

भारत के नियंत्रक-महालेखापरीक्षक का कार्यालय

10, बहादुरशाह ज़फ़र मार्ग, नई दिल्ली - 110 124.

**OFFICE OF THE COMPTROLLER & AUDITOR
GENERAL OF INDIA**

10, Bahadur Shah Zafar Marg, New Delhi-110 124.

सरकारी लेखे अनुभाग

GOVERNMENT ACCOUNTS WING

Tender document

For

**Development and Implementation of Web based and
SMS based Services of Entitlements (GPF, Pension
and Gazetted Entitlements) in Field offices across
India**

Lr. No. 1128/GA-275/Action Plan –follow up/2018

Date 23/12/2019

Sub: Development and implementation of various services of Entitlements (GPF, Pension and GE functions) in AG's website.

O/o the Comptroller and Auditor General of India, Government Accounts wing proposes for automation of Services of Entitlement functions (GPF, Pension and Gazetted Entitlement functions) as part of the action plan for entitlements to improve the service delivery to stakeholders. The following services have to be implemented across several field offices

Web based services in GPF/Pension/GE

- | | |
|--|------------|
| 1. Facility to down load A/C slips | 1 office |
| 2. Facility to download Final Payment Authority | 14 offices |
| 3. Updation of Final payment details on daily basis | 10 offices |
| 4. Facility to view M/crs., Monthly OB-CB | 6 offices |
| 5. Facility to clear M/crs on line (to create a pop up window to fill/submit M.Crs clearance memo) | 14 offices |
| 6. Linking of captured GPF pre-computerized data to website | 16 offices |
| 7. Facility to register for SMS services | 9 offices |
| 8. Facility to download PPO/GPO/CPO | 11 offices |
| 9. Updation of Pension details on daily basis | 11 offices |
| 10. Online receipt of Pension finalisation applications (for developing interface in AG website to receive applications) | 13 offices |
| 11. Facility to download/view Payslips, Leave Account, Service details. | 8 offices |
| 12. Updation of details on daily basis | 8 offices |

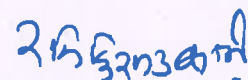
SMS based services in GPF/Pension/GE

- | | |
|---|-----------|
| 1. SMS alert on monthly Cr./Dr. | 6 offices |
| 2. SMS alert on receipt and finalisation of FW application | 8 offices |
| 3. SMS alert on receipt and finalisation of Pension/ Revision application | 4 offices |
| 4. SMS alert on receipt and finalisation of payslips | 5 offices |

(List of names of offices for which the above services are to be provided is enclosed)

In addition, issue of e-authorisations in respect of GPF final payments/pension payments also to be taken up in all the states having entitlement functions.

Accordingly sealed quotations are invited for implementation of the services in respective field offices.



Director (GA .)

Tender Document

Tender documents contain the following:

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S2	Background, Scope of work and Instruction to Bidders
S3	General Conditions of Contract
S4	Bid Details
S5	Templates & Forms

1. INVITATION OF BIDS

1.1 This invitation to tender is for implementation of web based and SMS based services in GPF, Pension and GE applications.

1.1.1 **Essential** - The bidder(s) must be a company registered under the Companies Act, 1956 and must be an Oracle Channel Partner.

The bidder (s) should have 10 year experience in providing similar IT solutions in Government offices where Government is Service Provider.

The bidder should have annual turnover of more than Rs. 5 crores.

The services performed under this contract shall conform to the latest international standards -ISO 9001:2015

1.1.2 **Desirable** – Should have either developed Government Accounting software application using Oracle database/SAI Pension module or carried out Change Management in GPF and GE applications there in any Government Department.

The Bid document placed in sealed Envelope superscripted as '**Web based services in GPF/Pension/GE and SMS based services in GPF/Pension/GE** should be submitted on or before **13.01.2020 up to 3.00PM** to **The Director (Govt. Accounts), Office of the Comptroller**

and Auditor General of India, 10 Bahadur Shah Zafar Marg, New Delhi-110002. Please ensure that all the documents as prescribed in various sections are enclosed with the bid document.

