Eligibility Criteria) and criteria in Bidding Sheet (Technical) (as annexed) should be placed in one sealed Envelope I superscribing 'Technical Bid for Technical upgradation of MIS package. Please ensure that all the documents are enclosed.

2. All bids must be accompanied by a bid security of Rs. 6000/- (Rupees Six thousand only) in the form of bank draft payable by Bank draft / banker's Pay Order in favour of "The Pay and Accounts Officer, Office of the Principal Accountant General(A&E), Chhattisgarh, Raipur 492005" or in the form of bank guarantee from any Nationalized/Scheduled/Commercial bank and should be submitted in the Sealed Technical Bid envelope. The bids without Bid security or with incomplete information would be summarily rejected. It should be valid for 90 days beyond the final bid validity period. However, Bidders who are eligible to be exempted from depositing EMD according to Rule-170(i) of GFRs, 2017 should submit scanned documentary proof of exemption thereof along with technical bid online through CPP portal. Besides, they have to send an attested hardcopy of the same valid exemption certificate(s) by Speed Post or Registered Post along with technical Bid to 'Sr. Deputy Accountant General(Admin., Pension and Funds), Office of the Principal Accountant General(A&E), Chhattisgarh, Raipur 492005' on or before dates i.e. closure time for uploading of the bids.

3. The '**Financial Bid**' as per bidding sheet (Financial) (as annexed) should be placed separately in the Sealed **Envelope II** duly superscribing '**Financial Bid for Technical upgradation of MIS package**'.

4. Separate Technical and Financial bids in the prescribed formats in sealed envelopes should be put in a single cover which should be superscribed as 'Tender documents for Technical upgradation of MIS package' and submit the same personally or through post/courier along with required documents to the 'Sr. Deputy Accountant General (Administration, Pension & Funds), Office of the Principal Accountant General(A&E), Chhattisgarh, Raipur, Pin 492005' so as to reach on or before 13.06.2022 upto 4.00 pm. Technical bid will be opened first and after the acceptance of technical bid by this office, the financial bids of the qualified vendor will be opened. For further enquiries please contact Sr. Accounts Officer/VLC Server/Funds, Phone 0771-2281451 Extension-386.

While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

5. It should be ensured that requirement(s) of all relevant sections and sub-sections of the tender documents have been complied with.

TENDER DOCUMENT

Tender documents contain the following:

1. BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

1.1. Introduction

Management Information System (MIS) package was developed for GPF funds wing to monitor GPF work on server-client architecture.

1.2. Background of the Project

The package is at present running in Oracle 9i with Microsoft Windows 2003 server. The software was developed using application Forms and Reports as front end. Clients are Windows based.

2. SCOPE OF WORK

2.1. Forms and Reports

The approximate number of Forms, Reports, Menus and PLL in the package which is to be migrated to oracle 11g is mentioned below:

| Sl. No | Particulars | Count |
|---------------|---|--------------|
| 01 | Forms | 121 |
| 02 | Menus | 01 |
| 03 | PLL | 02 |
| 04 | Reports | 237 |
| 05 | Corrections in existing Forms/Reports | 25 |
| 06 | Any additional Forms/Reports as per requirement felt by this office | |

In addition to the above, a purchaser reserves the right at the time of award of contract to increase or decrease scope of work on mutual understanding. The bidders are advised to have a fair view, by site visits to this office and discussion with officers / Officials concerned with the MIS Project before quoting.

2.2. Software Migration requirements

This office wishes to upgrade the existing software to 3tier architecture on Oracle 11g with Linux (Red Hat latest 6.9). The technical up- gradation support as specified will be required in this office. The existing system will continue to function till the proposed upgraded system is completed in all respect and it shall be ensured that user interface i.e., look and feel and user operations at front end and output including printing formats remain the same.

I. The work will be awarded on turnkey basis except for hardware, operating system, Oracle 11g licenses, front- end development tool and networking part that already exists.

