

Tender document for VLC Change Management 1.0 at AG (A&E), WB



भारतीय लेखा तथा लेखा-परीक्षा विभाग
महालेखाकार (लेखा एवं हक), पश्चिम बंगाल
Indian Audit And Accounts Department
Accountant General (A & E), West Bengal



Tender No. PAGAE-ITSM0ITSC(EDP)/2/2019-ITSC

Date: 04/06/2024

E-TENDER DOCUMENT

For

“VLC Change Management 1.0”

At

Office of the Accountant General (A&E), West Bengal

Note: This document contains a total of 25 pages. No change in the document by the bidder is permissible.
Bidders are requested to go through the tender documents in detail before submission of their bids.

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Bid Information Sheet

Document Description	Tender Document for “ VLC Change Management 1.0 ” at the Office of the Accountant General (A&E), West Bengal”
Tender Document No.& Date	PAGAE-ITSM0ITSC(EDP)/2/2019-ITSC Date: 04/06/2024
Bid Submission	Submission of the bid through Central Public Procurement Portal (e-Procurement) of Government of India (https://eprocure.gov.in/eprocure/app)
Due date & time for submission of queries/clarification for Pre Bid Meeting	18/06/2024 (15:00 Hrs)
Pre Bid Meeting Date & Time and Place	19/06/2024 (15:00 Hrs) Office of the Accountant General (A&E), West Bengal, Treasury Buildings, 2- Government Place (West), Kolkata – 700 001.
Last date & Time of Submission of Bids	25/06/2024 (15:00 Hrs)
Bid Opening Date	26/06/2024 (15:00 Hrs)
Bid Validity	Six Months from the last date of submission of tender.
Bid Security/EMD	₹10,000/- (Rupees Ten Thousand only) in the form of Demand Draft drawn on any Nationalised/ Scheduled Bank in favour of “ PAO (Audit), O/o the Pr. Accountant General (A&E), WB ” payable at 'Kolkata’.
Name, Designation, Address and other details (For Submission of Response to Tender Document)	The Deputy Accountant General (A/cs & VLC) and ITSM Office of the Accountant General (A&E), West Bengal, Treasury Buildings, 2- Government Place (West), Kolkata – 700 001.
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites https://eprocure.gov.in/eprocure/app. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

Necessary queries/consultation regarding the scope of work, if any, may be made during working days (Monday to Friday) between 03:00 to 05:00 PM under prior intimation to Sr. Accounts Officer/IT Support cell (033-22138110)

**Sr. Accounts Officer
IT Support Cell**

Section-1

1. Introduction

1.1. BACKGROUND AND OBJECTIVE

1.1.1. The Office of the Accountant General (A&E) West Bengal, Kolkata under the Indian Audit and Accounts Department is a representative of the Comptroller and Auditor General of India, New Delhi, a constitutional Authority, and is entrusted with the functions relating to maintenance of Accounts of the State Government, authorizing Pension payment and maintenance of the Provident Fund Accounts of the State Government employees of West Bengal.

1.1.2. The VLC Application Software is a custom made Application developed for compilation and generation of the Accounts of the State Govt. The VLC Application is developed using Oracle 11g Application with Oracle 11g database. There are 3 separate Servers for running this Application i.e. Database server, Application server and Real Time Backup server. The servers are running with Red HAT Linux (Version 6.9) Operating System. The client machines are accessing the Application through standard web browsers i.e. Internet Explorer.

1.2. DOCUMENT PURPOSE

1.2.1. Office of the Accountant General (A&E), West Bengal, on behalf of the President of India, invites open tenders through e-Procurement from reputed firms having expertise in the field of Software Development and System Integration for 'VLC Change Management' of this office.

1.2.2. The firm is required to perform some development work to incorporate some changes/upgradation/modifications in the existing VLC Application. **The detailed Scope of Work is provided in Section-5, Para 5.1 of this Tender Document.**

Section - 2

DEFINITIONS

2. Definitions :

“Authorized Signatory” shall indicate the authorized person/signatory who can discuss and correspond with the Purchaser, with regard to the obligations under the Contract.

