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वेबसाइट :- <u>https://cag.gov.in/ae/punjab/en</u> **क्र.-** सी आर टी 1/Cloud utility/2020-21/212 ईमेल :- agaepunjab@cag.gov.in दिनांक : 08/07/2021

निविदा आमंत्रण सूचना

कार्यालय महालेखाकार (लेखा एवं हक़) पंजाब एवं यू टी , चंडीगढ़ में पेंशन संशोधन मामलों के लिए वेब आधारित क्लाउड उपयोगिता के विकास हेतु बोलियां आमंत्रित करता है। निविदा जिसमे पूर्व योगयता शर्तें एवं कार्यों का विवरण आदि सम्मिलित है<u>https://cag.gov.in/ac/punjab/en/tenders</u> and <u>www.eprocure.gov.in</u> and <u>www.gem.gov.in</u> से डाउनलोड किये जा सकते है तथा पोस्ट/कॉरियर या व्यक्तिगत रूप से प्रवर उप महालेखाकार (प्रशा.), कार्यालय महालेखाकार (लेखा एवं हक़) पंजाब एवं यू टी, चंडीगढ़ को आवश्यक दस्तावेज सहित निर्धारित तिथि तक जमा किये जा सकते हैं। बोली दस्तावेजों का कोई मूल्य नहीं है तथा अग्रिम की **राशि Rs.8,000/-**

(रूपये आठ हजार) है।

महत्वपूर्ण तिथियां:-

वृतांत	तिथि
निविदा के प्रकाशन की तिथि	12/07/2021
निविदा से सम्बंधित प्रश्न / सवाल की अंतिम तिथि	19/07/2021 - 11:00 बजे तक
बोली जमा करने की अंतिम तिथि	02/08/2021 - 15:00 बजे तक
तकनीकी बोली खुलने की तिथि	03/08/2021 - 15:00 बजे
वितिय बोली खुलने की तिथि	05/08/2021 - 15:00 बजे

Sd/-

उपमहालेखाकार(प्रशा.) कार्यालय महालेखाकार(ले व हक़) पंजाब एवं यू.टी. चण्डीगढ़।



OFFICE OF THE ACCOUNTANT GENERAL (A&E), PUNJAB & UT., CHANDIGARH Plot no. 20, Sector 17-E, Chandigarh Tender No: 01/2021

Website :- <u>https://cag.gov.in/ae/punjab/en</u> No- CRT 1/ Cloud utility/2020-21/212 Email :- agaepunjab@cag.gov.in Date : 08/07/2021

NOTICE INVITING TENDER

The office of the Accountant General (A&E), Punjab & UT. Chandigarh invites bids for **Development of Web based Cloud utility for Pension revision cases**.

Tender/bid document containing conditions of prequalification, detailed scope of work, etc., can be downloaded from https://cag.gov.in/ae/punjab/en/tenders and www.eprocure.gov.in and https://www.eprocure.gov.in and www.eprocure.gov.in and www.eprocure.gov.in and www.eprocure.gov.in and www.

The cost of bid document is Nil and EMD is Rs. 8,000/- (Rupees Eight Thousand only).

Key Events & Dates

Events	Tentative dates
Date for publication of NIT	12/07/2021
Last date for receipt of Queries from bidders	19/07/2021 till 11:00 Hrs.
Last date for submission of bids	02/08/2021 up to 15:00 hrs
Opening of technical bids	03/08/2021 at 15:00 hrs
Opening of financial bids	05/08/2021 at 15:00 hrs

Sd/-Deputy Accountant General (Admn), Office of AG (A&E), Punjab & UT, Chandigarh

<u>निविदा दस्तावेज</u>

निविदा दस्तावेज निम्नलिखित है:-

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1.	बोली हेतु आमंत्रण	05
2.	पृष्ट भूमिअनुदेय को बोलीदाता तथा विवरण कार्य ,	06
3.	संविदा की सामान्य शर्तें	13
4.	बोली विवरण	20
5.	पी बी जी प्रोफोर्मा	23
6.	तकनीकी बोली(1-परिशिष्ट)	25
7.	वित्तिय बोली (2-परिशिष्ट)	27
8.	ब्लैकलिस्टिंग / गैर-विलम्बन के लिए उपक्रम	28
9.	बोली खोलने में भाग लेने के लिए प्राधिकार पत्र	29

