



सत्यमेव जयते

OFFICE OF THE SR. DEPUTY ACCOUNTANT GENERAL (A&E), SIKKIM, GANGTOK

Tender No:

Website :- <https://cag.gov.in/ae/sikkim/en>

Email:- agaesikkim@cag.gov.in

No.-32/EDP/CHG-MGN/MERGER/2021-22/01

Date : 26.05.2023

NOTICE INVITING TENDER

The office of the Sr. Deputy Accountant General (A&E), Sikkim, invites bids for change management in VLC package running Oracle 11g with Linux Red Hat Operating System (3 tier architecture).

Tender/bid document containing conditions of prequalification, detailed scope of work, etc., can be downloaded from <https://cag.gov.in/ae/sikkim/en> under what's new./Tender

Events	Tentative dates
<i>Date for publication of NIT</i>	26.05.2023
<i>Last date for receipt of Queries from bidders</i>	29.05.2023
<i>Last date for submission of bids</i>	09.06.2023
<i>Opening of technical bids</i>	09.06.2023
<i>Opening of financial bids</i>	12.06.2023

Deputy Accountant General

Office of The Sr. DAG (A&E), Sikkim, Gangtok

Tender Document

Tender documents contain the following:

Table of Contents

SL.No.	Contents	Page no.
1	Invitation for Bids	3
2	Background, Scope of work and Instruction to Bidders	5
3	General Conditions of Contract	10
4	Bid Details	15
5	Technical Bid (Annexure I)	20
6	Financial Bid (Annexure II)	21

1. INVITATION OF BIDS

This invitation to tender is for work of Change Management of the existing VLC Package. The tender documents may be downloaded from the website <https://cag.gov.in/ae/sikkim/en> under **what's new**.

Essential - The bidder(s) must be a company registered under the Companies Act, 1956.

1.1 The bidder should have developed Government Accounting software application using Oracle database/VLC/GPF module or carried out similar work of change management in any government department.

Please ensure that all the documents as prescribed in various sections are enclosed with the bid document.

1.2 The requirements of all relevant sub-sections of the tender document may be complied with.

1.3 Tenders are invited under two bid system (i.e. Technical Bid and Financial Bid) , from reputed manufacturers/companies/organizations/firms or Oracle channel partners for Change Management in VLC Package in this office. The change/modification is to be made strictly as per parameters/technical specifications given in scope of work and General Terms and conditions. The terms and conditions and scope of work specific to the tender have been mentioned in Section II. The format for Submission of tender has been given in Annexure I (for Technical Bid) and Annexure II (for Commercial Bid) to this Notice Inviting Tender.

1.4 Validity of Tenders: 120 days from the date of opening of tender.

1.5 The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Sr. Deputy Accountant General (A&E) Sikkim, Gangtok, in this regard shall be final and binding on all.

1.6 The tenders completed in all respects must be submitted only through GeM Portal. The bid may be submitted in online mode. The tenders received after the scheduled date and time will not be accepted.

1.7 The bidder shall self-attested 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.

Deputy Accountant General

2. BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

2.1 Introduction

The Senior Deputy Accountant General (A&E) Sikkim, Gangtok (Purchaser) plans to select service provider for Change management of VLC package in its office. The decision of purchaser shall be final to select service provider for placing the work/purchase order OR not to select any service provider at his/her discretion.

2.2 Background of Existing Project

(a) This department has a VLC package running in Oracle 11g with Linux Red Hat Operating System (3 tier architecture). The existing system will continue to function till the proposed change management system is completed in all respect, output verified by the user and accepted. It will also have to be ensured that user interface i.e., look & feel and user operations at front end remain same.

(b) Interested bidders are requested to study the system and assess the volume of work before submission of bid during the office working hours within a period of 10 days from the date of publication of tender notice.