“Bid” shall mean the technical and financial bid submitted by the Bidder along with all documents /credentials/ attachments, formats, etc. in response to this tender document in accordance with the terms and conditions hereof.

“Bidder” shall mean the firm who submitted the response in accordance with the provisions of this tender document.

“Contract” shall mean the letter of award against bidder’s proposal and all the attached documents listed in the tender document including all amendments / clarifications thereof.

“Contract Price” shall mean the price payable to the Service Provider under the Work Order for the full and proper performance of its contractual obligation.

“Goods” means all the equipment/material/services, which the Vendor is required to supply/provide to the tendering authority under the Contract.

“Purchaser” shall mean Office of the Accountant General (A&E), West Bengal.

“Purchase Order/Work Order” shall mean the order placed on the Service Provider by the Purchaser under his signature or his authorized representative including all attachments and Appendices thereto and all documents incorporated by reference therein.

“Services/Work” shall mean requirements defined in this Tender Document including all necessary and additional services associated thereto to be delivered by the bidder.

“Service Provider or Vendor” shall mean the successful bidder to whom the work order for the services is awarded.

“Selected Bidder or Successful Bidder” shall mean the eligible and substantially responsive Bidder who will be selected for the work based on bids submitted in respect of this tender document.

“Warranty” shall mean that product/service is free from defects for the period mentioned in this document.

Section - 3

INSTRUCTIONS TO BIDDERS

3.1 One Proposal per Bidder

Each bidder shall submit only one set of Proposal. If a bidder submits more than one Proposal, the Proposals shall be rejected.

3.2 Cost of the Proposal

The bidder shall bear all costs associated with the preparation and submission of its Proposal, presentations including travel cost incurred, etc. The purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

3.3 Minimum Pre- Qualifying / Eligibility Criteria

The bidder(s) should fulfil the following minimum Pre- Qualifying / Eligibility Criteria:

Sl No.	Minimum Eligibility Criteria	Supporting Documents to be submitted
1.	The bidder should be registered under Companies Act, 1956 or respective Department of the State Govt.	Copy of Company Registration Certificate/ Certificate of Incorporation /Trade License.
2.	The bidder shall have valid PAN Card and GST Registration certificate.	(a) Copy of PAN Card. (b) Copy of GST registration certificate.
3.	The bidder should be ISO 9001:2008 or higher certified company	Copy of relevant Certificate
4.	The bidder should have submitted the valid Earnest Money Deposit (EMD) in the form of Demand Draft issued by Nationalised/ Scheduled Bank.	Demand Draft in Original
5.	Bidder (s) should have an average annual turnover of not less than ₹20 Lakh for the preceding 3 financial years ending with March 31, 2024 (viz. FY 2023-24, FY 2022-23 and FY 2021-22). Note: The revenues only accrued from Software Development/System Integration and Associated Services will be considered for this.	Copy of audited Balance Sheets and Profit and Loss (P/L) statement
6.	Bidder (s) should be a profit making company for each of the last 3 preceding years ending with March 31, 2024 (viz. FY 2023-24, FY 2022-23 and FY 2021-22).	Copy of audited Balance Sheets and Profit and Loss (P/L) statement and Income Tax Return for the last three years.

7.	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal.	Self-declaration certificate.
8.	The Bidder shall have successfully executed similar scoped projects of a minimum consolidated value of ₹5 Lakh during any of the last 3 years for State Government/ Central Government/PSU Organizations in India. Note: <i>This office reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.</i>	Copies of the Work Orders/Completion certificates (within the last 3 preceding years) issued by competent authority from respective Purchaser with date and stamp.
9.	The Project Manager (PM) should be experienced in execution of Government IT projects of similar nature.	Self-declaration certificate.

3.4. Pre-bid Meeting

The pre-bid meeting shall be held in the office of Purchaser on the scheduled date & time given above. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of Pre-bid meeting is to clarify the issues raised by bidders.