Tender Document

Tender documents contain the following:

Table of Contents

Sr.no.	Contents	Page no.
1	Invitation for Bids	05
2	Background, Scope of work and Instruction to Bidders	06
3	General Conditions of Agreement	13
4	Bid Details	20
5	PBG Proforma	23
6	Technical Bid (Annexure I)	25
7	Financial Bid (Annexure II)	27
8	Undertaking for blacklisting / non- debarment(Annexure III)	28
9	Letter of authorisation for attending bid opening (Annexure IV)	29

OFFICE OF THE ACCOUNTANT GENERAL (A&E), PUNJAB AND U.T., CHANDIGARH - 160017.

1. The office of the Accountant General (A&E) Punjab & UT, Chandigarh invites bids for **Development of Web based Cloud utility for Pension revision cases**, In order to enable Pension Revision work get done from home, an online utility is required to be developed (web based application) so that the cases related to FoxPro / EDP Pension module may be made accessible to the legitimate users of the O/o the Accountant General (A&E) Punjab at their home/place.

2. Bid document containing conditions of eligibility of prequalification, detailed scope of work etc. can be downloaded from from <u>https://cag.gov.in/ae/punjab/en/tenders</u> and <u>www.eprocure.gov.in</u> and <u>www.gem.gov.in</u>.

3. Cost of Tender/bid document

Cost of the Bid document is Nil.

4. Bidder profile & Technical competence (Eligibility Criteria) (Supporting documents need to be enclosed):

I. Essential

- a. The bidder must be a company registered under the Companies Act, 1956/2013.
- b. Must have minimum 5 software engineers with 3 yrs minimum experience on the rolls of the firm. A list of engineers whom they will be able to provide to this office in case they are selected should also be included.
- c. At least three (3) Satisfactory performance certificate regarding development/modification/maintenance of web based application from any Govt./semi Govt. organization or PSU in last 3 years
- d. Experience of Online/web based application for pension revision work.

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

BID DOCUMENT

1. BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO VENDORS

1.1. Introduction

A FoxPro based Pension Application is running in the O/o the Accountant General (A&E) Punjab to process the Pension Revision cases (Pre & Post 2006).

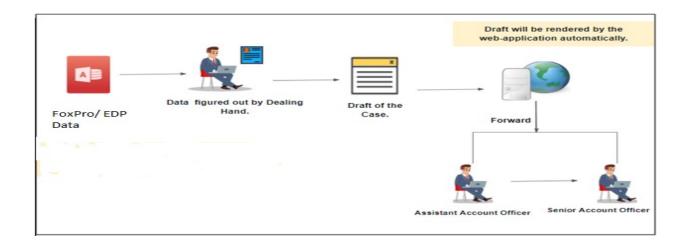
2. SCOPE OF WORK

Scope of Work:

A FoxPro based Pension Application is running in the O/o the Accountant General (A&E) Punjab to process the Pension Revision cases (Pre & Post 2006). In order to enable this work get done from home, an online utility is required to be developed (web based application) so that the cases related to FoxPro / EDP Pension module may be made accessible to the legitimate users of the O/o the Accountant General (A&E) Punjab at their home/place.

Utility shall include providing initial data from FoxPro/EDP module, provision to enter rest of the data by the dealing hand and take a draft print of Change in Rate Authority/ Return Letter and calculation sheet (**as per annexure V to VIII attached**). The draft of Change in Rate Authority/ Return Letter and calculation sheet will be available to the Assistant Account Officer (AAO) & Senior Account Officer (Sr. AO) also online for their reference. There will be a secured login available for each user, the user can only login onto the portal using the given username & password to perform necessary action.

A specific provision should be made available to upload the scanned documents at the dealing hand level at the time of data feeding/processing the pension case. The AAO & Sr. A.O. may view this scanned documents during processing of the case. Also a provision should be made for sign the Change in Rate Authority/ Return Letter and calculation sheet digitally at Sr. A.O. level.



