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Name DAG Admn				
Address	Plot No. 20, Sector 17 E, Chandigarh, 2nd Floor			
Tender Creator				
Tender Creator Created By	etails Bharat Singh Bhandari			



## कार्यालय महालेखाकार (लेखा एवं हक़ ) पंजाब एवं यू टी , चंडीगढ़ प्लाट संख्या 20, सेक्टर 17-ई , चंडीगढ़

टेंडर संख्या : 04/2023

**वेबसाइट** :- <u>https://cag.gov.in/ae/punjab/en</u> क्र.सी.आर.टी.-1/चेंज वी. एल. सी. एप्लीकेशन/2023-24/596 **ईमेल** :- agaepunjab@cag.gov.in दिनांक : 11/09/2023

# निविदा आमंत्रण सूचना वी॰ एल॰ सी॰ एप्लीकेशन में परिवर्तन – 2023

कार्यालय महालेखाकार (लेखा एवं हक़ ) पंजाब एवं यू टी , चंडीगढ़ में **वी॰ एल॰ सी॰ एप्लीकेशन में परिवर्तन – ॥** हेतु बोलियां आमंत्रित करता है। निविदा जिसमे पूर्व योगयता शर्तें एवं कार्यों का विवरण आदि सम्मिलित हैं , <u>www.agpunjab.gov.in</u>, <u>https://gem.gov.in/cppp</u> तथा <u>www.eprocure.gov.in</u> से डाउनलोड किये जा सकते है तथा पोस्ट/कॉरियर या व्यक्तिगत रूप से **उप महालेखाकार (प्रशा. )**, **कार्यालय महालेखाकार (लेखा एवं हक़ ) पंजाब एवं यू टी , चंडीगढ़ , प्लाट संख्या 20, सेक्टर 17-ई , चंडीगढ़ 160017** को आवश्यक दस्तावेज सहित बोली जमा करने की अंतिम तिथि तक जमा किये जा सकते हैं।

बोली दस्तावेजों का कोई मूल्य नहीं है तथा अग्रिम की राशि रूपये पच्चीस हजार है।

वृतांत	तिथि
निविदा के प्रकाशन की तिथि	11/09/2023
निविदा से सम्बंधित प्रश्न / सवाल की अंतिम तिथि	27/09/2023
बोली जमा करने की अंतिम तिथि	03/10/2023 up to 11:00 hrs
तकनीकी बोली खुलने की तिथि	04/10/2023 at 11:00 hrs
वितिय बोली खुलने की तिथि	06/10/2023 at 11:00 hrs

-हस्ता-

उपमहालेखाकार (प्रशाः) कार्यालय महालेखाकार (लेखा हक व) पंजाब एवं यू.टी.ण्डीगढ़।



## OFFICE OF THE ACCOUNTANT GENERAL (A&E), PUNJAB & UT., CHANDIGARH PLOT NO. 20, SECTOR 17-E, CHANDIGARH

Tender No:04/2023

Website :- <u>www.agpunjab.gov.in</u> No-CRT-1/Change in VLC Application/2023-24/596 Email :- agaepunjab@cag.gov.in Date : 11/09/2023

## NOTICE INVITING TENDER Change Management in VLC Application 2023

The office of the Accountant General (A&E), Punjab & UT. Chandigarh invites bids for change management of Voucher Level computerization application (VLC) running in Oracle 11g with Linux Operating System.

Tender/bid document containing conditions of pre qualification, detailed scope of work, etc., can be downloaded from <u>www.agpunjab.gov.in</u>, <u>https://gem.gov.in/cppp</u> & <u>www.eprocure.gov.in</u> to submitted the same personally or through post/courier along with required documents to the DAG (Admn) O/o the A.G.(A&E), Punjab & UT, Plot no. 20, Sector 17-E,Chandigarh, Pin-160017 so as to reach on or before last date of submission of bid. The cost of bid document is Nil and EMD is Rs. 20,000/- (Rupees Twenty Thousand only).

