

**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E)-I
MADHYA PRADESH, GWALIOR**

NOTICE INVITING TENDER

The Office of the Principal Accountant General (A&E-I), Madhya Pradesh, Gwalior invites bids for incorporation of some changes into its VLC Accounts Software in 11g applications.

Tender/bid document containing conditions of prequalification, detailed scope of work, etc., can be downloaded from <http://www.agmp.nic.in>. Separate technical and financial bids in the prescribed format (as annexed) in sealed envelopes super scribing with “Technical Bid” and “Financial Bid” should be put in a single cover which should be superscribed as ‘**Tender Documents for abolishing Plan/Non-Plan columns in VLC Accounts**’ and submit the same personally or through post/courier along with required documents to the Deputy Accountant General (Accounts & VLC), Office of the Principal Accountant General (A&E)-I, Madhya Pradesh, Gwalior, Pin-474002, so as to reach on or before **25.01.2018 up to 4:00 PM**. Technical Bid will be opened first and after the acceptance of the technical bids by this office, the financial bids of the qualified vendors will be opened. For further enquiries please contact Accounts Officer/VLC, Phone 0751-2317229, Mobile No. 09893052393

The cost of bid document is nil. The bid security would be 2 per cent of total amount quoted for contract and should be put in the Financial Bid envelope.

Deputy Accountant General (ACCOUNTS & VLC)
Office of the Principal Accountant General (A&E)-I
Madhya Pradesh, Gwalior

Tender Document

Tender documents contain the following:

1. INVITATION OF BIDS

This invitation to tender is for abolishing Plan/Non-Plan columns from its VLC Accounts Software keeping in view that these columns are mandatory up to the financial year 2016-17. These changes have to be carried out from the year 2017-18.

(a) Essential –

The bidder(s) must be a company registered under the Companies Act, 1956/ Partnership Firm/Proprietorship and **must** be an Oracle Channel Partner.

(b) Desirable –

Should have either developed Government Accounting software application using Oracle database in Indian Audit and Accounts Department or carried out Change Management in any Indian Audit and Accounts Department.

1. The Bid document placed in sealed Envelope superscribed as ‘**Tender Documents for abolishing Plan/Non-Plan columns in VLC Accounts**’ should be submitted on or before **25.01.2018 (4.00PM)**. 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 2 per cent of total amount quoted for contract in the form of Bank draft payable by Bank draft/Banker’s Pay Order in favor of “Pay and Accounts Officer, Office of the Principal Accountant General (A&E)-I, Madhya Pradesh, Gwalior” or in the form of Bank Guarantee from any Nationalized/ Scheduled/Commercial bank and should be put in the Financial Bid envelope.

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

2. BACKGROUND, SCOPE OF WORK AND INSTRUCTIONS TO BIDDERS

(a) Introduction

The Principal Accountant General (A&E)-I, Madhya Pradesh, Gwalior (Purchaser), plans to select service provider for abolishing Plan/Non-Plan columns from its VLC Accounts application Software. 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.

(b) Background of Existing Project

This department has an Accounting System running in Oracle 11g with LINUX RED HAT 5.6 Operating System (3tier architecture). The existing system will continue to function till the proposed changes 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.

(c) Scope of Work:-

The system has 12 modules (enclosed annexure-I) for various aspect of Accounting. As the State Government of Madhya Pradesh has abolished the Plan/Non-plan figures from the Budget from the year 2017-18, hence the forms and reports having the column of Plan/Non Plan has to be modified without Plan/Non plan, keeping in view that old system would also be used

in case of shifting to old system. There are total **83 Forms and 127 Reports** (enclosed) which has to be modified as per Budget.

In addition to the above changes any other need for modification or requirement of new forms/reports which may emerge during the removal of Plan/Non-Plan columns has to be implemented. Purchaser reserves the right at the time of award of contract to increase or decrease scope of work on mutual understanding.

(d) Deliverables

Project Plan

1. Check List for temporary site for testing
2. Updated System Manual.
3. Installation Manual
4. System Administration Manual
5. User Manual
6. Test Plan including documentation of the test results and review reports after bug fixing and fine tuning, if any.
7. Source Code
8. Training
9. Implementation/Warranty support.

(e) Tentative Time Frame:-

The work will be taken up and completed in all respects within 2 (Two) months from the date of commencement of work.