2.3 Scope of Work:

The following changes are required to be made in the existing VLC package

This office has a VLC Package software based on Oracle 11g with Linux Red Hat Operating System (3 tier architecture). The existing system has needs change management as per the new SOP and other requirements

1. Rounding off figures and comma separators as per new SoP issued by the GA Wing. Simultaneously, systems ability to generate unrounded figures (whole rupees figures) as OB, addition /deletion, and CB etc for validation with rounded figures for FA & AA by internal audit, local audit inspection team, Hqs' team.
2. Facility to update Opening balances of Heads of Accounts, which are closing to balances by unrounded figures, as per new guidelines.
3. Availability of unrounded figures for Audit using Computerized aided Audit Tools.
4. Facility to differentiate between conditional and unconditional Grant-in-aid for monitoring the UCs.

2.4 Tentative Time Frame:-

The work will be taken up and completed within **FOUR Months** from the date of award of work (work order).

2.5 Documents comprising the bid (Technical Bid) (Annexure I) (Part A & B)

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 2 software engineers with 2 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 20 Lakh each year.
4. GST Clearance certificate
5. The cost of Bid documents is "Nil"-.
6. Person signing the bid shall bind the bidder as the 'Constituted Authority of the company'.
7. At least 3 work orders and 3 satisfactory performance certificate regarding development/modification/upgradation of application of similar nature at any Govt./PSU/semi govt. in the last 3 years.
8. Letter of undertaking regarding acceptance of all the terms and condition of this tender document
9. Letter of undertaking regarding the company is not black listed by any Govt./semi Govt. Organization or PSU.

2.6 Price

Charges quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. If service tax is chargeable, it should be indicated with the rates thereof.

2.7 Bidder's Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the tender form. All certificates and documents received hereby shall be furnished by the service

provider.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify that he/ she signs as 'Constituted authority of the bidder.

2.8 Terms and conditions of Tendering Firms

Terms and conditions of the tender shall be binding upon all the bidders. In case terms and conditions of the contract applicable to this invitation of tender are not acceptable to any bidder, clearly specify the deviation statement separately. Similarly in case the services being offered has deviations from the requirement specifications, the bidder shall describe in what respects and to what extent the services being offered differ/deviate from the specification, even though the deviations may not be very material. Bidder must State categorically whether or not his offer conforms to requirements/scope/deliverables and other ancillary services specified.

2.9 Opening of Bids:-

The financial bid will be opened only for those bids which qualify in technical bid. If deemed necessary, Purchaser may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. Purchaser may, if so desire, ask the bidder to give presentation for the purpose of clarification. All expenses for this purpose, as also for the preparation of documents and other meetings, shall be borne by the bidders.

2.10 Preliminary examination of Bids:-

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.

2.11 Verification of Reference

Purchaser, if considers necessary, may conduct verification of references to satisfy themselves on the performance of the services offered with reference to their requirements. Purchasers will satisfy themselves on the veracity of the references to the requirements specified.

2.12 PURCHASER's right to vary scope at the time of award

The purchaser reserves the right at the time of award of contract to increase or decrease scope of work with or without any change in other terms and conditions.

2.13 Signing of Contract

The successful bidder has to sign a contract provided along with condition provided in the tender document, incorporating all agreements between the parties. The cost of contract form and other ancillary charges shall be borne by the successful bidder.

2.14 Service Period

The initial contract period shall be extended on same terms and conditions, unless amended otherwise, for a further period if purchaser decides to take additional services not included in the scope of work or those included in the other optional services.

2.15 Tax Deduction At source: IT and GST as applicable will be effected from the bills.

2.16 Payment: -

Payment shall be released by O/o the Sr. Dy. Accountant General (A&E), Sikkim, Gangtok, subject to production of pre receipted invoice in duplicate according to following milestones achieved.

Sr.no.	Milestones	Release of payment
1	After completion of work and receipt of successful test report duly approved by the concerned section/wing and after final signoff.	100% of the total cost

No amount would accrue to the contractor in case of failure to furnish satisfactory maintenance warranty during the contract period.

Signature of tenderer duly stamped and seal.