The queries/ clarifications shall be submitted in the format as provided in **Section-6, Format-III** of the tender. Each Bidder shall send only one e-mail containing the Pre-Bid Queries. In case of more than one e-mail only the queries provided in the first e-mail shall be considered.

The purchaser reserves the right to change the time and venue of the Pre-Bid Meeting. The purpose of the Pre-bid meetings is also to explain the conceptualization of the project, its salient features, bidding terms and conditions and such other details as the purchaser may wish to communicate.

3.5. Procedure for Submission of Bid

In order to participate in the bidding process, bidders shall follow the procedure described below for submitting their bids. Failure to do so may result in the bid being eliminated at the examination stage as nonresponsive.

The entire tendering process will be completed end to end through e-Procurement Portal of Central Public Procurement portal (CPPP), Govt. of India. Bids submitted offline will not be taken into consideration at all.

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The entire proposal is to be submitted in Four Covers, i.e EMD, Pre-Qualification, Technical and Financial separately in the following manner:

Cover - I - EMD – Scanned Copies of the EMD submitted.

However, the original Earnest Money Deposit (EMD) as mentioned in para 3.7 is to reach at the office of the Purchaser before the last date & time of submission of the bids.

Cover - II –Pre-Qualification

The Prequalification Cover shall contain the following documents:

(a) **Bid Application Form on the letter head of the bidder** as per format provided in Section 6 – Format-I of this tender document.

Documents related to Minimum Pre-Qualification/Eligibility Criteria as listed in (b) Section 6 – Annexure-B related to General Eligibility, technical competence and experience of the bidder(s).

Cover - III –Technical

The detailed Technical Proposal as per Guidelines provided in Section 6 - Annexure-A of the tender.

Cover - IV – Financial

The Financial bid in accordance with the prescribed BOQ format only. The BOQ format has been uploaded along with the tender.

3.6 Validity of the Response to Tender Document

The Bidder shall submit the response to tender document which shall remain valid up to **Six months** from the date of opening of tender (“Bid Validity”).

3.7 Bid Security / EMD (Earnest Money Deposit):

(a) The Bidders are requested to submit their bid documents along with Earnest Money Deposit of **₹10,000/- (Rupees Ten Thousand only)** in the form of Demand Draft drawn on any Nationalised/ Scheduled Bank in favour of **“PAO (Audit), O/o the Pr. Accountant General (A&E), WB”** payable at **'Kolkata’**. **Bids submitted without valid EMD will summarily be rejected.**

(b) *The eligible bidders will be provided with the Exemption in depositing the Earnest Money Deposit (EMD) as per existing rules issued by the Govt. of India from time to time.*

(c) The original Earnest Money Deposit (EMD) is to reach at the office of the Purchaser on or before the last date & time of submission of the bids.

(d) EMD in original not received by this office with in the last date & time of submission of the bids will be considered as Bid submitted without EMD and will be rejected.

(e) EMDs of all the unsuccessful Bidders will be returned after the Work Order is issued to successful Bidder.

(f) The EMD amount of the successful Bidder will be released only after submission of the Performance Guarantee @ **3%** of the total value of Work Order.

(g) The Bid security (EMD) will be forfeited, if the Successful Bidder withdraws his bid within the bid validity period of 6 months specified in the tender documents.

(h) The Bid security (EMD) will be forfeited, if any Bidder withdraws his bid at any stage during the tender evaluation process.

3.8 Bid Price

(a) **The price quoted shall be on a fixed price basis and shall include Goods and Services Tax (GST) and all costs, charges, taxes and duties as applicable for the services.** All other charges, duties and other outgoings, whatsoever of every description shall be paid by the bidder. **No price variation on any account shall be considered.**

(b) It is mandatory for all the bidders to quote in the prescribed BOQ format only. The BOQ format has been uploaded along with the tender. **The bidder shall quote for all the parts of the works separately.**

(c) If the rates received are considered abnormally low or unreasonably high, the purchaser reserves its right to reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Services.

