

Government of India
Ministry of Finance
Department of Revenue
Office of Pr. Chief Controller of Accounts
D.G.A.C.R Building, I.P Estate
New Delhi –110002

TENDER DOCUMENT
FOR

**Engagement of IT Agency for Supply of Manpower Services -
24 IT Professionals for Management, Maintenance, Upgradation
and Future Enhancements of
Accounting & Reconciliation Portal of Indirect Taxes (ARPIT)**

Developed by

**Office of Pr. Chief Controller of Accounts,
Central Board of Indirect Taxes & Customs,
Ministry of Finance, Department of Revenue,
Government of India**

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(1) Section I: Notice Inviting Tender

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE
PR. CHIEF CONTROLLER OF ACCOUNTS
CENTRAL BOARD OF INDIRECT TAXES & CUSTOMS,
D.G.A.C.R Building, I.P Estate,
New Delhi – 110002.**

Dated:- _____

Tender Notice No. (auto generated by portal when published), Dated _____ for Engagement of IT Agency for Supply of Manpower Services –24 IT Professionals For Management, Maintenance, Upgradation and future Enhancements of Accounting & Reconciliation Portal of Indirect Taxes (ARPIT), developed by O/o Pr. Chief Controller of Accounts, CBIC. Approximate Estimated Cost: INR 15.85 Crores, for three years contract.

The Chief Controller of Accounts, O/o Pr. Chief Controller of Accounts, D/o Revenue, M/o Finance, invites open tenders under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/Agencies for providing qualified, experienced and competent IT Professionals for Management, Maintenance, Upgradation and future Enhancements of Accounting & Reconciliation Portal of Indirect Taxes (ARPIT), O/o Pr. Chief Controller of Accounts. The contract will initially be for a period of three years for assistance in design, development, roll out, and maintenance of various modules being developed by ARPIT Vertical and application portals of CBIC. Depending upon the further administrative requirement and review of performance, the contract may be extended subsequently for one year at a time for a maximum duration of two years.

The Tender document can be downloaded from website (<https://eprocure.gov.in>) and <https://arpit.gov.in> wherein detailed Terms & Conditions are given. Bids are invited from eligible agencies along with Bid Security Declaration as per Rule-170(iii) of GFR, 2017. Tender bids (Technical & Financial) will be opened in the presence of authorized representatives as per Tender conditions. O/o Pr. CCA, CBIC reserves the right to accept or reject a tender without assigning any reason.

**(Madhu Rawat)
Senior Accounts Officer (Establishment)**

(2) Section II:Covering Letter

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE
PR. CHIEF CONTROLLER OF ACCOUNTS
CENTRAL BOARD OF INDIRECT TAXES & CUSTOMS
D.G.A.C.R Building,
I.P Estate, New Delhi-110002.**

Dated:- _____

To

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Subject: Tender for Engagement of IT Agency for Supply of Manpower Services - 24 IT Professionals For Management, Maintenance, Upgradation and future Enhancements of Accounting & Reconciliation Portal of Indirect Taxes (ARPIT) developed by O/o Pr. Chief Controller of Accounts, CBIC.

1. Tenders are invited by the Chief Controller of Accounts, O/o Pr. Chief Controller of Accounts, CBIC, D/o Revenue, M/o Finance from reputed, experienced and financially sound Companies/Firms for providing 24 IT Professionals under two bid systems i.e. Technical Bid and Financial Bid for its Web Portal ARPIT, Office of Pr. CCA, New Delhi. The contract will be initially for a period of three years. However, depending upon the further requirement and review of performance, the contract may be extended subsequently for one year at a time for a maximum duration of two years. The profiles, qualifications and quantities of the required IT Professionals are as per Annexure D. The quantum of the IT Professionals needed may undergo a change in future as per the requirements of the Department at a particular point of time.
2. The tender documents can be downloaded from the website (<https://eprocure.gov.in>) and <https://arpit.gov.in> from 23.12.2022 to 23.01.2023 (upto 6 PM)
3. The Tendering Authority reserves the right to accept/reject the tender at any time or to amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason incurring any liability thereof.
4. Bidders shall ensure that their proposals complete in all respects, are submitted on or before the closing date and time indicated in the tender Schedule, failing which the bids will be treated as late and rejected. No extension shall be allowed for any reason whatsoever. Late tenders and Tenders received without Bid Security Declaration will be rejected summarily. Conditional bids shall not be considered and will be out rightly rejected. The Tendering Authority takes no responsibility for delay, loss or non-receipt of proposal documents sent by post.

5. The Tenderer should submit Bid Security Declaration form in the format Appendix D, in lieu of EMD (Bid Security) accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or fail to submit a Performance security before the deadline in the bid document, they will be suspended for the period of two years from being eligible to submit bids for contracts with the O/o Pr. CCA, CBIC. A bid Security Declaration form in the format Appendix D, in lieu of EMD shall be typed on the letter head of the tenderer and duly signed by the authorized signatory of the tenderer and submitted along with their technical bid. Tenders not accompanied by the Bid Security Declaration shall be summarily rejected.
6. In the event of any of the dates mentioned in the Tender Schedule being declared as a holiday/closed day for the Tendering Authority, the proposals will be received/opened on the next working day at the appointed time.
7. The successful tenderer will be selected as per Quality cum Cost Based Selection (QCBS) process, on the bids of the applicant firms with respect to the yardsticks laid down in this Tender at Section V.
8. Bidders shall bear all costs associated with the preparation and submission of their Proposal, their participation in the selection process, and presentation including postage, delivery fees, expenses associated with any demonstrations or presentations or any other costs incurred in connection with or relating to its proposal.
9. Any entity, which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the tender opening date, would not be eligible to submit a bid.
10. A company shall submit only one response to the tender. In case of alternate/multiple responses by one bidder, both the responses shall be considered invalid. Consortiums are not allowed.

(Madhu Rawat)
Senior Accounts Officer (Establishment)

(3) Section III: Schedule of Tender Document

Supply of IT Professionals for Systems Group, O/o Pr. CCA

S. No.	Particulars	Details
1.	Tender no.	(Auto generated by CPP Portal)
2.	Date of publication of tender	23.12.2022
3.	Name of the Assignment/ Contract	Hiring of services of IT Agency for IT Project for assistance in design, development, roll out, and maintenance of various modules of ARPIT and application portals of CBIC for three years. Depending upon the further administrative requirement and review of performance, the contract may be extended subsequently for one year at a time for a maximum duration of two years in the Office of the Pr. Chief Controller of Accounts, CBIC.
4.	Tendering Authority	Chief Controller of Accounts, O/o Pr. CCA, CBIC, D/o Revenue, M/o Finance, Govt. of India. Email: admnbec@gmail.com Phone: 91-11-23702274
5.	Nodal Officer for submission of Tender and other communication	Smt. Madhu Rawat Sr. Accounts Officer (Establishment) O/o Pr. CCA, CBIC, 1st Floor, D.G.A.C.R Building, I.P Estate, New Delhi 110002 Email: prccabec1@gmail.com Phone: 011-23702274
6.	Advertisement of the Tender	Available on CBIC website (https://arpit.gov.in) and CPP Portal (https://eprocure.gov.in) from 23.12.2022 until 18.00 hours of 23.01.2023
7.	Last date, time place of submission of tender documents	23.01.2023 (06:00 P.M)
8.	Date & Time of Pre-bid meeting	Office of Nodal Officer 30.12.2022 at 11:00 AM
9.	Bid Validity required	180 days from the last date of Bid Submission.

