



Production and Support of Web Based Software Utility, “e-Refund n DBKbrand” for Digitisation & Receipt of Refunds and Drawback and Running of Service Centre for Scanning and Receipts of Refunds on Build-Operate-and-transfer (BOT) Basis.



- The RFP documents may be downloaded from the JHCH website <http://jawaharcustoms.com>.
- **The bids and the supporting documents along with** the **EMD** of Rs. 10,00,000/- (Rupees Ten Lakh only) in the form of Bank Guarantee and the Integrity Pact duly signed as required in the RFP are to be submitted in a sealed cover along with the covering letter duly signed by an authorized signatory to: **Deputy Commissioner of Customs (Refund), JNCH, Nhava- Sheva, Tal.- Uran, Dist.- Raigad** on or before _____ by 1700 hours.



1. General Terms and Conditions

1.1 Definitions:

The definitions of various terms that have been used in this RFP are as follows:

1.1.1 **“Request for Proposal (RFP)”** means this entire document and any other documents provided along with this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.

1.1.2. **“Bidder”** means the parties who will be offering the service(s) and /or materials as required in the RFP. The word bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful party with whom the Purchaser signs the agreement for rendering of services for implementation of this project.

1.1.3. **“Proposal/ Bid”** means the Technical and Financial bids submitted for this project against this RFP.

1.1.3A **“Build-Operate-Transfer (BOT)”** means the successful bidder will create the Software application “e-Refund n DBKbrand”, along with the necessary infrastructure, operate it to recover their cost involved and hand it over to the Purchaser at the end of the designated time period.

1.1.4 **“Chief Commissioner of Customs”** means the Chief Commissioner of Customs, JNCH or any other name which the JNCH will subsequently take or any other representative authorized by the Chief Commissioner of Customs (JNCH).

1.1.5 **“CBEC”** means Central Board of Excise & Customs which also includes the offices of Customs, Central Excise and Service Tax across India.

1.1.6 **“Purchaser”** means the President of India acting through the Chief Commissioner of Customs, JNCH.

1.1.7 **“Vendor”/ “Service Provider”** means the successful Bidder, i.e. the entity with whom the order for the Post Production Maintenance, production support and refined risk analysis is placed pursuant to the RFP and shall be deemed to include the Vendor’s/



service provider's successors, representatives, heirs, executors, administrators and permitted assigns as the case may be unless excluded by the terms of the contract.

1.1.8 **"CBEC Locations"** means the subordinate offices of CBEC across India, each individually referred to as CBEC Location and collectively as CBEC Locations.

1.1.9 **"Contract"** means the Agreement entered into by the Service Provider with the Purchaser as recorded in the Contract Form signed by the Purchaser and the Service Provider including all attachments and Annexes thereto, the RFP and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.

1.1.10 **"Confidential Information"** means any information contained in the RMS application and any document, design, details, data, FRS, SRS, HLD, LLD etc. pertaining to RMS or any other applications of CBEC and any information disclosed to or by any Party to the Contract arising out of this RFP and includes any information in relation to the Parties, a third party or any information with regard to any tax assessee, or any other person who is covered within the ambit of any tax legislations including any such information that may come to the knowledge of the Parties hereto / Service Provider's Team by virtue of provision of services hereunder.

1.1.11 **"Contract Value"** means the price payable to the Service Provider under the Contract arising out of this RFP for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.

1.1.12 **"Projects of similar nature"** means any project relating to development and/ or maintenance of software application for online decision support system or real time decision support system.

1.1.13 **"Goods"** means all the software, insurances etc. and/ or other materials, which the Vendor is required to supply to the Purchaser under the Contract.

1.1.14 **"Service"** means services specified in the scope of work as envisaged in Section 2 of this document and others ancillary to the delivery of services such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, supply of manuals, training and other such obligations of the Vendor covered under the Contract.



1.1.15 **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence action of a public official in the selection process or in contract execution.

1.1.16 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the client, and includes collusive practices among Bidders, coercive practices (prior to or after submission of the Bids) designed to establish practices at artificial, no-competitive levels and to deprive the client of the benefits of free and open competition.

1.1.17 **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.

1.1.18 **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest.

1.1.19 **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

1.1.20 **“Applicable Law”** means the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws which have the force of law, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court, as may be in force and effect during the subsistence of the Contract arising out of this RFP.

1.1.21 **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, RFP Document – Risk Management System of Indian Customs technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of the Contract arising out of this RFP and the right to ownership and registration of these rights.



1.1.22 “Key Personnel” includes the Project Manager, Team Leads and Statisticians.

1.2 General Information:

1.2.1 During the evaluation process, Purchaser reserves the right, to request additional information or clarification from Bidders. Such request and response to the same shall be purely of a clarifying nature, with no impact on the substantive content, quality or cost of the services offered.

1.2.2 The terms and conditions in this RFP shall prevail unless otherwise modified by the Purchaser as an Addendum to the RFP.

1.2.3 Purchaser reserves the right to reject any bid which does not comply with such terms and conditions.

1.2.4 Submission of a bid indicates acceptance by the Bidder of the conditions contained in this RFP.

1.3 Ownership of Documents:

1.3.1 All bids and supporting materials (including all data, material, and documentation originated and prepared for the Purchaser pursuant to this RFP, and including correspondence relating to this RFP) shall, upon delivery to Purchaser, become the property of Purchaser.

1.4 Non-completion:

1.4.1. If the Vendor repudiates/ abandons the contract at any stage prior to completion of the contracted period for the reasons solely and entirely attributable to the Vendor, and subject to the provisions of clause 3.23, the Purchaser may, without prejudice to any other right or remedy available to the Purchaser under the Contract:

a. Recover from Vendor, as liquidated damages and not by way of penalty, a sum not exceeding 20% of the total Contract Value.

AND/ OR

b. Terminate the contract. The Purchaser shall give 30 days’ notice to the Vendor of its intention to terminate the Contract and shall so terminate the Contract unless



during the 30 days' notice period, the Vendor initiates remedial action acceptable to the Purchaser.

AND/ OR

- c. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Vendor in its hands (which includes the Purchaser's right to claim such amount against Vendor's Performance Bank Guarantee) or which may become due to the Vendor.

AND/ OR

- d. The Purchaser reserves full right to encash the Performance Guarantee for repudiation at any point of time without offering any explanation for the same to the selected Bidder.

1.4.2 Failure of the vendor to complete its contractual responsibilities, as set out in the Contract may result in Purchaser claiming liquidated damage on the Vendor subject to a maximum of the contract value.

1.5 Staff Deployment:

1.5.1 After notification of the award, the Vendor will be required to deploy the personnel for providing the specified services. The Purchaser reserves the right to hold interview of key personnel before approving the deployment. If any resource is found unsuitable for the project the Vendor has to substitute him/ her with the right resource.

1.5.2 By signing the contract, the successful Bidder will be deemed to have represented that, its staff possess requisite knowledge and skill set and experience required to perform the services as per the scope of work under this RFP, and warrants that it will use its best skill and attention, to provide work described in this RFP in a professional and timely manner. It is clarified that the personnel deployed will be on the direct rolls of the Vendor and will not belong to support franchisees except for the statisticians.

1.5.3 The successful Bidder shall not make any changes in the key project team or any staff whose CV is submitted with the technical proposal or subsequently, without prior written approval from Purchaser. Wherever a change is approved by Purchaser, the successful Bidder shall deploy a replacement staff whose competence is at par with the staff being replaced. If the replacement staff is not found to be at par with the replaced staff then Purchaser will have the right to remove such staff from the project work.



1.5.4 Purchaser may, in writing, require the successful Bidder to remove from the project work, any employee deployed on its project, which the Purchaser deems incompetent, careless or otherwise objectionable including any conflict of interest has come to light.

1.5.5 The resources deployed by the Vendor shall be exclusively for the service delivery under the contract arising out of this RFP and shall not attend to any other projects of the Vendor or any other person. If it is proved at a later date that a member of the Project has been attending to projects other than under the contract arising out of this RFP then action as deemed fit will be taken against the Vendor and the said resource will be black-listed.

1.5.6 As the application is mission critical for CBEC, if required, the team members of the Project would be required to attend emergency issues even after office hours.

1.5.7 The Vendor shall submit complete and correct resumes and other information sought by the Purchaser for the proposed resources and shall assist the Purchaser in evaluation of such resources for the deployment on the Project.

1.6 Replacement of Personnel:

1.6.1 All resources of the Vendor shall be deployed on the Project only after prior approval of the Purchaser has been accorded for such deployment. The Vendor shall submit complete and correct resumes and other information sought by the Purchaser for the proposed resources and shall assist the Purchaser in evaluation of such resources for the deployment on the Project. The resources proposed as substitute(s) shall have qualifications, experience and skill set that meet the expectation of the Purchaser. The Purchaser reserves the right to interview the proposed substitute(s) and may reject the substitute(s) proposed by the Vendor, if they do not satisfy the requirements of Purchaser.

1.6.2 Except as otherwise expressly provided in clauses 3.6.3 and 3.6.4, the Vendor shall not make any changes in the resources deployed by the Vendor on the Project without prior written approval from the Purchaser.

1.6.3 The Vendor may replace any resource deployed on the Project without the prior approval of the Purchaser in case of death or medical incapacity of the resource. In



such an event, the Vendor shall immediately inform the Purchaser of such event and shall provide a suitable replacement for such resource within 15 days of the last working day of such resource on the Project. The Purchaser shall have the right to seek proof from the Vendor on applicability of this clause.

1.6.4 The Vendor may replace any resource deployed on the Project without the prior approval of the Purchaser in case any of the resources resigns from the employment of the Vendor provided the Vendor has given at least 30 days prior written notice to the Purchaser. The Purchaser shall have the right to seek proof from the Vendor on applicability of this clause.

1.6.5 The Purchaser may, in writing, require the Vendor to remove from the Project any resource including the Team Leads and Project Manager deployed by the Vendor on the Project, which the Purchaser finds to be incompetent, careless, unsuitable or whose continuance may undermine the smooth running of the Project or may be a threat to the interest of the Purchaser. Under specific circumstances, the Purchaser may also require that any of the Vendor's personnel above the rank of the Project Manager might need to be substituted if the Purchaser finds it difficult to deal with such personnel.

1.6.6 Subject to provisions of clause 1.6.1, for any change in resources pursuant to clause 1.6.2, 1.6.4 and 1.6.5, the Vendor shall provide a replacement/ substitute resource acceptable to Purchaser for the outgoing resource at least 15 days in advance from the last working day of such outgoing resource on the Project. The incoming resource must have the competencies, skill sets and qualifications at par with or better than the outgoing resource. The Vendor shall ensure that complete knowledge transfer takes place from the outgoing resource to the substitute resource. The Purchaser shall not be liable to pay any fees, cost or expenses etc. for the substitute resource during the said overlapping period when both resources (outgoing and substitute resources) are deployed on the Project.

1.7 Dispute Resolution:

1.7.1 The Purchaser and the Vendor shall make every effort to resolve any disagreement or dispute between them under or in connection with the Contract arising out of this RFP, amicably by direct discussions and informal negotiation in the first instance. If the dispute or disagreement is not resolved amicably with mutual discussions and negotiations within 30 days of commencement of such negotiations, either party may refer the dispute to arbitration by giving the other party 30 days prior notice to that effect.



1.7.2 Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the International Centre for Alternate Dispute Resolution (ICADR) Arbitration Rules, 1996.

1.7.3 Each Party shall appoint one arbitrator, who will together appoint a third arbitrator who will act as the chairman. If any of the Arbitrators so appointed dies, resigns, is incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

1.7.4 The proceedings of Arbitration shall be in English language.

1.7.5 The Arbitration proceedings shall be held in Mumbai, India as decided by the Purchaser.

1.7.6 The party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

1.7.7 Neither party shall be entitled for any interest on the amount of the award.

1.7.8 The decision of the arbitrator shall be final and binding upon both Parties. All arbitration awards shall be in writing and shall state the reasons for the award.

1.7.9 The expenses of the arbitrator as determined by the arbitrator shall be shared by the Purchaser and the Vendor. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself.

1.7.10 Continuance of the Contract: Notwithstanding the pendency of any arbitration proceedings, the Parties hereto shall continue to be governed by and perform the work in accordance with the provisions of the Contract arising out of this RFP.

1.8 Conflict of interest:

1.8.1 The Bidder/ Vendor shall disclose as soon as possible to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or for the Vendor's Team) in the course of performing the Services.



1.8.2 The potential conflicts of interest inter-alia include all such situations, dealings, relations and interactions of the Bidder/ Vendor and its resources which may or have the potential to prejudice or adversely impact the stated mandate of CBEC.

1.8.3 For the purpose of the Contract arising out of this RFP, situations of Conflict of Interest with CBEC may include the following:

- The resources deployed in the Project being themselves actively engaged as Customs Broker (Custom House Agent), Importers, Exporters, Shipping Agents, etc.
- The resources who will be deployed in the Project having any members of their family, kin, close associates, friends etc. as Importer / Exporter / Customs Broker (Custom House Agent), Shipping Agent, etc.
- The resources who will be deployed in the Project having any contact or acquaintance with any Owner/ Director/ Personnel/ employee of any Importer/ Exporter/ Customs Broker (Custom House Agent), Shipping Agent etc. or any company/ firm/ proprietorship concern which is a potential Importer/ Exporter/ Customs Broker (Custom House Agent), Shipping Agent etc. whether directly or indirectly connected with the Import/ Export/ Customs clearance and any other related works which would constitute conflict of interest with CBEC.

1.8.4 The successful Bidder would be required to conduct the verification of the antecedents of the resources to satisfy the above instructions and submit a compliance report to this effect on a six monthly basis.

1.9 Copyright / Intellectual Property Rights:

1.9.1 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract arising out of this RFP, including but not limited to all processes, products, specifications, reports, drawings, source code and other documents which have been newly created and developed by the Vendor team solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under the Contract arising out of this RFP. The Vendor team shall undertake to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers



and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

1.9.2 Purchaser will also have rights to use and copy all process, specifications, reports and other document drawings, manuals, and other documents provided by Vendor's Team as part of the Scope of Work under this RFP for the purpose of the Contract arising out of this RFP on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

1.9.3 Further, the Vendor's Team shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the IT system installed by the Vendor's Team, shall be acquired in the name of the Purchaser, prior to termination of the Contract arising out of this RFP and which shall be assigned by the Purchaser to the Vendor's Team for the purpose of execution of any of its obligations under the terms of the Contract arising out of this RFP. However, subsequent to the termination of the said Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser.

1.9.4 Each Party owns, and will continue to own all rights, titles and interests in and to any inventions, howsoever embodied, know-how, works in any media, software, information, trade secrets, materials, property, tools, processes, technology and methodology or proprietary interests that it owned prior to the execution of the Contract arising out of this RFP (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner. Vendor's Team shall grant in favour of the Purchaser a perpetual, irrevocable and royalty-free right and license to use the Retained Rights and the documentation owned by it.