(d) An Abnormally Low bid is the one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

3.9 Opening of Bids and Evaluation Parameter:

Evaluation of the Proposal will be done in four stages, i.e. EMD submission, Pre-Qualification, Technical & Financial:

- (a) Bids received without valid EMD will not be considered for evaluation.
- (b) The Pre-qualification criteria of the bidders will be evaluated for qualifying for the next stage.
- (c) The Technical Proposal of only those bidders will be evaluated who meet the minimum pre-qualification criteria.
- (d) The Bidders who qualify in the Technical Evaluation will be considered for opening of Financial Bids.

3.10 Evaluation of Minimum Pre- Qualifying / Eligibility Criteria

(a) For the evaluation of Minimum Pre-Qualifying / Eligibility Criteria, the documents furnished by the Bidder will be examined to check if all the eligibility requirements mentioned in the **para 3.3** are fulfilled and furnished in accordance with the formats provided in the tender.

(b) Proposal not meeting the pre-qualification criteria shall be rejected and will not be considered further.

3.11 Evaluation of Technical Proposal:

(a) The Technical Evaluation Committee, appointed by the Purchaser shall evaluate the technical bids. Bidders should give a presentation on their proposed solution along with the Proof of Concept in front of the Evaluation Committee at a date, time and location determined by the Purchaser with 5-6 days' notice. They are expected to reply to all the

queries from the Evaluation Committee during the presentation which would be of a maximum of 1-hour duration. The presentation would be part of technical evaluation process.

(b) The purchaser shall accept only written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

3.12 Award of Contract:

The Purchaser will issue an Award Of Contract (Work Order) to the successful bidder whose bid has been determined to be substantially responsive and accepted by this office.

3.13 PURCHASER's Right to accept any bid, reject any or all bids

Purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Purchaser's action.

3.14 Sub-Contract:

Neither the contract nor any right granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the bidder/s, and any such attempt to sell, lease, assignment or otherwise transfer shall be void and of no effect. The bidder/s shall not permit anyone other than its personnel to perform any of the work, service or other performance required by the vendor under the contract.

3.15 Canvassing:

No bidder is permitted to canvass on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

Section - 4

GENERAL CONDITIONS OF CONTRACT (GCC)

4.1. Application

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

4.2 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.

4.3 Backup Support

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

4.4 No Claim Certificate

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

4.5 Technology Transfer

The vendor shall be responsible for ensuring a proper handover of system and required technical details/technology to Purchaser or its authorized representative(s).

4.6 Confidentiality

The vendor understands and agrees that all materials and information marked and identified by Purchaser as 'Confidential' are valuable assets of Purchaser and are to be considered Purchaser's proprietary information and property. Nothing contained in this contract shall limit the vendor from providing similar services to any third parties or reusing the skills, knowhow, and experience gained by its employees in providing the services contemplated under this contract.

4.7. Payment Terms:

(a) No advance payment or payment for the period of technical study/requirement analysis shall be considered.

(b) 100% payment will be made on completion of the project and final acceptance by this office including test run as well as successful running of the software and after handing over the documentation relating to the work subject to submission of requisite Performance Bank Guarantee.

(c) Invoice in triplicate duly receipted by the vendor is to be submitted for making necessary payment.

(d) The payment will be made through e-Payment. The vendor has to submit the filled in ECS Mandate form at the time of submission of the invoice.

4.8 Deduction

Payments, as envisaged in section 4.7 shall be subject to deductions towards any tax (such as tax deducted at source) or duty or cess of any amount, for which the bidders is liable as per law under the agreement against this tender.

4.9. Performance Security/ Performance Bank Guarantee (PBG):

(a) Performance Guarantee @ 3% of total value of the work order to be deposited with this office in the form of Bank Guarantee or Demand Draft drawn on any Nationalised/Scheduled Bank in favour of “**PAO (Audit), O/o the Pr. Accountant General (A&E), WB**” payable at ‘**Kolkata**’. **The Performance Security should cover the full warranty period plus 60 days.** The specimen format of the Performance Bank Guarantee is attached as **Section 6 – Format-II** in this tender document.

