

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E),
KARNATAKA, BENGALURU 560001.

REQUEST FOR PROPOSAL (RFP)

for

Technical Up-gradation of SAI Pension Package from Oracle 10g to Oracle 11g

Bid Document No. SAI (P) 2016
Dated: 10 February 2016.

IMPORTANT NOTICE

Bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. The response to this tender MUST be FULL and COMPLETE in all respects. The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, if so desired. This office shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

NOTICE INVITING TENDER

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KARNATAKA,
BENGALURU 560001

1. The office of the Principal Accountant General (A&E) invites bids for technical Up-gradation of SAI Pension Software Package by migrating from Oracle 10g platform to 11g platform. SAI Pension package, implemented in 2012, is running in Oracle 10g with Linux Red Hat 4 Operating System. This office intends to upgrade the existing software to 3tier architecture on Oracle 11g with Linux (Red Hat latest version – 6.2 and above).
2. Non-transferable tender/bid document containing conditions of eligibility/prequalification, detailed scope of work, etc., can be downloaded from www.agkar.cag.gov.in.

3. Cost of Tender/bid document

Cost of the Bid document is Rs. 5,000 (Rupees Five thousand only) payable by Bank draft/ Banker's Pay Order in favour of "The Pay & Accounts Officer, Office of the Principal Accountant General (A&E), Karnataka, Bengaluru 560001." The bidder(s) shall bear all costs associated with the preparation and submission of the bid and the PURCHASER shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Bidder profile & Technical competence (Eligibility Criteria):

I. Essential

- a) The bidder must be a registered entity with minimum of 3 years of existence in India and **must** be an Oracle Channel Partner.
- b) Must possess ISO 9001:2000 certification or latest ISO certification.
- c) Must have at least 05 Oracle certified professionals on its roll with 3 years' experience and sufficient Manpower to handle similar assignments.
- d) Must have executed at least 3 work orders each costing not less than Rupees 10 lakh during the last 3 years on Oracle based application.

II. Desirable

Should have either developed Government Accounting software application using oracle database/VLC module or carried out Change Management therein in any Government Department.

For details the bidders may go through the Bid Documents attached.

BID DOCUMENT

Check List

1. The **Technical Bid** (Eligibility Criteria) 'original' and 'copies' should be placed in one sealed **Envelope I** superscribing '**Technical Bid for Tender No. SAI (P) 2016 Dated 10 February 2016**' as per requirements mentioned at **4.1.1 and 4.2**. Please ensure that all the documents as prescribed in Section 4 of Bid Document and other relevant sections are enclosed.

2. The cost of the Bid Document is **Rs 5,000/- (Rupees five thousand only)** payable by Bank draft / banker's Pay Order in favour of "The Pay and Accounts Officer, Office of the Principal Accountant General(A&E), Karnataka, Bengaluru" and should be submitted in the Envelope of Technical Bid 'Original'.

3. All bids must be accompanied by a bid security in the form of bank guarantee of **Rs 50,000/- (Rupees Fifty thousand only)** in the pro forma at Sub-section **5.31** of this bid document. The bank guarantee should be submitted in the Sealed Envelope of Technical Bid "Original"

4. The '**Financial Bid**' should be as per the requirements mentioned at **4.1.2** and other relevant instructions and placed separately in the Sealed **Envelope II** duly superscribed as '**Financial Bid for Tender NO. SAI (P) 2016 Dated 10 February 2016.**'

5. It should be ensured that requirement(s) of all relevant sections and sub-sections of the tender document have been complied with.

Key Events & Dates

<i>Events</i>	<i>Tentative dates</i>
<i>Date for publication of NIT</i>	<i>22-02-2016</i>
<i>Last date for receipt of Queries from bidders</i>	<i>15-03-2016</i>
<i>Last date for submission of bids</i>	<i>16-03-2016 up to 1230 hrs</i>
<i>Opening of technical bids</i>	<i>16-03-2016 at 1500 hrs</i>
<i>Result of technical bids (website)</i>	<i>17-03-2016 at 1230 hrs</i>
<i>Opening of financial bids</i>	<i>18-03-2016 at 1100 hrs</i>

1. BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO VENDORS

1.1. Introduction

SAI Pension software package was developed by HCL centrally at Mumbai and customized as per the requirement of each state in 2006. SAI pension package was implemented in this Office in May 2012.