Events	Tentative dates
Date for publication of NIT	11/09/2023
Last date for receipt of Queries from bidders	27/09/2023
Last date for submission of bids	03/10/2023 up to 11:00 hrs
Opening of technical bids	04/10/2023 at 11:00 hrs
Opening of financial bids	06/10/2023 at 11:00 hrs

-Sd-

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

## **1. INVITATION OF BIDS**

This tender is invited for Change Management of the existing Voucher level Computerization (VLC) applications. The tender documents may be downloaded from the website <u>www.agpunjab.gov.in</u>, <u>https://gem.gov.in/cppp</u>or <u>www.eprocure.gov.in</u>. The downloaded bid documents shall be submitted along with a bank Demand Draft / banker's cheque towards Earnest Money Deposit (EMD) amounting to Rs.20,000/-in favor of **"Pay and Accounts officer, office of the Accountant General (A&E), Punjab & UT, Chandigarh"** drawn on any of the Nationalized Banks payable at Chandigarh failing which the bid will be rejected. Bidders should write their name and full address at the back of the Bank draft / banker's cheque submitted.

- **1.1 Essential** The bidder(s) must be a company registered under the Companies Act 1956/2013.
- 1.2 Desirable Should have either developed Government Accounting/Management software application using Oracle database/Voucher Level Computerization (VLC) module or carried out Change Management there in any Government Department.

#### And

The Bid document placed in sealed Envelope superscripted as **'Change Management of VLC'** comprises of two envelopes i.e. One envelope superscripted as "Technical Bid' (Annexure I) and another as 'Financial Bid" (Annexure II) should be submitted on or beforelast date of submission of bid. Please ensure that all the documents as prescribed in various sections are enclosed with the bid document.

- **1.3** The requirements of all relevant subsections of the tender document may be complied with.
- 1.4 Sealed 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 in this office. The method of submission of tender, amount of Earnest Money/Security Deposit, scope of work and General Terms and Conditions applicable has been mentioned in Section 2 and 3. 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 Financial Bid) to this Notice Inviting Tender.

- 1.5 Place of opening the Tenders: Chamber of DAG (A/c's and VLC) Office of the Accountant General (A&E) Punjab & UT, Chandigarh. Validity of Tenders: 90 days from the date of opening of tender.
- 1.6 The Bidder will not enforce its own condition in his bid. 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 Accountant General (A&E) Punjab & UT, Chandigarh, in this regard shall be final and binding on all.
- 1.7 The tenders completed in all respects must reach this office by Registered or speed post or dropped in the tender box up to Last date for submission of bids. The bid may also be submitted online on www.eprocure.gov.in and in such case, the EMD must be deposited offline and must reach this office by registered post or speed post latest by last submission date of tender.The tenders received after the scheduled date and time will not be accepted.
- 1.8 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.

Sd/-

**Deputy Accountant General (Admin)** 

Section-2

## **BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS**

#### 2.1 Introduction

The Accountant General (A&E), Punjab & UT. Chandigarh (Purchaser), plans to select service provider for Change management of Voucher Level Computerization (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 an Application, Voucher Level Computerization (VLC) running in Oracle 11g with RedHat LINUX Operating System. 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 may study the system to assess the volume of work by visiting the office during the office working hours before the last date of submission of bid.

#### 2.3 Scope of Work:-

Sr. No.	Issue
1	Provision to Generate Finance Accounts statements and appendices in A4 Printable
	format with figures rounded off along with comma separators as per new SoP, with a
	provision to generate Finance Accounts statements and appendices in whole Rupees.
2	Changes in Source code of A4 module of Appropriation Accounts to depict figures in
	comma separator convention as per new SoP.
3	Provision to generate data of Finance Accounts and Appropriation Accounts in machine
	readable formats.

## 2.3.1 Details of work

## A. Rounding off principles

i) The proposed rounding off SoP is based on the following principles / precepts.

Figures / data of all the Statements of the Finance Accounts, as applicable, shall be generated from the VLC in absolute figures, which shall be shared with the respective Audit Office for their audit as part of the certification process of the annual accounts along with statements with rounded off figures.