1.9.5 The "Vendor" would warrant that any software provided and/or developed by them does not infringe any patent, trademark or copyright of any third party. The Vendor shall indemnify the Purchaser against all third party claims of infringement of patents, trademark, copyright or industrial design rights arising from the use of the goods or any part thereof and services.

1.9.6 In the event that the Deliverables become the subject of a claim of violation or infringement of a third party's intellectual property rights (IPR), Vendor shall, at its expense:

- a) Procure for Purchaser the right to continue to use such Deliverables.



- b) Replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or
- c) If the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables from the Purchaser and reimburse the Purchaser for any amounts paid to Vendor for such Deliverables, less 15% for each year the Deliverables have been in service; and
- d) The reasonable cost of litigations, including legal counsel's fees, full losses and damages for infringement of third party's IPR shall also be fully indemnified by the Vendor to the Purchaser.

1.9.7 The Purchaser shall defend, indemnify, and save harmless Vendor and its officers and directors, employees, agents, and representatives from and against any Losses, directly arising out of or in connection with the Inputs' or other materials supplied to the Vendor by the Purchaser which are actual violation or infringement of any intellectual property right of any third party.

1.9.8 The protection under this Clause will be given only under following circumstances:

- a) That the indemnified party provides the indemnifying party a written notice of such claims; grants to, at the request of the indemnifying party sole authority to defend, manage, negotiate or settle such claims;
- b) Indemnified party makes available all reasonable assistance in defending the claims (at the expense of the indemnifying Party).

1.9.9 The protection will not be available in case the infringement occurs due to following:

- a) The combination, operation or use of a deliverable in combination with equipment or software not supplied by Vendor hereunder where the deliverable would not itself be infringing,
- b) Non-compliance with designs, specifications or instructions provided by the Purchaser,
- c) Use of a deliverable in an application or environment for which it was not designed or not contemplated under the Contract arising out of this RFP.

1.9.10 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying



Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

1.10 Representations and Warranties:

1.10.1 The Bidder represents and warrants:

1. That qualified and properly trained personnel will perform the tasks specified in this document, as also the tasks envisaged within the scope of the Contract arising out of this RFP as per good industry practices and services.
2. That the Bidder is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance of its obligations or delivery of Services under the Contract arising out of this RFP.
3. That the representations and warranties made by the Bidder in its Bid and Contract are and shall continue to remain true and correct throughout the term of the Contract and Vendor shall fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the Purchaser specifies to the contrary, the Vendor shall be bound by all the terms of the Bid/RFP/Contract.
4. That the Vendor and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the RFP and the Contract.
5. That the Vendor is duly organized and existing validly under the laws of India, and has full power and authority including the corporate power and authority to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance of the Contract by it.
6. That the Vendor has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of work envisaged under this RFP and to validly exercise its rights and perform its obligations under the Contract arising out of this RFP.



7. That from the effective date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of Contract arising out of this RFP.
8. That neither the execution nor delivery by the Vendor of the Contract nor the Vendor's compliance with or performance of the terms and provisions of the Contract:
 - i) shall contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Vendor; or
 - ii) shall conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor is a party or by which it or any of its property or assets is bound or to which it may be subject; or
 - iii) shall violate any provision of the Memorandum and Articles of Association of the Vendor.
9. That the Vendor has not withheld any material information/ document from the Purchaser, the nondisclosure of which would have a material and adverse effect on the evaluation and/ or the acceptance of the terms of the Contract.

1.11 Non-Disclosure Clause:

1.11.1 The Vendor (and their employees) shall maintain confidentiality of all Confidential Information received in the course of execution of this project.

1.11.2 The Vendor (and their employees) shall not, unless the Purchaser has given prior permission in writing, disclose any part or whole of the proposal/ Contract arising out of this RFP, or any specification, plan, design, details, data, FRS, SRS, HLD, LLD, drawing, pattern, sample or information pertaining to RMS or any other applications of CBEC furnished by the Purchaser, in connection therewith to any person other than a person employed by the Vendor in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance (Refer to Annexure D1 and D2).

1.11.3 The Vendor shall not without prior written consent from the Purchaser, make any use of any document or information given by the Purchaser, except for purposes of performing the contract awarded.



1.11.4 Any non-compliance with this obligation on the part of the Vendor shall invite liquidated damages/ penalties, as under law.

1.11.5 The Vendor would be required to execute a corporate Non-Disclosure Agreement (NDA) in the format given in Annexure D1. In addition, Personnel deployed for providing services would be required to sign individual Non-Disclosure Agreements with Purchaser in the format given in Annexure D2.

1.12 Reference Site Visits:

1.12.1 Purchaser, at its discretion, may choose to visit the sites from the reference list of projects executed, quoted by the Bidder in response to this RFP. If required the Purchaser would hold a meeting with the senior management of the selected client organization so that Purchaser can get an independent feedback about the performance of the Bidder.

1.13 Period of Contract:

1.13.1 The Contract is to be conducted on Build-Operate-Transfer (BOT) basis. Therefore, the bidder will have to specify the period of the Contract on the basis of the time period required for the break-even their expenses and hand over the project to the Purchaser. The details of the same are required to be submitted by the Bidders, which will form a part of the Technical/ Financial analysis of the bids submitted by the Bidders.

1.14 Warranty:

1.14.1 A comprehensive warranty applicable on all products and services supplied under the contract arising out of this RFP shall be provided by the Vendor for 5 (Five) years from the date of signing of contract.

1.14.2 Technical Support for software product and services in terms of the Scope of Work detailed in Section 4 of this document shall be provided by the Vendor for the entire duration of the Contract. Technical Support shall include all upgrades, updates and patches to the respective software for the above stated period as well as unconditional fixing of bugs, correction of errors, system tuning, performance monitoring etc.

1.14.3 The Vendor warrants that the software supplied under the Contract shall be supported by the respective product supplier along with service support to ensure its efficient and effective operation for the entire duration of the contract.



1.14.4 The Purchaser shall notify the Vendor in writing of any claims arising under this warranty.

1.14.5 Warranty in respect of the solution, for errors, bugs, other defects etc. shall apply for the period stated regardless of any dispute.

1.14.6 If any of the warranties are found breached during the warranty period, the Vendor shall promptly (but in no event later than 7 days), in consultation and agreement with the Purchaser, and at the Vendor's sole cost repair, rectify, replace, or otherwise make good such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Any component / service that has been repaired, rectified or replaced by the Vendor shall be delivered at the Purchaser's designated place without any additional costs to the Purchaser. The Vendor shall use best efforts to ensure that such repair, rectification, replacement etc. shall be accomplished without any loss of production time or adverse impact on application. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to the Purchaser in case of breach of any warranty and are also not the sole and exclusive obligations of the Vendor in case of breach of any warranty.

1.14.7 The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed. The Bidder shall have no liability in the case of breach of this warranty due to (i) use of the deliverables on any environment (hardware or software) other than the environment recommended or approved by the Bidder, (ii) the combination, operation, or use of some or all of the deliverables with information, software, specifications, instructions, data, or materials not approved by the Bidder, or (iii) use of the deliverables otherwise than in terms of the relevant documentation.

1.15 Standards:

1.15.1 The goods and services supplied under the Contract arising out of this RFP shall conform to the applicable latest standards issued by any international institution/concerned institution.



1.16 Acceptance procedure:

1.16.1 The Vendor shall be responsible for the maintenance of the application software at the destination site, development and implementation of the enhancement/change of the existing/ new modules of the Refund digitisation software.

1.16.2 The Vendor shall undertake appropriate tests at the Development Stage which may include functional testing, performance testing, stress testing, regression testing, source code review, document review and any other type of testing which the Vendor considers appropriate to validate whether the solution developed is meeting the Purchaser's requirements.

1.16.3 The enhancement/changes in the modules of RMS will be accepted only after the UAT. Vendor would be expected to draw up an Acceptance plan in consultation with Purchaser, which would be signed off by Purchaser.

1.16.4 The Acceptance Test shall be deemed to be complete only on the issuance of the 'Acceptance Certificate' by Purchaser to the Vendor.

1.17 Calculation of Uptime:

1.17.1 The Uptime will be calculated on a daily basis as follows. The Vendor shall provide a daily Uptime report to this effect.

- $\text{Uptime} = (1 - [\text{application down time} / \text{total time}]) * 100$
- Total time shall be measured on 24x7 basis.
- The application down time excludes the planned down time and the time lost due to equipment failure, power or environmental failures.

1.18 Payment:

1.18.1 As the Project is to be run on BOT basis, the Bidders are required to submit their bids on cost-recovery basis. There will be no payment made from the Purchaser for the development of operation of the project.

1.18.2 There will be two components of the cost:

- i. The cost of development of e-Refund n DBKbrand software.
- ii. The per application recovery cost chargeable in lieu to the various types of applications in lieu of development of the said software application.



- iii. The bidder will also specify the period of cost recovery in terms of time as well as the number of applications when the project will be transferred to the Purchaser. It should form the part of the financial bid.
- iv. Per application service center charges for digitization and uploading of digitized document in the software application.

1.19 Currency of Payment:

1.19.1 Payment shall be made in Indian Rupees only.

1.20 Change Orders:

1.20.1 The Purchaser may at any time, by a written order given to the Vendor in accordance with the relevant Clauses, make changes within the scope of the contract in any one or more of the following:

- Designs or specifications to be supplied under the contract that is to be specifically developed for the Purchaser.
- The place of delivery; or
- The service to be provided by the Vendor.

1.20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the contract, an equitable adjustment/ change shall be made in the contract price or delivery schedule, or both. Any claims by the Vendor for adjustment under this clause must be asserted within thirty days from the date of the Vendor's receipt of the Purchaser's change order. If any such change involves incurring of additional expenses by the Vendor then the same shall be defrayed in terms of the amount and the timeline approved by the Purchaser.

1.21 Contract Amendments:

1.21.1 No variations in or modifications of the terms of the contract arising out of this RFP shall be made except by written amendment signed by the parties. It is clarified that the implementation of change order would not require amendment of the contract.

1.22 Assignment:

1.22.1 The Vendor shall not assign or delegate to any other person or company, in whole or part, its rights and obligations to perform under the contract.



1.23 Force Majeure:

1.23.1 The Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or any failure to perform its obligations under the contract is the result of an event of Force Majeure.

1.23.2 For purposes of this clause, the term Force Majeure means any event beyond the control of the Vendor and not involving the Vendor's fault and negligence and not fore-seeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.23.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Purchaser shall not be relieved of their payment obligations due to a Force Majeure event in relation to the services already performed by the Vendor.

1.24 Termination:

1.24.1 The Purchaser may terminate the Contract arising out of this RFP in whole or in part under the following circumstances:

1.24.1.1 Termination for Default:

i) The Purchaser may terminate the Contract without compensation to the Vendor by giving a written notice of 30 days to the Vendor when the Purchaser is of the opinion that there has been such Event of Default on the part of the Vendor / Vendor's team which would make it proper and necessary to terminate the Contract and may include failure on the part of the Vendor to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or the Contract. For the purposes of this clause, the failure on the part of the Vendor to perform any of its obligations or to comply with any of the terms of the Contract shall constitute an Event of Default on the part of the Vendor. The events of default as mentioned above may include but not restricted to inter-alia the following:

- a) The Vendor/ Vendor's team has failed to demonstrate or sustain any representation or warranty made by it in the Contract, with respect to any of the terms of its Bid, the RFP and the Contract; and/ or



- b) The Vendor/ Vendor's team has failed to comply with or is in breach or contravention of any Applicable Laws; and/ or
- c) The Vendor / Vendor's team has failed to comply with or adhere to any of the terms & conditions of confidentiality under the Contract or the NDA;
- d) The Vendor changes the Vendor's resources in breach of the Contract;

ii) Prior to termination for event of default under this clause, the Purchaser may, where there has been an occurrence of such defaults inter alia as stated above, issue a notice of default to the Vendor, setting out specific defaults/ deviances/ omissions/ non-compliances/ non-performances and providing a notice of 30 days to enable Vendor to remedy the default committed.

1.24.1.2 Termination for Conflict of Interest:

Where it comes to the Purchaser's notice that the Vendor is in a position of actual conflict of interest with the interests of the Purchaser in relation to any terms of the Bid, RFP or the Contract, the Purchaser may terminate the Contract without compensation to the Vendor by giving a written notice of 30 days to the Vendor.

1.24.1.3 Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving a written notice of 30 days to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

1.24.1.4 Termination for Convenience:

The Purchaser may terminate the Contract, in whole or in part, at any time for its convenience, by giving 3 months prior written notice to the Vendor. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In the event of termination for convenience by the Purchaser, the Purchaser shall pay to the Vendor all fees due and payable till the effective date of such termination.

1.25 Consequences of Termination:

1.25.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the expiry of the stipulated Term of the Contract or otherwise, the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Vendor shall be obliged to comply with and



take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/ or the agency succeeding the Vendor or any other person as decided by the Purchaser, as may be required including training to the successor Vendor/agency/ any other person to take over the obligations of the Vendor in relation to the execution/continued execution of the scope of the Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.

1.25.2 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Vendor or due to the fact that the survival of the Vendor as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Vendor for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Vendor up to the date of termination. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Vendor as may be required to offset any losses caused to the Purchaser as a result of any act/ omissions of the Vendor. In case of any loss or damage due to default on the part of the Vendor in performing any of its obligations with regard to executing the scope of work under the Contract arising out of this RFP [as laid down in the Service Specifications] the Vendor shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, all members of its team shall perform all their obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of the Vendor as described above in order to execute an effective transition and to maintain business continuity.

1.25.3 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees that shall be furnished, and pursue such other rights and/or remedies that may be available to the Purchaser under law.

1.25.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

1.25.5 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise, the Vendor shall be obliged to transfer the licenses relating to operation of the existing system provided under the Contract arising out of this RFP to the Purchaser and shall transfer to the



Purchaser all other rights in proprietary Goods that may be necessary for business continuity.

1.25.6 In the event of the Purchaser terminating the Contract in whole or in part, for any reason whatsoever, the Purchaser may procure, upon such terms and conditions as it deems appropriate, goods/services similar to those undelivered by the Vendor under the Contract arising out of this RFP, and the Vendor shall be liable to pay to the Purchaser excess costs, if any, for such goods/services. However, the Vendor shall continue performance under the Contract to the extent the Contract is not terminated vis-a-vis the Vendor.

1.25.7 Notwithstanding anything contained above, the Vendor shall be liable for any action for any default, breach, negligence, willful misconduct, for violation of Non-Disclosure Agreement, violation of Information Security Policy of the CBEC, conflict of interest etc. under the Applicable Laws.