(f) 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.
3. Latest audited annual financial results (balance sheet and profit & loss Statement) of the bidder for the last 3 years.
4. The amount of bid security should be 2 per cent of total amount quoted for contract. The bid security should be in form of Account Payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any

of the nationalised banks. The bid security will remain valid for a period of 45 days beyond the final bid validity period. The Demand draft should be drawn in favour of Pay and Accounts Officer, Office of the Principal Accountant General (A&E)-I, Madhya Pradesh, Gwalior. Bid securities of the unsuccessful bidders will be returned after the award of the contract.

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 returns for the assessment year 2016-17.

(g) Price

Charges quoted by the bidder must be in Rupees all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. If Goods & service tax is chargeable it should be indicated with the rates thereof separately.

(h) 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.

(i) 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.

(j) 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.

(k) Signing of Contract

The successful bidder before commencement of the work 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.

(l) Performance bank guarantee

Within 7 days of the receipt of notification of award from Purchaser, the successful bidder shall furnish the performance bank guarantee in the form of Account Payee Demand Draft or Fixed Deposit receipt or Bankers cheque or Bank Guarantee amounting to 5% of the contract value issued from a nationalized/ scheduled bank payable at Gwalior in favour of “Pay and Accounts Officer, Office of the Principal Accountant General (A&E)-I, Madhya Pradesh, Gwalior”

(m) 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

(a) Definition

In this document the following terms shall be interpreted as indicated

Terms	Definition
Purchaser	Principal Accountant General (A&E)-I, Madhya Pradesh, Gwalior
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 all documents incorporated by reference therein.
Bidder	The company with whom the order for VLC 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.

(b)Application

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

(c)Standard

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

(d) 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.

(e)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, which shall be 5% of the contract value in the form of Account Payee Demand Draft or Fixed Deposit Receipt or Bankers cheque or bank guarantee bond from a nationalized/scheduled bank as per the norms laid by the RBI.

(f)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/re-provision 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.

(g)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 should undertake that all problems/bugs shall be removed by them 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.

(h)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.

(i) 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.

(j)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 Principal Accountant General (A&E)-I, Madhya Pradesh Gwalior.

(k) Deduction

Payments 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.

**Additional Terms and conditions for implementation of
Change Management proposals**

The additional terms and conditions for change management proposals are as follows :

Delivery Schedule : The vendor should start the work with in 7 days from the date of work order and the entire work shall have to be delivered, installed and commissioned after due testing within the stipulated time. No request for the enhancement in price or extension of time schedule of delivery or installation would be entertained.

Warranty and annual maintenance contract: Warranty for one full cycle of operations of all changes made and additional made but for a minimum of 18 months period from the issue of completion certificate. All types of defects/bugs/problems will have to be solved free of cost by the vendor during such warranty period. Annual maintenance contract, after expiry of warranty period shall be entered into, if necessary.

Mode of operation: The change should be made only in Oracle 11G compatible with the current upgraded VLC application.

Payment terms: 90% payment would be made after completion of the entire work including testing and successful running of the software and after handing over the documents. The balance 10% payment would be made after expiry of the period of warranty. Taxes would be deducted at source wherever applicable.

Manual and Documentations:The following manuals/documentation is to be provided. All the manuals, original source code will be the property of the Indian Audit and Accounts department.

A complete set of manual on the operation of change management issues and new/additional screen/reports.

- (a) Administrators manual on the new screen, reports, tables, views and other objects added or modified along with complete details.
- (b) Complete updated source code in soft copy format .

Training: The vendor will provide training to the staffs of this office in the operation of new modules, screens, forms, reports.

Penalty for delay in delivery and installation : The schedule for delivery and installation is to be strictly adhered to in view of the strict time schedule for implementation of the project as time is essence of the contract. Any unjustified, unacceptable delay in delivery and installation beyond the time schedule shall render the vendor liable for liquidated damages @ 1.5% per week subject to a maximum of 5 weeks and thereafter this office holds the option for cancellation of order for the pending work.

Sub Contract : The vendor shall not assign or sublet any portion of the contract without the written approval of the office.

Completion : The work will be deemed to be completed only when this office has received in operational condition all of the VLC application software as per the terms of the Contract, whether explicit or implied and the same is found to be running smoothly and satisfactorily after testing.

Cancellation of the Work order : The work order can be cancelled by this office on account of breach of any of the clause of the work order or on account of incompetence on the part of the vendor to carry out the work as per requirement of this office.