S. No.	Particulars	Details
10.	Bid Security Declaration Required / Validity	Bid Security Declaration as per Annexure- D is required to be attached along with Technical Bid.
11.	The method of selection	Quality cum Cost Based Selection (QCBS). The weights given to the Technical and Commercial Bids are: Technical = 70% and Commercial = 30%
12.	Language of bid submission	Proposals should be submitted in English language only
13.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered
14.	Date, Time and Venue for opening of Pre-qualification bids of all bidders	25.01.2023 at 11:00 AM
15.	Date & time for opening of Technical Bids of qualified bidders	25.01.2023 at 11:00 AM
16.	Date & time for opening of Financial bids of qualified bidders	10.02.2023 at 11:00 AM
17.	Date & Time of announcement of the selected bidder	Will be notified later

(4) Section IV: Instructions to the Bidders

1. General
 - a. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements.
 - b. The requirements of the tender shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
 - c. This tender supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
 - 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 O/o Pr. CCA, CBIC.
 - e. O/o Pr. CCA, CBIC may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of O/o Pr. CCA, CBIC.
 - f. This tender document is non-transferable.
2. The Tendering Authority will select a firm for supply of 24 IT Professionals in accordance with the method of selection specified in section V. All bidders should note that the selection of the firm would be done as per the selection process specified therein. Bidders shall be deemed to have understood and agreed to the selection process and that no further explanation or justification for any aspect of the selection process needs to be given. The Tendering Authority's decisions are final in this regard without any right of appeal whatsoever.
3. Bidders are invited to submit their Technical and Financial bids, as specified in this Section. The bids will form the basis for grant of work order to the selected firm. The firm shall carry out the assignment in accordance with the Scope of Work as stated at section VI. The technical bid will be opened for only those bidders who successfully have adhered to all stipulations for the pre-qualification criteria. The financial bid shall be opened only for the bidders successful in pre-qualification and technical bid stipulations.
4. Bidders shall submit their bids in English language and strictly in the formats provided in this Tender. The Tendering Authority will evaluate only those bids that are received in the specified forms and complete in all respects. Failure to comply with the requirements spelt in the tender shall lead to the deduction of marks during the evaluation or even entitle the Tendering Authority to reject the bid altogether.
5. The Tendering Authority requires that the bidders hold the Tendering Authority interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders shall not accept or engage in any other assignment that may place it in a position of hindering its assignment in this project. Any such scenario of conflict should be brought to notice of tendering authority immediately, whose decision in this regard shall be final and binding.

6. It is the Tendering Authority's policy to require that the bidders observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the Tendering Authority will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if at any time it is determined that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
7. Notwithstanding anything contained in this tender, the Tendering Authority reserves the right to accept or reject any bid proposal and the right to annul the entire selection process and reject all bids, at any time without any liability or any obligation prior to grant of work order. Further, the Tendering Authority reserves the right to make such acceptance, rejection or annulment without assigning any reasons thereof.
8. Acknowledgement by bidders: It shall be deemed that by submitting the bid, the bidder has:
 - a. made a complete and careful examination of this tender;
 - b. received all relevant information requested from the Tendering Authority;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Tendering Authority;
 - d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed bid and performance of all of its obligations there under;
 - e. acknowledged that it does not have a Conflict of Interest; and
 - f. agreed to be bound by the undertaking provided by it under and in term hereof.

9. Bidding Process

- a. Bid Submission: The tenders shall be submitted via e-Tendering process:

The bid shall contain the followings:

Pre-qualification eligibility documents (Refer Section V), which includes the following:

- a. Bid Security Declaration as per NIT.
- b. Acceptance letter for un-conditional acceptance of tender conditions as per the Performa. (Signed and Stamped) Annexure B
- c. An undertaking affidavit on Stamp Paper of Rs. 10/- as per Annexure C
- d. Registration certificate
- e. ISO 27001 certificate
- f. Certificate/documents for annual turnover of more than Rs. 150/- Crore from IT Agency for last three years.
- g. Certificate for experience in large IT Consulting Projects
- h. Certificate for experience in Information Security Services
- i. Certificate for net worth in last three financial years.
- j. Board resolution or Power of Attorney for the Authorized Signatory
- k. Non-debarment and blacklisting certificate

- l. Certificate for conflict of interest
- m. Certificate for manpower strength per pre-qualification criteria
- n. Copy of PAN
- o. Copy of the Goods and Service Tax registration certificate
- p. Employees Provident Fund Organization (EPFO) registration certificate

The Bid shall contain the: **Technical bid of the bidder, in response to the Technical bid criteria given in Section V.**

The Bid shall also contain the following:

- i. Price Bid duly filled in, signed and stamped on each page by the tenderer/ authorized representative of the tenderer. (Refer Appendix A).
 - ii. No cutting or overwriting shall be allowed. In such cases the correction shall be made by drawing a line across the cutting under signature with stamp/ seal of the authorized signatory.
 - iii. Applicants shall express the prices in Indian Rupees only.
- b. Last Date for Submission of bids: **Tenders received after the last date and scheduled time for closing shall be summarily rejected.**
- c. Opening of Bids: The pre-qualification and Technical Bid will be opened in the presence of the tenderers and/or their representatives at the date, time and place mentioned in the Tender Schedule. **The representatives should bring authority letters from their Principal Company/Firm/Agency.** The date and time of opening of the Financial Bid of those bidders who are declared eligible in the technical bid will be intimated in due course to the qualified bidders.

10. Bidder shall adhere to following points while submitting the bid,

- a. Financials proposed by the bidder should be valid and firm for the period defined.
- b. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications.
- c. The bid price will include all taxes and levies and shall be in Indian Rupees.
- d. Tendering authority reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- e. Prices must be quoted entirely in Indian Rupees (INR).
- f. Any bid which is not as per financial bid format as per Appendix A or any deviation from the prescribed format will be rejected.
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- h. The amount stated in the Commercial proposal will be adjusted by O/o Pr. CCA, CBIC in accordance with the above procedure for the correction of errors and shall be considered as

binding upon the bidder. If the bidder does not accept the corrected amount of the Commercial Proposal, its Proposal will be rejected.