1.26 Applicable Law:

1.26.1 The Contract shall be interpreted in accordance with the Indian Laws and shall be subject to the jurisdiction of Courts in Mumbai established under the Indian Laws.

1.27 Notices:

1.27.1 A “notice” means:

- i. a notice;
- ii. a consent, approval or other communication required to be in writing under the Contract arising out of this RFP .

1.27.2 All notices, requests or consents provided for or permitted to be given under the Contract shall be in writing and shall be deemed effectively given when emailed, faxed, personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing by post or on the date of delivery if personally delivered/emailed/faxed:

To Purchaser at:

<<Attn: [Phone:][Fax:]>>

To Vendor at:

Attn: [Phone:][Fax:]

1.27.3 Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above. Each Party shall notify the other Party of the change in address, if any, immediately but not later than 15 days.



In case, the change in address is not duly intimated, the notice(s) dispatched at the registered address shall be construed to have been duly delivered.

1.27.4 A notice served on a Representative is taken to be notice to that Representative's Party.

1.28 Engineering Changes:

1.28.1 The Vendor agrees to incorporate necessary changes and advancements to the application keeping in view the advancement in technology or shortcomings of the system and any changes required for improving the overall efficiency of the system.

1.29 Prices:

1.29.1 The prices quoted for the software and services shall be firm throughout the period of contract and shall not be subject to any variation during the currency of the contract.

1.30 Deduction:

1.30.1 Payments, as envisaged in Clause 3.18, shall be subject to deductions of any amount, for which the Vendor is liable under the Contract arising out of this RFP.

1.31 Duties and taxes:

1.31.1 The Vendor shall be entirely responsible for all taxes, duties, licence fees, etc. incurred until delivery of the contracted goods and services to the Purchaser.

1.32 Insurance:

1.32.1 The goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

1.33 "No Claim" Certificate:

1.33.1 The Vendor shall not be entitled to make any claim whatsoever against the Purchaser under the Contract arising out of this RFP, nor shall the Purchaser entertain or consider any such claim, if made by the Vendor after the Vendor has signed a "No claim"



certificate in favour of the Purchaser in such forms as required by the Purchaser after the works are finally accepted.

1.34 Continuing Support:

1.34.1 Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all the accumulated software to meet the requirements of the application as specified in the RFP.

1.35 Audit rights:

1.35.1 The Purchaser reserves the rights to appoint a third party of its choice to audit the RMS application, process followed in the service delivery and the performance of the Vendor.

1.35.2 The Purchaser shall have the right to:

- (a) get the in-depth audit done for the compliance with the SLAs prior to payment,
- (b) conduct periodic code review etc. by internal or third party auditors

1.36 Waiver, Amendment, Severability:

1.36.1 If any provision of the Contract arising out of this RFP, or any part thereof, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Contract or the remainder of the provisions in question which shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision by a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

1.36.2 No failure to exercise or enforce and no delay in exercising or enforcing, on the part of either Party to the Contract ,any right, remedy or provision of the Contract shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.



1.37 Limitation of Liability:

1.37.1 The liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Contract arising out of the RFP, including the work, deliverables or Services covered by the Contract, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims even if it has been advised of their possible existence. The liability cap and exclusions given under this Clause shall not be applicable to the indemnification obligations set out in the Contract arising out of the RFP, and breach of obligations of confidentiality and security.



2. Scope of Work and Deliverables

2.1 Background:

2.1.1 The Central Board of Customs and Excise (CBEC) has deployed the Central computing infrastructure at Data Centre, wherein may of the core business processes have been computerized. This has led to efficient working of these various computerized processes. Very few processes are now remaining to be converted into the electronic environment. Some of these processes are of refund and brand rate drawback.

2.1.2 The Jawaharlal Nehru Customs House (JNCH) is the largest Custom House in India, catering to about 40% of the overall Customs business in India. With this background, JNCH has taken the task on itself to digitize the refund and brand rate drawback process. This includes creating dedicated software for processing refund and brand rate drawback claims and providing supporting hardware infrastructure and man-power support. With this aim, it has been decided to request for proposals for various reputed companies to provide the necessary software and hardware infrastructure with its support system.

2.1.3 For the purposes of this RFP, the Vendor would be required to develop the requisite software, create a maintenance and support system and provide enhancements as required, via patches. The essential hardware infrastructure will be provided by the Purchaser as per the requirement of the project. In addition, in case the Purchaser so requires, the Vendor may be required to supply Commercial-off-the-shelf (COTS) software tool or develop customized the required software. The Vendor would be required to supplement and augment the Purchaser's activities by providing on-site inputs for performance tuning, troubleshooting, augmentation (if any), DB health checks and maintenance activities such as defrag, etc.

2.1.4 CBEC has adopted the tenets of ISO20000 and ISO27001 standards for its IT infrastructure. Therefore the selected Bidder would be required to function in alignment, conformity and compliance with these standards as enunciated in CBEC's ISMS policy & procedure and its ITILV2/ITILV3compliant process methodology (especially for Incident Management, Change Management, Configuration Management, Release Management, IT Service Continuity Management, Service Level Management, etc.). CBEC has three distinct environment for Development, Pre-Production and Production. Every change in Production has to first be deployed and tested on Pre-Production.



2.1.5 The Vendor would be required to provide L1 support to users via its 24*7 Helpdesk and L2 support for Problem Management. All known workarounds would have to be recorded in the KEDB and all Incidents closed only after RCA report is accepted by the Purchaser. The Vendor would also be required to support the Purchaser's IT Service Continuity commitments by participating in its DR simulation drills every year as planned by CBEC and making necessary changes, as suggested by CBEC and fixing bugs, detected during the drills. There are at a minimum 2 test drills and 2 actual drills in a year (when all applications are run from CBEC's DR site). The selected Bidder would be required to participate in planning, testing and execution during failover and fallback operations.

2.3 Scope of Work:

2.3.1 The digitization process consists of two parts:

1. Part I: Production and Support of Web Based Software Utility for Digitization & Receipt of Refunds and Drawback Applications.
2. Part II: Running of Service Centre for Scanning and Receipts of Refunds and Drawback Applications.

2.3.1.1 Part I: Production and Support of Web Based Software Utility for Digitization & Receipt of Refunds and Drawback (Brand Rate) Applications:

- I. Creation of 'e-Docket':
 - i) Production of 'e-Docket', which will be based on prescribed and need based flexibly designed 'Formats' containing slots for various documents for a) SAD Refunds b) Custom Duty Refunds c) Refunds in Consequence of orders of Higher Appellate Forms and Finalization of Provisional Assessments d) Supplementary Refunds e) interest Refunds f) Double Duty Refunds g) Other Specific Situations of Customs Duty Refunds h) Brand Rate Duty Drawback i) Supplementary Drawback etc.
 - ii) The e-Docket will contain separate designated expandable storage space called 'slot' or 'section' for each of various Documents for a) SAD Refunds b) Custom Duty Refunds c) Refunds in Consequence of orders of Higher Appellate Form and finalization of Provisional Assessments d) Supplementary Refunds e) interest Refunds f) Double Duty Refunds g) Other Specific Situations of Customs Duty Refunds h) Brand Rate Duty Drawback i) Supplementary Drawback etc.



iii) Each Section of 'e-Docket' will have pre-defined titles or flags as per various documents of the different specific Formats of a) SAD Refunds b) Custom Duty Refunds c) Refunds in Consequence of orders of Higher Appellate Form and finalization of Provisional Assessments d) Supplementary Refunds e) interest Refunds f) Double Duty Refunds g) Other Specific Situations of Customs Duty Refunds h) Brand Rate Duty Drawback i) Supplementary Drawback etc. There will be a multipliable miscellaneous section for surplus documents. 'e-Docket' will have facility of amendment for editing any uploaded documents. Specific formats for each type of Refunds and Brand Rate of Drawback will be designed by Vendor wherein each type of Refunds/DBK will have list of mandatory documents. For instance document for establishing non-existence of 'Unjust Enrichment' will be applicable in all Refunds cases. There will be a separate slot for each document. Non-mandatory documents will be uploaded in miscellaneous section. In case no document is uploaded in corresponding slot for that document in 'e-Docket', a Deficiency Memo will be generated.

'e-Docket'									
Format -1-	Format -2-	Format -3-	Format -4-	Format -5-	Format -6-	Format -7-	Format -8-	Format -9-	Format -10-
SAD		Refunds						Brand Rate of DBK	
SAD Refund	Custom Duty Refunds	Consequential Refunds	Suppl. Refund	Interest refund	Double Duty Refund	ADD Refund	Formats for other types of Refund	Brand Rate DBK	Suppl. Brand Rate DBK
Section-1 for Dock 1	Section-1 for Dock 1	Section-1 for Dock 1	Section-1 for Dock 1	Section-1 for Dock 1	Section-1 for Dock 1	Section-1 for Dock 1	Section-1 for Dock 1	Section-1 for Dock 1	Section-1 for Dock 1
Section-2 for Dock 2	Section-2 for Dock 2	Section-2 for Dock 2	Section-2 for Dock 2	Section-2 for Dock 2	Section-2 for Dock 2	Section-2 for Dock 2	Section-2 for Dock 2	Section-2 for Dock 2	Section-2 for Dock 2
Likewise list of Mandatory Documents for Each Type of refund and Brand Rate Of Drawback will be prepared and separate section for each mandatory document will be provided in 'e-Docket'. On non-uploading of a mandatory document, a deficiency will be flagged.									
Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document	Miscellaneous Section for non-mandatory document

iv) On uploading of softcopy of different documents, or on notifying certain document to be 'Not Applicable' or notifying that certain documents will be 'Submitted Later', 'e-Docket' will generate a completion, deficiency or surplus memo. On not uploading of soft-copy of requisite document at designated slot, 'e-Docket' will provide a dropdown menu with options of 1) Document 'Not Applicable', and on selection of this and feeding reasons, Application will be considered Tentatively Complete 2) Documents will be 'Submitted Later', and on selection of this, Application will be considered Tentatively Incomplete 3) None, and on selection of this, Application will be considered Tentatively Incomplete.



Deficiency will be removed by either uploading deficient document or providing the reasons for non-applicability.

- v) 'e-Docket' will contain validation points to avoid double claims of Refunds or Brand Rate Drawback namely 1) Basic Document like Bill of Entry/ Shipping Bill No. and Date, Appellate Authority & Order No. and Date, finalization of Provisional Assessment Order No. and Date, both Challan Nos. with Dates in case of Refund of double duty payment 2) Sl. No. of Item in BE/SB 3) Total Nos. of items in BE/SB 4) IEC based periodicity validation for avoiding more than one SAD Refunds in a month. 5) Original Refund/Brand Rate Drawback Order No. and Date along with BE/SB Nos./Sl. Nos. and Dates in cases of Supplementary/Interest Refunds. 6) Relevant date validation for determining 'Limitation'. 7) 'e-Docket' will have a suitable field wherein Payment Details, payment identification or cheque no. and date of Refund/Brand Rate Drawback/Supplementary Payments/Interest Payments etc. will be auto populated and same will be used for avoiding double claims.
 - vi) 'e-Docket' will have provisions of uploading of Applications/ Documents/ Amendments/ Deficiency Removing Documents by 1) Scanning and uploading at Service Centre 2) Uploading from the Soft Copy provided by applicants at Service Centre 3) Uploading Online by Applicants. 4) Marking Deficiencies/ Reasoning of Non-Applicability/ Late Submitting Statement in case Applicant opts for non-payments of fees and not scanning and uploading. For this situation also, 'e-Docket will have provisions for lateral notifying Deficiency Removing Documents/Amendments/Non-Applicability Statement.
 - vii) 'e-Docket' will generate a Unique Id of each Applications including even when no fees has been paid.
 - viii) 'e-Docket' will have suitable provisions for its integration with the functionalities of Phase-II like with 'e-Order'.
- II. Receipt and Uploading of Applications/ Deficiency Removing Documents/ Non-Applicability in 'e-Docket':
- A) Receipt at Service Centre:
 - Receipt of Hard Copy and Uploading in 'e-Docket' after Scanning at Service Centre.
 - Receipt of Hard Copy and Uploading of Soft Copy where initial Scanning and Uploading on a Pre-shared Off-line Version of 'e-Docket' will be done by Applicants.



- Receipt of Hard Copy and Marking Deficiencies/ Reasoning of Non-Applicability/ Late Submitting Statement in case Applicant opts for non-payments of fees and not scanning and uploading.
 - At the time of Receipt, 'e-Docket' will perform Following functions:
 - Generation of Unique Id of Application (In case of Deficiency Removing Documents/Amendments/Non-Applicability Statement, a series Id in sequence of main Id will be created)
 - Generation of Completion/Deficiency/Surplus Memo (In case of Deficiency Removing Documents/Amendments/Non-Applicability Statement, 'e-Docket' will compare the Application after uploading and accordingly generate Completion/Deficiency/Surplus Memo as per the changed situation). There will be two types of deficiencies namely 1) **Documental Deficiency** will be generated if 'e-Docket' is not provided with soft copy of any mandatory documents for a certain type of Refund/Brand Rate Of Drawback as illustrated in **Table at I (3)** above. 2) Similarly, a **Validation Deficiency** in case of Non-Validation as described at **(5)** above.
 - Generation User Id and Password for Applicants prospective Online Access
 - Generation of Receipt which will contain all above. The said Receipt will also be sent through e-Mail to the Applicant and therefore providing of e-Mail Id will be mandatory.
 - Receipt of Hard Copies for online Applications/Deficiency Removing Documents and issue Receipt thereof after marking 'Yes' for Hard Copy in 'e-Docket'.
 - Applications/Documents/Reasoning/Non-Applicability Statements will be accepted with deficiencies also and receipts generated.
 - Mode of submission will be flagged in the database and Receipts.
- B) Online Receipts:
- A Web Based Utility namely '**e-Refund n DBKbrand**' will be created enabling applicants to access their applications on line, even if the same have been filed at Service Centre, through an Applicant's Graphic User Interface (GUI). This Utility will be hosted at JNCH Website.
 - 'e-Refund n DBKbrand' will enable all the functionalities discussed at 'A' above except receipt of Hard Copies of Applications/ Deficiency Removing Documents. However, Soft Copies could be uploaded online. For this purpose 'e-Docket' will have a suitable field which will be marked as 'Yes' after receipt of Hard Copy in Service Centre.
 - 'e-Refund n DBKbrand' will also enable the Applicants to know the status of their Applications.



- 'e-Docket' will have functionality whereby the Applicants will be able to online submit/uploading soft copy of their Applications/ Documents after submitting only Hard Copy at Service Centre.
- 'e-Refund n DBKbrand' will be available even if soft copy of Application has been submitted at Service Centre.
- 'e-Refund n DBKbrand' will also allow other possible utilities like 1) Receipt and Reply of Queries 2) Information like Mobile Nos., e-mail Id of Officers to whom their Application has been assigned.