Additional Work : Any additional work other than those mentioned in the scope of work will be done by the vendor at a rate agreed to if ordered.

Board and lodging : The Office of the Principal Accountant General (A&E)-I Madhya Pradesh, Gwalior may arrange for lodging facility for the software engineers deployed for the work in the guest house on payment basis on receipt of request and subject to availability. The cost of travel expenses, food/boarding etc. will be borne by the vendor.

Jurisdiction of courts in case of disputes: These terms and conditions are governed by law of India for the time being in force.

Arbitration :In the even of any dispute or differences between the parties whether during the execution of orders or thereafter whether by breach or in any manner in regard to :

- the constitution of terms and conditions
- the respective rights and liabilities of the parties hereto thereunder
- any matter or things arising out or in relation to or in connection with these terms and conditions

then either party shall give written notice to the other of the same, and such dispute or differences shall be referred to the Sole arbitration of any persons appointed by the Comptroller and auditor General of India. The decision of such arbitration shall be conclusive and binding on the parties hereto. There shall be no objection to any such appointment that the person

appointed is a Government Servant. The provision of the Arbitration and Conciliation Act, 1966 and rules thereunder shall apply to the arbitration proceedings. Such arbitrations shall be held in Gwalior.

Binding : : This office does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in summary rejection of their tenders.

Bid Security : The bidders should furnish bid security along with their bids. The amount of bid security should be 2 per cent of total amount quoted for contract. The bid security should be in form of Account Payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee from any of the commercial banks. The bid security will remain valid for a period of 45 days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned after award of the contract.

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 Deputy Accountant General (Accounts & VLC)
Office of the Principal Accountant General (A&E)-I
Madhya Pradesh, Gwalior
474002

Reference: Tender No. _____ Dated _____

Sir,

We hereby declare:

i. That we are Oracle partners and fulfil 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. Warranty
5. Maintenance and service resource/infrastructure facilities

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 registered under company's Act/Partnership Firm/Proprietorship Firm and the person signing the tender is the constituted attorney. Bid Security in the form of a Bank Guarantee / Bank Draft issued by _____ (bank) for an amount of Rupees _____ attached with the Financial 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.
- 5.

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

5. TEMPLATES & FORMS

5.1 Bid Security Form

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ **for abolishing Plan/Non-Plan columns in VLC Accounts** 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 _____ 20__.

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)

BIDDING SHEET (TECHNICAL)

Sl No.	Criteria	Whether met ? If so, details thereof with supporting documents
1.	The vendor should be an original developer of the software solution. System Integrators, Consultants and franchises of software companies would not be considered	
2.	The vendor should have software development/service experience of not less than 3 years in the development, implementation and maintenance of VLC and other related software in Govt./PSU departments	
3.	The vendor should have minimum turnover of Rs. 2 crore per annum from software development in last three years.	
4.	The vendor should have experience in working on Government accounting software with latest technology such as client-server, web based etc. (Oracle 11g database application)	
5.	The vendor should have regular employees, professional on their pay roll for carrying out the assigned software development works and the list indicating the qualification and experience should be enclosed.	
6.	The vendor should be ISO 9001:2008 certified	
7.	The vendor should preferably have undertaken development/rendered support of/for VLC related software project in IA & AD	
8.	Whether EMD is attached with the financial bid? Yes/No	
9.	The vendor should be registered with Service Tax Department (copy should be enclosed)	
10.	The vendor should hold a valid and current PAN (copy should be enclosed)	
11.	Documents supporting Oracle Channel Partner	
12.	The vendor should have at least 02 Oracle certified professionals on its roll and sufficient manpower to handle similar assignments	

Place :

Date :

Authorised signatory
(For and on behalf of the Agency/Company)

BIDDING SHEET (FINANCIAL)

1.	All inclusive cost in INR	
2.	Goods & Service Tax (Extra)	
3.	Period of validity of quoted rate	

Place :

Date :

Authorised signatory
(For and on behalf of the Agency/Company)

CONTACT DETAILS

1.	Name of the Vendor	
2.	Contact Person	
3.	Mobile. Telephone number of the contact person as above	
4.	Full postal address for communication	
5.	Fax No. with area code	
6.	Email address for communication	

Place :

Date :

Authorised signatory
(For and on behalf of the Agency/Company)