1.2. Background of the Project

The package is running in Oracle 10g with Linux Red Hat 4 Operating System. The software was developed using Oracle Forms and Reports as front end. Clients are Windows based.

2. SCOPE OF WORK

2.1. Forms and Reports

The approximate number of Forms, Reports, Menus and PLL in the existing SAI Pension package which is to be migrated to 11g is mentioned below:

Sl. No	Particulars	Count
01	Forms	80
02	Menus	06
03	PLL	15
04	Reports	280

The bidders are advised to have a fair view, by site visits to this office and discussion with officers / Officials concerned with the SAI Project before quoting.

2.2. Software Migration requirements

This office wishes to upgrade the existing software to 3tier architecture on Oracle 11g with Linux (Red Hat latest version - 6.2 and above). The technical up- gradation support as specified will be required at this office. The existing system will continue to function till the proposed upgraded system is completed in all respect and it shall be ensured that user interface i.e., look and feel and user operations at front end and output including printing formats remain same.

I. The work will be awarded on turnkey basis except for hardware, operating system, Oracle11g licenses, front- end development tool and networking part that already exists.

II. The existing system will continue to function till upgraded system is tested and accepted by user office. The requirements and arrangements for testing of SAI package, post migration, in new servers need to be discussed, decided and provided as part of the migration.

III. The successful bidder shall collect the copy of SAI package source code from the office and plan its conversion including conversion of Forms, Reports, etc. as stated in paragraph 2.1 either on-site (in the office premises) or off-site (at service provider's site). In case the service provider finds that it is not technically feasible to convert any forms / report, it will have to be developed afresh by the service provider within the timeframe and impact quoted for up- gradation. No additional payment will be made on this behalf.

IV. Installation of Oracle 11g database server with Linux OS, Oracle 11g application server with Linux OS, Oracle web logic suite and Fusion Middleware including form and reports component and front end developer tool, Internet Development Suite (IDS) including incidental / ancillary application etc. are required to be done for the new environment. The work would also involve re-installation and un-installation of the above tasks, if situation so warrants, until the migrated software is accepted by the user and also during the warranty period.

V. Configuration of up-graded SAI pension application and Database migration from Oracle 10g to Oracle 11g. The successful bidder shall carry out migration of database with 03 GB size to new database servers including migration of forms & reports on application servers.

VI. The successful bidder shall undertake and complete fine tuning of the database including archiving thereof as per existing practice.

VII. The successful bidder shall be responsible for testing and verification of forms / reports/records generated with reference to previous data before handing over the migrated application to user for testing. The Service Provider will generate and validate all the reports / records through automated tool (s) in the presence of Core Group and matching the data / reports will be duty of the staff deployed on the job by the Head of office/Group Officer.

VIII. The successful bidder shall verify whether existing infrastructure like server(s), switches, UPS points, cables, etc. for connectivity to servers / back up media are sufficient and advise the additions/ improvements required to Head of Department/Group Officer/Core Group to make provision before commencement of testing.

IX. The backups shall be provided as per the backup policy of the department.

X. The successful bidder shall update and prepare the User manual and System documentation, Entity relationship diagram, as may be required.

XI. The successful bidder shall carry out any ancillary work during up-gradation of system and transfer technology to the core group members.

XII. The successful bidder shall provide necessary training to the core group on all the processes, including DBA. The operational training shall be imparted to staff working in the Pension wing in batches.

XIII. The price quoted should include two month's onsite support after final sign off for bug fixing, fine tuning and on the job training to core group members and to provide help to staff to become self-reliant to run the system.

XIV. It should be ensured that after final migration of data for live run, the office is sufficiently advised and assisted on taking data backup of old SAI package for proper storage and retrieval as per back up policy of the department.

2.3. Configuration of SAI Package Print Engine for generation of authorities in Oracle 11g

A centralized batch printing of authorities is being followed in SAI package. Approximately 25 reports are being used for printing authorities apart from 20 batch files. The processing of batch files has to be configured in Oracle 11g after migration.

2.4. Database

Database needs to be migrated from Oracle 10g to Oracle 11g.