III. Scrutiny Centre:

- Completeness of all Applications will be examined at three stages namely 1) by 'e-Docket' 2) By Scrutiny Officers and 3) By Refund/Brand Rate Sanctioning Officers (DC/AC).
- There will be 3 different types of Scrutiny Officers namely 1) Refunds 2) SAD Refunds and 3) Brand Rate of Drawback as illustrated in Table at **I(3)** above. There may be more than one Scrutiny Officers in each category and their broad grouping will be based on CTHs and Assessing Groups in JNCH.
- All complete Service-Centre and Online Applications will be sent to the queues of Scrutiny Officers (AO/ Superintendent/ EO/ PO) meant for 1) Refunds 2) SAD Refunds and 3) Brand Rate of Drawback.
- The Scrutiny Officers will scrutinize Completeness of Applications and send Complete Applications to the corresponding Refund Sanctioning Officers. If there is any deficiency is noticed in Complete Applications, Deficiency Memos will be generated and issued to Applicants on online Applicant's Interface. 'e-Refund n DBKbrand' will also generate a postal copy which will automatically contain all the details which will be posted by Scrutiny Officer to the Applicant. All aforesaid Incomplete Applications will also be sent to the queues of Refund Sanctioning Officers and will not come back to Scrutiny Officers.
- Hard Copies of Applications will not come to Scrutiny Officers.

IV. Storage and Retrieval in/from 'Application Bank':

- '**e-Refund n DBKbrand**' will have an 'Application Bank' where all Application at all stages will be stored.
- The extensive indexing covering all fields and all events will be performed while data entry.
- The softcopy of all pages to be stored.
- Handover of the Hard Copies back to Refund Sanctioning Authorities, and accordingly marking the 'handing-over' event in the database.
- Different types of Applications will have appropriate flags to differentiate.



- Applications will have appropriate flags for each stage of processing and accordingly status of the application will be determined and notified.
- Search Criteria for any file or document to be based on Unique Application No., Type of Refund, Brand Rate Application, Company Name, IEC, Description of Goods, CTH, Date, Amount Range etc. The vendor will provide the list of all the columns heading, field factors and event factors and accordingly Search Criteria will be finalized.
- Applicants will be able to Search related Applications whereas official users will be able to make extensive search on Id and Password based access.

V. Running of Service Centre:

- Vendor will appropriate number of scanners and manpower at Service Centre for Scanning Approx. 25000 documents a day.
- Vendor will specify Number of Scanners and Number of Resources for each 1000 documents. It will be ensured that scanning is done systematically and documents are uploaded only in the designated slot of 'e-Docket'.
- Vendor will quote per document rate and for the purpose of making preliminary assessments they may study the volume of documents of related sections on designated dates and time.

VI. Hardware:

- Vendor will clearly specify various hardware and space requirements for 1) Development 2) Pre-production 3) Production 4) Service Centre 5) Phase-I and II.

4.3.1.2 Part II: Running of Service Centre for Scanning and Receipts of Refunds and Drawback Applications:

I. Refund Sanctioning and Authority Thereof

- There will be 3 different types of **Refund Sanctioning Authorities** namely for 1) Refunds 2) SAD Refunds and 3) Brand Rate of Drawback as illustrated in Table at I (3) above. There may be more than one **Refund Sanctioning Officers** in each category and their broad grouping will also be based on CTHs and Assessing Groups in JNCH.
- All complete Applications will be sent by Scrutiny Officers to respective Refund Sanctioning Authority.
- All incomplete Service-Centre and Online Applications will also be sent by Scrutiny Officers to the queues of **Refund Sanctioning Authorities** meant for 1) Refunds 2) SAD Refunds and 3) Brand Rate of Drawback.
- **Refund Sanctioning Authorities** will be enabled to retrieve any Application from Scrutiny Officers and Application Bank and sanction the refund.



- In this way all Complete and Incomplete Applications will be available at both 'Application Bank' and in the queue of respective **Refund Sanctioning Authorities**.
- **Refund Sanctioning Authorities** will have enhanced Service Centre functionalities and thereby they will be able to upload Deficiency Removing Documents or Reasoning or Amendments directly in the Application and such changes will be automatically updated in the copy of same Application lying with 'Application Bank'.
- On removing Deficiency by Service Centre or Online by Applicant or by the **Refund Sanctioning Authorities**, the changes will be populated in the Incomplete Applications lying in the queue of **Refund Sanctioning Authority** or Scrutiny Officers and in Application Bank. In case Application is in transition, the 'Change Memo' will wait at destination where changes will be affected. On removing the deficiency, by **Refund Sanctioning Authorities** 'e-Docket' will check the completeness and generate a message for **Refund Sanctioning Authorities** who will accept the message and thereupon the Application will automatically shift to the queue of complete applications. **Refund Sanctioning Authorities** will have option to shift even an incomplete application to queue of complete application and sanction the refund.
- Service Centre will send Hard Copies of Applications to the respective **Refund Sanctioning Authorities**.
- '**e-Order**' will be another functionality which will generate 'Draft Orders' in following stages namely 1) Generation of a Table by 'e-Docket' with key data elements which will be identified regarding each type of Refund/Drawback illustrated above at **I (3)**. 2) Preparation of draft orders in 'Word Documents' for each type of Refund/Drawback illustrated above at **I (3)**. 3) Population/transfer of data from aforesaid Table to the respective Blank Fields of System Draft Order. 4) Shifting of System Draft Order to an editable page. **Refund Sanctioning Authorities** will be able to upload any outside text to editable page and will not be bound by text of System Draft Order. 5) The text of PH records will be added. 6) Conversion of editable version of order to non-editable and thus order will become final. 7) Any amendment in Final Order will be permitted through only by a 'Corrigendum'.
- System will attach a flag of details of payments with all documents including items of BE/SB so that to avoid future double payment and thus basic documents will be defaced in system. Such documents may be Items of BE/SB, Challans, Appellate Orders, Finalization Order of Provisional Assessment etc. System Defacement will not be an alternative of physical defacement.
- There will be provisions to feed OIO No and Date.
- The order will be automatically mailed to Applicant.
- The order will be sent to DDO for payments.

II. DDO:



- After sanctioning, Refund/ Drawback orders will be sent to the queue of the DDO.
- DDO will make e-payments directly in the bank account of the applicant or issue cheque and enter the details in system which will be used for future validation.
- Required integration with banks will be done.
- In case of refund Application of Double Duty Payments, an online system of verification with banks will be developed.

III. Admin Console:

- There will be suitable Roles and corresponding Privileges for 1) Service Centre 2) Scrutiny Officers 3) Refund Sanctioning Authorities 4) System Administrator/Manager etc. 5) DDO.
- Privileges may include the functionalities at all points including Application Bank.
- Privileges like creation of various Official Users, Changing Password of Official Users and Applicants, Generating User Id and Password for Applicants, Transfer of Application from one point to other point, Raise Query, Reply Query, Upload Application/Amendments/Reasoning in 'e-Docket', 'e-Order' Related Privileges, Print/View MIS Reports, Creation of Groups of Scrutiny Officers and Refund Sanctioning Authorities, Create/Remove Official users, Transfer of Groups from one officer to other, Create/Remove/Transfer DDOs etc.
- Log of status of any Application will be generated and Status will be notified to all Official Users and Applicants through a specific section for this purpose. Factors like Stage of Pendency, Reason of Pendency and Officer with whom an Application is Pending will be clearly brought in Status Report. Suitable auto-mails will be generated at each stage of processing and sent to Applicants.
- MIS Reports should be extensive and cover all data fields and events and may *inter-alia* include 1) No. of Applications in each categories at **I (3)** pending at beginning of a month, receipt in a month, disposal in a month, closing balance. 2) Pendency at each point of processing with opening and closing balance, receipt and disposal. 3) Pendency with each officer/Group/DDO with opening and closing balance, receipt and disposal. 4) Pendency with Applicant and reasons thereof. 5) Total receipt and disposal figures with opening and closing balances 6) Reports about Rejected and Passed cases. 7) Reports about rejections due to non-validation etc. 8) Reports can be fetched for completed scanned file on the basis of No of files Completed, Pending, Accrued Per day.



3. General Terms and Conditions

3.1 General:

- a) While every effort has been made to provide comprehensive and accurate background information and requirements, bidders must form their own conclusions about the scope of work and deliverables. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to the various clauses as mentioned in this RFP.
- b) Bidders are advised to study the RFP carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP, and with full understanding of its implications.
- c) All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the purchaser on the basis of this RFP.
- d) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser. Any notification of preferred bidder status by the purchaser shall not give rise to any enforceable rights by the bidder. Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of purchaser.
- e) This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.

3.2 Pre-Qualification Criteria for Bidders:

Bidders that meet ALL of the following criteria need only apply:-

3.2.1 The Bidder should be a Company registered in India under the Companies Act, 1956 or a LLP Company registered under the Limited Liability Partnership Company Act, 2008 and should have been in existence continuously at least for the last 5 years as on the last date of submission of the bid. The copy of the certificate of incorporation and the copy of the PAN should be submitted.

3.2.2 The Bidder should have prior experience of having successfully maintained and/or developed projects of similar nature for any Government Organization, PSU or Public sector Banks. Documentary evidence indicating details of the contract/project



completed, client, the contact details of the client, value of the project, date of award etc. should be submitted.

3.2.3 The minimum number of resources required for each type and scope of work under this RFP is indicated in Clause 4.5. The Bidder should have adequate number of well qualified software professionals and statisticians (as per qualifications specified in Clause 6.4.5 of this RFP) proficient to work on Relational Database Management System (RDBMS) model on Oracle platform. The resources in the Project Team including the Project Manager and the Team Leads should be a full time BE / B. Tech / MCA from a recognized Institution / University and should have minimum 3 years of post-qualification experience. The qualifications of the Team Members of the Help-Desk Team can be any full time graduates from any recognized University having 2 years' experience in IT field.

3.2.4 The Bidder should not have been black listed by any Government Agency. A suitable disclosure in this regard has to be made.

3.2.5 The Bidder should have a minimum annual average financial turnover of Rs. 100 crores out of which at least Rs. 50 crores should be from the activities of projects of similar nature during each of the last three years. Audited copies of the Balance sheet for the last 3 years are to be provided.

3.2.6 The Bidder Company should be registered under VAT/Service Tax. Copy of VAT/Service Tax Registration certificate should be provided.

3.3 Location from where the services are to be provided:

3.3.1 The Bidder's team for provision of specified services including helpdesk would be required to be stationed at JNCH. The office space for the Team will be arranged by the Purchaser. The Bidder may specify the number of work-stations required, the server specifications and other hardware requirements. The Purchaser will provide any other License if it is required for providing the Service Delivery. The required connectivity for the execution of the contract shall be made available by the Purchaser. One team of professionals comprising one developer, four assistants, one executive engineer and four assistant engineers will be stationed at JNCH. The necessary infrastructure and office space for the same will be provided by the Purchaser. The said on-site Team will also move if the office of JNCH is moved. However, even in case of such shifting, the office premises for the said on-site Team will continue to be provided by the Purchaser. All the



Project Team Members are to be deployed by the Vendor after the approval of the Chief Commissioner of Customs, JNCH or any other office appointed by him.

3.4 Authorized Signatory:

3.4.1 It is required that an authorized representative of the bidder shall sign the original submission letters/ forms in the required format for both the Technical and the Commercial bid and shall initial all pages of the conformation to pre-qualification criteria, Technical and Financial bids. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

3.5 Integrity Pact:

3.5.1 The bidder is required to enter into an Integrity Pact with the purchaser. For this, the bidder shall submit the signed & stamped copy of Integrity Pact as part of the folder entitled "Technical Bid" (refer clauses 3.15 & 3.16 for details), failing which, the bid shall be liable for rejection. The format for the Integrity Pact is provided in Annexure A7

3.6 Proposal Preparation Costs:

3.6.1 The bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ making presentations, preparation and submission of proposal, in providing any additional information required by the purchaser to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process.

3.6.2 Purchaser will in no case be responsible or liable for above mentioned costs, regardless of the conduct or outcome of the entire Bidding Process.

3.7 Pre-Bid Meeting & Clarifications:

3.7.1 Bidders' Queries:

3.7.1.1 Any clarification regarding the RFP document and any other item related to this project can be submitted to Purchaser as per the submission mode and timelines mentioned in the Data Sheet. It is necessary that the pre-bid queries should be limited to maximum of 30 distinct queries, and must be submitted in excel sheet in the format



as mentioned in Annexure J along with name of the organisation submitting the queries.

3.7.1.2 Purchaser shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Purchaser. Further Purchaser will reserve the right to issue clarifications.

3.7.2 Responses to Pre-Bid Queries and Issue of Corrigendum:

3.7.2.1 Purchaser will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. It will formally respond to the pre-bid queries after the pre-bid conference. No clarification will be entertained after the pre-bid conference.

3.7.2.2 Purchaser will endeavor to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the bidders.

3.7.2.3 Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by Purchaser exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Purchaser.

3.7.2.4 All clarifications and any other corrigendum/ notification issued by Purchaser subsequent to issue of RFP, shall only be available/ hosted on the website URL mentioned in the Data Sheet.

3.8 Earnest Money Deposit (EMD):

3.8.1 Bidders shall submit, along with their Bids, an Earnest Money Deposit (EMD) as Bid Security Fee of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of Bank Guarantee and shall remain valid for the time mentioned in the Data Sheet. EMD in any other form will not be entertained.

3.8.2 The Bid Security is required to protect Purchaser against the risk of Bidder's conduct which would warrant EMD's forfeiture pursuant to the clauses mentioned below.

3.8.3 EMDs of all unsuccessful bidders would be refunded without interest by Purchaser after award of contract to the Successful bidder.



3.8.4 The EMD for the Successful bidder would be returned, without interest, upon the bidder executing the contract and on submission of Performance Bank Guarantee.

3.8.5 In case bid is submitted without the bid security then Purchaser reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

3.8.6 The EMD may be forfeited:

- If a Bidder withdraws the bid or increases the quoted prices during the period of bid validity or its extended period, if any.
- If a bidder does not respond to requests for clarification of its Proposal.
- If a bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP or fails to furnish Performance Bank Guarantee in accordance with this RFP.
- During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.
- During the bid process, if any information is found wrong/ manipulated/ hidden in the bid.

3.8.7 The decision of the purchaser regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

3.9 Bid Validity Period:

3.9.1 Bid shall remain valid for the time mentioned in the Data Sheet.

3.9.2 Purchaser may request the bidder(s) for an extension of the period of validity. The validity of the EMDs as requested in clause 5.8 should also be suitably extended if called upon to do so by Purchaser.



