
 Government eProcurement System		eProcurement System Government of India							
		Tender Details							
		Date : 07-Sep-2020 05:54 PM							
		 Print							
Basic Details									
Organisation Chain	Office of the CAG of India AE-Punjab-Chandigarh - CAG								
Tender Reference Number	CRT/Data migration/20-21/395								
Tender ID	2020_CAG_582178_1								
Tender Type	Open Tender	Form of contract	Lump-sum						
Tender Category	Services	No. of Covers	2						
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No						
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No						
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No						
Payment Instruments			Cover Details, No. Of Covers - 2						
Offline	S.No	Instrument Type	Cover No	Cover	Document Type	Description			
	1	Bankers Cheque	1	Fee/PreQual/Technical	.pdf	Technical bid			
	2	Bank Guarantee	2	Finance	.xls	Financial bid			
	3	Demand Draft							
Tender Fee Details, [Total Fee in ₹ * - 0.00]			EMD Fee Details						
Tender Fee in ₹	0.00	Fee Payable To	Nil	Fee Payable At	Nil	EMD Amount in ₹	25,000	EMD through BG/ST or EMD Exemption Allowed	Yes
Tender Fee Exemption Allowed	No					EMD Fee Type	fixed	EMD Percentage	NA
						EMD Payable To	pay and accounts officer PAG AE Chandigarh	EMD Payable At	chandigarh
Work /Item(s)									
Title	Migration of Data								
Work Description	migration of data								
Pre Qualification Details	Please refer Tender documents.								
Independent External Monitor/Remarks	NA								
Show Tender Value in Public Domain	No								
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	NA				
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work (Days)	17				
Location	chandigarh	Pincode	160017	Pre Bid Meeting Place	Plot no 20 sec 17 E chandigarh				
Pre Bid Meeting Address	Plot no 20 sec 17 E chandigarh	Pre Bid Meeting Date	14-Sep-2020 11:00 AM	Bid Opening Place	Plot no 20 sec 17 E chandigarh				

Should Allow NDA Tender	No	Allow Preferential Bidder	No
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Critical Dates			
Publish Date	07-Sep-2020 06:00 PM	Bid Opening Date	22-Sep-2020 11:00 AM
Document Download / Sale Start Date	07-Sep-2020 06:00 PM	Document Download / Sale End Date	21-Sep-2020 11:00 AM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	07-Sep-2020 06:00 PM	Bid Submission End Date	21-Sep-2020 11:00 AM

Tender Documents				
NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Tender for Data Migration	294.85
Work Item Documents	S.No	Document Type	Document Name	Description
	1	BOQ	BOQ_611436.xls	Financial bid

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	noel.riphath@gmail.com	Noel Riphath	NOEL RIPHATH
2.	bharatsinghb.pjb.ae@cag.gov.in	Bharat Singh Bhandari	BHARAT SINGH BHANDARI
3.	surendrasy.pjb.ae@cag.gov.in	surendra singh yadav	SURENDRA SINGH YADAV

GeMARPTS Details			
Reason for non availability of GeMARPTS ID		Remarks	
	Connectivity Issue		Unable to dropdown the GeMARPTS ID

Tender Inviting Authority	
Name	DAG Admn
Address	Plot no 20 sec 17 E chandigarh

Tender Creator Details	
Created By	Bharat Singh Bhandari
Designation	Assistant Accounts Officer
Created Date	07-Sep-2020 05:06 PM

Request for Proposal

For
Migration of Data



Tender ID : CRT/Data Migration/20-21/395 dated 07.09.2020

Accountant General (A&E) Punjab

Plot No. 20, Sector-17E, Chandigarh-160017

www.agpunjab.gov.in

1. Request for Proposal

On behalf of the **President of India**, sealed quotations are invited under open tender enquiry (OTE) for migration of existing foxpro/dbase data into Oracle 12c based SAI pension application from eligible and qualified firms with sound technical and financial capabilities in the **Office of the Accountant General (A&E) Punjab, Chandigarh**, hereinafter referred to as “**Department**”.

