



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3551869  
Dated/दिनांक : 09-06-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-06-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-06-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Accountant General, Odisha
Office Name/कार्यालय का नाम	Odisha
Item Category/मद केटेगरी	Custom Bid for Services - Change Management in SAI Application
Contract Period/अनुबंध अवधि	4 Month(s) 3 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	564630
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	28231

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Senior Accounts Officer  
Odisha, NA, Accountant General, Odisha, Comptroller and Auditor General (CAG) of India  
(Pothula Chitti Babu)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Scope of Work:**[1686312150.pdf](#)**Service Level Agreement (SLA):**[1686312157.pdf](#)**Payment Terms:**[1686312163.pdf](#)**GEM Availability Report ( GAR):**[1686312216.pdf](#)**Custom Bid For Services - Change Management In SAI Application ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Change Management in SAI Application
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Simanchala Gouda	751001,Office of the Principal Accountant General(A&E), Keshari Nagar, Bhubaneswar, Odisha 751001	1	N/A

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), ODISHA, BHUBANESWAR****Tender No:****Website :-** <https://cag.gov.in/ae/odisha/en/tenders>**Email:-** [agaeorissa@cag.gov.in](mailto:agaeorissa@cag.gov.in)

EDPCell/FileNo-262/Vol-II/2023-24

Date : .06.2023

**NOTICE INVITING TENDER**

The office of the Principal Accountant General (A&E), Odisha, invites bids for change management in SAI System.

Tender/bid document containing conditions of prequalification, detailed scope of work, etc., can be downloaded from <https://cag.gov.in/ae/orissa/en/tenders> and, <https://gem.gov.in/> The cost of bid document is Nil and EMD is ₹ 28,232/- (Rupees Twenty Eight Thousand Two Hundred Thirty Two only).

<b>Events</b>	<b>Tentative dates</b>
<i>Date for publication of NIT</i>	09.06.2023
<i>Last date for receipt of Queries from bidders</i>	20.06.2023
<i>Last date for submission of bids</i>	22.06.2023
<i>Opening of technical bids</i>	22.06.2023
<i>Opening of financial bids</i>	26.06.2023

**Sd/-****Sr. Deputy Accountant General (Admn.),  
Office of PAG (A&E), Odisha, Bhubaneswar**

## Tender Document

Tender documents contain the following:

### Table of Contents

<b>SL.No.</b>	<b>Contents</b>	<b>Page no.</b>
<b>1</b>	<b>Invitation for Bids</b>	<b>3</b>
<b>2</b>	<b>Background, Scope of work and Instruction to Bidders</b>	<b>5</b>
<b>3</b>	<b>General Conditions of Contract</b>	<b>10</b>
<b>4</b>	<b>Bid Details</b>	<b>14</b>
<b>5</b>	<b>Technical Bid (Annexure I)</b>	<b>19</b>
<b>6</b>	<b>Performance Bank Guarantee (Annexure II)</b>	<b>21</b>

## 1. INVITATION OF BIDS

This invitation to tender is for work of Change Management of the existing SAI Package. The tender documents may be downloaded from the website <https://cag.gov.in/ae/orissa/en/tenders>, or <https://gem.gov.in>. The downloaded bid documents shall be submitted along with a bank Demand Draft / banker's cheque towards Earnest Money Deposit (EMD) amounting ₹ 28,232/- in favor of **“Pay and Accounts Officer O/o the Principal Accountant General (A&E) Odisha, Bhubaneswar”** drawn on any of the Nationalized Banks payable at Bhubaneswar 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.

**1.2 The bidder should have developed Government Accounting software application using Oracle database/SAI/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.

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

**1.4** Tenders are invited under two bid systems (i.e. Technical Bid and Financial Bid), from reputed manufacturers/companies/organizations/firms or Oracle channel partners for Change Management in SAI Package 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) to this Notice Inviting Tender.



- 1.5** Validity of Tenders: 120 days from the date of opening of tender.
- 1.6** 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 Principal Accountant General (A&E) Odisha Bhubaneswar, in this regard shall be final and binding on all.
- 1.7** The tenders completed in all respects must be submitted only through GeM Portal. However, the EMD in case of online mode must be deposited offline and reach this office by Registered or speed post or dropped in the tender box up to **last submission date of tender**. The tenders received after the scheduled date and time will not be accepted.
- 1.8** The bidder shall self-attest 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.

**Sd/-**

**Sr. Deputy Accountant General (Admn.)**

## 2. BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

### 2.1 Introduction

The Principal Accountant General (A&E) Odisha, Bhubaneswar (Purchaser) plans to select service provider for Change management of SAI 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 SAI package running in Oracle 12 C with Linux Red Hat Operating System. The existing system will continue to function till the proposed change management system is completed in all respects, output verified by the user and accepted. It will also have to be ensured that the user interface i.e., look & feel and user operations at the front end remain the 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 to the existing pension package.**

This office has SAI Package software based on Oracle 12 C with Linux Red Hat Operating System. The existing system needs change management as per the new SOP and other requirements.

#### **1. In the existing system, the following technical issues are faced: -**

- a) In cases of re-approval of pension cases, it is observed that no new batch file is generated, date of approval in the Print job remains unchanged i.e., old date of approval.
- b) Generation of blank intimation slips against some approved cases.
- c) **Online case:** - In online cases which are received through IFMS portal in text format: - After uploading these text file in SAI System in existing facility most part of the column either remains blank or became incorrect. Now it is rectified manually, some other issues related to online text file transfer like- closing of inward number of records, warning message in old pension cases those file IDs are available in SAI System Progress Report etc.