2.5. Scope of Work for the Database and Application Server

The scope of work shall include the following:

2.5.1. Installation of Oracle 11g Data Base along with Linux O/S on Database server.

2.5.2. Installation of Oracle 11g Application server along with Linux O/S on Application server.

2.5.3. Configuration of SAI-Pension application

2.5.4. Batch files for starting and shut down of database and application server.

2.5.5. Configuration of the back-up server for taking regular back-up as per back-up policy of the department.

2.5.6 Any other consequential work considered necessary for smooth migration from existing system to oracle 11g.

2.6. Deliverables

- a. Project Plan
- b. Check List for requirements in server room
- c. Check List for temporary site for testing
- d. Updated System Manual (Updated from existing one/or written afresh) .
- e. Installation Manual
- f. System Administration Manual
- g. User Manual
- h. Data Archival Strategy & Procedure
- i. Backup and recovery procedure suiting to our Backup Policy
- j. Security Plan
- k. SAI Software Test Plan, documentation of the test results and Review reports after bug fixing and fine tuning, if any.
- l. Source Code (2 copies)
- m. Training
- n. Implementation/Warranty support.

3. TIME SCHEDULE OF THE PROJECT

The work should be completed within a time frame of 3 months from the date of commencement. The details of manpower to be employed and the man days proposed to be utilized for the project to secure completion within this time frame shall be submitted by the vendor before the commencement of work.

Extension of time frame shall be considered on mutual consent basis and on genuine grounds. However, no extra cost shall be payable for the extended period.

4. PROCEDURE FOR SUBMISSION OF BIDS

In order to participate in the bidding process, bidders should 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.

4.1. Submit sealed envelopes containing Technical bid and Financial bid *separately* in the following manner:

4.1.1. Envelope I – Technical Bid — Three (3) hard copies.

a) Each of Technical Bid (Eligibility Criteria) comprising of a letter describing the technical competence and experience of the bidder, qualifications of personnel to be deployed and declaration of the period of validity of offer for **90(ninety) days** from the last date of opening of Financial Bid along with all information requested by Purchaser as mentioned in **4.2** along with documents mentioned therein.

b) Each of the three hard copies of Technical Bid should be a complete document, bound as a volume and placed in separate sealed envelope.

c) Each of the three hard copies should also be marked as ‘ORIGINAL’, ‘FIRST COPY’, and SECOND COPY, respectively. In the event of any discrepancy, the 'ORIGINAL' shall govern.

d) The soft copy (word and/or excel) of the technical bid should be submitted on a CD sealed in an envelope marked as ‘SOFT COPY OF TECHNICAL BID’

e) The envelope containing the Technical Bid should be superscribed as below:

“TECHNICAL BID FOR TENDER NO.SAI (P) 2016 DATED 10 February 2016”.

f) The Technical bid can be submitted also in soft copies in addition to hard copies which are mandatory.

LAST DATE OF SUBMISSION: 16-03-16.

4.1.2. Envelope II---Financial Bid. Three (3) hard copies

The financial bid shall be submitted only in hard copies

a) Each of the three hard copies of the Financial Bid should be a complete document, bound as a volume and placed in separate sealed envelope. It shall be certified that the rates quoted in the financial bid shall remain firm/valid for a period of **90 (ninety) days**.

b) Each of the three hard copies should also be marked as ‘ORIGINAL’, ‘FIRST COPY’, and ‘SECOND COPY’ etc, respectively. In the event of any discrepancy, the 'ORIGINAL' shall govern.

c) The envelope containing the Financial Bid should be superscribed as below:

“FINANCIAL BID FOR TENDER NO.SAI (P) 2016 DATED 10 February 2016”

LAST DATE OF SUBMISSION: 16-03-16.

The two separate envelopes containing Technical and Financial Bids mentioned above should be enclosed in a common envelope (Third envelope) and submitted to PURCHASER at the address mentioned below at sub-section 4.6.2 before **16-03-16**. Both the bids should be in the formats as prescribed in this document.

4.1.3. Amendment of Tender/bid document

At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the tender document by an amendment.

4.2. Documents comprising the bid

The bids prepared by the Bidder(s) shall comprise of the following components:

A. Technical bid as per criteria specified below to be submitted before **16-03-16** along with the following:

1. A letter on the bidder's letterhead:

- a) Containing a detailed description of the technical competence and experience of the bidder and personnel to be deployed for the project.
- b) Certifying Period of validity of bids is 90 days from the last date of opening of commercial bid.

2. The corporate profile of the bidder (printed corporate brochure is preferred).

3. Quality certification, company profile and other documents required to establish fulfillment of criterion on technical parameters should be accompanied with the technical bid *in seriatum*.

4. Latest audited annual financial results (Balance Sheet and Profit & Loss Statement) of the bidder for the last 3 years.