- i. Bidders who are from a country sharing land border with India to be registered with Competent Authority as per the provision under Rule 144(xi) of the GFR 2017.
11. All the bids and accompanying documentation submitted as bids against this tender will become the property of the Tendering Authority.
12. Validity of the Bids: The Bids should be valid for 180 days from the last date of submission of bids. The Tendering Authority reserves the right to accept/reject any or all the tenders in part or full or divide the work among two or more parties and in such case bidders/intending bidders, shall not have any claim on the Tendering Authority.
13. After the bid/ tender submission and until the grant of the work order, if any bidder wishes to contact the Tendering Authority on any matter related to its bid, it should do so in writing to the Nodal Officer. Any effort by the bidder to influence the Tendering Authority during the bid evaluation, bid comparison or grant of the work order decisions will result in the rejection of the bidder's tender.
14. Pre-bid meeting: To bring all vendors at par, a pre bid meeting will be held as per date and time mentioned in the Tender schedule. For the purpose of pre-bid meeting, bidders will have to ensure that their queries for pre-bid meeting should reach the Nodal Officer at least two days before the scheduled date & time of pre-bid meeting through e-mail or post to the Nodal Officer. All vendors are encouraged to attend this meeting. A maximum of two representatives of a vendor would be permitted to attend the meeting. The Tendering Authority will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process. The Tendering Authority reserves the right to or not to modify the specifications/ quantities/ requirements/ tenure mentioned in this TENDER including addition/ deletion of any of the item or part thereof after pre-bid meeting in its sole discretion. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website (<https://eprocure.gov.in>) and e-Procurement portal; it may be emailed to all participants of the pre-bid conference.
15. The Tenderer should submit Bid Security Declaration form in the format Appendix D, in lieu of EMD (Bid Security) accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or fail to submit a Performance security before the deadline in the bid document, they will be suspended for the period of two years from being eligible to submit bids for contracts with the O/o Pr. CCA, CBIC. A bid Security Declaration form in the format Appendix D, in lieu of EMD shall be typed on the letter head of the tenderer and duly signed by the authorized signatory of the tenderer and submitted along with their technical bid. Tenders not accompanied by the Bid Security Declaration shall be summarily rejected.
16. The Tendering Authority will be entitled to take appropriate steps as per rules/clauses as mutually agreed loss and damage payable to the Tendering Authority in regard to the tender without prejudice to Tendering Authority's any other right or remedy under the following conditions:

- a) If a bidder engages in any corrupt, fraudulent, coercive, undesirable or restrictive practice as envisaged under this tender;
 - b) If any bidder withdraws its bid during the period of its validity as specified in this tender and as extended by the bidder from time to time;
 - c) In the case of the selected bidder, if the selected bidder fails to accept the work order or provide the Performance Security within the specified time limit; or
 - d) If the bidder commits any breach of any term or conditions of this tender or is found to have made a false representation to the Tendering Authority.
17. The successful tenderer will have to deposit Performance Security Deposit (PSD) irrespective of status of Company/Firm/Agency, equal to 3% of the value of the contract (for three years) in the form of Bank Guarantee/Fixed Deposit Receipt (FDR)/ Banker's Cheque/Demand Draft made in the name of the Agency and hypothecated to the PAO (HQ), Office of Pr. CCA, CBIC, Ministry of Finance, D.G.A.C.R Building, I.P Estate, New Delhi-110002, **covering the entire period of the contract (three Years)**. The Performance Security Deposit should remain valid for a period of 60 Days beyond the stipulated date for completion of the contract. In case, the contract is further extended beyond the initial period, the Performance Security already deposited, will have to be extended for a period of 60 days beyond the extended period.
18. Bid Preparation Costs: The Bidder shall bear all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, visits to O/o Pr.CCA, CBIC offices, preparation and submission of proposal, preparation of proposal in providing any additional information required by the O/o Pr. CCA, CBIC. to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Tendering authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process. This TENDER does not commit Tendering authority to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project
19. Supplementary Information / Corrigendum / Amendment to the TENDER:
- a. If Tendering authority deems it appropriate to revise any part of this TENDER or to issue additional data to clarify an interpretation of the provisions of this TENDER, it may issue supplements to this TENDER. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, and official communication over email/post will be communicated to all the bidders by e-mail. Any such supplement shall be deemed to be incorporated by this reference into this TENDER.
 - b. The letters seeking clarifications sent either to all the bidders or to specific bidder as the case may be during the evaluation of technical and commercial proposal and the minutes of the meeting recorded during the technical and commercial evaluation shall also be deemed to be incorporated by this reference in this TENDER.

- c. At any time prior to the deadline (or as extended by Tendering authority) for submission of bids, Tendering authority, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, may modify the TENDER document by issuing amendment(s). All bidders will be notified of such amendment(s) by email and these will be binding on all the bidders.
 - d. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Tendering Authority, at its discretion, may extend the deadline for the submission of bids.
20. Disqualification: The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this TENDER:
- a. Proposal submitted without bid security declaration
 - b. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
 - c. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
 - d. The Bidder's Proposal is conditional and has deviations from the terms and conditions of TENDER.
 - e. The Proposal is received in incomplete form;
 - f. The Proposal is received after the due date and time;
 - g. The Proposal is not accompanied by all the requisite documents;
 - h. The Proposal is submitted with lesser validity period;
 - i. The information submitted in the Technical Proposal 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;
 - j. The financial proposal is enclosed within the technical proposal or other proposal;
 - k. A financial bid submitted with assumptions or conditions. If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)
 - l. Bidder fails to deposit the Performance Security Deposit (PSD) or fails to enter into a contract within 30 working days of the date of notice of award or within such extended period, as may be specified by Tendering authority;
 - m. Bidders may specifically note that while evaluating the proposals, if it comes to Tendering authority's knowledge expressly or implied, that some bidders may have colluded in any

manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of one year from participation in any of the tenders floated by Tendering authority.

- n. The Bidder tries to influence the evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the Bid process;
 - o. 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/Bids are withdrawn upon notice immediately.
21. Conflict of Interest: The bidder is required to provide professional, objective, and impartial advice, at all times holding Tendering authority's interest paramount strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- a. The Bidder has an obligation to disclose to the Tendering authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the bidder or the termination of its Contract and / or sanctions by Tendering authority.
 - i. Without limitation on the generality of the foregoing, the bidder shall not be hired under the circumstances set forth below:
 - 1. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by Tendering authority to provide goods, works, or non-consulting services for a project, or any of its Affiliates or any feeder systems to ARPIT, shall be disqualified from providing consulting services resulting from or directly related to those goods, works or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services.
 - 2. Conflict among consulting assignments: A bidder or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder for the same or for another Client.
 - 3. Relationship with the Tendering authority's staff: a Bidder that has a close business or family relationship with a staff of Tendering authority who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Tendering authority throughout selection process and the execution of the Contract.

4. The Bidder should provide a declaration that they have no conflict of interest with regard to this tender, as well as with the scope of work as mentioned in the tender. In case a conflict arises in the future for whatsoever reasons, the Bidder should proactively inform O/o Pr.CCA, CBIC of the same and without any delay.
5. The IT Personnel deployed, as part of the project, will be required to assess the performance of the existing IT Applications, IT Infrastructure and Network vendors and should deliver the performance as enlisted in scope of work (Section VI).