2. Basic Information

- 2.1. Department** invites responses (“Proposals”) to this Request for Proposals (“RFP”) from companies/Agencies (“Bidders”) for migration of existing foxpro/dbase data into Oracle 12c base SAI pension application under two stage bidding system. Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet. Proposals received after the deadline WILL NOT be considered.
- 2.2.** Eligible bidders may download the RFP document from the official website www.agpunjab.gov.in, www.gem.gov.in and www.eprocure.gov.in
- 2.3.** Bidders shall submit Bid Security/EMD of 3 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft OR in the form of unconditional Bank Guarantee (which should be valid for 9 months from the last date of submission of the bid) in favour of P.A.O. O/o Accountant General (A&E), Punjab, payable at Chandigarh.
- 2.4. Department** reserves the right to reject any or all the Proposals in whole or in part without assigning any reasons.
- 2.5.** This RFP document is not transferrable.

Date of publishing	07-SEP-2020
Date of pre-bid meeting	14-SEP-2020 (11.00 AM)
Last date for submission of bid	21-SEP-2020 (5.00 PM)
Opening of technical bid	22-SEP-2020 (11.00 AM)
Opening of financial bid	24-SEP-2020 (03.00 PM)

3. Scope of Work

- 3.1. Department** has data of approximate 1.5 lakh pensioners of State of Punjab and 10,000 pensioners of Union Territory (UT), Chandigarh in foxpro/dbase.
- 3.2. Department** has an Oracle 12c based pension application for authorizing the pension cases of pensioners of Punjab State.
- 3.3.** There are two different Oracle 12c based pension applications for AG(A&E), Punjab & AG(A&E), Union Territory, Chandigarh. Both the applications are running on same server.
- 3.4.** Data of 1.5 lakh (approx) pensioners of State of Punjab and 10,000 pensioners of Union Territory (UT), Chandigarh is to be migrated from foxpro/dabase to existing Oracle 12c based

pension application. Data insertion will at the minimum is likely to involve:

3.4.1. Migration of all data as existing at the time of original authorization including return.

Key element here is incorporation/generation of file number in SAI as would be applicable.

3.4.2. Insertion/incorporation of diary details and generation/incorporation of application number for each subsequent action on original case.

3.4.3. Structural alignment of data to that in SAI pension application.

4. Eligibility Criteria

4.1. The Company/Firm/Bidder must be registered with the appropriate Registration Authorities, such as Income Tax, GST, etc.

4.2. The Company/Firm/Bidder should demonstrate capability to deliver services/ manpower of requisite quality by submitting a prototype.

4.3. Experience in data migration into System Automation Initiative (SAI) in Indian Audit and Accounts Department is a prerequisite.

4.4. Average turnover of the Company/Firm/Bidder during last three years should be more than 325.00 lakh.

4.5. The Company/Firm/Bidder should have undertaken and completed similar job in Govt. Deptt., P.S.U. successfully.

5. Procedure for submission of Technical Bid: Technical bid will be submitted in sealed envelope, super scribed as TECHNICAL BID (Tender ID : CRT/Data Migration/20-21/395 dated 07.09.2020. The envelope containing Technical bid will include:-

5.1. Duly filled, signed and stamped the Technical Proposal Form as per Annexure-A.

5.2. Copy of experience certificate in support of Para 3.3 above.

5.3. Copy of RFP document duly signed and stamped on each page as a token of acceptance of terms of the RFP document.

5.4. Self attested copies of PAN and GST registration and latest GST clearance certificate.

5.5. Self attested copy of balance sheet for last three years.

5.6. Copy of work orders executed by the Company/Firm/Bidder in support of successfully completion of similar work.

5.7. Demand Draft/Unconditional Bank Guarantee of Earnest Money Deposit for **325,000/-** in favour of PAO, office of the Accountant General (A&E) Punjab payable at Chandigarh. Validity of the demand draft will be 9 months from the last date of submission of bid.