3.9.3 On completion of the validity period, unless the bidder withdraws its bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws its bid.

3.10 Income Tax Clearance Certificate:

3.10.1 Unless otherwise exempted, the Bidder, if assessed under the Indian Income-Tax Act, shall enclose with the bid, a **valid Income Tax Clearance Certificate** issued by the appropriate Income Tax Officer under his seal. The Bidder shall submit a Copy of their PAN certificate. Without this, the bid is liable to be rejected.

3.11 Undertaking:

3.11.1 The Bidder should give an undertaking that it will undertake the project on its own without resorting to sub-contracting, except in respect of Statistical resources.

3.11.2 The Bidder shall undertake to execute the deed of assignment of any copyright, patents and design rights in favour of the Purchaser.

3.11.3 The Bidder shall undertake to comply with the information security and other policies of CBEC.

3.11.4 The Bidder shall undertake that, upon termination of the contract envisaged under this RFP for any reason, or upon demand by Purchaser, whichever is earlier, return any and all information provided to Vendor by Purchaser, including any copies or reproductions, both hardcopy and electronic.

3.11.5 The Bidder shall undertake that the Source Codes, documents and data existing at the commencement of the Contract arising out of this RFP and the Source Codes, documents and data that may come into existence during the currency of the said Contract and Intellectual Property Rights of all the software applications developed under this project shall be the exclusive property of the Purchaser.

3.11.6 The Bidder shall undertake to disclose to the Purchaser in writing, all actual and potential conflicts of interest (as envisaged in Clause 1.8) that exist, arise or may arise (either for the Bidder or for the Bidder's Team) in the course of performing the Services as soon as possible.



3.11.7 The Bidder shall undertake to ensure a complete and proper transition from the existing Vendor by effecting a complete, exhaustive and proper Knowledge Transfer (KT) and Handing over Taking over (HOTO) process within three months of the award of Contract.

3.11.8 The Bidder shall undertake to impart KT and provide hand-holding to the Team of any other Application of CBEC (existing or to be developed in future) as and when called upon to do so by the Purchaser.

3.11.9 The Bidder shall furnish the required Undertakings in the format prescribed in Annexure A6.

3.12 Information Security:

3.12.1 The Vendor and the personnel deployed on the project shall be required to abide by and adhere to the Information Security Management System (ISMS) Policy laid down by the Directorate General of Systems and Data Management, CBEC.

3.12.2 The Vendor shall not carry any document or diagram pertaining to RMS application either in hard copy or in electronic format contained in storage devices like floppy diskettes, hard disk, storage tapes, other storage devices or any other goods / material proprietary to Purchaser without written permission from the Purchaser.

3.12.3 The Vendor shall not destroy any unwanted documents, defective tapes / media used in the delivery of the services under this RFP on their own. All such documents, tapes/ media shall be handed over to the Purchaser.

3.12.4 All documentation and media used in the service delivery shall be properly identified, labeled and numbered by the Vendor. Vendor shall keep track of all such items and provide a summary report of these items to the Purchaser on a monthly basis.

3.12.5 Access to Purchaser's data and systems, Email and Internet facility by the Vendor's team shall be in accordance with the security and access policies set by the Purchaser.

3.12.6 Vendor would be required to acknowledge that Purchaser's business data and other proprietary information or materials, whether developed by Purchaser or being used



by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Purchaser; and Vendor would be required to take reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Vendor to protect its own proprietary information. Vendor would be required to recognize that the goodwill of the Purchaser depends, among other things, upon Vendor keeping such proprietary information confidential and that unauthorized disclosure of the same by Vendor or its team could damage the goodwill of Purchaser. If Vendor comes into possession of any piece of proprietary information, even though Vendor does not take any direct part in or furnish the services performed for the creation of said proprietary information, the Vendor shall limit access thereto to employees with a need to such access to perform the services required under this RFP. Vendor shall use such information only for the purpose of performing the said services.

3.12.7 The Vendor would be required to follow proper entry and exit criteria for their personnel. A record shall be kept in respect of any artifacts handed over by the Purchaser to project personnel and suitable de-briefing of personnel leaving the project, along with return of CBEC artifacts, if any, would have to be done by the Vendor. The Purchaser may require that any CBEC information on resource’s laptop, data drive, etc., to be permanently ERASED (not just deleted) to the Purchaser’s satisfaction.

3.13 Terms and Conditions of Bidding Company:

3.13.1 Any terms and conditions sought to be imposed by the Bidder contrary to/inconsistent with the Terms of the RFP will not be considered as forming part of their RFPs and shall in no case be binding on the Purchaser in any manner. In case the terms and conditions of the contract applicable to this invitation to RFP are not acceptable to any Bidder, they should clearly specify any deviation, in the format appended to this RFP Document as Annexure A5.

3.13.2 **Local Conditions:** It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and/or cost. RMS Application has three distinct environments for Development, Pre-Production and Production. The Bidders would need to familiarize themselves with these environments. Access to Production will not be granted to the Vendor’s Team. Any Bidder submitting a bid to the Purchaser shall be presumed to have acquainted themselves fully with all conditions and factors pertaining to CBEC and the subject bid.



3.14 Statement of Deviation:

3.14.1 Any deviations from the RFP terms and conditions or scope of work which go against the spirit and intent of this document or constitute a deviation from Purchaser's expectations may result in disqualification / rejection of the bid. However, in case the Bidder feels strongly about any aspect, especially if it would result in an improvement of the services, these aspects may be highlighted in the specified format only (as provided in Form Annexure A5) and not in any other part of the bid document. Deviations that are not included in specified format and contained elsewhere in the bid document would not be taken into account.

3.14.2 These Bidders may, if necessary, be asked to give their supplementary Financial Bid on the basis of fine-tuning decided by the Purchaser. Reasonable time will be given to the Bidders to submit the supplementary Financial Bid. The revised technical proposal shall again be evaluated, if found necessary, before proceeding with the financial evaluation.

3.14.3 The original Financial Bid read with the supplementary Financial Bid shall be evaluated to select a Bidder for the award of contract.

3.15 Submission of Bids:

3.15.1 It is proposed to have Two Bid System for this RFP:

- i. The Technical Bid.
- ii. The Financial Bid

3.15.2 The bidder shall submit the following folders as part of the Bid Submission. Each folder will be marked as mentioned in the table below:

Folder Number	Folder to be Super-scribed	Content of Folder
<i>One</i>	<i>Conformation to Pre-Qualification Criteria</i>	<i>Pre-Qualification Checklist and the supporting documents to prove Pre-Qualification.</i>



<i>Two</i>	<i>Technical Bid</i>	<i>a) Technical Bid Cover Letter b) Copy of Earnest Money Deposit(EMD) BG as explained in clause 5.8 c) Copy of Integrity Pact duly signed by the bidder. d) Copy of RFP Document with the sign of Authorised signatory or stamp of firm on all pages. e) Copy of RFP corrigendum, if any, with the sign of Authorised signatory or stamp of firm on all pages. f) The Technical Proposal including all the required documents as mentioned in 6.4.1. g) Undertaking h) Un-priced Financial Proposal (copy of Financial Bid with prices blanked out). Please note that prices should not be indicated in the Technical Proposal. If indicated, the Bid shall be liable to be rejected.</i>
<i>Three</i>	<i>Financial Bid</i>	<i>a) Financial proposal cover letter. b) Financial Proposal in specified format.</i>

3.15.3 Please note that the Prices should only be specified in the Financial bid, and not mentioned anywhere else in the bid.

3.15.4 All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.

3.15.5 All pages of the Confirmation to Pre-qualification Criteria, Technical Proposal and Financial bid shall be initialed and stamped by the person or persons who sign the bid.

3.15.6 Failure to submit bid on time could cause a proposal to be rejected.

3.15.7 Purchaser will not accept delivery of bid by fax or e-mail or hard copy.

3.15.8 Any bidder wishing to withdraw the bid, after it is submitted may do so provided the written notice of such withdrawal is received by the officer of the Purchaser (refer Data Sheet for details of the officer) prior to the deadline for submission of the bid.



3.16 Bid Format:

3.16.1 Bidder shall submit their bids in the format mentioned below. Bids not in the prescribed formats will be liable for rejection:

- a) Format of Bank Guarantee for EMD, as given in Annexure 'H'.
- b) Format for Conformation to Pre-qualification Criteria, as given in Annexure 'E'.

3.16.2 Technical Bid Format:

Sr. No.	Heading	Details
1	Technical Proposal cover letter	As per format given in Annexure A1
2	About the Organization	A brief note on the present and past activities of the bidder, a brief history of their operations, financial information (e.g. turnover, profits) names of the top level functionaries in the organization, any commendable achievements in the past by the organization, address and communication
3	Summary of Strengths and Expertise	A concise summary of the strengths and expertise of the bidder to meet the requirements of the Scope of Work and Deliverables as envisaged in the RFP
4	Certificate for Authorised Signatory of Bid	A copy of board resolution or power of attorney showing that the signatory has been duly Authorised to sign the Bid.
5	Company's References	As per format given in Annexure A2



6	Proposed approach	<p>A roadmap for efficacious delivery of obligations that would be enjoined upon the successful Bidder after the award of Contract should be furnished in the format given in Annexure A3.</p> <p>The approach should focus on aspects like Transition Management from incumbent vendors, ensuring Business as usual during transition and post transition phases, approach to ensure highest customer satisfaction, mechanism that would be adopted to improve quality of services, efficacy of RMS application training of resources and attrition management.</p>
7	Curriculum-vitae of Project Members	Curriculum-vitae for proposed professional staff as per format given in Annexure A4.
8	Statement of Deviations	Deviations from Terms and Conditions of RFP as per format given in Annexure A5.
9	Undertaking	Undertaking as per format given in Annexure A6
10	Integrity Pact	As per the format mentioned in Annexure A7
11	Complete Response to Technical Evaluation Criteria	Refer to details in section 6.

3.16.3 Financial Bid Format:

Sr. No.	Heading	Details
1	Financial Proposal Cover Letter	As per format given in Annexure B1.
2	Financial Proposal	As per format given in Annexure B2.

3.16.3.1 The Financial Bid should indicate the firm and final amount in Indian Rupees, which shall not be subject to any variation whatsoever. The amount shall be mentioned in figures as well as words.



3.16.3.2 The price quoted should be based upon the scope of work and deliverables detailed in Section 2, the cost of engaging, the required manpower and the operational cost required for the delivery of the services.

3.16.3 Detailed basis for calculation of the total price, inclusive of all taxes, surcharges, levies as applicable on the date of submission of bid must be given. The tax/ levy component must be reflected separately for the evaluation of the price of the proposed solution NET of taxes. The Bidder shall quote a firm price and no escalation of any form shall be admissible, except for a hike in any of the applicable tax component. The Purchaser shall however make payments only against invoices that reflect taxes/ surcharges/ levies separately.

3.16.3.4 If there is any discrepancy in the Financial bid, it will be dealt as per the following:

- i) If there is a discrepancy between words and figures, the amount in words shall prevail.
- ii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Purchaser, the bid is liable to be ignored.

3.17 Firm Price Bid:

3.17.1 This RFP is for a firm price bid. Prices quoted by the Bidder shall remain constant throughout the period of the contract and shall not be subjected to any variation during the successful Bidder's performance of the contract, except for the component of applicable tax. A bid submitted with an adjustable price quotation (except for the component of applicable tax) will be treated as non-responsive and rejected. Prices shall be written both in words and figures.

3.17.2 If any tool is required for discharge of the services, it will be at the cost of the Vendor.

3.17.3 The prices quoted should also include all rights (if any) of patent, copyright, registered design or trademark.

3.18 Contacting the Purchaser:

3.18.1 No Bidder shall contact the Purchaser on any matter relating to its bid, either directly or indirectly from the time of the bid opening to the time the contract is awarded, unless explicitly asked to do so, in writing, by the Purchaser.



3.18.2 Any efforts by a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decision, either directly or indirectly may result in the rejection of the Bidder's bid.

3.19 Language:

3.19.1 The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.20 Authentication of Bids:

3.20.1 The Authorised Signatory representing the bidder shall initial all pages of the Conformation to Pre-qualification criteria, Technical and Financial Bids. Bid should be accompanied by an Authorisation in the name of the signatory of the Bid.

3.21 Amendment of Request for Proposal:

3.20.1 At any time prior to the deadline for submission of proposals, Purchaser, for any reason, may modify the RFP by amendment and publishing it in the website mentioned in the Data Sheet. Such amendments shall be binding on the bidders. Purchaser, at its discretion, may extend the deadline for the submission of proposals. Purchaser may change the scope after the submission of technical bids by the bidders. In this case, Purchaser will release a corrigendum/ clarification and ask the bidders to resubmit their Financial bids.

3.22 Late Bids:

3.22.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The bids submitted by telex/ telegram/ fax/ e-mail/ hard-copy etc. shall not be considered. No correspondence will be entertained on this matter.



3.23 Right to Terminate the Process:

3.23.1 Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Purchaser. The bidder's participation in this process may result in the Purchaser selecting the bidder to engage towards execution of the contract.

3.24 Acceptance/ Rejection of Bids:

3.24.1 The purchaser reserves the right to accept or reject any bid, and to annul this process and reject all bids at any time prior to award of the project, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser' sanction. Purchaser reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Purchaser also reserves the right to assess the bidder's capabilities and capacity. In all the above cases, the decision of Purchaser shall be final and binding. The Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and signed by authorised signatory. Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.

3.25 Disqualification:

3.25.1 The proposal of a bidder is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c) The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- d) Proposal is received in incomplete form.
- e) Proposal is received after due date and time.
- f) Proposal is not accompanied by all the requisite documents and certifications as mentioned in the RFP.
- g) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the



processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

- h) Financial bid is enclosed with the technical bid.
- i) Bidder tries to influence the proposal evaluation process by adopting prohibited practices at any point of time during the bid process.
- j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

3.26 Fraud and Corrupt Practices

3.26.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Purchaser shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Purchaser for, inter alia, time, cost and effort of the Purchaser, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.

3.26.2 Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which Purchaser may have under the LOI or the Agreement, if a bidder is found by Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such bidder shall not be eligible to participate in any RFP or RFP issued by Purchaser during a period of 3 years from the date such bidder is found by Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.



4. Selection process for bidder

4.1 Opening of Bids:

4.1.1 There will be three bid-opening events:

- a) Conformation to Pre-qualification Criteria Opening.
- b) Technical Bid Opening.
- c) Financial Bid Opening.

4.1.2 The Conformation to Pre-qualification Criteria will be opened first and evaluated. Thereafter, the Technical Bids of those bidders who qualify the pre-qualification criteria will be opened and will be evaluated. The Financial Bids of only those bidders who meet the technical evaluation criteria will be opened.