(5) Section V:Eligibility & Evaluation: Process and Criteria

The contract for supply of above-mentioned manpower initially will be given for three years from the date of order issued by this office for supply of IT Professionals after selecting the personnel. The period of the contract may be further extended provided the requirement of the O/o Pr. CCA for the above manpower persists at that time or may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or otherwise for administrative reasons. The Tendering authority or the person Authorized by the Tendering authority, however reserves the right to terminate this initial contract at any time after giving one-month notice to the selected Company/Firm/Agency.

Tenders are invited from experienced and reputed Companies/Firms fulfilling the following specifications for Technical Bid for providing manpower to O/o Pr. CCA, CBIC with the eligibility as below: -

- a. This invitation for bids is open to all Indian firms who fulfil pre-qualification criteria as specified in this table ahead.
- b. Bidders declared by Tendering authority or Government of India to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c. Breach of general or specific instructions for bidding, general and special conditions of contract with Tendering authority during the past 5 years shall make a firm ineligible to participate in bidding process.
- d. A company shall submit only one response to the tender. In case of alternate/multiple responses by one bidder, both the responses shall be considered invalid.
- e. Consortium or sub-contracting is not allowed.

The pre-qualification criteria are detailed below:

S. No	Basic Requirement	Specific Requirement	Documents Required
1.	Bid Security Declaration	Bidder must submit Bid Security Declaration to Tendering authority	Bid Security Declaration as per Appendix-D
2.	Power of Attorney	Board resolution or power of attorney in the name of an Authorized Signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal	Notarised copy of Board Resolution or Power of Attorney in the name of the Authorized signatory

S. No	Basic Requirement	Specific Requirement	Documents Required
3.	Legal Entity	<p>The following Indian Firms are allowed to participate in the bid process:</p> <ul style="list-style-type: none"> Companies registered under Companies Act 1956 or 2013 Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008) Partnership firms registered under Indian Partnership Act, 1932 	<p>Certificate of Incorporation Registration Certificates</p> <p>(Copy of the certificate to be legible showing the CIN number clearly)</p>
4.	Statutory Tax Registrations	<p>The Bidder should have:</p> <ul style="list-style-type: none"> Valid PAN Number Valid GST Number 	<p>Copy of PAN Card</p> <p>Copy of GST Registration Certificate</p>
5.	Sales turnover from IT Agency	<p>(a) The Bidder's average turnover from IT services (excluding hardware, licenses) in India should be INR 150 Crores or more in the last three financial years (2020-21, 2019-20, and 2018-19).</p> <p>(b) The agencies registered under MSME and start-ups will be given exemption from prior experience and prior turnover criteria.</p>	<p>Audited financial statements for the respective financial years are to be enclosed along with turnover certificates duly certified by Statutory Auditor/Authorized Signatory.</p>
6.	Net worth Requirements	<p>The Bidder should have positive net worth in each of three financial years i.e., (F.Y. 2020-21, 2019-20, and 2018-19 respectively)</p>	<p>Company Secretaries or a Chartered Accountant's Certificate mentioning Net-Worth</p>
7.	Certifications	<p>The Bidder should have following for the past three financial years i.e. FY 2020-21, 2019-20, and 2018-19:</p> <ul style="list-style-type: none"> Valid ISO 27001:2016, as on bid submission date <p>The certification should be valid on the date of bid submission. In case of Service Providers where the certification is under renewal, the Bidder shall provide the details of the previous certification and the current assessment details for</p>	<p>Copy of Certificates</p>

S. No	Basic Requirement	Specific Requirement	Documents Required
		<p>consideration in the Bid Process.</p> <p>Further, if the Bidder is selected, it shall ensure that the certifications continue to remain valid till the end of the Agreement.</p>	
8.	Blacklisting and Debarment	<p>The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by the Central Government/PSU any other Central Government institutions in India for any reason as on the last date of submission of the Bid or convicted of economic offence in India for any reason as on the last date of submission of the Bid.</p> <p>AND</p> <p>The Bidder should have not been convicted/ debarred:</p> <ul style="list-style-type: none"> • Under the Prevention of Corruption Act, 1988; <p>OR</p> <ul style="list-style-type: none"> • The Indian Penal Code <p>OR</p> <ul style="list-style-type: none"> • Any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. • The Bidder should not have been under the debarred list as per GFR 2017, Rule 151 	Self-certificate to this effect on Company's letter head signed by company's authorized signatory.

S. No	Basic Requirement	Specific Requirement	Documents Required
9.	Conflict of Interest	As on date of submission of the proposal, the bidder should not be involved in any conflict-of-interest situation specified in this tender document.	Undertaking by the authorized signatory of the Bidder.
10.	Manpower Strength	The bidder must have at least 200 qualified IT Professionals / Consultants on the company's payroll	Certificate from the HR Head or by the authorized signatory of the Bidder on official letter head.

The technical bid evaluation shall be done only for bidders who successfully qualify all the criteria for pre-qualification. From the time the Bids are opened to the time the Contract is awarded, the Firms should not contact any O/o Pr. CCA personnel on any matter related to its Technical and / or Financial Proposal. Any effort by a firm to influence the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the firm's Bid.

- a. The Tendering authority will constitute a Tender Evaluation Committee (TEC) which will carry out the entire evaluation process.
- b. TEC while evaluating the Technical Bids shall have no access to the Financial Bids until the technical evaluation is concluded and the competent authority accepts the recommendations of TEC.
- c. The TEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms and Conditions of Tender and by applying the pre-qualification criteria, evaluation criteria. In the first stage of evaluation, a Bid shall be rejected if it is found deficient as per the pre-qualification requirement indicated for responsiveness of the Bid. Only responsive bids shall be further taken up for evaluation. Evaluation of the technical Bids will start first and at this stage the financial bids will remain unopened. The qualification of the IT Professionals and the evaluation criteria would be as defined in tender document.
- d. Financial bid of only those firms who are technically qualified shall be opened in the presence of the Firm's representatives who choose to attend. The name of the Firms, their technical score and their financial bids shall be read aloud.
- e. The TEC will conduct evaluation of Financial Bids and assign score in accordance with evaluation methodology indicated in Data Sheet. The TEC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail.
- f. Preference shall be given to the bidders as per Order No. P-45021/2/2017-B.E-11 dated 15.06.2017 issued by Ministry of Commerce and Industry, DIPP regarding Public Procurement (Preference to Make in India), Order 2017.

The following table provides the scoring model, including the cut-off marks based on which the technical bids shall be evaluated. For each section of the Technical Evaluation Matrix, the bidder has to score a minimum cut off marks of 45 % apart from scoring a minimum of 65% marks in aggregate. Bidders are required to furnish data with supporting documents in the prescribed format mentioned in the below mentioned table for evaluation.