(b) Performance security shall be forfeited by the Purchaser in the event of failure on the part of vendor to complete its obligations under the Contract or breach of contract conditions.

(c) The Performance Bank Guarantee will be returned to the vendor without any interest on satisfactory performance and on fulfillment of warranty obligations for the complete terms of the contract.

4.10 Signing of Formal Contract:

(a) The vendor has to sign a formal **Contract Agreement** with the purchaser within 21 days from the date of issue of Letter of Acceptance, if required.

(b) Non-fulfillment of the condition of executing a Contract Agreement by the Vendor, if sought for, would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit.

4.11. Penalty for delay in Completion of Work:

(a) The time schedule for completion of work, installation etc. is to be strictly adhered to for implementation of the project, as time is essence of the contract.

(b) Any unjustified and unacceptable delay in completion of the work beyond the delivery schedule as mentioned in Section-5, para 5.2 of the tender shall render the Vendor liable to pay for liquidated damages at the rate of **1.5% (one and half percent)** of the total value of the work order per week subject to a **maximum of four weeks** which will be recovered from the final bill to be paid. Thereafter this office holds the right to cancel the Work Order entirely invoking forfeiture of the EMD and/or Bank Guarantee of the vendor as found appropriate.

(c) Regarding whether the delay in completion of the work has taken place on account of reasons attributable to the vendor or not, the decision of the Purchaser shall be final.

4.12 Force Majeure:

During Force Majeure i.e. Acts of God, war, floods, riot, earthquake, general strike, lock outs, epidemics, civil commotions, the vendor shall inform the Purchaser immediately and provide their best possible service in given circumstances, and resume services as soon as possible after force majeure ceases.

4.13 Cancellation of Contract

The Purchaser reserves the right to cancel the contract of the vendor and suitable legal action may be undertaken by the Purchaser along-with forfeiture of EMD or encashment of Bank Guarantee as deemed appropriate on the following circumstances:

- (a) The vendor has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- (b) The vendor commits a breach of any of the terms and conditions of the bid/contract.
- (c) The vendor goes into liquidation voluntarily or otherwise during the execution of contract.
- (d) The progress regarding execution of the contract made by the vendor is found to be unsatisfactory.
- (e) The vendor is found incompetent to carry out the work as per requirement of this office.

4.14 Termination for Default:

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or in part if the vendor fails to deliver any or all the services within the time period specified in the contract, or any extension thereof granted by Purchaser, or if the vendor fails to perform any other obligation(s) under the contract. In the event Purchaser terminates the contract in whole or in part, pursuant to this clause, Purchaser may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the vendor shall be liable to Purchaser for any excess costs for such similar services. However, the vendor shall continue performance of the contract to the extent not terminated.

4.15 Jurisdiction of courts in case of dispute

These terms and conditions and this contract are governed by laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of bid has been received, i.e., Kolkata. Courts of Kolkata shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions/contract.

4.16 Arbitration

In the event of any dispute or differences between the Service Provider or Vendor and the Purchaser whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in any manner

- (a) the construction or interpretation of terms and conditions of this contract
- (b) the respective rights and liabilities of the parties hereto there under
- (c) any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give written notice to the other of the same, and such dispute or difference shall be and hereby referred to the arbitration of such person as the office of the Accountant General (A&E), West Bengal, may nominate and the decision of such arbitrator shall be conclusive and binding on the parties hereto. The provisions of the Arbitration and Conciliation Act, 1996 shall apply.

Section – 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.1. Scope of Works:

The detailed Scope of Works given below. All the parts of the works shall be taken up by the Service Provider simultaneously.