Users and Functionality:

Dealing Hand:	Dealing Hand will enter the PPO number of a particular application in the software to find the pensioner details, the data will be automatically fetched from the database Dealing Hand will complete all the process, upload the scanned documents and take a draft print. After printing the file will be put up to AAO and Sr. AO for finalization/necessary action.
Sr. AO & AAO:	They can verify the particulars and the calculations done by the dealing hand. They can also view the uploaded document by the dealing hand. A provision should be available for any updation in Change in Rate Authority/ Return Letter and calculation sheet if required. The Sr. A.O. will sign the document digitally and digitally signed authority will be generated through Pension Application.
Dispatch:	The digitally signed authority should have a uniform dispatch number so that a track may be maintained.
Reporting:	There is provision of reporting, the stakeholders can view the revision cases which are active, pending or disposed.

3. TIME SCHEDULE OF THE PROJECT

The work should be completed within a time frame Of 14 days 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.

Extension of time frame shall be considered on genuine grounds and decision of Accountant General will be final. However, no extra cost shall be payable 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) comprising all mentioned necessary documents in Annexure-I and declaration of the period of validity of offer for 120 (one hundred twenty) 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) Technical Bid should be a complete document, bound as a volume and placed in separate sealed envelope. Every page of the bid shall be numbered.

c) The envelope containing the Technical Bid should be super scribed as below:

"TECHNICAL BID FOR TENDER NO. 01/2021 DATED 08/07/2021".

4.1.2. Envelope II---Financial Bid.

The financial bid shall be submitted only in hard copy

a) Financial Bid 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 valid for a period of **120 (one hundred twenty) days**.

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

"FINANCIAL BID FOR TENDER NO. 01/2021 DATED 08/07/2021"

The two separate envelopes containing Technical and Financial Bids mentioned above should be enclosed in a common envelope (Third envelope) and submitted to PURCHASER at the address mentioned below at sub-section **4.6.2** before last date of submission of bid. Both the bids should be in the formats as prescribed in this document.

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 prospective bidder(s), modify the tender document by an amendment.

4.1.4. Financial bid of only those Agencies/firms who fulfill the terms & Conditions as specified in section 4.2 and essential parameter of tender document will be opened separately which is as per dates specified in tender. However, if any change in schedule of opening of financial Bid, it will be informed to qualifying firms through E-Mail only. Therefore, the e-mail id of authorized signatory must be mentioned in Performa provided in para 5.33

4.2. Documents comprising the bid-(Annexure-A)

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

A. Technical bid as per criteria specified below to be submitted before last date of submission of bid along with the following:

1. The bidder must be a company registered under the Companies Act, 1956/2013.

2. A letter on the bidder's letterhead i.e describing the technical competence (the complete list of software engineers- minimum 5 software engineers with 3 year minimum experience on the rolls of the firm as well as list of engineers whom they will be able to provide to this office in case they are selected.

3. Latest audited annual financial results (Balance Sheet and Profit & Loss Statement) of the bidder for the last 3 years with annual turnover of not less than 25 Lakh each year.

4. GST Clearance certificate

5. The cost of Bid documents is "Nil"-.

6. EMD of Rs. 8000/- (Rs. Eight thousand only) in the form of account payee DD/Banker's Cheque in favor of Pay and Accounts Officer O/o AG (A&E) Punjab & UT, Chandigarh has to be submitted along with bid documents. (Bid validity should be 120 days after last date of opening of financial bid.)

7. EMD should be placed in the Technical bid 'Original'.

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

9. At least 3 work orders and 3 satisfactory performance certificate regarding development/modification/upgradation of web based application of similar nature at any Govt./PSU/semi govt. in the last 3 years.

10. Experience of Online/web based application for pension revision work.

11. Letter of undertaking regarding acceptance of all the terms and condition of this tender document

12. Letter of undertaking regarding the company is not black listed by any Govt./semi Govt. Organization or PSU.

B. Financial Bid (Annexure-II) as per Section 4.1.2 and subsections there under to be submitted on or before last date of submission of bid.