Technical Evaluation Model				
<p><i>For each section of the Technical Evaluation Matrix, the bidder has to score a minimum of 45% marks allotted for that section apart from scoring a minimum of 65 % marks in aggregate. In case, the bidder fails to score less than 45% of marks in any of the sections or 65% marks in aggregate, the technical proposal of that bidder would be rejected and therefore the bidder's financial quote shall not be opened.</i></p>				
Sec. No	Sec. Name	Section Evaluation Parameters	Max Marks (Tn)	Supporting Docs/ Bid Reference
S.1	Profiles of Personnel submitted by the bidder		50	CVs
		Profiles of Personnel submitted by the bidder	Detailed breakup provided in subsequent pages.	
S.2	Technical Presentation		15	Presentation/ Interaction
		<p>Presentation on understanding of the requirements & Technical Proposal.</p> <p>Qualitative assessment with focus on the following aspects:</p> <p>a. Prior Experiences in Similar Projects – Software Development, e-Governance, and IT Security Consulting and Audit</p> <p>b. Talent availability and readiness for the project. Capacity Building initiatives within the Organization</p> <p>c. Value Propositions</p> <p>d. Leadership Commitment</p> <p>(i) About the firm and relevant experience (functional and technical)</p> <p>(ii) Overall Understanding of the assignment.</p>		<p>The presentation marks shall be the average of marks awarded by each member of a committee, before whom the presentation would be made. The constitution of such committee shall be notified at a later date and would comprise of senior officers of the O/o Pr. CCA, CBIC and NIC. Time and venue for Technical Presentation will be intimated separately to qualified bidders.</p>

Technical Evaluation Model				
<p><i>For each section of the Technical Evaluation Matrix, the bidder has to score a minimum of 45% marks allotted for that section apart from scoring a minimum of 65 % marks in aggregate. In case, the bidder fails to score less than 45% of marks in any of the sections or 65% marks in aggregate, the technical proposal of that bidder would be rejected and therefore the bidder's financial quote shall not be opened.</i></p>				
Sec. No	Sec. Name	Section Evaluation Parameters	Max Marks (Tn)	Supporting Docs/ Bid Reference
		(iii) Current and envisaged challenges for the assignment (iv) Strategic thinking and approach to the implementation of the assignment, with milestones and deliverables spelt out elaborately Approach for managing transition management (v) Approach for IT Security considerations and challenges (vi) Innovative ideas (vii) Resources' summary and compliance status to RFP (viii) Clear and concise Take Over and Exit Management Plan: <ul style="list-style-type: none"> • Provide an Illustrative exit management & take over checklist used by bidder in any previous project. • Bidder shall also separately indicate the exit management and take over checklist used for moving from one CSP to another (bidder may mask relevant fields, as they wish) • Details of exit plan and knowledge transfer. 		
S.3	Handling of projects of similar size and nature in Government domain only (Central Government / State Governments / Urban Local Bodies / PSUs)		35	Copy of work order / client certificates. OR Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor)

Technical Evaluation Model				
<p><i>For each section of the Technical Evaluation Matrix, the bidder has to score a minimum of 45% marks allotted for that section apart from scoring a minimum of 65 % marks in aggregate. In case, the bidder fails to score less than 45% of marks in any of the sections or 65% marks in aggregate, the technical proposal of that bidder would be rejected and therefore the bidder's financial quote shall not be opened.</i></p>				
Sec. No	Sec. Name	Section Evaluation Parameters	Max Marks (Tn)	Supporting Docs/ Bid Reference
				Detailed break up provided in subsequent pages
TOTAL			100	

Profile of the Proposed Team Members - Overall Scoring would be on a 50 – Point Scale.

The key parameters for evaluating the team members would be:

- Qualification & Degree from an institute of reputation
- Years of Experience (of which relevant experience would be considered for evaluation)
- Certifications

Please refer to the Annexure G.

Handling of projects of similar size and nature in Government domain only - Overall evaluation to be on a scale of 35 marks with scheme of awarding as ahead:

Nature of Project	Marks
2 or more projects, of total cumulative value of INR 30 crore or above	35
2 or more projects, of total cumulative value of INR 25 crore or above but less than INR 30 crore	30
2 or more projects, of total cumulative value of INR 20 crore or above but less than INR 25 crore	20
2 or more projects, of total cumulative value of INR 15 crore or above but less than INR 20 crore	16
Not in any of above cases	Not qualified per the criteria

Financial Bid evaluation:

The Financial Bid shall contain the Consolidated Monthly Charges along with manpower role wise and number wise break-up for providing the services of IT Professionals on hire to the O/o Pr. CCA, CBIC in respect of each of the domains in a category for which IT Professionals are required/proposed for selection (**Refer Appendix A**) The cost/charges mentioned here shall be firm during the period of the contract except for adjustments that may be made in accordance with terms and conditions of the contract for changes in applicable taxes and duties. TDS as applicable shall be deducted from the payment to be made to the firm. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be rejected summarily.

All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Incomplete documents will not be considered.

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date. Representatives from Technically qualified bidders may be present at the time of Financial Bid Opening.
- b. If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

QCBS Evaluation

The Bidder with the lowest qualifying financial bid (L1) will be awarded 100 score. Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\text{Normalized Financial Score of a Bidder (Fn)} = \{(\text{Commercial Bid of L1} / \text{Commercial Bid of the Bidder}) \times 100\}$$

(Adjusted to two decimal places)

Combined and Final Evaluation

- a. The technical and financial scores secured by each Bidder will be added using weightage of **<70%>** and **<30%>** respectively to compute a Composite Bid Score.
- b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for an award of the Project.

The highest Composite Bid Score (Bn) will be calculated as follows: -

$$\text{Bn} = 0.70 * \text{Tn} + 0.30 * \text{Fn}$$

Where

Bn = overall score of Bidder

Tn = Technical score of the Bidder (out of maximum of 100 marks)

Fn = Normalized financial score of the Bidder (out of maximum of 100 marks)

In the event the highest composite bid score (Bn) (calculated to two decimal places) is 'tied' between two or more bidders, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

Notification of Award

Prior to the expiration of the validity period, O/o Pr. CCA, CBIC will notify the successful Bidder in writing or by email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, O/o Pr. CCA, CBIC may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

(6) Section VI: Scope of Work

ARPIT is a part of PFMS, administered and managed by the office of Pr. CCA, CBIC. The agency will work under the technical Supervision of NIC (PFMS)/Pr.CCA, CBIC and shall carry out tasks/plans as directed by NIC (PFMS)/Pr. CCA for maintenance, development, upgradation of ARPIT and seamlessly integrate it with all portal/ network of the Indirect Taxes. The ARPIT system will be designed to generate and /or compile data on real time basis which can also be stored for online/offline analysis later on. MIS report has to be generated on regular basis, i.e. daily, weekly, quarterly, biannual, annual. Monthly Accounts, Appropriation Account, Finance Account, Statement of Central Transaction etc as required by O/o CGA, Department of expenditure, Ministry of Finance have to be generated. The scope of work is further elaborated from Para 6.1 to 6.7

6.1 Integration Mechanism with PFMS/GSTN/ICEGATE/RBI

6.1.1 Integration with ICEGATE

ARPIT is integrated with ICEGATE for accounting of Central Excise, Service Tax (through ACES); Customs Duty, IGST & Cess (through SEZ online collection and ECCS NEFT/RTGS collections) .