3 GENERAL CONDITIONS OF CONTRACT

3.1. Definition

In this document the following terms shall be interpreted as indicated:-

Terms	Definition
Purchaser	Sr. Deputy. Accountant General (A&E) Sikkim, Gangtok
Contract	The agreement entered into between Purchaser and the Bidder (s) as recorded in the contract form signed by Purchaser and the Bidder, including all attachment and annexure thereto and all documents incorporated by reference therein.
Bidder	The company with whom the order for VLC /modification and other ancillary and incidental support services is placed and shall be deemed to include the bidder's successors, representatives (approved by Purchaser), heirs, executors, administrators and Permitted assigns, as the case may be unless excluded by the terms of the contract.
Contract Price	The price payable to the bidder under the contract for the full and proper performance of his contractual obligations.
MM	Man Month

3.2. Application

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

3.3. Standard

The services performed under this contract shall conform to the latest international standards.

3.4. Use of Contract document and Information

The bidder shall not, without Purchaser's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the bidder in the performance of the contract.

Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The bidder shall not without Purchaser's prior written consent, make use of any document or information forming a part of this tender except for purpose of performing the contract.

Any document forming a part of this tender, other than the contract itself shall remain the property of PURCHASER.

3.5. Patent Rights

The bidder shall indemnify Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the services or any part thereof.

3.6. Installation and provision of Services

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.

Should the acceptance tests not conclude to the satisfaction of Purchaser as Stated above in this section, the selected bidder(s) shall repair/replace/reconfigure/reprovision 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.

3.7. Delivery & Documents

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

3.8. 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 System 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 upgraded system in the format prescribed in Section.

3.9. Warranty

The Service Provider shall submit a warranty for one year on-site maintenance from the date of completion of the change management. During warranty period complaints/problem reported should be attended within 24 hours, if fails penalty as per para 3.14 will be imposed.

3.10. Warranty on Services

The bidder warrants that the services provided under the contract are as per the Agreement between the bidder and Purchaser.

3.11. Assignment

The bidder shall not assign, in whole or in part, his obligations to perform under the contract, 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 contract.

3.12. Sub Contract

The successful bidder (s) 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 subcontractor to provide the service subcontracted 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.

3.13. Delays in the bidder's performance

Performance of service shall be made by the bidder in accordance with the time schedule specified by Purchaser in the contract.

Any unexcused delay on the part of the bidder(s) in the performance of his delivery obligations shall render the bidder liable to any or all of the following sanctions:

If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely installation of the software and performance of services, the bidder shall promptly notify 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 software and performance of services is not found acceptable to the Purchaser, the above mentioned clause would be invoked.

3.14. Liquidated Damages during Delivery, Implementation & Warranty 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 Unit contract price, as liquidated damages, a sum equivalent to the 0.5% of the unit contract price, every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the Unit contract price. Once the maximum is reached, Purchaser may consider termination of the contract. Unit for the purpose of this clause refers to State office (s) including its Branch (es), if any. Performance of services shall be within the norms specified in the Agreement forming a part of the contract.

3.15. 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(s) specified in the contract, or any extension thereof granted by Purchaser, OR If the bidder fails to perform any other obligation(s) under the contract.

In the event Purchaser terminates the contract in whole or in part, pursuant to above mentioned 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 contract to the extent not terminated.

3.16. Arbitration

Purchaser and the bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, Purchaser and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution. In such event, the first course will be to appoint an Arbitrator with mutual consent of both the parties. Failing which, the Indian Arbitration and Conciliation Act, 1996, the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings. The venue of arbitration shall be the place from where the contract is issued i.e. Jurisdiction of Gangtok Court.

3.17. Governing Language

The contract, all correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in English and shall govern its interpretation.

3.18. Applicable Law

The contract shall be interpreted in accordance with the Indian Laws.

3.19. 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.

3.20. Back up support

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

3.21. Source Code

In case the bidders 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 Sr. Deputy Accountant General (A&E) Sikkim, Gangtok.

