



**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E),
ODISHA : BHUBANESWAR**

No. EDP Cell/214/2019-20/187

Date:25.02.2020

**NOTICE INVITING TENDER FOR MIGRATION OF DATABASES & APPLICATIONS OF
VLC SERVER AND GPF SERVER TO A NEW SERVER**

Bid Information Sheet

Document Description	Tender Document for " Migration of databases & applications of VLC server and GPF Server to a new Server " at the Office of the Principal Accountant General (A&E), Odisha, Bhubaneswar and Puri Branch Office,Puri (VLC only)
Bid Submission	Submission of the bid through Central Public Procurement Portal (e-Procurement) of Government of India (https://eprocure.gov.in/eprocure/app)
Last date & Time of Submission of Bids	16.03.2020 (15:00 Hrs)
Bid Opening	16.03.2020 (16:00 Hrs)
Bid Validity	Three Months from the last date of submission of tender.
Bid Security/EMD	₹ 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft drawn on any Nationalised/ Scheduled Bank in favour of " Senior Accounts Officer (Cash)", Office of the Principal Accountant General (A&E), Odisha payable at 'Bhubaneswar'.
Name, Designation, Address and other details (For Submission of Response to Tender Document)	The Deputy Accountant General (Admn.),Office of the Principal Accountant General (A&E), Odisha, Bhubaneswar-751001
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.	

Sd/-
Deputy Accountant General (Admn)

Tender Document

Tender documents contain the following:

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1. BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

1.1 Introduction

The Principal Accountant General (A&E), Odisha, Bhubaneswar (Purchaser), invites bids/applications from different service providers for “Migration of databases & applications of VLC server and GPF Server to a new Server at Office of the Pr. Accountant General(A&E) and Puri Branch Office, Puri(VLC only).”

1.2 Background of Existing Project

(a) This department has VLC & GPF package running in Oracle 11g with LINUX RED HAT Operating System (3tier architecture) in different servers. The existing system will continue to function till the Migration of databases & applications of VLC server and GPF Server to a new Server is completed in all respect, output verified by the user and accepted. The new system will also have to maintain the same user interface whose look, feel and user operations at front end will remain same.

(b) Interested bidders are requested to study the system and assess the volume of work during the office between 10.00 hrs and 13.00 hrs on working days from the date of publication of tender notice and before submission of bid.

1.3 Scope of Workfor:-Migration of database & application of VLC server and GPF Server to a new Server

Sl . No.	
1.	Installation of operating system Redhat Linux 6.9 in new server
2.	Installation of Oracle 11g database suitable for running VLC and GPF

	application with RAID configuration
3.	Installation of Web logic server, Forms and Reports. Other components required for running VLC and GPF application
4.	Transfer of entire VLC and GPF database and the application to a new server
5.	Checking of Performance of the Server with full load and manage performance tuning
6.	Ensure the Printing and all other normal VLC and GPF application is functioning smoothly in production environment with Full load of Users
7.	Configuration of the Backup Server like the main server as per business continuity plan
8.	Any other activity required to run the application in live environment as it being currently run on the existing server
9.	Provision for automatic creation of backup files (oracles dmp files) in external storage media for backup and provision for transfer of backup data to off-site location electronically at pre-determined time intervals through FTP or other suitable methods.
10.	Training to the core group identified by the office for routine handling of the Server including restoration of data from different types of backup.
11.	Configuration of Server at Branch Office, Puri for VLC only.

1.4 Deliverables

- A. Project Plan
- B. Check List for temporary site for testing
- C. Updated System Manual (Copied from existing one if available /updated) or need to be written afresh.
- 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.

1.5 Tentative Time Frame:-

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

1.6 Bidder's Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the tender form.

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".

1.7 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, it must be clearly specified with the deviation statement separately. Similarly, in case the services being offered have 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.

1.8 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.

1.9 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.

1.10 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. The decision of the 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.

1.11 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.

1.12 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 INVITATION FOR BIDS

2.1 This invitation to bid is for "Migration of databases & applications of VLC server and GPF Server to a new Server at Office of the Pr. Accountant General(A&E) and Puri Branch Office, Puri(VLC only)."

2.2,Essential Qualification–

- a. The bidder(s) must be a company registered under the Companies Act (if not Public Limited) and Must be an Oracle Channel Partner.
- b. The bidder(s) should have either developed Government Accounting software application using Oracle database/VLC/GPF module or carried out Change Management thereof in any Government Department.

2.3The Bid document placed in sealed envelope superscribed as "**Migration of databases & applications of VLC server and GPF Server to a new Server** "should be submitted on or before **16.03.2020-up to 3.00PM**.Please ensure that all the documents as prescribed in various sections are enclosed with the bid document.

2.4Procedure 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 non-responsive.

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.

Four envelopes containing **EMD, Qualification, Technical and Financial bids** are to be submitted separately in the following manner:

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

Cover - II — Essential Qualification

The Cover-II shall contain the documents related to Minimum Qualification/Eligibility Criteria as listed in Section-II Para 2.2. All the documents are mandatory. The bid will be outrightly rejected in case of non-submission of any of the mentioned documents at 2.2 of Section-II.

Cover — III — Technical Bid

The duly filled in Bid details and Bid Application Form in Annex-A for **“Migration of databases & applications of VLC server and GPF Server to a new Server”**

Cover-IV — Financial Bid

The Financial bid is to be submitted by the bidder in Annex-B must be inclusive all taxes, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. If GST is chargeable it should be indicated with the rates thereof.

2.5 Submission of hard copy of the Supporting Documents

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. Quality certification, company profile and other documents required to establish fulfillment of criterion on technical parameters should be accompanied with the bid.
5. Person signing the bid shall bind the bidder as the “Constituted Authority” of the company.
6. The tenderer shall have to furnish Xerox copies of up to date GST, IT, PAN issued by the concerned authorities along with the tender, failing which the tender is liable for rejection.

(a) The bid shall be signed by the bidder or a person or persons duly authorized to enter into commitments on behalf of the bidder and contain the Office Seal of the firm/company.

(b) The bidder (s) shall submit the hard copies of the documents submitted as in Cover-II & III to this office within the last date and time of submission of bid.

2.6 Bid Security / EMD (Earnest Money Deposit):

a) The Bidders are requested to submit their bid documents along with Earnest Money Deposit of ₹20,000/- (Rupees Twenty Thousands only) in the form of Demand Draft drawn on any Nationalised/Scheduled Bank in favour of "Senior Accounts Officer (Cash), Office of the Principal Accountant General (A&E), Odisha" payable at Bhubaneswar. Bids submitted without valid EMD will summarily be rejected.

- b) The original Earnest Money Deposit (EMD) is to reach at the office before the last date & time of submission of the bids.
- c) EMD in original not received by this office within the last date & time of submission of the bids will be considered as Bid submitted without EMD and will be rejected.
- d) EMDs of all the unsuccessful Bidders will be returned after the Work Order is issued to successful Bidder.
- e) The Bid security (EMD) will be forfeited, if the Successful Bidder withdraws his bid within the bid validity period of 3 months specified in the tender documents.
- f) The Bid security (EMD) will be forfeited, if any Bidder withdraws his bid at any stage during the tender evaluation process.

2.7 Bid Price

- a) The prices should be quoted in Indian Rupees only.
Charges quoted by the bidder must be inclusive all taxes, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. If GST is chargeable it should be indicated with the rates thereof.

2.8 Opening of Bids and Evaluation Parameter:

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

- a. Bids received without valid EMD will be not taken for evaluation.
- b. The Technical Evaluation consists of detailed scrutiny of the proposal.
- c. The Bidders who qualify in the Technical Evaluation will be considered for opening of Financial Bids.

2.09 Evaluation of Minimum Qualifying / Eligibility Criteria

- a) For the evaluation of Minimum Qualifying / Eligibility Criteria, the documents furnished by the Bidder will be examined to check if all the eligibility requirements mentioned in the para 1.2 are fulfilled.
- b) Proposal not meeting the qualification criteria shall be rejected and will not be considered further.

2.10 Technical Evaluation:

The Technical Evaluation Committee shall evaluate and scrutinize the proposal in detail along with the Bid Application Form as mentioned in Annexure-A.

2.11 Award of Contract:

- a) The Office will issue a Letter of Award (Work Order) to the successful bidder whose bid has been determined to be substantially responsive and accepted by this office.
- b) The Letter of award is required to be acknowledged by the awardee on the duplicate copy, duly stamped and signed by the authorized signatory.

2.12 Right to accept any bid, reject any or all bids

This office 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. In case of any disputes pertaining to the Tender, the decision of this office shall be final and binding.

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

3 GENERAL CONDITIONS OF CONTRACT

3.1 Definition

In this document the following terms shall be interpreted as indicated

Terms	Definition
Purchaser	Principal Accountant General (A&E), Odisha, Bhubaneswar
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 Migration of databases & applications of VLC server and GPF Server to a new Server and other ancillary and incidental support services is placed and shall be deemed to include the bidder's successors, representatives (approved by Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.
Contract Price	The price payable to the bidder under the contract for the full and proper performance of his contractual obligations.
MM	Man Month

3.2 Application

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

3.3 Standard

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

3.4 Use of Contract document and Information

The bidder shall not, without Purchaser's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by

or on behalf of Purchaser in connection therewith, to any person other than a person employed by the bidder in the performance of the contract.

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

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

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

3.5 Patent Rights

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

3.6 Performance bank guarantee

The successful bidder shall furnish Contractual Performance Guarantee (CPG) to the Purchaser (template given), which shall be 5% of the contract value in the form of a bank guarantee bond from a Nationalized/Scheduled bank as per the norms laid by the RBI,

payable at Bhubaneswar, drawn in favor of Deputy Accountant General (Admin), Odisha, Bhubaneswar. In case no CPG is received of the said amount, Purchaser will withhold 5% of the contract value from the payment. The CPG or the withheld amount will be released after successful implementation of work.

3.7 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 of 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 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.

3.8 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.

3.9 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 systems 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.

3.10 Warranty

The Service Provider shall submit a warranty for minimum one year from the date of completion of Migration of database & application of VLC servers of Main Office, Bhubaneswar & Branch Office, Puri and GPF Server of Main Office Bhubaneswar to the new Servers.

3.11 Warranty on Services

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

3.12 Payment Terms

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

3.13 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.

3.14 Sub Contract

The successful bidder shall **not** subcontract all or any item/portion of the awarded work without written concurrence of the **Purchaser**. Such subcontracting, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract.

Purchaser shall have the right to direct the bidder to demonstrate the capacity/capability of the subcontractor to provide the service subcontracted to the desired specifications/requirements. If in the opinion of the purchaser the sub contractor's capacity to provide such services has not been satisfactorily demonstrated the purchaser shall have the right to direct the bidder to change the sub contractor.

3.15 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 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, imposition of liquidated damages and 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. Purchaser shall evaluate the situation after receipt of the bidders' notice and may at his/her 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.

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

Subject to section 3.15, if the bidder fails to provide/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 3.17. 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 5.3).

3.17 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.

3.18 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 thereunder 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.

3.19 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.

3.20 Applicable Law

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

3.21 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.

3.22 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.

3.23 Source Code

In case the bidder develops a module/does change management within the scope of work or otherwise as change management, the source code will be property of the Pr.Accountant General (A&E), Odisha.

3.24 Passing of Property

Ownership shall pass to the Purchaser after 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.

3.25 Deduction

Payments, as envisaged in section 3.12 shall be subject to deductions (such as TDS, GST) of any amount, for which the bidder is liable as per law under the agreement against this tender.

3.26 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 _____

Signature of Bidder (with official seal)

4.2 Bid Letter

Date: dd/mm/yyyy

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

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. 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 the offer 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 Twenty Thousand 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.