1. All bids must be accompanied by a Bank Guarantee of Rs. 5,00,000 (5 Lakh) from any Nationalized/ Scheduled/Commercial bank.

1.1.3 The requirements of all relevant subsections of the tender document may be complied with.

2. BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

2.1 Introduction

The Comptroller and Auditor General of India (Purchaser), plans to select service provider for providing Web based and SMS based Services in GPF/Pension and GE function in various field offices. 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.

2.1.1 Background of Existing Project

- (a) This department has SAI Pension package running in Oracle, GPF Packages and GEMS package in field offices. It will also have to be ensured that user interface i.e., look & feel and user operations at front end remain same.
- (b) Interested bidders are requested to study the system and assess the volume of work during the office hours between 10.00hrs to 13.00 hrs on working days from the date of publication of tender notice and before submission of bid.

2.1.2 Scope of Work for web based services and SMS based services

Web based services in GPF/Pension/GE

1. Facility to down load GPF Account slips 1 office
(Assam)
2. Facility to download Final Payment Authority 14 offices
(Assam, Chhattisgarh, Gujarat, Haryana, Himachal Pradesh, Karnataka, Madhya Pradesh-II, Manipur, Meghalaya, Nagaland, Punjab UT Chandigarh, Tripura Uttarakhand, West Bengal)

3. **Updation of Final payment details on daily basis** **10 offices**
(Chhattisgarh, Gujarat, Haryana, Himachal, Karnataka, MP-II, Manipur, Punjab UT Chandigarh, Tamil Nadu, Tripura)
4. **Facility to view M/crs., Monthly OB-CB** **5 offices**
(Assam, MP-II, Punjab UT Chandigarh, UP-I, UP-II)
5. **Facility to clear M/crs on line (to create a pop up Window to fill/submit M.Crs clearance memo)** **14 offices**
(Assam, HP, Karnataka, Kerala, MP-II, Maharashtra-II, Manipur, Meghalaya, Nagaland, UT Chandigarh, Tripura, UP-I, UP-II, West Bengal)
6. **Linking of captured GPF pre-computerized data to website** **16 offices**
(Assam, Chhattisgarh, Gujarat, Haryana, HP, Karnataka, MP-II, Manipur, Meghalaya, Nagaland, UT Chandigarh, Tripura, UP-I, UP-II, Uttarakhand, West Bengal)
7. **Facility to register for SMS services** **9 offices**
(Assam, Haryana, HP, Karnataka, MP-II, Maharashtra -II, Manipur, Meghalaya, UT Chandigarh)
8. **Facility to download PPO/GPO/CPO** **11 offices**
(Assam, Bihar, HP, J&K, Jharkhand, Karnataka, Maharashtra-II, Meghalaya, Nagaland, Punjab, Tripura, West Bengal)
9. **Updation of Pension details on daily basis** **11 offices**
(AP, Assam, Bihar, Haryana, HP, I&K, Jharkhand, Karnataka, Tamil Nadu, Telangana, Tripura)
10. **Online receipt of Pension finalisation applications** **13 offices**
(for developing interface in AG website to receive applications)
(AP, Assam, Bihar, HP, J&K, Karnataka, Meghalaya, Nagaland, Punjab, TamilNadu, Telangana, Tripura, West Bengal)
11. **Facility to download/view Payslips, Leave Account, Service details.** **8 offices**
(Assam, Bihar, Jharkhand, Karnataka, Manipur, Meghalaya, Nagaland, Tamil Nadu)
12. **Updation of details on daily basis (As above)** **8 offices**

SMS based services in GPF/Pension/GE

1. **SMS alert on monthly Cr./Dr.** **6 offices**
(Assam, Chhattisgarh, Karnataka, MP-II, UT Chandigarh, Tripura)
2. **SMS alert on receipt and finalisation of FW application** **8 offices**
(Assam, Chhattisgarh, Karnataka, MP-II, Manipur, UT Chandigarh, Tripura, UP-II)
3. **SMS alert on receipt and finalisation of Pension/ Revision application (Nagaland, Tripura)** **2 offices**

4. SMS alert on receipt and finalisation of payslips

5 offices

(Assam, Jharkhand, Karnataka, Manipur, Nagaland)

In addition, issue of e-authorisations in respect of GPF final payments/Pension payments also to be taken up in all the states having entitlement functions.