4.3. Last date of Receipt of Bids

Bids must be received by Purchaser at the address specified under section 4.6.2 not later than the time and date specified in section 4.1.1 and 4.1.2. 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 Purchaser by post after the last date and time for receipt of bids prescribed by Purchaser will be rejected. The bidder may submit their bids electronically through eprocure.gov.in on CPP Portal however, in such case, the EMD must be deposited offline and must reach this office till last date of submission of bids..

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 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 Purchaser.

4.6.2. Purchaser

Deputy Accountant General (Admin) Office of the ACCOUNTANT GENERAL (A&E), PUNJAB, Lekha Bhavan, Plot No. 20, Sector-17E, Chandigarh – 160017.

Purchaser shall not be responsible for non receipt of any communication sent by the Bidder. All correspondence by post/email/fax should indicate the Bid Reference number and marked **"Confidential /To be opened by the Addressee only",** as the case may be.

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 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 Agreement

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 agreement. 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 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

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 agreement, 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.

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. The notification of award will constitute the formation of the agreement.

4.6.7. Signing of Agreement

At the same time as PURCHASER notifies the successful bidder that his bid has been accepted, Purchaser will send the bidder the agreement including the terms and conditions and schedule of installation as per tender document. The successful bidder shall sign and date the agreement and return it to Purchaser. The cost of agreement form and other ancillary charges shall be borne by the successful bidder/bidder(s).

GENERAL CONDITIONS OF AGREEMENT

5.1. Performance bank guarantee

Within Seven (7) days after the receipt of notification of award of the agreement from Purchaser, the successful bidder shall furnish performance guarantee to the Purchaser (template given in 5.34), which shall be 10% of the agreement 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 Purchaser, the acceptance test of the system shall be conducted by the selected bidder in the presence of purchaser and / or authorized officials and/ or any other team or agency nominated by Purchaser. The bidder shall conclude the acceptance test within project plan period or any other extended period as mutually agreed upon, after the Development of Web based Cloud utility for Pension revision cases, 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 agreement 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 without accruing any payment/charge:

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 new system and associated media/documents shall be made by the selected bidder in accordance with the terms specified by Purchaser within 14 days 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. The selected bidder shall provide the contact details like names and telephone numbers of the officials responsible for maintenance of new web based system to the Purchaser.

5.6. Warranty

The Service Provider shall submit a warranty for successful operation of the web based system for smooth processing of all pension related work after completion of the project. The warranty MUST be for 24 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 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 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 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 Purchaser may have against the bidder under the agreement. If the bidder, having been notified, fails to remedy the defect(s) within a reasonable period, 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.

5.8. Payment Terms

No payment towards the agreement shall accrue until after the performance bank guarantee bond envisaged in section 5.1 has been furnished. Payment under the agreement shall be made only for the work completed with reference to the stages mentioned at 5.9 below.

5.9. Payment schedule

Purchaser shall make payment as per agreement as under:

- 1. *80 per* cent of the agreement value on successful and satisfactory generation of pension payment authorities with onsite support from the bidder's technical staff. (After satisfactory report from User)
- 2. Balance and final payment of 20 per cent of the agreement value on evaluation of the satisfactory performance of the system for a period of 45 days after successful generation of authorizations / reports. (After final satisfactory report from User)

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 agreement during the agreement 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 agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the agreement price or delivery schedule, or both and the agreement 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 Purchaser's change order.

5.11. Agreement Amendment

Subject to section 5.10, no variation in or modification of the terms of the agreement 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 agreement, to any other party or persons, except with Purchaser's prior written consent. The permission, if any of Purchaser has to be taken before award of the agreement.

5.13. Sub Agreement

The successful bidder shall NOT sub contract 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 agreement. Purchaser shall have the right to direct the bidder to demonstrate the capacity/capability of the subcontractor 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 web based application software and performance of service shall be made by the bidder in accordance with the time schedule specified by Purchaser/as agreed upon in terms of Section 3 of the Bid 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 agreement for default.