PART-I

Change Management to achieve new SoP issued by GA Wing

Annual Accounts	
1.	Rounding off figures and comma separators as per new SoP issued by the GA Wing. Simultaneously, system's ability to generate unrounded figures (whole rupees figures) as OB, addition/deletion and CB etc. for validation with rounded figures for FA & AA by internal audit local audit, inspection team, HQs' team.
2.	Facility to update Opening balances of Heads of Accounts, which are closing to balances by unrounded figures, as per new guidelines.
3.	Availability of unrounded figures for Audit using Computerized aided Audit Tools.
4.	Facility to check data consistency as per MSO (A&E) at the time of data received from IT system.
5.	Facility to emit the data in a machine-readable format, as per DATA act recommendations, to enable Finance Accounts Vol II to be made electronically or for other requirements, if any.
6.	Import absolute data from the VLC as relevant for statement or sub-set in a separate VLC table/excel sheet.
7.	Generate figures/data for Statements as per absolute figures.
8.	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.
9.	Machine rounding off has the effect of neutralizing rounding up and rounding down and shall not be subjected to any adjustments.
10.	Generate Statements as per the machine rounded off figures.
11.	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 of the Audit.
12.	Generate Statements/Appendices/Summary of Appropriation Accounts & Grant wise details in Spreadsheet format.
13.	The new application/module would have to be platform independent and should be compatible to future up-gradation of client operating system, since the earlier version of A4 module was incompatible with other than Window XP.
14.	The Statements/ Appendices/ Summary of Appropriation Accounts & Grant wise details should be compatible to be generated either in MS Excel or Office 365.
15.	Provision to update the OB/CB of Head of Accounts which are close to balance by unrounded figures.

PART-II

16.	Provision for Data Flow from Middleware Server to WBIFMS
17.	Facility for extraction of processed data from VLC and transmission to WBIFMS server
18.	An SMS/Email Notification facility shall be incorporated in the proposed Middleware Server so that alerts on discrepancies, if any observed after compilation of the VLC data may be issued by this office to the DDO/Department. The same notification shall be reflected on the dashboard developed for this purpose
19.	Provision for online submission of MCA, Report on Expenditure, Warning slip, No Objection Certificate for Employees loan. Annual Loan balance of Institutional loan with SMS/email and digital signature facilities.
Change Management on CFRA	
1.	Facility to export data in the CFRA formats without manual intervention, preferably through an Application Programming Interface (API).

5.1.1 Inspection and Testing:

The vendor will test all operations and accomplish all adjustments (tuning) necessary for successful integration of the project to the satisfaction of the purchaser. The project will be treated as “**complete**” only if:

- (a) User Acceptance Test (UAT)/Final Acceptance Test (FAT) is completed.
- (b) User manuals on maintenance/operation and all other manual have been handed over to the purchaser.
- (c) Two softcopies of the Final Source code along with security audit certificate, if any, along with detailed documentation have been handed over to this purchaser.

5.2. Delivery Schedule: The Vendor shall start the work within **one week** from the date of receipt of the work order and the entire work shall have to be delivered, installed and commissioned after due test run within a period of **One Months** from the date of acceptance of the Work Order keeping ample scope for bug fixing, documentation, etc. No request for the enhancement in price or extension of time schedule for successful completion of the work or installation would be entertained.

5.3 Development and Warranty:

- (a) **All development works / support have to be executed by the Service Provider at the site of the purchaser only. No proposal for Remote Access will be entertained.**
- (b) The Service Provider must provide a warranty for a minimum of **12 months** period from the date of issue of completion certificate.
- (c) The Service Provider is responsible for testing, hosting /re-hosting, fixing bugs and any problems that may arise on the development work till the warranty of the present scope of work is over without any additional payment. **Warranty will commence from the date of issuance of Completion Certificates by this office.**

5.4 Manual and Documentations: The following manuals/documentation including source code etc. are to be provided to the Purchaser before claiming the release of final payment. All the manuals and original source code will be the property of the Indian Audit and Accounts Department.

- (a) A complete set of User Manual on the maintenance / operation of the Developed Application.
- (b) System Administration Manual.
- (c) Two sets of complete updated source code in soft copy.
- (d) Any other Manual, if required.

5.5 Training: The Service Provider will provide training (at least one week) to the staff (5 to 10 personnel) of this office relating to the operation and maintenance of the developed Application to the selected staff. No separate fees/charges will be provided for training.

5.6 Additional work: The Service Provider is responsible for making changes, if any required, in the existing VLC Application Software at no extra cost.