ICEGATE provides the Challan data to ARPIT on real time basis through APIs. The digitally signed payment transaction data received from RBI (NEFT/RTGS) transaction is also shared by ICEGATE. The first level accounting is done based on the Challan data and payment data.

- a. **Introduction of NET BANKING in ICEGATE [CEP] payment gateway:**At present the only mode of payment available in the ICEGATE payment gateway [CEP] is NEFT/RTGS. Net Banking is the major requirement for the payment of taxes. Development for the same is to be carried out.
- b. **Electronic Cash Ledger in Customs:** ECL is being introduced under Sec 51A of the Customs Act. The taxpayers are given the provision to make deposits in advance and later utilize the same for duty payments of Customs, IGST, and Compensatory Cess. Development for the same is being taken up on priority. This is interdependent of the development for introducing net banking in ICEGATE [CEP] payment gateway.
- c. **Accounting of scrips Issued and Utilized under various schemes:** The Issue of Scrips under various schemes has been brought under budgetary control. The same is being accounted manually in PFMS sanctions and utilization statements received from Directorate General of Human Resource Development (DGHRD). Development to have API integration with ICEGATE for data exchange is to be carried out for accounting of scrips issued to the exporters under the various schemes with the check on budget allocations. The data of scrips utilized for payment of Customs duties also to be received and accounted in ARPIT. Required Importer/Exporter wise reports and other requisite reports to be developed.

6.1.2 Integration with GSTN

ARPIT is integrated with GSTN through APIs for the daily CPIN/CIN data along with the EOD (End of the Day) data. Further developments are required for consuming the APIs related to:

- a. **IGST Settlement through electronic mode:** The IGST Settlement to Centre and States/UTs are being done manually based on the GSTL reports sent by GSTN through mails. GSTN Provides the data of IGST apportionment to States, and the ITC cross utilization between the Centre and States in the form of various GSTL reports. This data is, at present, being shared offline by GSTN. APIs have also been developed

by GSTN for fetching this data. Development required for ARPIT to consume the APIs of GSTN and preparing draft sanctions in ARPIT based on the electronic data received from GSTN through the APIs. Further provision to push these draft sanctions to PFMS (Public Financial Management System), for the Department of Revenue (DoR) to approve and issue the final sanctions on PFMS based on which electronic IGA can be issued to RBI for settlement to the States/UTS needs to be developed.

b. **Recovery of SGST/UTGST Refunds made by Centre on behalf of States/UTs:** GST refunds are made by e-PAO (GST-Refunds) through PFMS. The SGST/UTGST portion of Refunds made by Centre on behalf of the States is to be recovered from respective States/UTs. The Recovery of refund to be made is conveyed by GSTN in GSTL Report 6.04. This is to be reconciled with the information from PFMS. The GSTL Report are shared through APIs which are to be consumed, reconciled and draft sanctions prepared for DOR.

c. **Control Level APIs of GSTN:** GSTN is sharing some System level controls APIs to check the status of CIN/CPIN/EOD files. The development for utilization of these APIs to check the status of the CINs and CPINs is required.

6.1.3 Integration with RBI

d. ARPIT is integrated with RBI through SFTP for all payments made through GSTN portal and ICEGATE portal. *Further development is required for any new integration happening at ICEGATE/GSTN.*

e. **MoE (Memorandum of Error) Module** – a unique error correction mechanism developed for GST collection is to be developed for payments made through *ICEGATE payment gateway*.

f. Sale of Confiscated Gold is now being done directly to RBI through the three IG Mints. The scroll and account statement are being provided physically to the PAO Mumbai. Development is required for fetching the scrolls and account statements and accounting of the same in ARPIT is to be developed.

g. Integration is required with RBI to get the Put through data (Remittance of Collections made by Banks to RBI for payment made through physical mode) to reconcile and monitor data and also any delay in remittances by the banks.

6.1.4 Integrations with PFMS

ARPIT is already integrated with PFMS to push the accounted data to PFMS. It should *further integrate with PFMS* to fetch:

- a. updated classifications codes mapped with functional accounts codes
- b. updated details of Banks (through BSR Codes) with location attributes (local/outstation/Hill Areas)
- c. updated PAO and DDO masters
- d. Fetch the expenditure data from PFMS

6.2 INTEGRATION WITH BANKS

ARPIT is at present integrated with GSTN to get the signed CINs of the Banks. It is however proposed to have integration with all the authorized banks to have a tripartite reconciliation of the collections through both GSTN and ICEGATE portals.

6.3 INTEGRATION WITH ACES-GST SYSTEM of CBIC

- a. **Reconciliation of accounted data by the Tax authorities: The** transactions-wise details of accounted data are to be shared with the tax authorities for their reconciliation with their tax returns. Integration with DG Systems -Chennai is to be carried out to exchange the data.
- b. **Sharing of Assessee Master by the DG Systems** with ARPIT will help in jurisdiction-wise and location-wise analysis of the accounted tax collections which are to be developed.

6.4 Accounting of physical collections of Indirect taxes

Over-The-Counter collections of Customs, IGST (Imports), Cess (Imports), Customs Baggage duty, and SEZ collections are at present being accounted for through a standalone system of COMPACT-REVACT. As support for this application has been stopped and in order *to move to a single/unified portal for accounting all indirect tax collections*, development in ARPIT is required for providing input utility for PAOs w.r.t.:

- a. incorporation of physical challans and scrolls
- b. incorporation of zone-wise holiday master of banks
- c. incorporation of list of refund payments
- d. incorporation of put-through data files received from RBI after validation

6.5 ARPIT WEB SITE

- a. **Web-site redesign and enhancements:** The ARPIT is a portal of O/o Pr.CCA CBIC. It is also serving as the website for O/o Pr.CCA CBIC. It is proposed that a specific website for O/o Pr.CCA CBIC is re-designed. This will not only cater to the sharing of contents on the public domain but also provide some analytical dashboards required for the various stakeholders like the M/o Finance, O/o Controller General of Accounts (CGA) etc. The website would also act as a platform for two-way document exchange/tracking system between PAOs and Pr. A.O.

6.6 Generation of various Reports and Dashboards

Data visualization and analysis is the need of the hour. Dashboards are required to convert the enormous data into meaningful analysis with charts and graphs for quick conception. User dashboard can also be made customizable to add or remove analytics information user will like to access. All these information should be available in reportable and shareable format.

In this regard, ARPIT will be developed with following features:

- a. **Graphical Representation:** ARPIT has to provide information in Graphical way including but not limited to various aspects of collection of indirect taxes, agency banks and their performance and other accounting aspects through visual elements such as graph, chart etc. and like tools. Data display can be made dynamic wherever applicable.