5. The cost of Bid Documents Rs 5,000/- (Rupees five thousand only) payable by Bank draft / Banker's Pay Order in favour of "The Pay and Accounts Officer, Office of the Principal Accountant General (A&E), Karnataka, Bengaluru"

6. The bid security for Rs 50,000/- (Rupees Fifty Thousand only) in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in the pro-forma provided which

should be valid for 45 days beyond the validity of the bid. (*Bid validity should be 90 days after last date of opening of financial bid.*)

7. The cost of bid document and bid security should be placed in the Technical bid 'Original'.

8. Person signing the bid shall bind the bidder as the 'Constituted Authority of the company'.

B. Financial Bid as per Section 4.1.2 and subsections there under to be submitted on or before **16-03-16**.

All documentation is required to be in English.

4.3. Last date of Receipt of Bids

Bids must be received by Purchaser at the address specified under section 4.6.2 not later than the time and date specified in section 4.1.1 and 4.1.2. Purchaser may, at their discretion, extend the last date for the receipt of bids by amending the tender document in accordance with section 4.1.3, in which case all rights and obligation of Purchaser and bidders previously subject to the last date will thereafter be subject to the last date as extended. Any bid received by Purchaser by post after the last date and time for receipt of bids prescribed by Purchaser will be rejected. Bids received by electronic media like fax / email will not be considered.

4.4. Withdrawal of Bids

The bidder may withdraw his bid after the submission of bids, provided that written notice of the withdrawal is received by Purchaser prior to the last date prescribed for receipt of bids.

4.5. Forfeiture of Bid Security

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval shall result in forfeiture of the bidder's bid security.

4.6. Address for correspondence

4.6.1. Bidder

The bidder shall designate the official mailing address, place, telephone number, fax number and email address to which all correspondence shall be sent by Purchaser.

4.6.2. Purchaser

Sri K O Manjunath

Deputy Accountant General (Admn)

Office of the Principal Accountant General (A&E), Karnataka

Park House Road

Bengaluru – 560001.

Phone: 080-22208096

Email: agaeKarnataka@cag.gov.in

Fax [080 – 22264691](tel:080-22264691)

Purchaser shall not be responsible for non receipt of any communication sent by the Bidder. All correspondence by post/email/fax should indicate the Bid Reference number and marked “**Confidential /To be opened by the Addressee only**”, as the case may be.

4.6.3. Preliminary Examination

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.

4.6.4. Criteria for award of Contract

In addition to the technical competence, Purchaser will determine to their satisfaction whether the bidder(s) selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Purchaser shall be final in such cases. Purchaser will review the commercial bids of only those bids found technically suitable.

Bids that are not substantially responsive are liable to be disqualified at Purchaser’s discretion. Purchaser reserves the right to reject any bid without assigning any reason.

4.6.5. PURCHASER's Right to accept or reject any or all bids

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

4.6.6. Notification of Award

Prior to the expiration of the period of bid validity, Purchaser will notify the successful bidder in writing by registered letter or by email or fax, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post/fax. The notification of award will constitute the formation of the contract.

Upon the furnishing of performance bank guarantee by the successful bidder pursuant to section 5.31, Purchaser will promptly notify each unsuccessful bidder.

4.6.8. Signing of Contract

At the same time as PURCHASER notifies the successful bidder that his bid has been accepted, Purchaser will send the bidder the contract form as per section 5.33 provided in the tender document, incorporating all agreements between the parties. On receipt of the contract form, the successful bidder shall sign and date the contract form and return it to Purchaser as per mutually decided date and time. The cost of contract form and other ancillary charges shall be borne by the successful bidder/bidder(s).

5. GENERAL CONDITIONS OF CONTRACT

5.1. Performance bank guarantee

Within Seven (7) days after the receipt of notification of award of the contract from Purchaser, the successful bidder shall furnish performance guarantee to the Purchaser (template given in 5.31), which shall be 10% 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. The performance guarantee shall be valid for a period of 24 months from the date of completion of the project. The successful bidder shall renew the bank guarantee to ensure its validity up to the end of this period.

5.2. Installation and provision of Services

The bidder shall be responsible for suggesting the requirements like switches, UPS points, connectivity, etc. required and final testing/installation/ 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 or any other extended period as mutually agreed upon, after the installation of the 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/re-provide 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.