3.22. Passing of Property

Ownership shall not pass to Purchaser unless and until the services have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction

of PURCHASER and Purchaser has made payment for such services to the bidder. Selected Bidder shall have to hand over two sets in softcopy of changed / modified system.

3.23. Deduction

Payments, as envisaged in section 2.17 shall be subject to deductions (such as IT & TDS) of any amount, for which the bidder is liable as per law under the agreement against this tender.

3.24. Manuals, Data and Information

Complete information relating to installation, maintenance, backup, archiving, etc. should be supplied by the bidder.

BID Details:

Bid Particulars

Name of the Bidder _____

Address of the bidder _____

Contact details of the executive to whom all references shall be made regarding this tender:

Name _____

Designation _____

Address _____

Telephone _____

Fax _____

Email address _____

Bidder Seal

Bid Letter

Date: dd/mm/yyyy

To

Deputy Accountant General
Office of the Sr. Deputy Accountant General (A&E),
Sikkim, Gangtok -737102

Reference: Tender No---

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 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 contract applicable to the tender. We do hereby undertake to provisionas 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 contract is prepared and executed, this bid, together with your written acceptance thereof 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.

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):

Certificate

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

Statement of Deviation from Requirement Specifications/Scope of work/Deliverables

Date: dd/mm/yyyy

To

**Deputy Accountant General
Office of the Sr. Deputy Accountant General (A&E),
Sikkim, Gangtok -737102**

Reference: Tender No. -----

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and scope of work. The entire work shall be performed as per your specifications and documents. OR (Strike out whatever is not applicable).

The following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items/scope of work. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No	Section No.	REQ No.	Page No	Statement of deviations and variations

Bidder Seal

**Format Of Undertaking, To Be Furnished On Company Letter Head With Regard
To Blacklisting/ Non- Debarment, By Organization**

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

Deputy Accountant General
Office of the Sr. Deputy Accountant General (A&E),
Sikkim, Gangtok -737102

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

Authorized Signatory

Date:

Annexure I**Technical Bid****General Criteria(Part-A)**

CHANGE/MODIFICATION MANAGEMENT IN VLC PACKAGE APPLICATION AT
THE OFFICE OF THE SR. DEPUTY ACCOUNTANT GENERAL (A&E) SIKKIM,
GANGTOK

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

SL. No.	Particular (copy of supporting documents duly self attested)	Enclosed (Yes or no)	Attached at page no. (page marking compulsory)
6	A letter on the bidder's letterhead i.e. describing the technical competence (the complete list of software engineers- minimum 3 software engineers on the rolls of the firm with 2 year minimum experience as well as list of engineers whom they will be able to provide to this office in case they are selected.		
7	Latest audited annual financial results (balance sheet and profit & loss Statement) of the bidder for the last 3 years (minimum turnover of Rs. 20 lakh per year is required)		
8	Person signing the bid shall bind the bidder as the 'Constituted Authority of the company/firm.		

9	Latest GST clearance certificate.		
10	At least 3 work orders and 3 satisfactory performance certificate regarding development/ modification/ upgradation of application of similar nature at any Govt./PSU/semi govt. in the last 3 years.		
11	Letter of undertaking regarding the company is not black listed by any Govt./semi Govt. Organization or PSU.		
12	Letter of undertaking regarding acceptance of all the terms and condition of this tender document.		

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)

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.

Annexure II
Financial Bid

**CHANGE/MODIFICATION MANAGEMENT IN VLC PACKAGE AT
THE OFFICE OF THE SR. DEPUTY ACCOUNTANT GENERAL (A&E) SIKKIM,
GANGTOK**

Format for the submission of bid

SL. No.	Item	Costs (In INR)
1	Incorporation of Change/Modification in VLC Package mentioned under scope of work including one year onsite maintenance warranty from final signoff.	
2	Applicable Taxes	
	Grand Total	

Grand Total
(in words).....

Signature and Seal of authorized signatory

Dated: