



**PRINCIPAL ACCOUNTANT GENERAL (A&E),  
ODISHA, BHUBANESWAR**

No-EDP- Cell/262/2017-18/131

Date:10 01.2018

**NOTICE INVITING TENDER**

The office of the Principal Accountant General (A&E), Odisha, Bhubaneswar invites bids for change management of SAI Pension. Tender/bid document containing conditions of prequalification, detailed scope of work, etc., can be downloaded from <http://www.agodi.cag.gov.in> and submitted the same personally or through post/courier along with required documents to the Sr DAG (Admn) O/o the Pr. A.G.(A&E), Odisha Bhubaneswar, Pin-751001 so as to reach on or before **30.01.2018 up to 3.00 PM.**

The cost of bid document is Nil and bid security is Rs. 20,000/- (Rupees Twenty Thousand only).

Sd/-

**Sr.Deputy Accountant General (Admn),  
Office of Pr. AG (A&E), Odisha, Bhubaneswar**

## Tender Document

Tender documents contain the following:

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### **1. INVITATION OF BIDS**

**1.1** This invitation to tender is for Change Management of the existing SAI Pension 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.

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

1. The Bid document placed in sealed Envelope superscripted as '**Change Management of SAI Pension**' should be submitted on or before **30.01 2018 up to 3.00PM**. Please ensure that all the documents as prescribed in various sections are enclosed with the bid document.
  
2. All bids must be accompanied by a Bid Security of Rs.20,000 (Rupees Twenty Thousand only) in the form of Bank draft payable by Bank draft/Banker's Pay Order in favor of "Accounts Officer, Pr. A.G (A&E), Odisha, Bhubaneswar" or in the form of Bank Guarantee 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 Pr. Accountant General (A&E), Odisha, Bhubaneswar (Purchaser), plans to select service provider for change management of SAI Pension. 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 an Pension package running in Oracle 10g with LINUX RED HAT Operating System (3tier architecture) respectively. The existing system will continue to function till the Change Management of SAI Pension is completed in all respect, output verified by the user and accepted. It will also have to be ensured that user interface i.e., look & feel and user operations at front end remain same.
- (b) Interested bidders are requested to study the system and assess the volume of work during the office 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

#### SAI-Pension application:-

Sl.No	Proposed New Provision
1	<b>Changes required in SAI Pension Application due to implementation of Seventh CPC Report.</b>
(i)	Creation of master data of new pay matrix and linking of last pay to corresponding scale in pay matrix for population in the field <b>Pay Scale</b> .
(ii)	<b>Addition of current DA to last pay</b> drawn in order to assess the DCRG payable, like central pension cases./Extension of benefits of Gratuity to employees covered under NPS.
(iii)	Enhancement of <b>DCRG maximum limit</b> and <b>minimum pension/family pension</b> amount for both state and central pension.
2	Provision for indexing of downloaded online application for <b>revision of Pension</b> in SAI RRD, on the basis of Seventh CPC recommendations and designing of interface for bulk uploading of revision data in Pension Module of IFMS.

3	Changes required for <b>re-distribution of Departments (re-organisation)</b> among pension sections, consequent upon implementation of online pension case receipt.
4	Implementation of <b>back-up policy</b> including R_Man Back up and others as per Hqr's guideline.
5	Generation of Outward No. for <b>despatch of Try. NDC</b> from RRD Section to Treasury <b>Sections (Local)</b> and designing of report for despatch list, outstanding list of cases i.r.of which NDC has not been received in SAI RRD.
6	Provision for retaining <b>same File ID for resubmitted cases</b> received from PSA both online and offline with changed inward No. and Application No. in System Date and generation of a report on returned cases not resubmitted by PSA as on date with Date/PSA/Deptt. parameter. The resubmitted cases are to be highlighted in pending List of pension cases.
7	Comparing of Pension cases received with the list of retired Govt. Servants and generation of report on <b>Non receipt of Pension Application of already retired</b> employees.
8	Noting of <b>GPF minus balance cases</b> in SAI Application, which are to be auto populated for recovery when the case is received and processed in SAI System <b>(with alert message)</b> .
9	<b>Customization of Data Sheet</b> Report for Regular and Revision Cases received online and offline.
10	Generation of a <b>report on Posted/Unposted Items of Challans</b> under Foreign Service Module.
11	Generation of a report regarding list of PPO/CPO/GPO authorities <b>neither disbursed nor cancelled.</b>
12	Customization of some of the <b>existing Reports</b> as well as creation of some <b>new reports</b> relating to online receipt of Pension cases.
13	Some miscellaneous work involving minor <b>customization in Form</b> like displaying city name and district of PSA in Annexure 'A' and binding of Sub Try with Try name etc..

### 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 four months from the date of commencement. During this period the vendor has to deploy minimum one resource person onsite to attend the work efficiently.

#### **2.1.5 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 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 **30<sup>th</sup> January 2018 at 4.00 P.M.** 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	Pr.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 SAI Pension Change / modification and other ancillary and incidental support services is placed and shall be deemed to include the bidder's successors, representatives (approved by Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.
Contract Price	The price payable to the bidder under the contract for the full and proper performance of his contractual obligations.
MM	Man Month

#### **3.2 Application**

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

#### **3.3 Standard**

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

#### **3.4 Use of Contract document and Information**

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

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

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

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

#### **3.5 Patent Rights**

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

#### **3.6 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 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 Sr Deputy Accountant General (Admin), Odisha, Bhubaneswar.

#### **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 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.

### **3.8 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 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.

### **3.10 Warranty**

The Service Provider shall submit a warranty for minimum one year from the date of completion of the Change Management of SAI Pension work.

### **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 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 (s) shall NOT subcontract all or any item/portion of the awarded work without written concurrence of the PURCHASER. Such subcontracting, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract.

Purchaser shall have the right to direct the bidder to demonstrate the capacity/capability of the subcontractor to provide the service subcontracted to the desired specifications/requirements. If in the opinion of the purchaser the sub contractor's capacity to provide such services has 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(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.

### **3.16 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 un-provisioned/ 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).

### **3.17 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 there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings. The venue of arbitration shall be the place from where the contract is issued i.e. Jurisdiction of Bhubaneswar Court.

### **3.19 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 bidders support professional develops a module/does change management within the scope of work or otherwise as change management, the source code will be property of the Pr. Accountant General (A&E), Odisha.

### **3.24 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.

### **3.25 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.

### 3.26 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 \_\_\_\_\_

### Bidder Seal

### 4.2 Bid Letter

Date: dd/mm/yyyy

To  
The Sr 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 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 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.

**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 Sr 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

**Bidder Seal**

**5.1 Proforma for Bank Guarantee for Contract – Performance bank guarantee**

Reference No. \_\_\_\_\_ Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To

**The Sr 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 \_\_\_\_\_ covering implementation of SAI pension in Office of the Pr. Accountant General(A&E) (hereinafter called the said contract) entered into between The Pr. Accountant General of India (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 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 \_\_\_\_\_ Name \_\_\_\_\_

**(Bank's common seal)**

### **5.2 Bid Security Form**

Whereas \_\_\_\_\_ (hereinafter called 'the Bidder') has submitted its bid dated \_\_\_\_\_ for Change Management of SAI Pension for the PURCHASER (hereinafter called "the Purchaser").

KNOW ALL MEN by these presents that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter 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 Pr.Accountant General (A&E), Odisha (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><b>Signed, Sealed and Delivered for “The Principal Accountant General (A&amp;E), Odisha, Bhubaneswar by it’s constituted Attorney</b></p>	<p><b>Signed, Sealed and Delivered for M/s _____ by it’s constituted Attorney</b></p>
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**Witness Bidder**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Bidder \_\_\_\_\_

Bidder \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Bidder Seal Bidder Seal**

**Witness I Witness II**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Bidder \_\_\_\_\_

Bidder \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Bidder Seal  
Seal**