If at any time during performance of the agreement, the bidder should encounter conditions impeding timely installation of web based application software and performance of services, the bidder shall promptly notify Purchaser in writing of the fact of the delay, it's 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 agreement. If the bidder's request to delay the installation of web bases 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 para 5.4, Purchaser shall without prejudice to its other remedies under the

agreement, deduct from the agreement price, as liquidated damages, a sum equivalent to 1% of the price of un-provisioned/ undelivered services for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the Unit agreement price. Once the maximum is reached, Purchaser may consider termination of the agreement pursuant to section 5.16. Performance of services shall be within the norms specified in the Agreement forming a part of the agreement.

5.16. Termination for Default

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

5.17. Notices

Any notice by one party to the other pursuant to the agreement shall be sent in writing or by fax/ email and confirmed in writing to the address specified for that purpose in the agreement. 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 ACCOUNTANT GENERAL (A&E), PUNJAB & UT, Chandigarh 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 agreement and shall not be subject to any escalation.

5.21. Penalty during warranty period

During the warranty period, the bidder shall response to problems encountering in upgraded application promptly without any delay as and when any problem is reported to bidder and must resolve the problem in 48 hours after reporting the problem. In case of failure in providing services within specified timeframe, a sum equivalent to 0.1% of agreement value or Rs.1000/- per day whichever is more shall be charged from the date of reporting the problem which may lead to forfeiting of PBG in case the penalty reaches the ceiling of 5% of agreement value.

5.22. Taxes and Duties

The quoted Rate/Cost should be inclusive of all levies/taxes like Service tax, Educational cess, Sales Tax, Transportation customs, Excise, travelling charges etc, if any

5.23. No Claim Certificate

The bidder shall not be entitled to make any claim whatsoever against Purchaser under or by virtue of or arising out of this agreement, nor shall Purchaser entertain or consider any such claim, if made by the bidder after he shall have signed a "No Claim" certificate in favor of 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, 5.3, 5.4, 5.5, 5.6, 5.7 ensure satisfactory performance of complete upgraded system to the specifications in the agreement.

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 Purchaser or its authorized representative(s). The bidder shall at his own cost facilitate a smooth transition of services as required by Purchaser.

5.27. Limitation of Liability

Bidder's cumulative liability for its obligations under the agreement shall not exceed the Agreement 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 Purchaser as 'Confidential' are valuable assets of Purchaser and are to be considered Purchaser's proprietary information and property. Nothing contained in this agreement 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 agreement.

5.29. Legal Jurisdiction

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

5.30. Training

Training to two [2] officers of AG (A&E) Punjab on new web based system. The duration of training shall be 05 days.

5.31. Indemnity

The vendor will indemnify AG (A&E) Punjab to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to vendor's violation of any patents and copy rights.

5.32 Force Majeure

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods , war, revolution , acts of public enemies, blockage or embargo, any law, order , proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, strikes , shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected , then notwithstanding anytime here before contained , the party affected shall be excused from its performance to the extent such performance relates to prevention , restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.]

5.33. BID Details:

5.33.1 Bid Particulars	
Name of the bidder	
Address of the bidder	
Contact details of the executive to whom all references shall be made regated tender:	arding this
Name	
Designation	
Address	
Telephone	
Fax	
Email address	

Bidder Seal

5.33.2 Bid Letter

Date: dd / mm / yyyy

То

Sr.Deputy Accountant General (Admn) Office of the Accountant General (A&E), Punjab & UT. Chandigarh-160017

Reference: Tender No. _____ Dated _____

Sir,

We hereby declare:

That we fulfill the 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.

- 1. Bid particulars
- 2. This bid letter
- 3. Technical details of services offered
- 4. Statement of deviation from requirement specifications
- 5. Statement of deviation from tender terms and conditions
- 6. Warranty
- 7. Maintenance and service resource/infrastructure facilities

We agree to abide by our offer for a period of 120 days from the date of opening of the bid prescribed by 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 agreement applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

We hereby certify that the Bidder is a company and the person signing the tender is the constituted attorney.