4.2 Preliminary Examination of Bids:

4.2.1 Purchaser will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, will be rejected by Purchaser and shall not be included for further consideration. Initial Bid scrutiny will be held and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorisation (Power of Attorney)
- Received without EMD
- Found with suppression of details
- Submitted with incomplete information, subjective, conditional offers and partial offers
- Submitted without the documents requested in RFP
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period

4.2.2 The Purchaser may waive any minor infirmity or non-conformity 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. The decision of the Purchaser in this regard will be final.



4.3 Clarification on Bids:

4.3.1 During the bid evaluation, Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4.4 Evaluation Process:

4.4.1 Tender Evaluation Committee: The Director General, Directorate of Revenue Intelligence or The Additional Director General, Risk Management Division, Mumbai will constitute the RFP Evaluation Committee(s). The Committee(s) will evaluate the Bid Documents submitted by the Bidders. The RFP Evaluation Committee(s) shall evaluate the responses to the RFP and all supporting documents/ documentary evidence and may choose to conduct technical discussion with any or all the Bidders. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection. All bids will be checked against the Disqualification criteria as mentioned in Clause 5.26.

4.4.2 The decision of the Evaluation Committee(s) in the evaluation of the Technical and Financial bids shall be final and binding on all the parties.

4.4.3 The Bid evaluation criteria are mentioned below. Bids which meet ALL the criteria would be short-listed. Financial bids of only these short-listed bidders would be opened on the date and time announced in this behalf.

4.4.4 The Tender Evaluation Committee(s) reserves the right to reject any or all proposals. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.4.5 Evaluation of the bids would be carried out by the evaluation committee in three stages namely pre-qualification evaluation, technical bid evaluation and financial bid evaluation. All bids submitted must meet the pre-qualification criteria stated in this RFP.

4.4.6 Incomplete bids will not be considered for evaluation.

4.4.7 Bids will be evaluated on a Quality and Cost Based Selection (QCBS) criteria incorporating both a technical and a financial evaluation on 70:30 basis (70% weightage to



technical score and 30% weightage to financial score), with a minimum qualifying score of 70% in Technical bid for opening of Financial bid.

4.4.8 A proposal may be rejected at the technical evaluation stage if it fails to achieve the minimum technical score.

4.4.9 The detailed steps for evaluation are as follows:

4.4.9.1 Stage 1: Evaluation of Pre-qualification:

1. Pre-qualification folder is opened electronically.
2. The Pre-qualification check-list and supporting documents are evaluated to decide whether the bidder meets all the Pre-qualification criteria specified in the RFP.
3. Technical Bids of only those bidders who meet all the Pre-qualification criteria will be evaluated.

4.4.9.2 Stage 2: Technical Evaluation:

1. EMD and Integrity Pact are checked for their correctness.
2. "Technical bid" will be opened electronically.
3. All bids are validated against the Disqualification criteria as mentioned in Clause 5.26.
4. Evaluation Committee will review the technical bids to determine whether the technical bids are substantially responsive to the requirements as specified in the RFP and also meet the criteria as mentioned below.
5. *Evaluation from the clients of the Bidder:* The Purchaser may, if necessary, obtain the evaluation from the clients of the Bidder on the quality of services rendered by the shortlisted Bidder.
6. **Evaluation of the Technical Bid (Maximum marks: 100):** The evaluation of the Technical Proposal will be based on the weightage for each component, as indicated below. A minimum mark to qualify in the technical evaluation stage is 70%.

A. Project Team (30%) – 30Marks

The Project Manager must possess at least 8years of relevant work experience and out of which 5 years in projects of similar scale and magnitude in same set of technology with a minimum of 2 years of experience as project manager, the Team Leads should possess at least 6years of relevant work experience and the team members handling Java coding should be minimum Oracle certified professional Java programmer and the DBA should be minimum Oracle Certified Professional in DBA. The statistician should be a Post graduate



in Statistics and should have at least 2 years of experience in handling voluminous data using advanced statistical packages.

The following will be considered for evaluation in this category, for which the following details need to be furnished for all the resources.

- Educational Qualification
- Educational Institution.
- Key Qualification (certification in Java, Oracle like Enterprise Architect etc)
- Total years of experience in IT field,
- Total years of experience in the similar project,
- Total years of experience in the area of work like (Oracle, Struts, Web application), Certification of the Team leads and Project manager (PMP, 6 sigma, ITILv3)
- Position held in different IT projects
- Relevant experience.

If required, the Purchaser may conduct a written test to evaluate the resources before finalizing the Technical Bid evaluation.

B. Relevant Experience of the Organization (30%) – 30Marks.

Experience of the company in developing and/ or maintaining project as ascertained from the details to be provided in Annexure A2

C. Certifications possessed by the company (20%) – 20 marks:

ISO IEC 20000 certificate (5 Marks), ISO 27001 certificate (5 Marks) and for both 10 marks; CMMi Level 1(2 marks), CMMi Level 2(4 marks), CMMi Level 3(6 marks), CMMi Level 4(8 marks) and CMMi Level 5(10 marks).

D. Approach & Methodology towards Support and Enhancements (15%) – 15 Marks:

It is expected that the Bidder would give a roadmap of Quality Service Delivery in terms of the Scope of Work with professionalism, commitment and adherence to timelines. (Marks allotted would depend upon their commitment and undertaking in providing the services as per the requirements of the Purchaser and as per the timelines fixed by the Purchaser and the completeness and level of details provided by the Bidder).



E. Quality of documented presentation to Technical Evaluation Committee (5%) – 5 Marks:

Bidders should be ready to give a presentation before the Technical Committee at five days' notice, on their proposed roadmap for the service delivery. Bidder's team would be expected to reply to all the queries raised by the Technical Evaluation Committee during this presentation.

4.4.9.3 Stage 3: Evaluation of the Financial Bid (Maximum marks: 100):

- i. The Financial bids of the technically qualified bidders will be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Purchaser's discretion.
- ii. Financial Bids that are not meeting the condition mentioned in clauses 5.16 & 5.17 shall be liable for rejection.
- iii. The bid price shall be in Indian Rupees.
- iv. Any conditional bid would be rejected
- v. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between words and figures, the amount in words will prevail.
- vi. The evaluation of the Financial Bid will be as follows:
The lowest cost bid among the successful bids after stage 2 will be assigned 100 marks. The points for the other successful bids will be computed as per the following formula:

$$\text{Financial Bid Score} = (\text{Lowest Bid/Bidder's Price}) * 100$$

The Financial Bid value shall be treated as contract value.

4.4.10 Overall Score:

The overall score will be arrived at as below:

$$\text{OVERALL SCORE} = (\text{Technical Bid Score} * 0.70) + (\text{Financial Bid Score} * 0.30)$$

The successful Bidder will be the one with the highest overall score.

4.5 Purchaser's Right to Vary the Quantities at the time of Award:

4.5.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services to arrive at the optimum quantities required to ensure smooth functioning of the System.



5. Award of contract

5.1 Notification of Award:

5.1.1 Purchaser will notify the successful bidder in writing by courier/ registered letter that its bid has been accepted. The Purchaser will issue the Letter of Intent (LOI) for award of contract to the successful bidder.

5.1.2 Upon the successful bidder's furnishing of Performance Security pursuant to Clause 5.3 and execution of the Contract, the Purchaser will promptly inform each unsuccessful bidder and would discharge its Bid Security pursuant to clause 3.8.

5.2 Signing of Contract:

5.2.1 After the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the contract form incorporating all agreements between the Purchaser and the successful Bidder. (The contract will mainly comprise the contents of this RFP, along with all Annexures, Corrigenda, Amendments, clarifications on the RFP document and the contents of the Technical and Financial Proposals of the successful Bidder to the extent accepted by the Purchaser. Draft contract form is attached as Annexure F).

5.2.2 Within 15 days of the receipt of the contract form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

5.3 Performance Security:

5.3.1 The Vendor shall, within 15 days after the receipt of Letter of Award from Purchaser, furnish an unconditional, irrevocable and continuing Performance Security/Guarantee to Purchaser for an amount equal to 10% of the Contract Value from any Commercial bank in the format prescribed at Annexure C.

5.3.2 The Performance Security shall be valid for entire Term and six months thereafter. If the Performance Security is liquidated/ encashed, in whole or in part, during the currency of then Performance Security, the Vendor shall top up the Performance Security with the same amount as has been encashed within 15 days of such encashment without demur.



5.3.3 Failure of the successful Bidder to comply with the requirement of Clause 5.3.1 or 5.3.2 Above shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the Bidder who has been found to be the most suited among the remaining Bidders or call for new bids.

5.4 Failure to agree with the Terms & Conditions of the RFP:

5.4.1 Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value bidder or call for new proposals. In such a case, Purchaser shall invoke the Performance Security and/or the EMD shall be liable to be forfeited.



6. Annexure A: Technical Bid – Standard Forms

- A1: Technical Proposal Cover Letter.
- A2: Format for Company's References.
- A3: Proposed Approach.
- A4: Format of Curriculum-Vitae for proposed staff (including proposed DBA and programmers, maintenance staff).
- A5: Format for Deviation from General Terms and Conditions.
- A6: Format of Undertaking to be given in terms of Clause 4 .11.
- A7: Format of Integrity Pact.



6.1: A1- Technical Proposal Cover Letter

Company Profile

1. Name of the Company:
2. Mailing address:
3. Incorporation status of the Company: (Public limited/Private Limited)
4. Year of establishment:
5. Details of Company Registration:
6. Contact Executive of the Company: (Name & designation)
Tel: _____ Fax: _____ Mobile: _____ E-mail: _____ Website: _____
7. VAT No. _____ Service Tax No. _____
PAN No. _____ TIN No. _____
8. Certifications / standards (All the standards and certifications like ISO, SEI CMMi etc should be enclosed. Name of the certifying agency and the year of certification):
9. Details of work/ projects undertaken during last 5 years with documentary proof thereof. Projects of similar nature may be specifically mentioned:

Sr. No.	Name of the Organization for whom the work/project undertaken	Contact Details of the client (Please indicate contact details including e-mail of SPOC from client's side)	Project features / description of work done/ No of resources deployed in the project.	Duration with dates	Project cost (in Rs)

Note: Please enclose Work order/Project completion certificate from client.

10. Curriculum Vitae (CV) of Project Members: Please enclose CV of all Personnel to be deployed on the Project. (viz. Project manager, Team Lead, and Team member). Please give details as per A4.



11. Financial Turnover of the company: Please indicate Annual Turnover for the last 3 years.

Note: Please enclose Audited copies of Balance Sheet for the last 3 years.

12. Bidder's evaluation of their competence for execution of the project (Please explain in brief about the core strength of the company to handle the subject project).

13. Approach and Methodology towards support, maintenance and refined risk analysis.

14. Any other piece of information relevant to the bid that the Bidder would like to furnish.

15. Details of Bid Security Bank Guarantee No.. Date

Name of the Bank

Amount

Date:

Seal of the Company

(Authorized Signatory) Name:

Designation:



6.2: A2- Format for Company's References

Relevant services carried out in the last ten financial years that best illustrate experience in handling projects of similar nature. The following details may be given for each of the projects handled during last 10(ten) years.

Type of Project:		
Project Name:		Country:
Project Location within Country:		Professional Staff Provided by your Company
Name of Client:		No of Staff
Start Date	Completion Date	Approx. Value of Services:
Name of Associated Company:		No of Man Months of professional staff provided by associated company(s)
Name of senior staff involved and functions performed:		
Detailed Narrative of Project:		
Detailed Description of actual services provided by your company:		
Certified processes adopted in the implementation of the project like ISO IEC 20000, ISO 27001, CMMilevel1 - 5, 6 sigma, ITIL V2 / V3 etc.		
Evidences of third party auditing to establish the actual implementation of		
Latest report of any periodical feedback to be given by the client.		
Hardware [give brief details covering Server, Processor configuration (SMP or Cluster), storage technology etc.]		
Technologies Implemented and tools used: OS Database Risk Management tool Others		Security features implemented - Password-based / Role-based / Digital certificates / signature, encryption, public key system, LDAP server, single sign-on etc.
Number of concurrent users		Database sizes :



**Status of the project:
(Completed/ ongoing/ terminated / suspended) – Details and documentary evidence to be provided. A copy of Completion Certificate to be attached in respect of completed projects. A copy of Progress Report along with work order in respect of ongoing projects to be attached.**

Purchaser's team may like to visit the some of the reference sites to understand the project details. Details of reference sites should be provided. The company should confirm from the client that a visit of Purchaser team to their site could be arranged.



6.3: A3- Proposed approach

1. Approach for production support
2. Approach for maintenance
3. Approach for Refined risk analysis.
4. Deliverables
5. Testing approach
6. Others



6.4: A4- Format of Curriculum-Vitae for proposed professional staff

Proposed Position:			
Name of Company:			
Name of Staff:			
Job Designation:			
Date of Birth:			
Years with Organisation:		Nationality:	
Membership in Professional Societies/ Quality Certifications like PMP, 6 sigma etc.			
Detailed Responsibilities:			
Key Qualifications in the specified area like Java, Oracle, Web application:			
Years of experience in the specified area of work if any like Java (struts, J2EE etc), Oracle, Web application.			
Education:			
Employment Record:			
(a) Total years of experience in IT (b) Total years of experience in the projects of similar nature (c) Positions held in different IT projects with duration			
Relevant Experience: (Detailed description of the project and tasks performed / technologies / tools used, responsibilities by the individual, position in the project, duration for which the individual worked in a particular assignment)			
Skill Set:			

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.



.....
[Signature of the proposed professional staff]

Date:
Day/Month/Year

Full name of the proposed professional staff member:

Attested by

[Signature of the Authorised Signatory]

Full name of Authorised Signatory:



8.5 A5. Deviations from Terms & Conditions

Following are the deviations from the Terms and Conditions of the RFP. These deviations and variations are exhaustive.

Sr. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations.	Brief reason

Signature of the Bidder

Dated

Place



6.7: A7– Integrity Pact

Pre-Bid/Pre-Contract Integrity Pact

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of __201_, between, on one hand, the President of India acting through the Chief Commissioner of Customs (JNCH), Nhava- Sheva, represented by Shri. _____, Additional Commissioner of Customs (NS-II), JNCH, CBEC, Ministry of Finance, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

And

M/s _____ represented by Shri. _____, Chief Executive Officer , (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure services for and the Bidder/ Seller is willing to offer/ has offered the services for Post production maintenance and production support of the Refund Digitization Application software and for providing services for running and maitainance of the Service Center for Refund Applications and

WHEREAS the BIDDER is a private company/ public company/ Government Undertaking /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and



Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER:

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS:



The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, Consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER

or

- otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RFP. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression:

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the RFP process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the RFP process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit):



5.1 While submitting bid, the BIDDER shall deposit an amount of INR 20,00,000/- (Rupees Twenty Lakhs only) as Earnest Money/ Security Deposit, with the BUYER through any of the following instrument:

A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 The Earnest Money/Security Deposit shall be valid upto a period of 180 days from the date of issue of Bank Guarantee and the Performance Bank Guarantee shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond / Bank Guarantee in the Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond / Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit or for the Bank Guarantee for the period of its currency.