- All parts and sectors of the accounts, Consolidated Fund Receipts & Expenditure, Public Accounts – various sectors and Contingency Fund will be first prepared in whole of Rs. in Excel.
- Respective Statement of Finance Accounts will have its granular component figures (first line of figures, e.g., Major Head level figures for the Statement 4A or Minor Head level figures for Statement 17) machine rounded in Crore or Lakhs as the case may be.
- iv) Totals of the entry level rounded figures (component figures) depicted in the statement shall be the sum total for one higher level. All grand totals (e.g., at Major head and Sector level) will be the sum of the sub totals at one lower level.
- v) The Summary Statements and the Detailed Statements will not be tallied through their grand totals but a footnote "The difference between Summary and Detailed Statements is due to rounding in ` Crore/ Lakhs respectively" will be carried.
- vi) In case of opening balances carried forward from last year, the balances should be carried forward as the absolute figure in the system.
- vii) Differences for the Statements in the Finance Accounts having two-side entries will be added as an entry "on account of rounding" in Credit or Debit side as may be necessary and further be explained by footnote.
- viii) Figures in the Grant-wise details in the Appropriation Accounts shall be machine rounded off in lakhs (use "Round" function in excel / rounded figure directly from VLC) up to two decimal places. The Summary of Appropriation Accounts shall be prepared in thousands of Rs. and rounded off without any decimal (as is the existing practice).

## B. <u>Rounding off rules</u>

- i) The rounding off shall be machine based and shall meet the following rounding off rule.
- ii) For the Detailed Statements of the Finance Accounts and Appendices, rounding off of the absolute figures to the two decimal points to depict the figures in terms of Rs. in lakh (use "Round function in excel / rounded figure directly from VLC).
- iii) For the Summarised Statements of the Finance Accounts, rounding off of the absolute figures to the two decimal points to depict the figures in terms of in crore (use "Round" function in excel / rounded figure directly from VLC).
- iv) Rounding off of the absolute figures to the two decimal points, as relevant to the

grant-wise details or the Summary of Appropriation Accounts.

## C. Rounding off procedure

- i. The rounding off procedure shall, *mutatis mutandis*, include the following steps / processes.
- ii. Import absolute data from the VLC as relevant for a statement or subset in a separate VLC table / excel sheet.
- iii. Generate figures / data for Statements as per absolute figures.
- iv. Administer machine rounding in terms of lakhs and crores as per the levels applicable (use "Round" function in excel / rounded figure directly from VLC). This shall apply to all the Detailed Statements and Summarised Statements of the Finance Accounts and the Statements of the Appropriation Accounts.
- v. Ensure the absolute figures and rounded off figures are available at the same place / co-located in a separate VLC table / excel sheet to depict the variations.
- vi. Machine rounding off has the effect of neutralizing rounding up and rounding down and shall not be subjected to any adjustments.
- vii. Generate Statements as per the machine rounded off figures.
- viii. A concordance table showing variations due to sigma of rounded off figures and the grand total rounded off as per the absolute figure shall be prepared using appropriate rounding off level for reference.

## 2.4 Deliverables

- a. Project Plan.
- b. Check List for temporary site for testing.
- c. Updated System Manual (Copied from existing one if available /Updated) or need to be written a fresh.
- d. Installation Manual.
- e. System Administration Manual.
- f. User Manual.
- g. Test Plan including documentation of the test results and review reports after bug fixing and fine tuning, if any.
- h. Source Code.
- i. Training.
- j. Implementation/Warranty support.

## 2.5 Time Frame:-

The work will be taken up and completed within **Three Months** from the date of commencement. During this period the vendor has to deploy minimum one resource person onsite to attend the work efficiently.

## 2.6 Documents comprising the bid (Technical Bid) (Annexure I)

- i. 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 3-year minimum experience as well as list of engineers whom they will be able to provide to this office in case they are selected.
- ii. Minimum turnover of Rs.20 lakh per year for last 3 Years. CA (Chartered Accountant) certificate to be attached.
- iii. Person signing the bid shall bind the bidder as the "Constituted Authority of the company/firm".
- iv. Letter of undertaking regarding acceptance of all the terms and condition of this tender document.
- v. At least three (3) Satisfactory performance certificate regarding development/modification/maintenance of application in Oracle from any Govt./semi Govt. organization or PSU in last 3 years.

## 2.7 Price

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

## 2.8 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.

## 2.9 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.

## 2.10 Opening of Bids:-

All sealed bids will be opened inside office premises on the date of opening of tender. before the bidders present. If deemed necessary, Purchaser may seek clarifications on any aspect from the biddertill last date of seeking clarification. 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.