We do hereby undertake, that, until a formal agreement is prepared and executed, this bid, together with your written acceptance thereof and notification of award of agreement, shall constitute a binding agreement between us.

Signature of Bidder (with official seal)

Date _____

Name _____

Designation _____

Address	
Telephone	
Fax	
Email address	
Details of Enclosures:	
1.	
2.	
3.	
4.	
5.	

Technical details of Services Offered

The list of all services (charges or otherwise) should conform to the requirements/scope of work/deliverables and other incidental & ancillary requirements and to be specified by the bidder (s) or the bidder(s) should give an undertaking as under:

Undertaking

We have understood the requirements of this project and shall provide all services as per the requirements of this bid document.

Bidder Seal

Also a certificate in the following format shall be provided by the bidder (s):

<u>Certificate</u>

We clearly understand that even if we make occasional use of our hardware/software etc., during development stage/testing stage we will not get any financial benefits nor shall we claim it in any form.

Bidder Seal

Yours faithfully,

5.34. Pro-forma for Bank Guarantee for Agreement – Performance bank guarantee

Reference No. _____ Date _____ Bank Guarantee No.

То

Sr. Deputy Accountant General (Admin) Office of the ACCOUNTANT GENERAL (A&E), PUNJAB Plot No. 20, Sector-17E, Chandigarh – 160017.

Ref: Tender No. ______Dated: _____

Against agreement vide advance acceptance of the Tender No. ______, Dated ______, Dated ______ covering implementation of Development of Web based Cloud utility for Pension revision cases in A&E offices of PUNJAB (hereinafter called the said 'agreement') entered into between The Sr. Deputy Accountant General (Admin), Office of the Accountant General, PUNJAB (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 favor 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 agreement 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 agreement 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 agreement 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.

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 agreement 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 agreement 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 agreement 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 not be discharged due to the change in the constitution of the Bank or the Service Provider.

Date		
Place		
Signature		
Witness	Printed Name	

(Bank's common seal)

Technical Bid

Development of Web based Cloud utility for Pension revision cases AT THE OFFICE OF ACCOUNTANT GENERAL (A&E) PUNJAB & UT, CHANDIGARH (supporting documents for Sr. No. 1-13 must be enclosed)

1	1:- Name of the Company			
2	2:- Address (with Tel. No., Fax no. & e-mail a	ddress)		
4	3:- Contact Number			
5	4:- (a) Registration Number			
	(b) PAN Number			
	(c) GSTN no.			
5	5:- Details of EMD Deposited and cost of Ter	nder		
	Demand Draft/PO Number	Name of the Bank	Amount (in Rs.)	Date

Sr.	Particular (copy of supporting	Enclosed	Attached at page no.
no.	documents duly self attested)	(Yes or no)	
6	company registered under the		
	Companies Act, 1956 and must be an		
	authorized Oracle Channel Partner		
7	A letter on the bidder's letter head		
	i.e. describing the technical		
	competence (minimum 5 software		
	engineers with 3 yrs minimum		
	experience on the rolls of the firm.		
	A list of engineers whom they will		
	be able to provide to this office in		
	case they are selected should also		
	be included.)		

· · · ·		
8	Latest audited annual financial	
	results (Balance Sheet and Profit $\&$	
	Loss Statement) of the bidder for	
	the last 3 years with annual	
	turnover of not less than 25 Lakh	
	each year.	
9	Person signing the bid shall bind the	
	bidder as the 'Constituted Authority	
	of the company/firm.	
10	Latest GST clearance certificate.	
11	Letter of undertaking regarding the	
	company is not black listed by any	
	Govt./semi Govt. Organization or	
	PSU. (Annexure III)	
12	Letter of undertaking regarding	
	acceptance of all the terms and	
	condition of this tender document.	
13	At least three Satisfactory	
	performance certificate regarding	
	development / modification /	
	maintenance of application in Oracle	
	from at any Govt./semi Govt.	
	organization or PSU in last 3 years.	
14	Experience of Online/web based	
	application for pension revision	
	work.	

Declaration

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case found any deviation in the above statement at any stage, the company will be black-listed and will not have any deal with the Govt. offices in future. I also certify that the period of validity of this Bid is 120 days from the date of opening of the Financial Bid.

(Signature of authorized signatory)

Annexure II

Financial Bid

Development of Web based Cloud utility for Pension revision cases AT THE OFFICE OF ACCOUNTANT GENERAL (A&E) PUNJAB & UT, CHANDIGARH

Format for the submission of bid

Sr.No	Item	Cost
		(In INR)
	Development of Web based Cloud utility for Pension	
	revision cases including 24 months onsite	
1	maintenance warranty from final signoff.	
	Applicable Taxes	
	Grand Total	

Grand Total (in words)

.....

Signature and Seal of authorized signatory

Annexure-III FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

Τo,

Sr. Deputy Accountant General (Admn), Office of the Accountant General (A&E), Punjab & UT. Chandigarh-160017

Sir,

We hereby confirm and declare that we, M/s______, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services in past.

There are no complaints against us regarding delayed supply and refusal of supply for which supply order granted by the client or Govt. department.

For_____

Authorised Signatory

Date:

ANNEXURE IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: - Authorization for attending bid opening on (Date) in the Tender for purchase of servers in the office of the Accountant General (A&E) Punjab & UT, Chandigarh

Following persons are hereby authorized to attend the bid opening for the tender Mentioned above on behalf of (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1		
2		

Signature of the Tenderer Or Officer authorized to sign the bid Documents on behalf of the Tenderer

Note:-

1. Maximum of two representatives will be permitted to attend bid opening in cases where it is restricted to one first preference will be allowed.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of the Tenderer & Seal

OFFICE OF THE ACCOUNTANT GENERAL (ACCOUNTS & ENTITLEMENT) PUNJAB CHANDIGARH—17

No. dispatch no.

Dated:

То

The District Treasury Officer, CHANDIGARH

Subject: Change in the rate of pension/family pension of XXXXXXXXXXXI, Designation holder of P.P.O. No. ZZZZZZ.

XXXXXXXXXXX is drawing, his/ her Pension at the rate of Rs. XXXX/- (as certified by Pension Sanctioning Authority) per mensem w.e.f. next day of 30/04/2011 from your Treasury/Sub Treasury. His /Her rate of pension has been revised to Rs. XXXX /- w.e.f. 01/12/2011 with relief admissible under the new pension structure, out of the original pension the commutted value, if any, be continued to be deducted at existing rate.

2 The rate of family pension has also been revised to Rs. XXXx/- **as per rule** will be payable till his/her death or remarriage whichever is earlier. Relief on family pension is also payable under the new pension structure.

3. The revised allocations are as under:-

Punjab Govt.	Pension before Commutation	Family Pension II
Before 1-11-66		
After 31-10-66	XXXX/-	XXXX/-

- 4. The change may be noted on both halves of the PPO quoting this letter as an authority.
- 5. The arrear of pension, if any, may be disbursed to him/her at an early date after making the adjustment of the payments of pension/relief already made.
- 6. You are requested to acknowledge the receipt of this letter.
- 7. Dearness relief from time to time is admissible.
- 8. Arrear of pension may be paid as per Pb. Govt. Notification No. 4/61/2014-2FPPC/1042 dated 04/07/2019.

9. If any, cut etc. imposed on pension previously shall remain effective.

10. If any payment has been made to the retiree on the basis of provisional authority issued by DDO, the same may please be adjusted.

Sr. Accounts Officer

Copy, for information and necessary action, to:-

- **1.** Address. He/She is advised to contact District Treasury Officer, XXX, to receive the payment of his/her pension at revised rates as well as arrears.
- 2. The DDO, w.r.t their letter no. 2154 dated 12/2/2019, for information.

Encl: S/book.

Sr. Accounts Officer

Annexure-VI

OFFICE OF THE ACCOUNTANT GENERAL (ACCOUNTS & ENTITLEMENT) PUNJAB CHANDIGARH—17

No.

Dated:

То

The District Treasury Officer,

ххх

Subject: Change in the rate of family pension of Spouse of , Desig holder of P.P.O. No.