5.8. Letter of undertaking stating that the company/firm is not black-listed by any Govt./Semi-Govt. organization or PSU.

5.9. Person signing the bid shall bind the bidder as the Constituted Authority of the company/firm.

6. Submission of Financial Bid: The Financial Bid will be submitted in a separate sealed envelope super scribed as FINANCIAL BID (Tender ID : CRT/Data Migration/20-21/395 dated 07.09.2020) will contain only financial quote as per scope of work explained in Para 3.1 to 3.4 above.

7. Bid Evaluation

7.1. Technical Bid Evaluation

7.1.1.Total number of bids received will be announced to the bidders before opening of technical bid.

7.1.2.A demonstration of the proposed technical solution (prototype) will be carried out by the bidders. Bids without prototype will not be included in the bidding process. Prototype will involve the demonstration of insertion of sample data into SAI application.

7.1.3.Technical bid for the bidders, whose prototype is accepted by the **Department** will be evaluated.

7.1.4.Technical bid will be opened by Designated Evaluation Committee in presence of the bidders or their authorized representative.

7.1.5.Technical bid will be opened first. Only technically qualified bidders will be considered for Financial Bid.

7.2. Finance Bid Evaluation

7.2.1.Financial bid will be submitted in Annexure-B.

7.2.2.The Financial Bid should contain the charges (including taxes) as per scope of work explained in Para 2.1 to 2.3.

7.2.3.The Financial Bid shall be binding upon the company/firm subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e. 180 days after the date of opening of the bid.

7.2.4.**Department** reserves the right to accept or reject any or all the proposals without assigning any reason.

7.2.5.Earnest Money Deposit will be returned to the unsuccessful bidders within 30 days from the date of opening of financial bid.

7.2.6.Rates quoted by the bidder shall not be subject to any escalation whatsoever during the period of contract/completion of work.

7.2.7.In case of tie for the L1, negotiation will be carried out among all such bidders.

8. Deliverables

8.1. Successful migration of entire foxpro data of approximate 1.5 lakh pensioners of State of Punjab and 10,000 pensioners of Union Territory (UT), Chandigarh in Oracle 12c based SAI pension application.

9. Schedule and Timeliness

Sl. No.	Milestones	Timeline
1.	Study of system, gathering requirements and obtaining data to be migrated.	T + 2 days
2.	Data Migration	T + 2 + 5 days
3.	Verification of Data by the designated officer of the Department	T + 2 + 5 + 5 days
4.	Corrections (if any) suggested by the designated officer of the Department	T + 2 + 5 + 5 + 2 days
5.	Sign Off	T + 17 days

10. Payment

- 10.1.** After successful completion of work, company/firm will obtain a completion certificate from the designated officer of the **Department**.
- 10.2.** Company/firm will submit its bill along with the completion certificate.
- 10.3.** On receipt of the bill and completion certificate, bill will be processed for payment after deducting all taxes including Income tax, GST, etc. at source from the bill.

11. Terms and conditions:

- 11.1.** The bidders shall bear all costs associated with the preparation and submission of bid and the **Department** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 11.2.** A pre-bid meeting will be held on 14.09.2020 at 11.00 a.m. for showing the foxpro data and explaining the working of SAI. Sample data for prototype will be provided by the **Department** during pre-bid meeting. Prototype will involve the demonstration of insertion of sample data into SAI application. Bidders wishing to see SAI pension application will be provided with the time to go through it. Before providing the sample data to the perspective bidders, a confidentiality agreement will be executed as per Annexure C. Prospective bidders are advised to carry the confidentiality agreement during the pre-bid meeting.
- 11.3.** EMD will be returned to the unsuccessful bidders within 30 days from the date of opening of financial bid. Successful bidder will be asked to deposit a performance guarantee of ₹ 50,000/- in form of demand draft/unconditional bank guarantee valid for a period not less than 1 year.
- 11.4.** Company/Firm/Company/firm must present the proposed technical solution (prototype) for migration of data.
- 11.5.** In case, the bid is received without prototype, it may be treated as non responsive.