## 2.11 Preliminary examination of Bids:-

Purchaser will examine the bids to determine whether theyare 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.

## 2.12 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.

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

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.

#### 2.14 Signing of Contract

The successful bidder has to sign a contract including the conditions 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.

## 2.15 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.

## 2.16 Performance Security:-

The contractor shall furnish performance security to the purchaser to the extent of 10% of the value of the contract value in the form of Performance Bank guarantee (PBG) within 15 days of award of the contract failing which necessary action will be taken by this office.

- **2.16.1** The PBG will be valid for a period of 180 days beyond the stipulated date for cessation of the contract which is co-terminus with the warranty period.
- **2.16.2** No interest is payable on the PBG.
- **2.16.3** PBG will be realized by the purchaser in case of termination of the contract for unsatisfactory performance and/or non-performance of the contract.
- 2.17 Tax Deduction At source: TDS and GST as applicable will be effected from the bills

**2.18 Payment**:- Payment shall be released by O/o the Accountant General (A&E), Punjab, Chandigarh, only after completion of work and receipt of successful test report duly approved by the concerned user section/wing and after final signoff The 10% of the contract amount, kept as Performance security will be released after the completion of the service period of 24 Months after final signoff. In case the vendor fails to provide satisfactory services than the performance guarantee is liable to be forfeited by this office.

Signature of tenderer duly stamped and seal

#### **GENERAL CONDITIONS OF CONTRACT**

#### 3.1 Definition

In this document the following terms shall be interpreted as indicated

Terms	Definition
Purchaser	Accountant General (A&E) Punjab & UT, Chandigarh
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 change / 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

The bidder shall be responsible for suggesting the office concerned on the requirements like switches, UPS points, connectivity, etc. required and final testing & final installation of, 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, after the installation 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(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 minimum 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.

This office may also implement additional change management works in the VLC application during the warranty period and this will not hamper the existing warranty.

## 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 notbeen 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:

- Forfeiture of his 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 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, 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 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 price of unprovisioned/ undelivered services for 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 partymay 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 Chandigarh 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 purchaser.

## **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 shall be subject to deductions (such as IT & GST) 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.

## 3.25 Special terms and conditions

- 1) The Application, Voucher Level Computerisation (VLC) is running in Oracle 11g on the Server with Linux Operating System Software.
- 2) The Application has 15 different Modules for the compilation of Monthly/Annual Accounts.
- 3) The application as well as Oracle 11g database is available on the Production Server. However, a separate spare Test Server (ACER Altos R-920 High-end Server) will be provided to the vendor. The vendor has to prepare this test server by its own by loading Linux, Oracle 11g and VLC application for change management work. The requisite software is available with the Office. After completion of work, the changes made during change management will be implemented on the production server.
- 4) The vendor can visit the office premises on any working day from 9.30 AM to 5.00 PM to view the data structure before submitting their quotes.

4.	BID Details:		
4.1	Bid Particulars		
Name	of the bidder		
Addres	ss of the bidder		
Contac	ct details of the executive to whom all	references shall be made regarding	this tender:
Name			
Design	nation		
Addres	SS		
Teleph	none	Fax No	
Email a	address		

**Bidder Seal** 

## 4.2 Bid Letter

Date: dd/mm/yyyy

То

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

Reference: Tender No. \_\_\_\_\_ Dated \_\_\_\_\_

Sir,

We hereby declare:

- i. That we are reputed manufacturers/companies/organizations/firms and/or Oracle channel 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.
- 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 90 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 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 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

## 4.3 <u>Undertaking</u>

## <u>Undertaking</u>

- (a) We have understood the requirements of this project and shall provide all services as per the requirements of this bid document.
- (b) I/We accept all the terms and conditions of this tender document.
- (c) The 24 month onsite service warranty shall remain intact even in case the VLC application is migrated to any higher version (As mentioned in Note3 of Annexure I)
- (d) I/ We hereby confirm and declare that our firm 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.
- (e) There is no complaint or penalty against us regarding delayed supply and refusal of supply for which supply order grated by the client of any Govt. Department.

**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** 

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

Date: dd/mm/yyyy

То

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

Reference: Tender No. \_\_\_\_\_Dated \_\_\_\_\_

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).