Spouse of _____ is drawing, his/ her Pension at the rate of Rs____- per mensem w.e.f. next day of ______from your Treasury/Sub Treasury. His /Her rate of pension has been revised to Rs. _____ relief admissible under the new pension structure,

2 The rate of family pension has also been revised **w.e.f. 01/12/2011** to Rs. /- up to **as per rule** and thereafter **Rs.** ______- P.M. will be payable till his/her death or remarriage whichever is earlier. Relief on family pension is also payable under the new pension structure.

3. The revised allocations are as under:-

Punjab Govt.	Pension before	Pension after	Family Pension I	Family pension -II
	Commutation	commutation		
Before 1-11-66				
After 31-10-66				

- 4. The change may be noted on both halves of the PPO quoting this letter as an authority.
- 5. The arrear of pension, if any, may be disbursed to him/her at an early date after making the adjustment of the payments of pension/relief already made.
- 6. You are requested to acknowledge the receipt of this letter.
- 7. Dearness relief from time to time is admissible.
- 8. Arrear of pension may be paid as per Pb. Govt. Notification No. 4/61/2014-2FPPC/1042 dated 04/07/2019.
- 9. If any, cut etc. imposed on pension previously shall remain effective.

Sr. Accounts Officer

Copy, for information and necessary action, to:-

- **1.** Address. He/She is advised to contact District Treasury Officer, pension at revised rates as well as arrears.
- , to receive the payment of his/her
- 2. The DDO w.r.t their letter no. dated , for information.
- 3. Pension Record Cell to place in the file.

Encl: S/book.

Sr. Accounts Officer

Annexure-VII

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1.	NAME	
	DESIGNATION	
2.	РРО	
Ζ.	PPO	
3.	LAST PAY	=
4	CURRENT PAY	
4	CORRENT FAT	
5	GRADE	
6.	LAST PENSION/FP	
7.	CURRENT PENSION	
8.	FP-II	

DEALING HAND

ASST. ACCOUNTS OFFICER

SR. ACCOUNTS OFFICER

Annexure-VIII

OFFICE OF THE ACCOUNTANT GENERAL (ACCOUNTS & ENTITLEMENT) PUNJAB CHANDIGARH—17

No.			Dated:
То			
	The DDO		
Subject:	Revision pension/family pension case of XXXX	(, XXXX holder	of P.P.O. No. xxxx.
	With reference to your office letter No	dated	vide which pension case of above
named retiree wa	as sent to this office, is returned herewith follow	wing observatio	ns:-
	The case may be resubmitted after compliance	e of observation	raised by this office.
Encl: S/book.			Sr. Accounts Officer

Copy to Address

for information.

Sr. Accounts Officer

Check List

1. The **Technical Bid** (Eligibility Criteria) 'original' and 'copies' should be placed in one sealed **Envelope I** super scribing '**Technical Bid for 01/2021 Dated 08/07/2021**' as per requirements mentioned at **4.1.1and 4.2.** Please ensure that all the documents as prescribed in Section 4 of Bid Document and other relevant sections are enclosed.

2. The cost of the Bid Document is **Nil**.

3. All bids must be accompanied by EMD in the form of Cheque/Demand draft of **Rs 50,000/- (Rupees Fifty thousand only)**. The EMD should be submitted in the Sealed Envelope of Technical Bid "Original"

4. The **'Financial Bid'** should be as per the requirements mentioned at **4.1.2** and other relevant instructions and placed separately in the sealed Envelope II duly superscribed as Financial bid for Tender no. 01/2021.

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

|--|

Events	Tentative dates
Date for publication of NIT	12/07/2021
Last date for receipt of Queries from bidders	19/07/2021 till 11:00 Hrs.
Last date for submission of bids	02/08/2021 up to 15:00 hrs
Opening of technical bids	03/08/2021 at 15:00 hrs
Opening of financial bids	05/08/2021 at 15:00 hrs

Note: The bidder shall sign all papers of the bid and also the pamphlets, drawings, client list, company profile etc before submitting his bid and all pages of tender must be page marked in numeric and total no. of page enclosed in bid should be mentioned in the covering letter.