5.7 Rights of the Purchaser to cancel any of the items of works: The Purchaser reserves the right to cancel any of the items/parts of the works as mentioned in the Scope of works depending upon the situation and requirements of this office and award Work Order for only parts of the works. If Work Order is already issued and parts of the works could not be undertaken due to some unforeseen reasons/administrative reasons, appropriate deduction will be made from the payment to the Service Provider in such cases.

5.8 Boarding and lodging: No travelling allowances, lodging, etc., will be provided by this office.

5.9 Copyright:

Any software, hardware, data, awards, certificates, patents, etc. shall be absolute property of the Purchaser. The vendor will transfer to the purchaser all Intellectual Property Rights in the software developed. The vendor shall provide the purchaser with the source code of the developed Application within **seven days** from the date of acceptance of the system. The source code supplied to the Purchaser shall at all times be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software.

Section 6

ANNEXURES AND FORMATS

Annexure-A

Guidelines for Technical Proposal

Technical Proposal should comprise the following:

- 1) A printed Bid Application Form as per Format-1, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not, otherwise, edit the content of the proposal cover letter.
- 2) The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this tender. It should articulate in detail, as to how the bidder's technical solution meets the requirements specified in the tender. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.
- 3) Proposals must be direct, concise, and complete. All information not directly relevant to this tender should be omitted. Purchaser will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this tender.
- 4) The bidder must address the following in their project implementation strategy:
 - (a) A detailed project schedule and milestone chart.
 - (b) Approach and methodology of design, development and management of the Application.
 - (c) Project management tools proposed to be used for project.
 - (d) Bidder's plan to address the key challenges of the project.
- 5) The technical proposal should address the following at the minimum:
 - (a) The proposal should have information specific to the tender requirement.
 - (b) Describe how the requirements of this office will be technically implemented.
 - (c) Project management plan including:
 - (i) Team composition and tasks assigned to them.
 - (ii) Implementation methodology and plan to include
 - Key deliverables and implementation objectives, and an implementation schedule
 - Roll-out plan
 - Indication of time frame
 - Acceptance testing plan
 - Escalation process during implementation
 - (iii) Quality Control and security assurance plan
 - (iv) Training plan

Annexure-B**Minimum Pre- Qualifying / Eligibility Criteria**

Sl No.	Minimum Eligibility Criteria	Supporting Documents to be submitted
1.	The bidder should be registered under Companies Act, 1956 or respective Department of the State Govt.	Copy of Company Registration Certificate/ Certificate of Incorporation /Trade License.
2.	The bidder shall have valid PAN Card and GST Registration certificate.	(a) Copy of PAN Card. (b) Copy of GST registration certificate.
3.	The bidder should be ISO 9001:2008 certified company	Copy of relevant Certificate
4.	The bidder should have submitted the valid Earnest Money Deposit (EMD) in the form of Demand Draft issued by Nationalised/ Scheduled Bank.	Demand Draft in Original
5.	Bidder (s) should have an average annual turnover of not less than ₹20 Lakh for the preceding 3 financial years ending with March 31, 2024 (viz. FY 2023-24, FY 2022-23 and FY 2021-22). Note: The revenues only accrued from Software Development/System Integration and Associated Services will be considered for this.	Copy of audited Balance Sheets and Profit and Loss (P/L) statement
6.	Bidder (s) should be a profit making company for each of the last 3 preceding years ending with March 31, 2024 (viz. FY 2023-24, FY 2022-23 and FY 2021-22).	Copy of audited Balance Sheets and Profit and Loss (P/L) statement and Income Tax Return for the last three years.
7.	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal.	Self-declaration certificate.
8.	The Bidder shall have successfully executed similar scoped projects of a minimum consolidated value of ₹5 Lakh during any of the last 3 years for State Government/ Central Government/PSU Organizations in India. Note: <i>This office reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.</i>	Copies of the Work Orders/Completion certificates (within preceding 3 years) issued by competent authority from respective Purchaser with date and stamp.
9.	The Project Manager (PM) should be experienced in execution of Government IT projects of similar nature.	Self-declaration certificate.