6. Sanctions for Violations:

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for



any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar or comparable Services at a price higher than that offered in the present bid in respect of any other



Ministry/Department of the Government of India or PSU and if it is found at any stage that similar or comparable Services was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a higher price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would become payable by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors:

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation:



In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Shri. _____

CHIEF EXECUTIVE OFFICER

Addl. Commissioner of Customs (Refund),

JNCH, Nhava-Sheva.

Witnesses

Witnesses

1. _____ 1. _____



7. Annexure B: Financial Bid – Standard Forms

B1: Financial Proposal Cover Letter.

B2: Format for submission of Financial Proposal.



7.1: B1- Financial Proposal Cover Letter

RFP No: _____

[Location, Date]

From: (Name of Firm)

To:

Sub: <>

Sirs:

We, the undersigned, offer to provide our services for the above in accordance with your bid document dated [Date], and our Proposal (Technical & Financial Bids). Our attached financial proposal lists out various costs and fees.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. Yours sincerely,

Authorized

Signatory:

Name and Title of

Signatory: Name of

Firm:

Address:



9.2: B2- Format for submission of Financial Proposal

- i. The cost of development of e-Refund n DBKbrand software.
- ii. The cost of running the Service Center.
- iii. Per docket cost of processing of each document.
- iv. The expected time period of transfer of ownership.



8. Annexure C: Performance Bank Guarantee

Ref: _____ Date _____

Bank Guarantee No. _____

To,

The

1. Following the acceptance of the RFP No. _____ dated _____ covering supply of _____ (hereinafter called the said contract) entered into between the President of India acting through Additional Commissioner of Customs (NS-II), JNCH, Nhave-Sheva hereinafter called the Purchaser and _____ (hereinafter called the Vendor) this is to certify that at the request of Vendor we _____ Bank are holding in trust in favour of the Purchaser the amount of _____ (amount in words) 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 Vendor 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, in respect of whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof that has been committed by the Vendor 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.
2. We _____ 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 Vendor i.e till _____ (viz the date upto 36 months after the date of signing of the contract) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ 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 _____ 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.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor 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 valid discharge of our liability for payment thereunder and the Vendor shall have no claim against us for making such payment.
5. We _____ 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 Vendor from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date: _____

Place: _____

Witness: _____

(Bank's common seal)

Signature: _____

Printed Name: _____



9. Annexure D – Non-Disclosure Agreement

9.1 Non-Disclosure Agreement (Corporate):

This Non-Disclosure Agreement (hereinafter referred to as “**NDA**”) is entered in to on this day of 2015 BETWEEN The President of India acting through the Additional Commissioner of Customs(NS-II), JNCH, Nhava-Sheva, the Government of India (hereinafter referred to as the “**Discloser**” or the “**Purchaser**” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and assigns) having its office at Jawaharlal Nehru Customs House, Nhava-Sheva, Tal.- Uran, Dist.- Raigad, the party of the First Part;

AND

(Please specify SP) company incorporated under the Indian Companies Act, 1956, having its registered office at (Address of the Company) India (hereinafter the “**Recipient**” or the “**Lead Bidder**” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and assigns) acting for and on behalf of the SP, whose bid for providing Services, has been accepted by Purchaser; the Party of the Second Part; The Discloser and the Recipient shall be hereinafter jointly referred to as Parties and singly as Party.

WHEREAS

1. The Recipient has entered into a contract with Discloser for **Post Production Maintenance and production support of the existing RMS Application software and for providing services for refined risk analysis** (hereinafter referred to as the “**Contract**”) wherein the Recipient is to provide Services to the Discloser on the terms and conditions contained therein.
2. Pursuant to the terms of the Contract, the Recipient is required to enter into a NDA in terms of clause _____ of the Contract with the Discloser with respect to all the information disclosed by the Discloser to the Recipient, the SP and the SP’s Team for the provision of the Services under the Contract.



3. Thus, the Parties have agreed to enter into this NDA to protect confidential and proprietary information belonging to the Discloser, on the terms and conditions contained herein. NOW, THEREFORE, in consideration of the premises, covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:
- i. **Definitions:** All the defined terms used herein which are not specifically defined herein shall have the meaning ascribed to them under the Contract. Additionally, the following words shall have the meaning as prescribed to the hereunder:
 - 1.1 **“Authorised Personnel”** are those employees, officers or directors of the Recipient and the SP who need to know the Confidential Information for the provision of the Services and who have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions similar to those of this NDA.
 - 1.2 **“Derivatives”** shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.
2. **Responsibilities of the Recipient:**
- 2.1 The Recipient agrees that, during the term of this NDA, and after the termination of this NDA, it will not make use of, disseminate, or in any way disclose any Confidential Information of the Discloser to any person, firm or business, or any other third party, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorised representatives of the Discloser and for any purpose the Discloser may hereafter authorise in writing. Furthermore, the Recipient shall not report the terms and conditions of the Contract, this NDA and anything with respect to any business discussions, negotiations or agreements in progress between the Discloser and Recipient, to the public media without prior written approval of Discloser.
 - 2.2 The Recipient agrees that it shall disclose the Confidential Information only to the duly Authorised Personnel.



- 2.3 The Recipient represents that it will exercise highest degree of care to protect the Confidential Information, which includes, at a minimum, limiting access of Confidential Information solely to Authorized Personnel, and by marking such confidential material with a legend in a form similar to the following format: "CONFIDENTIAL INFORMATION OF CBEC."
- 2.4 The Recipient expressly agrees that the SP shall treat all Confidential Information as confidential and shall not disclose the same to any third party irrespective of the fact if it is marked confidential or not.
- 2.5 Recipient agrees that it will not and shall ensure that SP and the SP's Team does not modify, reverse engineer, de-compile, create other works, forms, reports, data models or disassemble any software programs contained in the Confidential Information unless otherwise specified in writing by the Discloser.
- 2.6 All materials which are designated in writing or other tangible form to be the property of the Discloser, shall remain the property of the Discloser and shall be returned to it at its request, together with any copies thereof, within five (5) days of such request, or upon termination or expiration of this NDA, or upon the Recipient's determination that it no longer has a need for such information.
- 2.7 Neither Discloser nor Recipient shall communicate any information to the other in violation of the proprietary rights of any third party.
- 2.8 Neither this NDA nor the disclosure or receipt of Confidential Information shall be construed as creating any obligation on the Discloser to furnish information to the Recipient or to enter into any agreement or relationship with the Recipient with respect to mutual business.
- 2.9 The obligations of the Recipient with regard to its obligations under this NDA shall cease to the extent that the Recipient can prove that the disclosed Confidential Information was-
 - a) Rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Discloser;
 - b) As of the time of its disclosure, part of the public domain;
 - c) Subsequently learned from a third party; or it was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser;
 - d) communicated in response to a valid order by a Court of competent jurisdiction or other governmental body, but only to the extent of and for the purposes of such order; provided however, that the Recipient shall first notify the Discloser in writing and permit the Discloser to seek an appropriate protective order;



- e) Previously known by the Recipient without any obligation to hold it in confidence
 - f) Approved for release by written authorisation of the Discloser, but only to the extent of such authorization.
- 2.10 This NDA shall govern all communications between the Discloser and Recipient that are made during the period from the Effective Date to the date on which the Recipient receives from the Discloser written notice that subsequent communications shall not be so governed.
- 2.11 The obligations under this NDA will survive for a period of 5 (five) years after the term of the Contract or such extended period as the Purchaser may allow.
- 2.12 The Recipient recognizes that the Discloser has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Discloser's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Recipient agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary for rendering the Services to the Discloser in accordance with the terms of the Contract.
- 2.13 In the event that any team member of the Recipient teams resigns from its employment, the Recipient shall require the employee to agree to inform the new employer about his rights and limitations with respect to the confidentiality obligations towards the Discloser under this NDA.
- 3. Ownership of Confidential Information and Other Materials.**
- 3.1 All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remains the property of Discloser in perpetuity and no license or other rights to Confidential Information is granted or implied hereby.
- 3.2 All materials (including, without limitation, documents, drawings, models, apparatus, sketches, design and lists) furnished to Recipient by Discloser, and which are the property of Discloser, shall remain the property of Discloser in perpetuity and shall be returned to Discloser promptly, but in any event within 5 days of the Discloser's request, together with any copies thereof and the Recipient shall not retain any copy of the Confidential Information with itself.
- 4. Undertaking:**



- 4.1 Recipient, for and on behalf of SP, undertakes to put in place such methods of control as are necessary to ensure that no person in its or its consortium partners' employment, except one who has been expressly authorised to do so, is able to copy, transfer, or take away Confidential Information at any time during such person's deployment on the Discloser's Project. If such person leaves the Recipient's or its consortium partners' employment at any time or for any reason, Recipient shall ensure that such person is debriefed to the Discloser's satisfaction, and also that all passwords or other access rights to the Discloser's RMS application are taken away from such person before he/she leaves the employment of the Recipient.
- 4.2 Recipient agrees and undertakes on behalf of SP that during the course of the engagement and for a period of 18 (eighteen) months immediately following the termination of the relationship with the Discloser for any reason, whether with or without good cause or for any or no cause, at the option either of the Discloser or itself, with or without notice, Recipient will not, either directly or indirectly, interfere with the Discloser's contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Discloser's contracts and relationships list.
- 4.3 Recipient acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by the Recipient would be a breach of this NDA and may cause immediate and irreparable harm to the Discloser or to its taxpayers; (b) Recipient affirms that damages or injury sustained by the Discloser or to its taxpayer may be impossible to measure accurately or remedy fully. Therefore, Recipient acknowledges that in the event of such a breach, the Discloser shall have the right to seek injunctive relief without prejudice to its all other legal rights. In addition, Recipient shall indemnify the Discloser of the actual cost, losses and damages. Moreover, the Discloser shall be entitled to take criminal actions against Recipient (including its employees) besides recovering all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this NDA by Recipient (including its employees).

5. Dispute Resolution:

- 5.1 If during the subsistence of this NDA or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this NDA or regarding any question, including as to whether the termination of



this NDA by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than 30 (thirty) days, gives 30 (thirty) days' notice to refer the dispute to arbitration to the other Party in writing.

- 5.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Delhi, India. The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in English language. All the disputes hereunder shall be decided by an arbitral tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the arbitrators so appointed shall appoint the third arbitrator who will act as presiding arbitrator. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of third arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the arbitrators/presiding arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/presiding arbitrator upon request of one of the parties.
- 5.3 The arbitral tribunal shall give reasoned award and the same shall be final, conclusive and binding on the Parties. The fees of the arbitrator shall be borne by the Parties nominating them and the fee of the presiding arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.
- 5.4 Notwithstanding anything contained herein if any dispute relating to or arising in relation to the Confidential Information arises between the Discloser and the Recipient under the provisions of the Contract and the same is referred to arbitration, or an arbitration panel has been or is in the process of being formed thereunder, then the Parties herein agree that such arbitration panel shall be the arbitration panel for the purposes of this NDA.

6. TERM AND TERMINATION



6.1 This NDA shall come into force on and from the Effective Date and shall remain in full force and effect till the Contract is in force and this NDA is not terminated by the Parties in accordance with the terms of this Agreement. Discloser may terminate this Agreement forthwith if the Recipient is liquidated or dissolved, except when such liquidation, termination, or dissolution is pursuant to a merger or corporate reorganization for tax purposes.

7. GENERAL PROVISIONS

7.1 Entire Agreement: This NDA supersede all previous negotiations, writings, commitments or agreements between the parties in respect of the subject matter hereof. Except as provided herein, this NDA may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by both Discloser and Recipient.

7.2 Severability: The invalidity or unenforceability of any terms of this NDA shall not affect the validity or enforceability of the remaining terms and provisions, which shall remain in full force and effect unless such invalidity and unenforceability substantially alters the underlying intent of this NDA or where the invalid or unenforceable provision comprises an integral part of or are otherwise inseparable from the remainder of this NDA.

7.3 Non-waiver: The failure or delay of either Discloser or Recipient to enforce at any time any provisions of this NDA shall not constitute a waiver of such right thereafter to enforce each and every provision of this NDA.

7.4 Notices: All notices or reports permitted or required under this NDA shall be in writing and shall be by personal delivery, telegram, fax transmission or by internally recognized courier services and shall be deemed to be given upon personal delivery to an internationally recognized courier service. Notices shall be sent to the addresses set forth at the preamble of this NDA or such other address as either Discloser or Recipient may specify in writing.

7.5 Assignment: The Recipient will not at any point assign or transfer any rights or obligations under this NDA with or without the prior written consent of the Discloser. This NDA shall be binding on the Recipient's representatives (as approved by the Discloser), executors, administrators, as the case may be.

7.6 Legal Fees: If any dispute arises between the Parties with respect to the matters covered by this NDA which leads to a proceeding to resolve such dispute, the non-defaulting party in such proceeding shall be entitled to receive its reasonable attorney's fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief that may be awarded.



7.7 Survival: The confidentiality obligations under this NDA shall survive the termination of this NDA.

7.8 Jurisdiction: This NDA shall be interpreted in accordance with the Indian Laws and shall be subject to jurisdiction of Courts at Mumbai.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN SIGNED ON THIS THE _____ DAY OF 2015 BY.

Name

Signature Designation Date



9.2 Non-Disclosure Agreement (Individual)

This Non-Disclosure Agreement (hereinafter referred to as “**Individual NDA**”) is entered in to on this..... day of 201 BETWEEN The President of India acting through the Additional Commissioner of Customs (NS-II), JNCH (hereinafter referred to as the “**Discloser**” or the “**Purchaser**” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and assigns) having its office at Jawaharlal Nehru Customs House, Nhava-Sheva, Tal.- Uran, Dist.- Raigad the party of the First Part;

AND

[*insert the details of the employees or the contractors*] son/daughter of [___], resident of [___] (hereinafter the “**Recipient**” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and assigns) the Party of the Second Part.

The Discloser and the Recipient shall be hereinafter jointly referred to as Parties and singly as Party.

WHEREAS

- 1) The Discloser has entered into a contract dated [___] (hereinafter known as “**Contract**”) with the Lead Bidder for and on behalf of for **Post Production Maintenance and production support of the e-Refund and DBKbrand software** as per the terms and conditions of the Contract.
- 2) The Recipient is in the employment of [*insert name of company*] since [*insert date*], holding employee code number [*insert employee code*] and is deployed by [*insert name of company*] to work on Discloser’s Project in the capacity of [*insert role or designation*]
- 3) Pursuant to the terms of the Contract (clause), the and each employee of the Vendor i.e., the Recipient is required to enter into a nondisclosure agreement in his /her individual capacity with the Discloser, with respect to all the information disclosed by the Discloser to the Recipient, the Vendor and the Vendor’s Team for the provision of the Services under the Contract.