II. The existing system will continue to function till upgraded system is tested and accepted by the user office. The requirements and arrangements for testing of MIS package, post migration, in new servers need to be discussed, decided and provided as part of the migration.

III. The successful bidder shall collect the copy of MIS package source code from the office and plan its conversion including conversion of Forms, Reports, etc. as stated in paragraph 2.1 on-site (in the office premises). In case the service provider finds that it is not technically feasible to convert any forms / report, it will have to be developed afresh by the service provider within the timeframe and impact quoted for up- gradation. No additional payment will be made on this behalf.

IV. Configuration of up-graded MIS application and Database migration from Oracle 9i to Oracle 11g. The successful bidder shall carry out migration of database to existing database servers including migration of forms & reports on application servers and backup server.

V. The successful bidder shall undertake and complete fine tuning of the database including archiving of database.

VI. The successful bidder shall be responsible for testing and verification of forms / reports/records generated with reference to previous data before handing over the migrated application to user for testing. The Service Provider will generate and validate all the reports / records through automated tool (s) in the presence of Core Group and matching the data / reports will be duty of the staff deployed on the job by the Head of office/Group Officer.

VII. The successful bidder shall verify whether existing infrastructure like server(s), switches, UPS points, cables, etc. for connectivity to servers / back up media are sufficient and advise the additions/ improvements required to Head of Department/Group Officer/Core Group to make provision before commencement of testing.

VIII. The backups shall be provided as per the backup policy of the department.

IX. The successful bidder shall update and prepare the User manual and System documentation, Entity relationship diagram, as may be required.

X. The successful bidder shall carry out any ancillary work during up-gradation of system and transfer technology to the core group members.

XI. The successful bidder shall provide necessary training to the core group on all the processes, including DBA.

XII. The price quoted should include two month's onsite support after final sign off for bug fixing, fine tuning and on the job training to core group members and to provide help to staff to become self-reliant to run the system.

XIII. It should be ensured that after final migration of data for live run, the office is sufficiently advised and assisted on taking data backup for proper storage and retrieval as per back up policy of the department.

2.3. Database and configuration of MIS package with GPF package for data porting

Database needs to be migrated from Oracle 9i to Oracle 11g and configuration of MIS package with GPF package for data porting. A process has to be developed between MIS database and GPF database for transfer of data across two software's. Preparation of new forms/reports after data process as per requirement. The existing GPF package is running in Oracle 11g with LINUX RED HAT 6.9 Operating System (3 tier architecture). To streamline compatibility with clients with latest operating systems of Windows 10 and above.

2.4. Scope of Work for Production Server (Database and Application Server) and Backup Server

The scope of work shall include the following:

2.4.1. Configuration of MIS application

2.4.2. Configuration of the back-up server for taking regular back-up as per back-up policy of the department.

2.4.3 Any other consequential work considered necessary for smooth migration from existing system to oracle 11g.

2.5 Deliverables.

- a. Project Plan
- b. Check List for temporary site for testing
- c. Updated System Manual (Updated from existing one/or written afresh) .
- d. Installation Manual
- e. System Administration Manual
- f. User Manual

- g. Data Archival Strategy & Procedure
- h. Backup and recovery procedure suiting to our Backup Policy
- i. Security Plan
- j. Test Plan, documentation of the test results and Review reports after bug fixing and fine tuning, if any.
- k. Source Code
- l. Training
- m. Implementation/Warranty support.

3. TIME SCHEDULE OF THE PROJECT

The work should be completed within a time frame of 3 months from the date of commencement. The details of manpower to be employed 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.

- a) **All work will have to be done in working days i.e. Monday to Friday during office hours 9.30 AM to 6.00 PM.**
- b) **All the work of Data Migration will have to be done in the Office campus. Database will not be allowed to be made available outside the office through internet or other means/devices.**

Extension of time frame shall be considered on mutual consent basis and on genuine grounds. However, no extra payment shall be made for the extended period.