Signature of Bidder (with official 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.

Signature of Bidder (with official seal)

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

Date:

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

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

Signature of Bidder (with official seal)

5.1 Proforma for Bank Guarantee for Contract – Performance bank guarantee

Reference No. _____ Date _____

Bank Guarantee No. _____

To

The Deputy Accountant General (Admn)
O/o the Principal Accountant General (A&E), Odisha
Bhubaneswar
PIN-751001

Against contract vide advance acceptance of the Tender No. _____ Dated _____ for Migration of databases & applications of VLC server and GPF Server to a new Server in Office of the Principal Accountant General (A&E), Odisha, Bhubaneswar (hereinafter called the said contract) entered into between The Principal Accountant General (A&E), Odisha, Bhubaneswar (herein after called the Purchaser) and M/s _____ (herein after 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 TEMPLATES & FORMS

Contract Form

THIS AGREEMENT made on this _____ day of _____ between the office of the Principal Accountant General (A&E), Odisha, Bhubaneswar (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 Principal Accountant General (A&E), Odisha, Bhubaneswar by it's constituted Attorney</p>	<p>Signed, Sealed and Delivered for M/s _____ by it's constituted Attorney</p>
--	---

Witness Bidder

Witness I

Signature _____

Name _____

Designation _____

Address _____

Witness Purchaser

Witness I

Signature _____

Name _____

Designation _____

Address _____

Bidder _____

Date _____

Date _____

Bidder Seal

Witness II

Witness II

Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

Bidder _____

Bidder _____

Date _____

Date _____

Bidder Seal

Seal

Annexure-A

PROFORMA FOR TECHNICAL BID

Application for Migration of databases & applications of VLC server and GPF Server to a new Server at Office of the Principal Accountant General(A&E) and Puri Branch Office, Puri(VLC only)

Criteria		
1	Name of Service Provider	
2	Nature of the company (i.e. Sole Proprietor or Partnership service provider or a Company or a Government Department or a Public Sector Organization)	
3	Full Address of Reg. Office Tele No. Fax no. &Email Address	
4	Bank of Agency with full address (Attach Bankers certificate of account maintenance for the last two years)	
5	Registration No. of Service provider	
6	PAN of the Service provider	
7	Service Tax paid during FY 2017-18& 2018-19	
8	Financial Turnover of the last two FY and IT returns of the agency for FY 2017-18& 2018-19	
9	Documents supporting the experience of the service provider	
10	Certificate of satisfactory performance from the organization to whom the service was provided	
11	Affidavit by the service provider that it is not blacklisted etc.	

Signature of Authorized Signatory

Date:

Name:

Place:

Seal of service provider

Declaration

1. I ----- S/o -----
Proprietor/Director of the Service provider/company, mentioned above, is competent to sign this declaration and execute this tender.
2. I have carefully read and understood all the terms and conditions, as mentioned in the tender documents, and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/document would lead to rejection of my/our tender besides liabilities for prosecution under appropriate law.

Full Name and Signature of Authorized Signatory

Place:

(Seal of Service provider/Company)

Date:

Annexure-B
PROFORMA FOR FINANCIAL BID

To,

**The Deputy Accountant General (Admn))
O/o the Principal Accountant General (A&E), Odisha
Bhubaneswar**

Sub: Quotation for award of contract for **Migration of databases & applications of VLC server and GPF Server to a new Server at Office of the Principal Accountant General(A&E) and Puri Branch Office, Puri(VLC only)**– reg.

Sir,

With reference to your Tender No. ----- dated -----
on the subject cited above I/We quote the price for above mentioned work as under: -

Migration of databases & applications of VLC server and GPF Server to a new Server at Office of the Principal Accountant General(A&E) and Puri Branch Office, Puri(VLC only)	Price	Tax if any

I/we accept all the terms and conditions of your letter referred to above.

Yours faithfully,

(Name /Seal of service provider/company)