- 4) The Parties have agreed to enter into this individual non-disclosure agreement to protect confidential and proprietary information belonging to the Discloser on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises, covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

1. Definitions:

All the defined terms used herein which are not specifically defined herein shall have the meaning ascribed to them under the Contract. Additionally, the following words shall have the meaning as prescribed to the hereunder:

- 1.1 **“Authorised Personnel”** are those employees, officers or directors of the Vendor/ Service Provider who need to know the Confidential Information for the provision of the Services and who have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions similar to those of this Individual NDA.
- 1.2 **“Derivatives”** shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

2. Responsibilities of the Recipient:

- 2.1 The Recipient agrees that, during the term of this Individual NDA and after the termination of this Individual NDA, it will not make use of, disseminate, or in any way disclose any Confidential Information of the Discloser to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorised representatives of the Discloser and for any purpose the Discloser may hereafter authorise in writing. Furthermore, the Recipient shall not report the terms and conditions of the Contract, this Individual NDA and anything with respect to any business discussions, negotiations or agreements in progress between the Discloser and Recipient, to the public media without prior written approval of Discloser.
- 2.2 The Recipient agrees that it shall disclose the Confidential Information only to the duly Authorised Personnel.
- 2.3 The Recipient agrees that it shall treat all Confidential Information with the highest degree of care as it accords to his/her own Confidential Information. The Recipient



represents that it will exercise reasonable care to protect the Confidential Information, which includes, at a minimum, limiting access of Confidential Information solely to Authorized Personnel, and by marking such confidential material with a legend in a form similar to the following format: "CONFIDENTIAL INFORMATION OF CBEC."

- 2.4 The Recipient expressly agrees that it shall treat all Confidential Information as confidential and shall not disclose the same to any third party irrespective of the fact if it is marked confidential or not.
- 2.5 The Recipient agrees that it will not modify, reverse, engineer, decompile, copy, transfer, create other works, forms, reports, data models or disassemble any software programs contained in the Confidential Information unless otherwise specified in writing by the Discloser.
- 2.6 All materials which are designated in writing or other tangible form to be the property of the Discloser, shall remain the property of the Discloser and shall be returned to it at its request, together with any copies thereof within 5 (five) days of such request, or upon termination or expiration of this RFP Document – Risk Management System of Indian Customs Individual NDA, or upon the Recipient's determination that it no longer has a need for such information.
- 2.7 Neither Discloser nor Recipient shall communicate any information to the other in violation of the proprietary rights of any third party.
- 2.8 The Recipient acknowledges that during the course of his/her engagement on Discloser's project, he/she may come across Confidential Information of Discloser which relates to taxpayer information, trade details, transaction details, price and quantity data, and such other data which if disclosed, may cause loss of goodwill and monetary damage to taxpayer(s) and/ or Discloser; and agrees that he/ she will take all possible care to protect such Confidential Information from unauthorised disclosure, and that he/ she will not copy, transfer, print, email any information, report, document, image or any other form of reproduction of data, except as authorised by Discloser.
- 2.9 Neither this Individual NDA nor the disclosure or receipt of Confidential Information shall be construed as creating any obligation on the Discloser to furnish information to the Recipient or to enter into any agreement or relationship with the Recipient with respect to mutual business.
- 2.10 The obligations of the Recipient with regard to its obligations under this Individual NDA shall cease to the extent that the Recipient can prove that the disclosed Confidential Information was –
 - i. Rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Discloser;
 - ii. As of the time of its disclosure, lawfully part of the public domain;



- iii. Subsequently learned from a third party; or it was developed by the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser;
 - iv. Communicated in response to a valid order by a Court of competent jurisdiction or other governmental body, but only to the extent of and for the purposes of such order; provided however, that the Recipient shall first notify the Discloser in writing and permit the Discloser to seek an appropriate protective order;
 - v. Previously known by the Recipient without any obligation to hold it in confidence;
 - vi. Approved for release by written authorization of the Disclosure, but only to the extent of such authorization.
- 2.11 This Individual NDA shall govern all communications between the Discloser and Recipient that are made during the period from the date of this Individual NDA to the date on which the Recipient receives from the Disclosure written notice that subsequent communications shall not be so governed.
- 2.12 The obligations under this section will survive for a period of 5 (five) years after the term of the Contract or such extended period as the Purchaser may allow.
- 2.13 The Recipient recognises that the Discloser has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Discloser's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Recipient agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary for rendering the Services to the Discloser in accordance with the terms of the Contract.
- 2.14 In the event the Recipient resigns from the employment of SP, the Recipient shall inform his/her new employer about his/her rights and limitations with respect to the confidentiality obligations towards the Discloser under this Individual NDA.

3. Ownership of Confidential Information and Other Materials.

- 3.1 All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remains the property of Discloser in perpetuity and no license or other rights to Confidential Information is granted or implied hereby.
- 3.2 All materials (including, without limitation, documents, drawings, models, apparatus, sketches, design and lists) furnished to Recipient by Discloser, and which are the property of Discloser, shall remain the property of Discloser in perpetuity and shall be returned to Discloser promptly, but in any event within 5 days of the Discloser's



request, together with any copies thereof and the Recipient shall not retain any copy of the Confidential Information with itself.

4. Undertaking:

- 4.1 Recipient shall not copy, transfer, or take away Confidential Information at any time during his deployment on the Discloser's Project. If the Recipient leaves the employment of the SP at any time or for any reason, then the Recipient shall, before leaving the employment of SP, surrender all passwords or other access rights to the Disclosers
- 4.2 Recipient agrees and undertakes that during the course of the engagement and for a period of 18 (eighteen) months immediately following the termination of the relationship with the Discloser for any reason, whether with or without good cause or for any or no cause, at the option either of the Discloser or itself, with or without notice, Recipient will not, either directly or indirectly, interfere with the Discloser's contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Discloser's contracts and relationships list.
- 4.3 Recipient acknowledge that (a) any actual or threatened disclosure or use of the Confidential Information by the Recipient would be a breach of this Individual NDA and may cause immediate and irreparable harm to the Discloser or to its ultimate assessee; (b) Recipient affirms that damages or injury sustained by the Discloser or to its assessee may be impossible to measure accurately or remedy fully. Therefore, Recipient acknowledges that in the event of such a breach, the Discloser shall have the right to seek injunctive relief without prejudice to its all other legal rights. In addition Recipient shall indemnify the Discloser of the actual cost, losses and damages suffered by the Discloser. Moreover, the Discloser shall be entitled to take criminal actions against Recipient besides recovering all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this Individual NDA by Recipient.

5. Dispute Resolution

- 5.1 If during the subsistence of this Individual NDA or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Individual NDA or regarding any question, including as to whether the termination of this Individual NDA by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as



soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than 30 (thirty) days, gives 30 (thirty) days' notice to refer the dispute to arbitration to the other Party in writing.

- 5.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Delhi, India. The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in English language. All the disputes hereunder shall be decided by an arbitral tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the arbitrators so appointed shall appoint the third arbitrator who will act as presiding arbitrator. In case, a party fails to appoint an arbitrator within 30 (thirty) days from the receipt of the request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of third arbitrator within 30 (thirty) days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the arbitrators/presiding arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/presiding arbitrator upon request of one of the parties.
- 5.3 The arbitral tribunal shall give reasoned award and the same shall be final, conclusive and binding on the Parties. The fees of the arbitrator shall be borne by the Parties nominating them and the fee of the presiding arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.
- 5.4 Notwithstanding anything contained herein if any dispute relating to or arising in relation to the Confidential Information arises between the Disclosure and the Recipient under the provisions of the Contract and the same is referred to arbitration, or an arbitration panel has been or is in the process of being formed thereunder, then the Parties herein agree that such arbitration panel shall be the arbitration panel for the purposes of this Individual NDA.

6. TERM AND TERMINATION

- 6.1 This Individual NDA shall come into force on the date first written above and shall remain in full force and effect till this Individual NDA is not terminated by the Parties in writing.

7. GENERAL PROVISIONS

- 7.1 Entire Agreement:** This Individual NDA supersede all previous negotiations, writings, commitments or agreements between the parties in respect of the subject matter



hereof. Except as provided herein, this Individual NDA may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by both Discloser and Recipient.

- 7.2 **Severability:** The invalidity or unenforceability of any terms of this Individual NDA shall not affect the validity or enforceability of the remaining terms and provisions, which shall remain in full force and effect unless such invalidity and unenforceability substantially alters the underlying intent of this Individual NDA, or where the invalid or unenforceable provision comprises an integral part of or are otherwise inseparable from the remainder of this Individual NDA.
- 7.3 **Non-waiver:** The failure or delay of either Discloser or Recipient to enforce at any time any provisions of this Individual NDA shall not constitute a waiver of such right thereafter to enforce each and every provision of this Individual NDA.
- 7.4 **Notices:** All notices or reports permitted or required under this Individual NDA shall be in writing and shall be by personal delivery, telegram, fax transmission or by internally recognised courier services and shall be deemed to be given upon personal delivery to an internationally recognized courier service. Notices shall be sent to the addresses set forth at the preamble of this Individual NDA or such other address as either Discloser or Recipient may specify in writing.
- 7.5 **Assignment:** The Recipient will not at any point assign or transfer any rights or obligations under this Individual NDA with or without the prior written consent of the Discloser. This Individual NDA shall be binding on the Recipient's representatives (as approved by the Discloser), executors, administrators, as the case may be.
- 7.6 **Legal Fees:** If any dispute arises between the parties with respect to the matters covered by this Individual NDA which leads to a proceeding to resolve such dispute, the non-defaulting party in such proceeding shall be entitled to receive its reasonable attorney's fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief that may be awarded.
- 7.7 **Survival:** The confidentiality obligations under this Individual NDA shall survive the termination of this Individual NDA.
- 7.8 **Jurisdiction:** This Individual NDA shall be interpreted in accordance with the Indian Laws and shall be subject to jurisdiction of Courts at Mumbai.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN SIGNED ON THIS THE _____ DAY OF
20___ BY.



Name Signature Designation Date



10. Annexure E: Pre-qualification Check list

This Annexure should be submitted attaching all documentation as required by the RFP to establish prequalification of the Bidder along with supporting documents.

Sr. No.	Specific Requirements	Documents Required	Whether the Bidder qualify the criteria (Yes/No)	Whether Documents evidencing fulfillment of the criteria
1	Legal Entity	Copy of Certificate of Incorporation, Copy of PAN, VAT Certificate and Service		
2	Relevant Experience	Completion Certificate from the Client or Work Order +Phase Completion Certificate from the Client		
3	Financial Turnover	Extract from the audited balance sheet for the last three years + CA certified turnover details from IT		
4	Man- power strength	Self-certification by the authorized signatory of the company		
5	Black listing	Self-certification by the company secretary of the		



11. Annexure F: Draft Contract Form

THIS AGREEMENT made on the ____day of 201_ between the President of India acting through the Additional Commissioner of Customs (NS-II), JNCH (hereinafter “the Purchaser”) of one part and (Name of Vendor) (hereinafter “the Vendor”) of the other part:

WHEREAS

the Purchaser is desirous that certain goods and services should be provided by the Vendor, as detailed in the table below and at Clause 4 of this contract and has accepted a bid by the Vendor for the supply of those Goods and Services for the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
 - a) The Schedule of Requirements Software Specifications.
 - b) The general Conditions of Contract
 - c) The Purchaser’s Notification of Award.
 - d) The Technical Bid of the successful Bidder.
 - e) The Financial Bid of the successful Bidder.
 - f) The RFP document along with all annexures, corrigendums thereto and clarifications thereon.
3. In consideration of payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Vendor in consideration of the provisions of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. **Brief particulars of the goods and services that shall be supplied/ provided by the Vendor are as under:**



1. Cost of Resources for Post Production Maintenance:

Sr. No.	Type of Resource	No. of Resources	Cost per Resource (in Rs)	Total Cost per Annum excluding Taxes (in Rs)	Total Cost for 3 years excluding Taxes
1	Project Manager				
2	Team Lead				
3	Team Member				

2. Cost of Resources for Production Support:

Sr. No.	Type of Resource	No. of Resources	Cost per Resource (in Rs)	Total Cost per Annum excluding Taxes (in Rs)	Total Cost for 3 years excluding Taxes
1	Project Manager				
2	Team Lead				
3	Team Member				

3. Operational Cost:

Operational Cost (per Annum) [in Rs.]	Operational Cost for 3 Years [in Rs.]

Grand Total 1: Total cost of project (for 3 years) exclusive of all Taxes [in Rs.]_____.

Grand Total 2: Total cost of project (for 3 years) inclusive of all Taxes [in Rs.]_____.

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

Signed, Sealed and Delivered by the

Said _____

Additional Commissioner of Customs (EDI), JNCH

In the presence of _____

Said _____

(For the Vendor)

In the presence of _____



12. Annexure- G: Template for Bank Guarantee for EMD

PROFORMA FOR BANK GUARANTEE - EARNEST MONEY DEPOSIT (To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)
(TO BE EXECUTED THROUGH ANY OF THE NATIONALIZED BANKS WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT DELHI).

LETTER OF GUARANTEE

To,

The Additional Commissioner of Customs (NS-II),
Jawaharlal Nehru Customs House, Nhava-Sheva,
Tal.- Uran, Dist.- Raigad,

IN ACCORDANCE WITH YOUR RFP No. ___/201__ dated....., M/s (hereinafter called the "Bidder") having its Registered Office at, wish to participate in the said bid for Post production maintenance and production support of the Indian Customs Risk Management System (RMS) Application software and for providing services for refined risk analysis specified and furnish as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. ... (Rupees) valid up to (180 days beyond the Bid validity period), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank
Guarantee:

We,(Bank name) having its registered Office at guarantee and undertake to pay immediately on first demand by..... the amount of Rs(Rupees) without any reservation, protest, demur and recourse. Any such demand made by the buyer



shall be conclusive. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to**(180 days beyond the Bid validity period)** If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein:

- Our liability under this Bank Guarantee shall not exceed Rs.
(Rupees.....).
- This Bank Guarantee shall be valid up to(date).
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office.

at.....situated at

Yours truly,

Signature and seal of the
guarantor: Name of Bank:

Address:(Address of local branch).



13. Annexure H – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format:

Sr. No.	Page No	Section (Name & No.)	Statement as per RFP document	Query by bidder	Reason for Query
1					
2					
3					
4					
5					