- d) Restriction in changing od section related to letter exist currently. Change Management is needed to enable us to change sections.
- e) **DSC related:** - DSC facility is still not available in some Authorities/Intimation slip like SSA Incoming/Outgoing (Pension, Family Pension/Revision), Pro-rata Cases, Invalid cases, Forwarding letters to PSA (Return letter with Service Book). Return Case letters, Intimation letter of Family Pension etc. in Authorities/Intimation. Required modification in the existing DSC is needed.

## 2. New features to be added:

- a) To send NDC requisition to concern LTA Sections with attachment and receipt report of NDC after filling the data by Treasury sections through SAI System.
- b) Transfer of Pension letters in bulk from one user to another or from one section to another.
- c) Provision for Revision/Reopen for Family Pension/LTA in SSA cases.
- d) Adding a feature of date of final dispatch to post office in SAI System: - There is no provision in SAI system to record/upload/the date of scanning activities and the date of final dispatch of the pension authorities to Post Office., which is now ascertained from Record-III section. Provision may be made for exhibition of date regarding dispatch of pension authorities by Record-III section in SAI System also.

## 3. Family Pension to all the eligible state govt. employees covered under NPS: -

State Government have extended the benefits of family pension to all the eligible State Government employees covered under NPS upon their in-service death vide Finance Deptt. Notification No 28746/F dated 11.10.2021. The provision for family pension shall be guided by Odisha Civil Services (Pension) Rules, 1992.

## 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. The 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. EMD of ₹ 28,232/-(Rupees Twenty-Eight Thousand Two Hundred Thirty Two only) in the form of account payeeDD/Banker's Cheque in favor of Pay and Accounts Officer O/o Pr.AG (A&E) Odisha, Bhubaneswar has to be submitted in original. (*Bid validity should be 120 days after the last date of opening of financial bid.*)
  7. The person signing the bid shall bind the bidder as the 'Constituted Authority of the company'.
  8. At least 3 work orders and 3 satisfactory performance certificates regarding development/modification/upgradation of application of similar nature at any Govt./PSU/semi govt. in the last 3 years.
  9. Letter of undertaking regarding acceptance of all the terms and conditions of this tender document.
  10. Letter of undertaking regarding the company is not blacklisted by any Govt./Semi-Govt. Organization or PSU.

## 2.6 Price

The 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. The purchaser may, if so desired, ask the bidder to give a presentation for the purpose of clarification. All expenses for this purpose, and 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 the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity. The 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 considered 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 the contract to increase or decrease the scope of work with or without any change to other terms and conditions.

## **2.13 Signing of Contract**

The successful bidder must sign a contract provided along with the condition provided in the tender document, incorporating all agreements between the parties. The cost of the 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 Security Deposit**

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 including forfeiture of the Earnest Money Deposit will be taken against the contractor.

- a) The PBG will be valid for a period of 14 months from the date of completion of the work.
- b) No interest is payable on the PBG.

- c) PBG will be realized by the purchaser in case of termination of the contract for unsatisfactory performance and/or non-performance of the contract.

**2.16 Tax Deduction At source: IT and GST** as applicable will be affected by the bills.

**2.17 Payment: -**

Payment shall be released by O/o the Pr. Accountant General (A&E), Odisha, Bhubaneswar, 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	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 and Performance guarantee of 10% of the total cost will be release subjected to satisfactory performance at the end of 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	Pr. Accountant General (A&E) Odisha, Bhubaneswar
Contract	The agreement entered 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 SAI /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 the 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 the 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 the Purchaser's prior written consent. The permission, if any, of Purchaser must 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. The 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 subcontractor'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 timeschedule 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 EMD 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, its likely duration and its cause(s) before the scheduled delivery or provisioning date. The purchaser shall evaluate the situation after receipt of the bidder's 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 will 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**

The 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 the performance of the contract to the extent not terminated.

### **3.16. Arbitration**

The 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 Bhubaneswar 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 Principal Accountant General (A&E) Odisha, Bhubaneswar.

### **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

Sr. Deputy Accountant General (Admn)  
Office of the Pr. Accountant General (A&E), Odisha,  
Bhubaneswar -751001

**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 the Purchaser and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to 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 the 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

**Sr. Deputy Accountant General (Admn),  
Office of the Principal Accountant General (A&E)  
Odisha, Bhubaneswar-751001**

**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.

<b>S. No</b>	<b>Section No.</b>	<b>REQ No.</b>	<b>Page No</b>	<b>Statement of deviations and variations</b>

**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,

Sr. Deputy Accountant General (Admn),  
Office of the Pr. Accountant General  
(A&E), Odisha, Bhubaneswar -751001

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 SAI PACKAGE APPLICATION AT  
THE OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E) ODISHA,  
BHUBANESWAR

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 certificates 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 blacklisted 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 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****Pro-forma for Bank Guarantee for Agreement – Performance bank guarantee**

Reference No. \_\_\_\_\_ Date \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

To

Sr. Deputy Accountant General (Admin)  
Office of the The Principal Accountant General (A&E)  
Odisha, Bhubaneswar

**Ref: Tender No. ----/2023**

Against agreement vide advance acceptance of the Tender No. ---/2023 covering implementation of Change management in SAI Package in A&E office of Odisha (hereinafter called the said 'agreement') entered into between The Sr. Deputy Accountant General (Admin), Office of the Principal Accountant General, Odisha, Bhubaneswar (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. 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 forbear 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)**