- b. **Data analysis and Forecasting:** ARPIT should be equipped to undertake data analysis for collection of Indirect Taxes or its components, likely surplus or shortfall over projection etc. through latest statistical tools. If required data analysis may incorporate attributes based on inputs from web site of other Ministry/ Department.
- c. **Monitoring of Performance of Banks:** The delay in submission of CINs to GSTN/ICEGATE/ARPIT, delay in remittance to RBI, the penalties levied for delayed remittance, Errors in reporting by the banks etc. to be monitored and analysis of banks' performance on various parameters to be developed.
- d. **Real Time and Alerts:** ARPIT should be equipped to generate and compile data with real time accuracy and provide alerts with regard to any discrepancies/anomalies etc.

6.7 Other Areas of Work

- a. **Mobile friendly:** Considering ubiquitous nature of mobile and its substantial utility, data generated and compiled by ARPIT should be made mobile friendly through mobile APP.
- b. **Data Security:** ARPIT should be provided with latest cyber security features.
- c. **Maintenance:** Maintenance, bug fixes and changes required for enhancement of the existing modules.
- d. **Future Requirements:** Development work as per future needs and requirements as directed by the O/o Pr.CCA, CBIC. Integration with any other entity/stakeholder as per need of the hour. Development of any additional modules as and when required.

(7) Section VII:Terms and conditions

1. Bidders are advised to go through the draft Contract Agreement for more information on the Terms and Conditions that will govern the contract with the successful bidder. The terms and conditions mentioned herein shall apply to the extent that they are not superseded by specific provisions in any other part of the Contract.
2. The successful Bidder shall have to deposit the Performance Security Deposit as stipulated in contract format of the Tender Document and shall ensure that the manpower deployed in ARPIT, O/o Pr. CCA, CBIC possesses educational and skill qualification prescribed in the tender documents, and that they shall be deployed as per the relevant clauses of the tender document. The O/o Pr.CCA, CBIC on its part assures the payment of dues to the contracting agency arising out of the deployment of the IT Professionals resources. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
3. The O/o Pr.CCA, CBIC shall have the right to inspect original documents of resources being deployed and/or to test the qualification and skills/competence of deployed resources to judge their conformity to the contract specification at no extra cost. The tenderer will be bound by the details furnished to the O/o Pr.CCA, CBIC while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security Deposit.
4. The contract shall commence within 15 days of date of receipt of acceptance of the work order or within 30 days from the date of issue of work order whichever is earlier, by the Company/Firm. The Contract shall continue for three years from thereon unless it is curtailed or terminated by the competent authority in the O/o Pr.CCA, CBIC owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements, or for any other administrative reasons etc. Authority reserves right to terminate the contract during the period of contract after giving a month notice to the agency.
5. The contract will be initially for a period of three years. However, depending upon the administrative requirement of Projects of O/o Pr.CCA, CBIC and review of performance the contract may be extended subsequently for one year at a time, for a maximum duration of two years.
6. In case, the Company/Firm is asked to provide a substitute and it fails do so within 21 (twenty-one) days, then a penalty equal to 10% of the daily remuneration of the worker will be imposed on the agency, besides deduction of daily remuneration of the said IT Professionals. The selected Company/Firm shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons.
7. The contracting Company/Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of O/o Pr.CCA, CBIC. The circumstances for change will be submitted in writing to O/o Pr.CCA, CBIC or approval in the first.
8. The requirement of manpower may increase or decrease during the period of contract. In case of changes in the requirement, the same shall be informed to the vendor. The Company/Firm shall

provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Company/Firm/ Agency.

9. The quality of work and performance will be monitored by O/o Pr. CCA, CBIC for all persons assigned to IT Agency, ARPIT by the Company/Firm. The Company/Firm will submit performance report along with monthly bill. O/o Pr.CCA, CBIC has right to report its assessment and the agency will take corrective measures wherever required. The competency chart of persons engaged by contractor assigned to IT Projects ARPIT will be maintained by them and updated from time to time and shared with O/o Pr.CCA, CBIC with performance report. All assigned manpower will wear Identity card provided by O/o Pr.CCA, CBIC while performing the duties at the arranged place of work.
10. The contracting Company/Firm shall not indulge in malpractices like charging of registration or consultation fee from the manpower deployed in IT Projects/o Pr.CCA, CBIC under the contract. Any such malpractice shall render the contracting Company/Firm liable for termination of contract.
11. The O/o Pr.CCA, CBIC's assets will be protected against copy rights & IP rights will be protected by the bidders at all time. Company/Firm will not use any product design, information of nature of copy right and Intellectual Property of products developed by O/o Pr.CCA, CBIC, and shall not claim rights to any work done by assigned persons in O/o Pr.CCA, CBIC
12. Company/Firm shall sign the Contract agreement as per Annexure- "A", Data Security Certificate as per Annexure-"E" and Integrity pact per Annexure "F" after finalization of the tender process but before the issue of work order/Letter of Intent.
13. For all intents and purposes the service providing vendor shall be the "Employer" within the meaning of different legislations in respect of manpower so employed and deployed in the IT Agency, O/o Pr. CCA, CBIC. The period of training, leave, sick leave etc. leading to absence from duty of assigned person will not be paid by and bill payment will be submitted accordingly. Vendor shall be required to maintain daily attendance/ leave report. If a deployed resource is on leave, then the vendor shall provide a suitable substitute of equivalent qualification. Any breach of trust by the person engaged by contractor will lead to immediate cessation of service of person and any loss caused to project will be recovered from vendor.
14. It will be the responsibility of the contractor to meet transportation, medical and any other requirements in respect of the persons deployed by it in the O/o Pr. CCA, CBIC. The O/o Pr. CCA, CBIC will have no liability in this regard. The Service providing Company/Firm shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The O/o Pr.CCA, CBIC, shall in no way be responsible for settlement of such issues whatsoever. The O/o Pr.CCA, CBIC shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment of any compensation towards this.
15. In case, the person employed by the successful Company/Firm commits any act/ omission/commission that amount to misconduct/indiscipline/incompetence, the successful Company/Firm will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the O/o Pr.CCA, CBIC. The tendering Company/Firm shall replace immediately any of its personnel who are found unacceptable to the O/o Pr.CCA, CBIC, because of security risks,

incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the O/o Pr.CCA, CBIC. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency are availed without any disruption.