5.3. Incidental Services

The selected bidder may be required to provide any or all of the following services:

- a) Re-testing of servers, installation/reinstallation of operating system, if required
- b) Inspect and suggest at the commencement of work efficacy of connectivity requirements like switches, UPS, cable, etc. in the server room or place of testing, final installation of servers, partitioning and tuning of servers if required, backup system, testing/restoration of backup, etc.
- c) Other incidental/occasional work during system up-gradation/implementation/warranty period.

5.4. Delivery and Documents

Delivery of the upgraded system and associated documents shall be made by the selected bidder in accordance with the terms specified by Purchaser in their notification of award of work.

5.5. 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 to the Purchaser.

5.6. Warranty

The Service Provider shall submit a warranty for successful operation of the upgraded system for smooth processing of all pension related work after completion of the project. The warranty **MUST** be for 18 months from the date of completion of the work. The problems shall be attended on top priority as specified in subsection 5.5 above.

5.7. Warranty on Services

The bidder warrants that the services provided under the contract are as per the agreement between the bidder and Purchaser. This warranty on services supplied shall remain valid for the entire duration of the services contract from the date of acceptance by Purchaser. The provisioning of services shall be deemed incomplete if any component of the service or any related documentation is not delivered or is delivered and/but not operational or not acceptable to Purchaser after acceptance testing/ examination.

Purchaser shall notify the bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall with all reasonable speed, re-configure or re-provision the defective services or parts thereof, without prejudice to any other rights, which Purchaser may have against the bidder under the contract. If the bidder, having been notified, fails to remedy the defect(s) within a reasonable period, Purchaser may proceed to take such remedial action as may be necessary at the bidder's risk and expense and without prejudice to any other rights, which Purchaser may have against the bidder under the contract.

5.8. Payment Terms

No payment towards the contract shall accrue until after the performance bank guarantee bond envisaged in section 5.1 been furnished. Payment under the contract shall be made only for the work completed with reference to the stages mentioned at 5.9 below.

5.9. Payment schedule

Purchaser shall make payment as per agreement as under:

1. *30 per cent* of the contract value on completion of installation of 11g software (Database and application server) and receipt of migrated application for testing.
2. *25 per cent* of the contract value on user acceptance after testing.
3. *30 per cent* of the contract value on successful and satisfactory generation of pension payment authorities with onsite support from the bidder's technical staff.
4. Balance and final payment of 15 per cent of the contract value on evaluation of the satisfactory performance of the system for a period of 45 days after successful generation of authorizations / reports.

5.10. Change Orders

Purchaser may at any time, by a written order or notice given to the bidder pursuant to Section 5.17, make any changes within the general scope of the contract during the contract period. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted and got approved by the Purchaser within thirty days from the date of the bidder's receipt of Purchaser's change order.

5.11. Contract Amendment

Subject to section 5.10, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

5.12. 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.

5.13. 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 sub-contracted 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.

5.14. Delays in the Bidder's performance

Installation of the data base and application software and performance of service shall be made by the bidder in accordance with the time schedule specified by Purchaser/as agreed upon in terms of Section 3 of the Bid Document. Any unexcused delay on the part of the bidder in the performance of delivery obligations shall render the bidder liable to forfeiture of 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 should encounter conditions impeding timely installation of the data base and application 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 database and application software and performance of services is not found acceptable to the Purchaser, the clause mentioned herein would be invoked.

5.15. Liquidated Damages and Penalty for deficiency in performance

If the bidder fails to provision/deliver any or all of the services within the time period(s) specified in the contract, Purchaser shall without prejudice to its other remedies under the

contract, deduct from the contract price, as liquidated damages, a sum equivalent to 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 5.16. Performance of services shall be within the norms specified in the Agreement forming a part of the contract.

5.16. 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 specified in the contract, or any extension thereof granted by Purchaser or if the bidder fails to perform any other obligation(s) under the contract. In the event Purchaser terminates the contract in whole or in part, pursuant to this 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.

5.17. 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.

5.18. Back up support

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

5.19. Source Code

In case the bidder's support professional develops a module/does change management within the scope of work or otherwise as change management, the source code will be property of the Principal Accountant General (A&E), Karnataka and the Indian Audit & Accounts Department.

5.20. Prices

The prices quoted for the components of services and optional services shall be firm throughout the period of contract and shall not be subject to any escalation.

5.21. Deduction

Payments, as envisaged in section 5.9 shall be subject to deductions towards any tax (such as Tax Deducted at Source) or duty or cess of any amount, for which the bidder is liable as per law under the agreement against this tender.