Place:

Date:

Authorised Signatory
(For and on behalf of the Bidder)

Annexure-C

CONTACT DETAILS

1	Name of the Bidder/Firm/Company	
2	Name of the contact person	
3	Mobile/telephone number of contact person as above.	
4	Full Postal address for communication	
5	E-mail address for communication	

Place:

Date:

Authorised Signatory
(For and on behalf of the Bidder with Office Seal)

FORMAT-I

(Bid Application Form)

(The Bid Application Form should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel.: _____

Fax: _____

E-mail address: _____

To

The Deputy Accountant General (A/cs & VLC) and ITSM,

Office of the Accountant General (A&E), West Bengal,

Treasury Buildings,

2- Government Place (West),

Kolkata – 700 001

Sub: Response to Tender No..... dated.....for
“VLC Change management 1.0”

Dear Sir,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail, the tender document, hereby submit our response to tender document in connection with the VLC Change management.

The details of Earnest Money Deposit submitted:

Tender No.	
EMD submitted	YES / NO (Please strike off whichever is not applicable)
Amount	
Demand Draft Details:	
DD No.	
Date of Issue	
Name of the Bank	
Bank Address	

CERTIFICATE AND DECLARATION

(a) We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/ documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

(b) We confirm that in response to the aforesaid tender document, we have not submitted more than one response to tender document including this response.

(c) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that the Purchaser is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.

(d) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, the Purchaser is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

(e) I/We assure the **Purchaser** that neither I/We, nor any of my /our workers, will do any act which is improper / illegal and will indulge in any such acts during the execution in case the tender is awarded to us.

(f) I/We assure the **Purchaser** that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.

(g) Our Firm / Company / Agency is not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.

(h) I/We certify that, I have understood all the terms & conditions, as indicated in enquiry of the tender document, and hereby give our unconditional acceptance to the same.

(i) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the competent authority for providing the requisite services.

Yours faithfully,

(Name, Designation and Signature of Authorized Person with Office Seal)

FORMAT-II

Format for Bank Guarantee for Contract – Performance bank guarantee

Reference No. _____ Date _____

Bank Guarantee No. _____

**To,
The President of India
Represented by the Accountant General (A&E)
Office of the Accountant General (A&E), West Bengal
Treasury Buildings,
2 Govt. Place (West)
Kolkata – 700 001**

Against contract vide advance acceptance of the Tender No. _____ dated _____ covering “VLC Change Management 1.0” in the office of the Accountant General (A&E), West Bengal (hereinafter called the said ‘contract’) entered into between **Office of the Accountant General (A&E), West Bengal** (herein called the Purchaser) and **M/s** _____ (*name of the Vendor*) of _____ (*address of the Vendor*) (herein called the Vendor/Service Provider) this is to certify that at the request of the Service Provider, we _____ (Name of the Bank), are holding in trust in favour of the Purchaser, the amount of **Rs.**_____ (*in words*) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Service Provider of any of the terms and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the Purchaser, regarding whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till _____ (viz. the date up to 12 months after the date of issuance of Completion Certificate plus 60 days) 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.

Tender document for VLC Change Management 1.0 at AG (A&E), WB

Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present bond being absolute and unequivocal.

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

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

This guarantee will 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)

FORMAT-III

(Format for queries / clarifications for the Pre Bid Meeting)

Bidders requiring specific points of clarification may communicate with the Purchaser during the specific period using the following format:

Tender No.

Name of Project: **VLC Change Management 1.0**

Name of the Bidder -

Contact No. & Address of the Bidder –

Name of the persons (maximum two) authorised to attend the Pre Bid Meeting-

Sl No.	Section No.	Para No.	Page No.	Query

Signature:

Name of the Authorized signatory:

Company seal:

Note: All the queries / clarifications for the Pre Bid Meeting are to be sent through eMail to bhattasd.wbl.ae@cag.gov.in with in the specified time and date as mentioned in the tender.