4. PROCEDURE FOR SUBMISSION OF BIDS

In order to participate in the bidding process, bidders should 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.

4.1. Submit sealed envelopes containing Technical bid and Financial bid *separately* in the following manner:

4.1.1. Envelope I – Technical Bid —

- a) Each of Technical Bid (Eligibility Criteria) (as annexed) having period of validity of offer for **90(ninety) days** from the last date of opening of Financial Bid along with all information requested by Purchaser as mentioned in **4.2** along with documents mentioned therein.
- b) The envelope containing the Technical Bid should be superscribed as below:

“Technical Bid for Technical upgradation of MIS package”

LAST DATE OF SUBMISSION: 13.06.2022 upto 4.00 pm.

4.1.2. Envelope II---Financial Bid.

The financial bid shall be submitted only in hard copies

a) The Financial Bid (as annexed) should be a complete document, bound as a volume and placed in separate sealed envelope. It shall be certified that the rates quoted in the financial bid shall remain firm/valid for a period of **90 (ninety) days** from the date of opening of the financial bid.

b) The envelope containing the Financial Bid should be superscribed as below:

“ Financial Bid for Technical upgradation of MIS package”

LAST DATE OF SUBMISSION: 13.06.2022 upto 4 pm.

The two separate envelopes containing Technical and Financial Bids mentioned above should be enclosed in a common envelope (Third envelope) and submitted to the PURCHASER at the address mentioned in check list. Both the bids should be in the formats (as annexed).

4.1.3. Amendment of Tender/bid document

At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder(s), modify the tender document by an amendment.

4.2. Documents comprising the bid

The bids prepared by the Bidder(s) shall comprise of the following components:

A. Technical bid as per criteria specified below to be submitted along with the following:

1. A letter on the bidder's letter head:

- a) Containing a detailed description of the technical competence and experience of the bidder and personnel to be deployed for the project.
- b) Certifying Period of validity of bids is 90 days from the last date of opening of financial bid.

2. The corporate profile of the bidder (printed corporate brochure is preferred).

3. Quality certification, company profile and other documents required to establish fulfillment of criterion on technical parameters should be accompanied with the technical bid *in seriatum*.

4. Latest audited annual financial results (Balance Sheet and Profit & Loss Statement) of the bidder for the last 3 years.

5. All bids must be accompanied by a bid security of Rs 6000/- (Rs. Six thousand only) in the form of a bank draft\Bankers Pay Order in favour of "The Pay and Accounts Officer, Office of the Principal Accountant General (A&E), Chhattisgarh Raipur" or in the form of bank guarantee from any Nationalized / Scheduled Bank/commercial bank should be put in financial bid envelope. It should be valid for 90 days beyond the final bid validity period

6. The bid security should be placed in the Technical bid 'Original'.

7. Person signing the bid shall bind the bidder as the 'Constituted Authority of the company'

B. Financial Bid as annexed should be submitted along with technical bid.

All documentation is required to be in English.

4.3. Last date of Receipt of Bids

Bids must be received by the Purchaser at the address specified not later than the time and date specified in section 4.1. Purchaser may, at their discretion, extend the last date for the receipt of bids by amending the tender document in accordance with section 4.1.3, in which case all rights and obligation of Purchaser and bidders previously subject to the last date will thereafter be subject to the last date as extended. Any bid received by the Purchaser by post after the last date and time for receipt of bids prescribed by the Purchaser will be rejected. Bids received by electronic media like fax / email will not be considered.

4.4. Withdrawal of Bids

The bidder may withdraw his bid after the submission of bids, provided that written notice of the withdrawal is received by the Purchaser prior to the last date prescribed for receipt of bids.

4.5. Forfeiture of Bid Security

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval shall result in forfeiture of the bidder's bid security.

4.6. Address for correspondence

4.6.1. Bidder

The bidder shall designate the official mailing address, place, telephone number, fax number and email address to which all correspondence shall be sent by the Purchaser.