- 11.6.** Financial bid shall be valid for 180 days. Any bid valid for a shorter period may be rejected by the Department.
- 11.7.** No bidder shall contact **Department** on any matter relating to its bid, from the time of opening the bid to the time of awarding the contract. If a bidder wishes to bring additional information to the notice of **Department**, he should do it in writing. **Department** reserves the right as to whether such additional information should be considered or not. Any effort made by the bidder to influence the **Department** in its decision on bid evaluation, bid comparison or contract award may result into disqualification of the Bidder's bid.
- 11.8.** For smooth execution of the work of data migration, company/firm will place its technical executive in the office of the Principal Accountant General (A&E) Punjab, Chandigarh.
- 11.9.** **Department** requires that selected bidder must observe the highest standards of ethics during the performance and execution of awarded contract. Information relating to data migration is of highest confidential nature. The undue use of the sample data/actual data and/or prototype by company/firm may result in termination of the contract. In case the Company/firm is found guilty for the same, criminal proceedings may also be initiated against the company/firm who will be liable for the penalty as imposed by the **Department**.
- 11.10.** Department 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.
- 11.11.** The company/firm should give necessary undertaking to rectify any errors to the existing application arising from the migration free of cost.
- 11.12.** The company/firm is responsible for complete migration of the package including database, application, data, configuration of all servers and other activities required for smooth functioning of the application.
- 11.13.** The company/firm is responsible for re-installation of the application, operating system, databases including Oracle 12c, fine tuning of the database and other connected DBA activities and any other problems that may require due to up-gradation till the warranty of the present scope of work is over without any additional payment.
- 11.14.** The company/firm shall be responsible for making changes, if any required, in the existing forms and reports due to changes presently made to the Database structures, tables, etc. at no extra cost.
- 11.15.** No travelling allowance, lodging, etc. will be provided to the company/firm.
- 11.16.** The company/firm should provide:-
- (a) Installation manual.
 - (b) System Administration Manual.
 - (c) User Manual.
 - (d) Two sets of soft copies of Source Code.

(e) Training as required by the staff of the office.

12. Maintenance

12.1. It shall be bidder's responsibility to locate the exact nature of the problem (s)/ fault(s) and rectify the same, if any. 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 the migrated/upgraded system in the format prescribed in Section.

13. Warranty

13.1. The Service Provider shall submit a warranty for minimum one year from the date of completion of the data migration. During Warranty Period, complaints/problems reported by Department should be attended within 24 hours. If fails, penalty @ 10% of contract value shall be imposed and recovered out of the contract bill, apart from forfeiture of performance bank guarantee and imposition of liquidated damages.

14. (a) Assignment

14.1. 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 Department's prior written consent. The permission, if any, of Department has to be taken before award of the contract.

15. (b) Sub Contract

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

15.2. Department 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 department the sub contractor's capacity to provide such services has not been satisfactorily demonstrated the department shall have the right to direct to bidder to change the sub contractor.

16. Delays in the bidder's performance

16.1. Performance of service shall be made by the bidder in accordance with the time

16.2. Schedule specified by Department in the contract.

16.3. 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:

16.4. Forfeiture of his performance bank guarantee and imposition of liquidated damages, and/ or termination of the contract for default.

17. Termination for Default

17.1. Department 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:

17.2. If the bidder fails to deliver any or all the service within the time period (s) specified in the contract, or any extension thereof granted by Department pursuant to section OR

17.3. If the bidder fails to perform any other obligation(s) under the contract.

17.4. In the event Department terminates the contract in whole or in part, pursuant to above mentioned clause, Department 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 Department for any excess costs for such similar services. However, the bidder shall continue performance of the contract to the extent not terminated.