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** 

# **Technical Bid**

# CHANGE/MODIFICATION MANAGEMENT IN VLC APPLICATION AT THE OFFICE OF ACCOUNTANT GENERAL (A&E) PUNJAB & UT, CHANDIGARH

1	Name of the Company
2	Address (with Tel. No., Fax no. & e-mail address)
4	Contact Number
5	(a) PAN Number
	(b) GSTN no.
6	Details of EMD Deposited and cost of Tender (DD/Cheque number, Date, Amount)

Sr. no. 7	Particular (copy of supporting documents duly self attested) 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 3 year minimum experience as well as list of engineers whom they will be able to provide to this office in case they are selected.	Enclosed (Yes or no)	Attached at page no. (Page numbering compulsory)
8	Minimum turnover of Rs. 20 lakh per year for last 3 Years. CA (Chartered Accountant) certificate to be attached.		
9	Letter of undertaking regarding acceptance of all the terms and condition of this tender document (Para 4.3)		
10	At least three Satisfactory performance certificateregarding development/modification/maintenance of application in Oracle from at any Govt./semi Govt. organization or PSU in last 3 years.		
11	Person signing the bid shall bind the bidder as the "Constituted Authority of the company/firm". A authority letter on the company letter head authorizing the person to Sign the bid document shall be Enclosed.		

## **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 90 days from the date of opening of the Financial Bid.

(Signature of authorized signatory)

**Note 1**: 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 numbers of page enclosed in bid should be mentioned in the covering letter.

**Note 2**: In case the vendor intends to claim any relaxation under government provisions than the supporting documents must be enclosed along with the bid.

**Note 3**: This office may/may not Migrate/Upgrade the current VLC application from oracle 11g to any Higher version. The warranty of this Change Management work shall continue with same terms and conditions in the newly migrated application version.

(Signature of authorized signatory)

#### Annexure II

## **Financial Bid**

For incorporating **CHANGE/MODIFICATION MANAGEMENT IN VLC APPLICATION 2023** at the Office Of Accountant General (A&E) Punjab & UT, Chandigarh

Format for the submission of bid

Sr.No	Item	Costs
		(In INR)
	Incorporation of Change/Modification in VLC Application	
1	as mentioned under scope of <b>work including Two year</b> onsite maintenance warranty from final signoff.	
2.	Applicable Taxes	
3.	Grand Total	

Grand Total (in words) \_\_\_\_\_\_

Signature and Seal of authorized signatory

Dated:

## **ANNEXURE - III**

#### Format of PERFORMANCE BANK GUARANTEE

of the contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs.... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractors(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We (name of the bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so make by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) have no claim against us for making such payment.

4. 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 the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the office of the Accountant General (A&E) Punjab & UT, Chandigarh certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

5. We (name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contract(s) from time of time or the postpone for any time or from time to time any of the powers exercisable by the Government against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, of extension being granted to the said contract(s) for any forbearance, act or omission on the part of the Government of any indulgence by the government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (name of the bank)..... also undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the .....day of .....

Signature For..... (indicate the name of the bank)

Telephone No(s)

FAX No.

e-mail:

[to be issued on non judicial stamp paper, stamped in accordance with the Stamp Act]

# Check List

**1.** The **Technical Bid** (Eligibility Criteria) 'original' and 'copies' should be placed in one sealed **Envelope I** super scribing '**Technical Bid for** \_\_\_\_\_ **Dated** \_\_\_\_\_' as per requirements mentioned at para **2.6.** Please ensure that allthe documents as prescribed in Section 2 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 **Rs20,000/- (Rupees Twenty Thousand only)**. The EMD should be submitted in the Sealed Envelope of Technical Bid **"Annexure I"** 

4. The **'Financial Bid'** should be as per the **Annexure II** and other relevant instructions and placed separately in the sealed Envelope II duly superscribed as Financial bid for Tender no.\_\_\_\_\_

5. All the **pages are duly numbered** and the reference has been made wherever required.

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

## Key Events & Dates

Tentative dates
11/09/2023
27/09/2023
03/10/2023 up to 11:00 hrs
04/10/2023 at 11:00 hrs
06/10/2023 at 11:00 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.