4.6.2. Purchaser

Principal Accountant General

Office of the Principal Accountant General (A&E), Chhattisgarh
Raipur – 492005.

Phone: 0771-2285954

Email: agchattisgarh@cag.gov.in, agaechhattisgarh@cag.gov.in

Fax 0771-2282607

Purchaser shall not be responsible for non receipt of any communication sent by the Bidder.

4.6.3. Preliminary Examination

Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity. Purchaser may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

4.6.4. Criteria for award of Contract

In addition to the technical competence, Purchaser will determine to their satisfaction whether the bidder(s) selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Purchaser shall be final in such cases. Purchaser will review the financial bids of only those bids found technically suitable.

Bids that are not substantially responsive are liable to be disqualified at the Purchaser's discretion. Purchaser reserves the right to reject any bid without assigning any reason.

4.6.5. PURCHASER's Right to accept or reject any or all bids

a) Purchaser reserves the right to accept any bid, and to annul the tender process and reject all 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 bidder or bidders of the grounds for the Purchaser's action.

b) Binding:

This office does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in summary rejection of their tenders.

4.6.6. Notification of Award

Prior to the expiration of the period of bid validity, Purchaser will notify the successful bidder in writing by registered letter or by email or fax, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post/fax/email. The notification of award will constitute the formation of the contract. Upon the furnishing of performance bank guarantee by the successful bidder pursuant to section 5.31, Purchaser will promptly notify each unsuccessful bidder.

4.6.7. Signing of Contract

At the same time as the PURCHASER notifies the successful bidder that his bid has been accepted, Purchaser will send the bidder the contract form as per section 5.33 provided in the tender document, incorporating all agreements between the parties. On receipt of the contract form, the successful bidder shall sign and date the contract form and return it to Purchaser as per mutually decided date and time. The cost of contract form and other ancillary charges shall be borne by the successful bidder/bidder(s).

4.6.8. Boarding and lodging

The lodging/boarding, food, cost of travel expenses etc. will be arranged/borne by the vendor.

5. GENERAL CONDITIONS OF CONTRACT

5.1. Performance bank guarantee

Within Seven (7) days after the receipt of notification of award of the contract from the Purchaser, the successful bidder shall furnish performance guarantee to the Purchaser

(template given in 5.31), which shall be 10% of the contract value in the form of a bank guarantee bond from a nationalized/scheduled bank as per the norms laid by the RBI. The performance guarantee shall be valid for a period of 24 months from the date of completion of the project. The successful bidder shall renew the bank guarantee to ensure its validity up to the end of this period.

5.2. Installation and provision of Services

The bidder shall be responsible for suggesting the requirements like switches, UPS points, connectivity, etc. required and final testing/installation/ provisioning of services and making them fully operational. This will be evidenced by a certificate of acceptance duly signed and/or countersigned by representatives of Purchaser. At the direction of the Purchaser, the acceptance test of the system shall be conducted by the selected bidder in the presence of the purchaser and / or authorized officials and/ or any other team or agency nominated by the Purchaser. 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 and migration of data, in the presence of nominated officials of the purchaser present at 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 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 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 contract to the extent that relates to such requirements.

5.3. Incidental Services

The selected bidder may be required to provide any or all of the following services:

- a) Re-testing of servers, installation/reinstallation of operating system, if required
- b) Inspect and suggest at the commencement of work efficacy of connectivity requirements like switches, UPS, cable, etc. in the server room or place of testing, final installation of servers, partitioning and tuning of servers if required, backup system, testing/restoration of backup, etc.
- c) Other incidental/occasional work during system up-gradation/implementation/warranty period.

5.4. Delivery and Documents

Delivery of the upgraded system and associated documents shall be made by the selected bidder in accordance with the terms specified by the Purchaser in their notification of award of work.

5.5. Maintenance

In addition to the services specified the selected bidder must integrate the system to make the system fully functional. It shall be 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 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. However, no payment shall be made by the Purchaser for this. The selected bidder shall provide the contact details like names and telephone numbers of the officials responsible for maintenance of upgraded system to the Purchaser.