2.1.3 Deliverables

- A. Project Plan
- B. Check List for temporary site for testing
- C. Updated System Manual (Copied from existing one if available /updated) or need to be written a fresh.
- D. Installation Manual
- E. System Administration Manual
- F. User Manual
- G. Test Plan including documentation of the test results and review reports after bug fixing and fine tuning, if any.
- H. Source Code
- I. Training
- J. Implementation/Warranty support.

2.1.4 Tentative Time Frame:-

The work will be taken up and completed **within Six months** from the date of commencement. During this period the vendor has to deploy minimum one resource person onsite in all field offices to attend the work efficiently.

2.1.5 Documents comprising the bid

1. A letter on the bidder's letterhead i.e. describing the technical competence and experience of the bidder certifying the period of validity of bid from the last date of opening of bid
2. The corporate profile of the bidder (printed corporate brochure is preferred).
3. Latest audited annual financial results (balance sheet and profit & loss Statement) of the bidder for the last 3 years.
4. The bid security in the form of a bank guarantee issued by a Nationalised/Scheduled bank valid for 45 days beyond the validity of the bid or in shape of Demand draft in favour of Accounts Officer (Cash).
5. Quality certification, company profile and other documents required to establish fulfillment of criterion on technical parameters should be accompanied with the bid.
6. Person signing the bid shall bind the bidder as the 'Constituted Authority of the company.
7. Latest VAT, CST clearance certificate
8. Copy of IT document indicating last payment details

2.1.6 Price

Charges for development and implementation of these services may be given in prescribed template (Template 5.4). 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.

2.1.7 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.

2.1.8 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.

2.1.9 Opening of Bids

All sealed bids will be opened inside office premises on **14.01.2020 at 11:30 AM** before the bidders present. The bidders' names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details, as the Purchaser at their discretion, may consider appropriate, will be announced at the bid opening. If deemed necessary, Purchaser may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. Purchaser may, if so desire, ask the bidder to give presentation for the purpose of clarification. All expenses for this purpose, as also for the preparation of documents and other meetings, shall be borne by the bidders.

2.1.10 Preliminary examination of Bids

Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. A bid determined as not substantially responsive will be rejected by Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

Purchaser may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

2.1.11 Verification of Reference

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

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

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

2.1.13 Signing of Contract

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

2.1.14 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.

3 GENERAL CONDITIONS OF CONTRACT

3.1 Definition

In this document the following terms shall be interpreted as indicated

Terms	Definition
Purchaser	O/o the C&AG of India, Government Accounts wing , 10, BSZ Marg, New Delhi
Contract	The agreement entered into between Purchaser and the Bidder (s) as recorded in the contract form signed by Purchaser and the Bidder, including all attachment and annexure thereto and all documents incorporated by reference therein.
Bidder	The company with whom the order for Web based Services and SMS bases services in GPF, GE and Pension functions 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.

The services performed under this contract shall conform to the latest international standards **-ISO 9001:2015**.

The services should be (Computer Emergency Response Team) **CERT-in** security audit certified.

3.3 Use of Contract document and Information

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

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

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

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

3.4 Patent Rights

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

3.5 Performance bank guarantee

Within 7 days after the receipt of notification of award of the contract from Purchaser, the successful bidder shall furnish performance bank guarantee to the Purchaser (template given), which shall be Rs.5,00,000 (5 Lakh) in the form of a bank guarantee bond from a nationalized/scheduled bank as per the norms laid by the RBI. Payable at **New Delhi** drawn in favor of **Pay and Accounts Officer, C&AG of India, New Delhi**. Validity of the Performance Bank Guarantee shall be entire Warranty period *plus* 2 (Two) months.