18. **Source Code:** In case, the bidders' support professional develops a module/does any changes connected with the scope of work or otherwise, the source code will be the property of the department.

19. **Passing of Property:** Ownership shall not pass to Department unless and until the services have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of Department and it has made payment for such services to the bidder. Selected bidder shall have to hand over two sets of soft copy of changed/modified software/system.

20. **Force Majeure:** Notwithstanding anything contained in the RFP, the company/firm shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure. For the purpose of this clause "Force Majeure" means an event beyond the control of the company/firm and not involving the company/firm's fault or negligence and which was not foreseeable. Such events may include war or revolutions, fire, floods, epidemics and quarantine restrictions. The decision of the **Department** regarding Force Majeure shall be final and binding on the Company/firm. If a Force Majeure situation arises, the Company/firm shall promptly notify to the **Department** in writing of such conditions and the cause thereof. Unless otherwise directed by the **Department** in writing, the Company/firm shall continue to perform its obligation under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. **Legal Jurisdiction:** All legal disputes between the Company/firm and the **Department** shall be subject to jurisdiction of the courts in Chandigarh Union Territory Only.

Deputy Accountant General (Admn)

ANNEXURE-A

(To be printed on the letter head of the company/firm/company/firm)

To

Deputy Accountant General (Admn)
O/o the Principal Accountant General (A&E) Punjab,
Plot No. 20, Sector-17E,
Chandigarh-160 017.

Subject: Migration of data against Tender ID: _____ dated _____

Respected Madam,

We hereby submit our technical bid in reference to RFP No. _____ dated _____

COMPANY INFORMATION

Name of the Company/firm/company/firm :
Constitution of the Company/Firm/Company/firm :
Address of the Company/Firm/Company/firm :
PAN Number :
GST Number :
Turnover during 2019-20 : Rs.
Turnover during 2018-19 : Rs.
Turnover during 2017-18 : Rs.
Name of the Contact person :
Detail of EMD :
Mobile Number of the Contact person :
Email ID of the Contact person :
Technical Solution attached : (Y/N)

We declare that our company/firm/company/firm meet the eligibility criteria as mentioned in para 3.1 to 3.5 of the RFP document.

Signature of the Authorized Signatory with seal.

Name & Title _____

ANNEXURE-B

FINANCIAL BID
(To be printed on the bidder's letterhead)

To

Deputy Accountant General (Admn.)
O/o the Principal Accountant General (A&E) Punjab,
Plot No. 20, Sector-17E,
Chandigarh-160 017.

Subject: Submission of Financial Bid.

Respected Madam,

We hereby submit financial bid in reference to RFP No. _____ dated
_____ as under:

Particulars	Rate(inclusive of all taxes)
<i>Migration of data of AG(A&E) Punjab</i>	
<i>Migration of data of AG (A&E) UT, Chandigarh</i>	

Signature of the Authorized Signatory with seal.

Name & Title _____

ANNEXURE-C

Confidentiality Agreement

(To be executed on a Non Judicial Stamp Paper)

This agreement is made between _____ ("Bidder") having its registered office at _____ and office of the Accountant General (A&E) Punjab, Chandigarh, Plot No. 20, Sector-17E, Chandigarh on _____ 2020.

Bidder will perform service of migration of data for the office of Accountant General (A&E) Punjab, Chandigarh and office of Accountant General (A&E), Union Territory (UT), Chandigarh that may require the office of Accountant General (A&E) Punjab, Chandigarh to disclose confidential and proprietary information "Confidential Information" to Bidder. [Confidential Information is information and data of pensioners related matters affecting or relating to the office of Accountant General (A&E) Punjab, Chandigarh, the business or operations of the office of Accountant General (A&E) Punjab, Chandigarh, and/or the prototypes, plans, processes, or other data of the office of Accountant General (A&E) Punjab, Chandigarh not generally known or available outside of the company.]

Accordingly, to protect the Confidential Information that will be disclosed during contract period, the Bidder agrees as follows:

- A. Bidder will hold the Confidential Information received from the office of Accountant General (A&E) Punjab, Chandigarh in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
- B. Bidder will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the office of Accountant General (A&E) Punjab, Chandigarh.
- C. Bidder will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for the office of Accountant General (A&E) Punjab, Chandigarh.
- D. Bidder will, upon request or upon termination of his/her contract with the office of Accountant General (A&E) Punjab, Chandigarh, deliver to the office of Accountant General (A&E) Punjab, Chandigarh any drawings, notes, prototypes, documents, equipment, and materials received from the office of Accountant General (A&E) Punjab, Chandigarh or originating from contract with the office of Accountant General (A&E) Punjab, Chandigarh.

- E. The office of Accountant General (A&E) Punjab, Chandigarh will have the sole right to determine the treatment of all inventions, prototypes, writings, ideas and discoveries received from Bidder during the tendering process with the office of Accountant General (A&E) Punjab, Chandigarh, including the right to keep the same, to use the same or to follow any other procedure as the office of Accountant General (A&E) Punjab, Chandigarh may deem appropriate.
- F. The office of Accountant General (A&E) Punjab, Chandigarh reserves the right to take legal action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
- G. This agreement shall be interpreted in accordance with the Indian Laws.
- H. All provisions of this agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal or unenforceable. If any provision of this agreement or any application thereof will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby.

Bidder represents and warrants that he or she is not under any pre-existing obligations inconsistent with the provisions of this agreement.

Signing below signifies that the Bidder agrees to the terms and conditions of the agreement stated above.

Bidder Signature & stamp

Dy. Accountant General (Admn)

Date

Date

Format Of Undertaking, To Be Furnished On Company Letter Head
With Regard To Blacklisting/ Non- Debarment, By Organisation

UNDERTAKING REGARDING BLACKLISTING / NON - DEBARMENT

To,

Deputy Accountant General (Admn),
Office of the Accountant
General (A&E), Punjab & UT.
Chandigarh-160017

Sir,

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services in past.

There are no complaints against us regarding delayed supply and refusal of supply for which supply order granted by the client or Govt. department.

For -----

Authorized Signatory

Date:

Proforma for Bank Guarantee for Agreement - Performance bank guarantee

Reference No. _____ Date _____

Bank Guarantee No.

To

Deputy Accountant General (Admin)
Office of the ACCOUNTANT GENERAL (A&E), PUNJAB
Plot No. 20, Sector-17E,
Chandigarh - 160017.

Ref: Tender No. _____ Dated: _____

Against agreement vide advance acceptance of the Tender No. _____, Dated _____ covering migration of dbase/foxpro based EDP data in SAI pension Package in A&E offices of PUNJAB and UNION TERRITORY (UT), Chandigarh (hereinafter called the said 'agreement') entered into between The Deputy Accountant General (Admin), Office of the Pr. Accountant General, PUNJAB (herein called the Department) 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 Department, the amount of Rs. _____ (Rupees only) to indemnify and keep indemnified the Department against any loss or damage that may be caused to or suffered by the Department by reason of any breach by the Service Provider of any of the terms and conditions of the said agreement and/ or in the performance thereof. We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said agreement 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 Department 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 Department.

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 agreement by the Service Provider i.e. till _____ (viz. the date up to 24 months after the date of successful commissioning and acceptance by the department) 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 Department before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Department.

It is fully understood that this guarantee is effective from the date of the said agreement and that we _____ (Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Department.

We undertake to pay to the Department 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 Department shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement 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 Department against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the said agreement 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 Department to the said Service Provider or for any forbearance and/ or omission on the part of the Department 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)