5.6. Warranty

The Service Provider shall submit a warranty for successful operation of the upgraded system for smooth functioning of all MIS related work after completion of the project. The warranty MUST be for 18 months from the date of completion of the work. The problems shall be attended on top priority as specified in subsection 5.5 above.

5.7. Warranty on Services

The bidder warrants that the services provided under the contract 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 contract 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.

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 the Purchaser may have against the bidder under the contract. If the bidder, having been notified, fails to remedy the defect(s) within a reasonable 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 the Purchaser may have against the bidder under the contract.

5.8. Payment Terms

No payment towards the contract shall accrue until after the completion of entire work.

5.9. Payment schedule

Purchaser shall make payment as per agreement as under:

90% payment would be made after completion of entire work including testing and successful running of the software and after handing over the documents. The balance 10% payment would be made after expiry of the period of warranty. Taxes would be deducted at source wherever applicable.

5.10. Change Orders

Purchaser may at any time, by a written order or notice given to the bidder pursuant to Section 5.17, make any changes within the general scope of the contract during the contract period. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted and got approved by the Purchaser within thirty days from the date of the bidder's receipt of the Purchaser's change order.

5.11. Contract Amendment

Subject to section 5.10, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

5.12. Assignment

The bidder shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or person, except with the Purchaser's prior written consent. The permission, if any of the Purchaser has to be taken before award of the contract.

5.13. Sub Contract

The successful bidder shall NOT subcontract all or any item/portion of the awarded work without written concurrence of the Purchaser. Such subcontracting, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. Purchaser shall have the right to direct the bidder to demonstrate the capacity/capability of the sub-contractor to provide the service sub-contracted to the desired specifications/requirements. If in the opinion of the purchaser the sub contractor's

capacity to provide such services has not been satisfactorily demonstrated, the purchaser shall have the right to direct the bidder to change the sub-contractor.

5.14. Delays in the Bidder's performance

Installation of the data base and application software and performance of service shall be made by the bidder in accordance with the time schedule specified by the Purchaser as agreed upon in terms of Section 3 of the Tender Document. Any unexcused delay on the part of the bidder in the performance of delivery obligations shall render the bidder liable to forfeiture of performance bank guarantee and imposition of liquidated damages, and/or termination of the contract for default.

If at any time during performance of the contract, the bidder should encounter conditions impeding timely installation of the data base and application software and performance of services, the bidder shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s), before the scheduled delivery or provisioning date. Purchaser shall evaluate the situation after receipt of the bidders' notice and may at their discretion extend the bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the installation of database and application software and performance of services is not found acceptable to the Purchaser, the clause mentioned herein would be invoked.

5.15. Liquidated Damages and Penalty for deficiency in performance

If the bidder fails to provision/deliver any or all of the services within the time period(s) specified in the contract, Purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, @ 1.5% per week of tender amount subject to maximum of 5 weeks and thereafter this office holds the option for cancellation of order for the pending work. Performance of services shall be within the norms specified in the Agreement forming a part of the contract.

5.16. Termination for Default

Purchaser may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or in part, if the bidder fails to deliver any or all the services within the time period specified in the contract, or any extension thereof granted by the Purchaser or if the bidder fails to perform any other obligation(s) under the contract. In the event the 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 bidder shall be liable to the Purchaser for any excess costs for such similar services. However, the bidder shall continue performance of the contract to the extent not terminated.

5.17. 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.

5.18. Back up support

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

5.19. Source Code

In case the bidder's support professional develops a module/does change management within the scope of work or otherwise as change management, the source code will be property of the Principal Accountant General (A&E), Chhattisgarh, Raipur and the Indian Audit & Accounts Department.

5.20. Prices

The prices quoted for the components of services and optional services shall be firm throughout the period of contract and shall not be subject to any escalation.