Installation and provision of Services

The bidder shall be responsible for suggesting the office concerned on the requirements like switches, UPS points, connectivity, etc. required and final testing & final installation of, provisioning of services and making them fully operational. This will be evidenced by a certificate of acceptance duly signed and/or

countersigned by representatives of Purchaser. At the direction of Purchaser, the acceptance test of the system shall be conducted by the selected bidder in the presence of Purchaser and/ or authorized officials and/ or any other team or agency nominated by Purchaser.

The bidder shall conclude the acceptance test within project plan period, after the installation upgraded system and migration of data, in the presence of nominated officials of the purchaser present at site.

Should the acceptance tests not conclude to the satisfaction of Purchaser as Stated above in this section, the selected bidder(s) shall repair/replace/reconfigure/reprovision the upgraded system, at his cost, the whole or any part of the system as may be necessary for conclusion of the acceptance tests to the satisfaction of Purchaser within a further period of 15 days.

Should acceptance tests still not conclude to the satisfaction of Purchaser, the Purchaser shall have the right to reject the upgraded system in respect of which the acceptance tests are not satisfactorily concluded as provided in this section and to terminate this contract to the extent that relates to such requirements.

3.6 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.

3.7 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.

3.8 Warranty

The Service Provider shall submit a warranty for **minimum one year** from the date of completion of the work.

3.9 Warranty on Services

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

3.10 Payment Terms

No payment shall accrue until after the performance bank guarantee bond envisaged in section 3.6 been furnished.

3.11 Assignment

The bidder shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with Purchaser's prior written

consent. The permission, if any, of Purchaser has to be taken before award of the contract.

3.12 Sub Contract

The successful bidder (s) shall NOT subcontract all or any item/portion of the awarded work without written concurrence of the PURCHASER.

3.13 Delays in the bidder's performance

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

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

- Forfeiture of his performance bank guarantee and imposition of liquidated damages, and/ or termination of the contract for default.
- If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely installation of the software and performance of services, the bidder shall promptly notify Purchaser in writing of the fact of the delay, it's likely duration and its cause(s), before the scheduled delivery or provisioning date. Purchaser shall evaluate the situation after receipt of the bidders' notice and may at their discretion extend the bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the installation of software and performance of services is not found acceptable to the Purchaser, the above mentioned clause would be invoked.

3.14 Liquidated Damages during Delivery, Implementation & Warranty and penalty for deficiency in performance

Subject to section 3.15, if the bidder fails to provision/deliver any or all of the services within the time period(s) specified in the contract, Purchaser shall without prejudice to its other remedies under the contract, deduct from the Unit contract price, as liquidated damages, a sum equivalent to the 0.5% of the price of unprovisioned/ undelivered services for every week (seven days) or part thereof of delay, up to maximum deduction of 5% of the Unit contract price. Once the maximum is reached, Purchaser may consider termination of the contract pursuant to section 3.20. 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 (section 5.1).

3.15 Termination for Default

Purchaser may, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or in part:

- If the bidder fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by Purchaser pursuant to section 3.15, OR
- If the bidder fails to perform any other obligation(s) under the contract.

In the event Purchaser terminates the contract in whole or in part, pursuant to above mentioned clause, Purchaser may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the bidder shall be liable to Purchaser for any excess costs for such similar services. However, the bidder shall continue performance of the contract to the extent not terminated.

3.16 Arbitration

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

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 3.12 shall be subject to deductions (such as 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.

4. BID Details:

4.1 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

4.2 Bid Letter

To
The -----
Office of the C&AG of India

Date:
dd/mm/yyyy

Reference: Tender No. _____ Dated _____

Sir,

We hereby declare:

i. That we are Oracle partners and fulfill the other criterion specified in the Bid Document. We hereby offer to provide the services at the prices and rates mentioned in the attached commercial 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.

We enclose herewith the complete Bid as required by you. This includes:

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

We agree to abide by our offer for a period of 90 days from the date of opening of the bid prescribed by Purchaser and that we shall remain bound by a communication of acceptance within that time.

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

We hereby certify that the Bidder is a company and the person signing the tender is the constituted attorney. Bid Security in the form of a Bank Guarantee / Bank Draft issued by

_____ (bank) for an amount of **Rupees** _____ attached with the Bid document. 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.