5.22. Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties, etc. The bidder shall clearly mention if the charges quoted are inclusive of Service Tax or it will be charged extra.

5.23. No Claim Certificate

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

5.24. Satisfactory Performance

The bidder shall, notwithstanding anything Stated in section 5.1, 5.2 & 5.6, ensure satisfactory performance of complete upgraded system to the specifications in the contract.

5.25. Manuals, Data and Information

Complete information relating to installation, maintenance, backup, archiving, etc. should be supplied by the bidder as per the industry standards / best practices.

5.26. Technology Transfer

The bidder shall be responsible for ensuring a proper handover of system and required technical details/technology to Purchaser or its authorized representative(s). The bidder shall at his own cost facilitate a smooth transition of services from the Oracle 10g to 11g platform / set up as required by Purchaser.

5.27. Limitation of Liability

Bidder's cumulative liability for its obligations under the contract shall not exceed the Contract value and the bidder shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

5.28. Confidentiality

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

5.29. Legal Jurisdiction

For any dispute or legal matters arising out of or in relation to this agreement, the jurisdiction shall be Bengaluru only.

5.30. Bid Letter Template

Date: dd/mm/yyyy

To
Shri K O Manjunath
Deputy Accountant General (Admn)
Office of the Principal Accountant General (A&E), Karnataka
Park House Road
Bengaluru - 560 001.

Reference: Tender No. No. SAI (P) 2016 Dated: 10 February 2016.

Sir,

We declare 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 of all duties, taxes and levies. The service tax is inclusive/will be charged extra at the rate _____. (Please strike out whatever not applicable).

2. We enclose herewith the complete Technical Bid and Financial Bid as required by you.

3. We agree to abide by our offer for a period of 90 days from the date of opening of the technical 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.

4. 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 issued by _____ (bank), valid till _____ (dd/mm/yyyy), for an amount of Rupees Fifty Thousand only is enclosed in the cover containing 'Technical Bid' "Original."

Yours faithfully,

5.31. Pro-forma for Bank Guarantee for Contract – Performance bank guarantee

Reference No. _____ Date _____

Bank Guarantee No.

To

The Deputy Accountant General (Admn)
Office of the Principal Accountant General (A&E), Karnataka
Indian Audit & Accounts Department
Park House Road
Bengaluru - 560001.

Ref: Tender No. SAI (P) 2016 Dated: 10 February 2016.

Against contract vide advance acceptance of the Tender No. SAI (P) 2016, Dated 10 February 2016 covering implementation of Technical up-gradation of SAI Package from Oracle 10g to 11g Voucher Level Computerisation in A&E offices of Karnataka (hereinafter called the said 'contract') entered into between The Deputy Accountant General (Admn), Office of the Pr. Accountant General, Karnataka (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 favour 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 24 months after the date of successful commissioning and acceptance by the purchaser) hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name

of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us. _____ (Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said 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 _____ Printed Name _____

(Bank's common seal)

5.32. Bid Security Form

Whereas _____ (hereinafter called ‘the Bidder’) has submitted its bid dated _____ for up-gradation/ implementation of technical up-gradation of SAI Software Package from Oracle 10g to 11g 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 ____ 2016.

THE CONDITIONS of this obligation are:

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

(Bank’s common seal)

5.33. Contract Form

THIS AGREEMENT made on this _____ day of _____ between the Deputy Accountant General (Administration), Office of the Principal Accountant General (A&E), Karnataka, Bangalore (hereinafter “the Purchaser”) of one part and “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 submitted in response RFP for the work covered under Bid Document No. SAI (P) 2016 Dated: 10 February 2016 for Technical Up-gradation of SAI Pension Package from Oracle 10g to Oracle 11g and related services for the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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 Request for proposal and the Bid Document No. SAI (P) 2016 Dated: 10 February 2016.

The General Conditions of Contract

(Please refer Section 2,3 and 5 of Bid Document, which would be reproduced suitably.)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.

Signed, Sealed and Delivered for “The Principal Accountant General (A&E), Karnataka” by its duly constituted authority /authorized officer.

Signed, Sealed and Delivered for M/s ----- (Selected Bidder) by its duly constituted attorney.

Witness
Signature _____

Name _____
Designation _____
Address _____
Bidder _____
Date _____

Bidder Seal

Witness I Witness II

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

Purchaser Seal