5.21. Deduction

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

5.22. Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties, etc. The bidder shall clearly mention if the charges quoted are inclusive of Service Tax or it will be charged extra.

5.23. No Claim Certificate

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

5.24. Satisfactory Performance

The bidder shall, notwithstanding anything Stated in section 5.1, 5.2 & 5.6, ensure satisfactory performance of complete upgraded system to the specifications in the contract.

5.25. Manuals, Data and Information

Complete information relating to installation, maintenance, backup, archiving, etc. should be supplied by the bidder as per the industry standards / best practices.

5.26. Technology Transfer

The bidder shall be responsible for ensuring a proper handover of system and required technical details/technology to the Purchaser or its authorized representative(s). The bidder shall at his own cost facilitate a smooth transition of services from the Oracle 9i to oracle 11g platform / set up as required by the Purchaser.

5.27. Limitation of Liability

Bidder's cumulative liability for its obligations under the contract shall not exceed the Contract value and the bidder shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

5.28. Confidentiality

Bidder 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 bidder from providing similar services to any third parties or reusing the skills, knowhow and experience gained by the employees in providing the services contemplated under this contract.

5.29. Legal Jurisdiction

For any dispute or legal matters arising out of or in relation to this agreement, the jurisdiction shall be Raipur only.

5.30. Bid Letter Template

Date: dd/mm/yyyy

To

Shri M.S.Daharia

Sr. Deputy Accountant General (Administration, Pension & Funds)

Office of the Principal Accountant General (A&E), Chhattisgarh

Raipur - 492005.

Reference: Tender No.

Dated:

Sir,

We declare that we are Oracle partners and fulfill the other criterion specified in the Bid Document. We hereby offer to provide the services at the prices and rates mentioned in the attached financial bid. We do hereby undertake that, in the event of acceptance of our bid, the commencement of services shall be made as per the requirements. We affirm that the prices quoted are inclusive of all duties, taxes and levies. The service tax is inclusive/will be charged extra at the rate _____. (Please strike out whatever not applicable).

2. We enclose herewith the complete Technical Bid and Financial Bid as required by you.

This includes:

1. Bid particulars
2. This bid letter
3. Technical details of services offered
4. Warranty
5. Maintenance and service resource/infrastructure facilities.

3. We agree to abide by our offer for a period of 90 days from the date of opening of the technical bid prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

4. We hereby certify that the Bidder is a company and the person signing the tender is the constituted attorney. Bid Security in the form of a Bank Guarantee issued by _____ (bank), valid till _____ (dd/mm/yyyy), for an amount of Rupeesonly is enclosed in the cover containing 'Technical Bid'. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with return acceptance and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date_____

Name_____

Designation_____

Address_____

Telephone_____

Fax_____

Email address_____

Details of enclosures

- 1.
- 2.
- 3.
- 4.
- 5.

5.31. Pro-forma for Bank Guarantee for Contract – Performance bank guarantee

Reference No. _____ Date _____

Bank Guarantee No.

To,
The Principal Accountant General
Office of the Principal Accountant General (A&E), Chhattisgarh
Raipur – 492005.

Ref: Tender No.

Dated:

Against contract vide advance acceptance of the Tender No..... Dated..... covering implementation of Technical up-gradation of MIS software from Oracle 9i to oracle 11g in the Office of the Principal Accountant General (A&E) Chhattisgarh Raipur (hereinafter called the said ‘contract’) entered into between..... (herein called the Purchaser) and M/s _____ (herein called the Service Provider) this is to certify that at the request of the Service Provider, we _____ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rs.....(Rupees..... only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Service Provider of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Service Provider i.e. till _____ (viz. the date up to 24 months after the date of successful commissioning and acceptance by the purchaser) hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months’ after the said date, provided that notice of any such claim has been given to us. _____ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

We _____ (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Service Provider from time to time or to postpone for any time of from time to time any of the power exercisable by the Purchaser against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Service Provider or for any forbearance by the Purchaser to the said Service Provider or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will remain valid even if there is change in the constitution of the Bank or the Service Provider.