4.3 Technical details of Services Offered

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

Undertaking

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

Bidder Seal

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

Certificate

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

Bidder Seal

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

Date: dd/mm/yyyy

To
The
Office of the C&AG of India.

Reference: Tender No. _____ Dated _____

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and scope of work. The entire work shall be performed as per your

specifications and documents. OR (Strike out whatever is not applicable).

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

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

Bidder Seal

5.1 Proforma for Bank Guarantee for Contract – Performance bank guarantee

Reference No. _____ Date _____

Bank Guarantee No. _____

To

The

O/o the C&AG of India

Against contract vide advance acceptance of the Tender No. _____ Dated _____ covering implementation WEB based services and SMS bases services for GPF, Pension and GE functions on Office of the C&AG of India across field offices (hereinafter called the said contract) entered into between The _____ (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 contract 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 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 fulfillment 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 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 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 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 contract or to extend time of performance by the Service Provider from time to time or to postpone for any time of from time to time any of the power exercisable by the Purchaser against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the said 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 _____ Name

(Bank's

common seal)

5.2 Bid Security Form

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for WEB based and SMS based services in GPF, Pension and GE functions for the PURCHASER (hereinafter called "the Purchaser"). KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (here in after called "the Bank") are bound unto the PURCHASER (hereinafter called "the Purchaser") in the sum of Rupees for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _day_ of 2018.

THE CONDITIONS of this obligation are:

If the Bidder(s) withdraws his bid during the period of bid validity specified by the bidder(s) in the bid; or

If the Bidder(s), having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

- i. Fails or refuses to execute the Contract Form, if required; or
- ii. Fails or refuses to furnish the Performance bank guarantee and Security deposit, in accordance with the instructions to Bidder(s).

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

5.3 TEMPLATES & FORMS

Contract Form

THIS AGREEMENT made on this _____ day of _____ between the office of the O/o the C&AG of India --- (hereinafter "the Purchaser") of one part and M/s

_____ (Name of Service Provider) (hereinafter "the Service Provider") of the other part:

WHEREAS the Purchaser is desirous that certain services should be provided by the Service Provider viz., _____ to PURCHASER and has accepted a bid by the Service Provider for the change/modification related and ancillary services in the sum of (Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

The Schedule of Requirements and the Requirement Specifications Agreement.

The General Conditions of Contract mentioned in the tender document, which would be reproduced suitably.

<p>Signed, Sealed and Delivered for "The C&AG of India, New Delhi by its constituted Attorney</p>	<p>Signed, Sealed and Delivered for M/s _____ by it's constituted Attorney</p>
--	---

Witness

Signature _____ Name _____ Designation _____
_____ Address _____ Bidder _____
_____ Date ___ **Bidder Seal**

Witness I

Signature _____ Name _____ Designation _____
_____ Address _____ Bidder _____
_____ Date ___

Bidder

Signature _____

Name _____

Designation _____ Address _____

Bidder _____ Date _____

Bidder Seal

Witness II

Signature _____ Name _____

Designation _____ Address _____

Bidder _____ Date _____

Bidders seal

5.4 Cost Sheet Template

S. No.	Description of Services	Total Service Charge for all sites	No. of sites #
1	Web services enabled for GPF/Pension and , SMS Enablement Services		
2	E authorisation - services enablement in AG Office GPF/Pension, where ever needed		
3	Security audit for CERT.in, PER SITE		
4	TAXES EXTRA (To be mentioned separately)		
5	To be arranged by the Vendor (Documentation support will be given by Field Office)		
(a)	Internet leased line with static IP, 5mbps 1:1 (If possibility of exploring, existing infrastructure may be explored)		
(b)	Link on Respective AG Office Website, for the IM server Access (If not by AG Office, Vendor has to do it)		
(c)	Digital signatures of the officers concerned , for E authorisation of the GDP/Pension		
(d)	SMS Facility to be procured by Vendor		
(e)	Any other requirement to be mentioned separately.		

Sites' Name to be mentioned.

Note: Every office has one old server with back-up devise with OS. Same may be used for this purpose.