Date _____

Place _____ Signature

Witness _____ Printed Name _____

(Bank's common seal)

5.32. Bid Security Form

Whereas _____ (hereinafter called 'the Bidder) has submitted its bid dated _____ for up-gradation/ implementation of technical up-gradation of MIS Software Package from Oracle 9i to oracle 11g for the PURCHASER (hereinafter called "the Purchaser").

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the PURCHASER (hereinafter called "the Purchaser") in the sum of Rupees _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of ____ 2022.

THE CONDITIONS of this obligation are:

If the Bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; or If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

- i. fails or refuses to execute the Contract Form, if required; or
- ii. fails or refuses to furnish the Performance bank guarantee and Security deposit, in accordance with the instructions to Bidder(s).

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

(Bank's common seal)

5.33. Contract Form

THIS AGREEMENT made on this _____ day of _____ between the Principal Accountant General, Office of the Principal Accountant General (A&E), Chhattisgarh, Raipur (hereinafter “the Purchaser”) of one part and “Name of Service Provider” (hereinafter “the Service Provider”) of the other part:

WHEREAS the Purchaser is desirous that certain services should be provided by the service Provider viz., _____ to the PURCHASER and has accepted a bid by the Service Provider submitted in response RFP for the work for Technical Up-gradation of MIS Package from Oracle 9i to Oracle 11g and related services for the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz. The Request for proposal and the Bid Document No..... Dated:

The General Conditions of Contract

(Please refer Section 2,3 and 4 of Bid Document, which would be reproduced suitably.)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.

Signed, Sealed and Delivered for “The Principal Accountant General, Office of the Principal Accountant General (A&E), Chhattisgarh, Raipur” by its duly constituted authority /authorized officer.

Signed, Sealed and Delivered for M/s ----- (Selected bidder) by its duly constituted attorney.

Witness
Signature _____

Name _____

Designation _____

Address _____

Bidder _____

Date _____

Bidder Seal

Witness I Witness II

Signature _____

Name _____

Designation _____

Address _____

Bidder _____

Date _____

Purchaser Seal

BIDDING SHEET (TECHNICAL)

| Sl No. | Criteria | Whether met? If so, details thereof with supporting documents |
|--------|--|---|
| 1 | The vendor should be an original developer of the software solution. System Integrators, consultants and franchise of software companies would not be considered | |
| 2 | The vendor should have software development/service experience of not less than 3 years in the development implementation and maintenance of software's in Govt./PSU departments. | |
| 3 | The vendor should have minimum turnover of Rs. 1 crore per annum from software development in last three years. | |
| 4 | The vendor should have experience in working on Government accounting software with latest technology such as client-server, web based etc. (Oracle 11g database application) | |
| 5 | Then vendor should have regular employees, at least 02 Oracle certified professionals on their pay roll for carrying out the assigned software development works and the list indicating the qualification and experience should be enclosed. | |
| 6 | The vendor should be ISO 9001:2008 certified | |
| 7 | Whether EMD is attached with the Financial bid? Yes/No | |
| 8 | The vendor should be registered with Service Tax department (copy should be enclosed) | |
| 9 | The vendor should hold a valid and current PAN (copy should be enclosed) | |
| 10 | Documents supporting Oracle Channel Partner | |
| 11 | Desirable – Should have either developed Government Accounting Software Application using Oracle Database with latest technology such as client-server, web based etc. (Oracle 11g database application)/VLC Module or carried out Change Management in any Government Department. | |

Place:
Date :

Authorized signatory
(For and on behalf of the agency/Company)

BIDDING SHEET (FINANCIAL)

| | | |
|----|-----------------------------------|--|
| 1. | All inclusive cost in INR | |
| 2. | Service Tax (Extra) | |
| 3. | Period of validity of quoted rate | |

Place:

Date :

Authorized signatory
(For and behalf of the Agency/Company)