16. The person deployed by the service providing Company/Firm shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of the O/o Pr.CCA, CBIC. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise in any capacity in the ARPIT.
17. The O/o Pr.CCA, CBIC is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9:00 AM to 05:30 PM with a lunch break of ½ hr from 01:00 PM to 01:30 PM. However, O/o Pr.CCA, CBIC may instruct IT Agency to cater to the requirements of service and works on holidays to provide operational support, as and when needed. No additional payment shall be made if the person deployed to work additional hours on account of office exigency. Besides this, O/o Pr.CCA, CBIC observes the holidays notified by the Government of India from time to time. The manpower is required to work from Monday to Friday and may have to attend to exigency of work - when instructed to. Attendance of the person deployed will be monitored on daily basis. Resources assigned to O/o Pr.CCA, CBIC, will ordinarily work during the office hours notified by the Government. However, to attend to exigencies of work, assigned resources may be required to attend office beyond notified hours without any additional charges.
18. The contracting Company/Firm shall furnish the following documents in respect of the manpower that will be deployed in the O/o Pr.CCA, CBIC before the deployment.
 - i. List of manpower deployed for O/o Pr.CCA, CBIC containing full details i.e. Date of birth, marital status, address etc.
 - ii. Bio-Data/CV of the persons duly signed by himself/ herself.
 - iii. Self-attested copy of matriculation certificate containing date of birth.
 - iv. Self-attested copy of Qualifications as specified in the tender document.
 - v. Attested character certificate for verifying antecedents of the deployed resource. Vendor will also carry out background check of all persons assigned to IT Agency, O/o Pr.CCA, CBIC.
 - vi. Contract agreement duly signed as per Annexure "A"
 - vii. Data Security Certificate as per Annexure "E"
 - viii. Integrity pact as per Annexure "F"
19. The Company/Firm shall raise the bill, in triplicate, along with attendance sheet performance report and submit the same to the Sr. Accounts Officer, (Establishment) O/o Pr. CCA, CBIC, DGACR Building, I.P Estate, New Delhi - 110002 in the first week of the succeeding month. The bills for payment shall be raised after making payment of salaries to the manpower employed for the preceding month. The payment of salary shall be made on the 1st working day of the succeeding month and the bill raised by

the agency shall be supported by evidence of bank account transfer of salaries of persons assigned to project.

20. Vendor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages/specified contract amount etc. in respect of the persons deployed by it in the O/o Pr.CCA, CBIC. The vendor has to submit self-certified letter confirming deposit of EPF / ESI with concerned authorities every month as an evidence of payment in the accounts of persons deployed. The tendering agency shall also liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the O/o Pr.CCA, CBIC to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
21. The tendering entity shall maintain all statutory registers under the applicable law. The tendering entity shall produce the same, on demand, to the concerned authority of the O/o Pr. CCA, CBIC or any other authority under law. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the relevant law, as amended from time to time and a certificate to this effect shall be provided to the agency by the O/o Pr.CCA, CBIC. The provisions of The Information Technology Act (IT Act) as amended from time to time will be applicable to the vendor and the assigned employees to ARPIT.
22. In case, the tendering entity fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the O/o Pr.CCA, CBIC, is put to any loss/obligation, the O/o Pr. CCA, CBIC will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

23. Performance Monitoring of the deployed IT Professionals

The IT Professionals thus deployed as per the specification in this tender document shall be subject to periodic performance review as per the details ahead –

- i. A review committee as deemed fit by the Competent Authority shall be constituted to conduct the review of the performance of personnel deployed under this contract. Quarterly Review Report shall be put up to the appropriate authority/authorities.
- ii. The review shall be undertaken for IT Professionals deployed to assess the work done by the IT team as against the scope of work defined in this tender document. Broad criteria of the reviews would be:
 - a. Deliverables achieved as per timelines.
 - b. Designated developmental work completed.
 - c. Achievements of targets as per deadlines.
 - d. Attendance maintained.
 - e. Assessment on other parameters as decided by O/o CGA.

IT Professionalsshall strictly adhere to timelines prescribed by the O/o Pr. CCA, CBIC for the allotted work.

O/o Pr.CCA, CBIC may add/modify the assessment criteria during the period of the contract. The Committee shall assign weightage to these criteria in their report and assessment will be on the total marks attained. A cut off level to decide the unsatisfactory performance shall also be decided.

The concerned team leads/Managers shall document the performance of persons under their control on these parameters for a quarter and shall submit to Sr.AO (Admn.), O/o Pr.CCA, CBIC by the second week of the first month of the next quarter. Personnel handling the Managerial positions shall submit their work done to the Committee directly. This will be appraised and reviewed by the Committee.

A detailed order on the assessment process shall be issued in the beginning of the contract period.

- iii. The review report shall mark with clarity the performance of each IT Professional as satisfactory or unsatisfactory in terms of work assessment as per point 2 above.
- iv. Any IT Professional obtaining two consecutive unsatisfactory reviews shall be liable to be replaced by the firm providing the IT Professionals.
- v. The quarterly review can be held at higher frequency if so required and decided upon by O/o Pr.CCA, CBIC.
- vi. Notwithstanding the above the O/o Pr. CCA, CBIC shall reserve its right to seek replacement of any IT Professional on grounds of continued poor performance, separate from above review process.

24. Force Majeure:

Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed by O/o Pr.CCA, CBIC:- "If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Chief Controller of Accounts O/o Pr.CCA, CBIC) as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at its option terminate the contract".

25. Arbitration

And the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the

arbitrator as appointed by O/o Pr. CCA, CBIC and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.

26. **Applicable Law**

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

27. **Integrity Pact**

All the bidders shall submit the Integrity Pact agreement as per format given at Annexure "F"

(8) Section VIII:Annexure A: Standard Contract

CONTRACT

FOR

Engagement of IT Agency for Supply of Manpower Services - 24 IT Professionals For Management, Maintenance, Upgradation and future Enhancements

of

Accounting & Reconciliation Portal of Indirect Taxes (ARPIT)

Between

[Office of Pr. Chief Controller of Accounts, Central Board of Indirect Taxes & Customs, Ministry of Finance, Department of Revenue, Government of India]

And

[Name of the IT Agency/Firm providing services of IT Professional(s)]

Dated:_____

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IT Agency's Services

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1. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month],[year], between the Chief Controller of Accounts,, Ministry of Finance, Department of Revenue, Government of India, D.G.A.C.R Building, I.P Estate, New Delhi-110002, hereinafter called the “Authority/Employer”, of the First Part and, [name of Firm/Agency/ IT Agency] (hereinafter called the “Firm/Agency/IT Agency”) of the Second Part.

WHEREAS

(a) The firm/agency/IT Agency, having represented to the “Authority/Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated xx.xx.2019 issued by the Authority/Employer;

(b) The “Authority/Employer” has accepted the offer of the IT Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

- 1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices:

Appendix A: Total cost of services

Appendix B: Duties of the Firm/Agency/IT Agency

Appendix C: Format of Bank Guarantee/Performance Security.

- 2) The mutual rights and obligations of the “Employer” and the IT Agency shall be as set forth in the Contract, in particular:
 - a) The IT Agency shall carry out, provide and complete the Services in accordance with the provisions of the Contract; and
 - b) The “Employer” shall make payments to the IT Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrelative names as of the day and year first above written.

<p>In presence of (Witnesses)</p> <p>(i)</p> <p>(ii)</p>	<p>1</p>	<p>Signed by _____</p> <p>For and on behalf of the Chief Controller of Accounts, O/o Pr. CCA, CBIC</p> <p>[Authorized Representative]</p>
<p>In presence of (Witnesses)</p> <p>(i)</p> <p>(ii)</p>	<p>2</p>	<p>For and on behalf of [name of IT Agency]</p> <p>[Note: If the IT Agency consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]</p>
	<p>3</p>	<p>For and on behalf of each of the Members of the IT Agency</p> <p>[name of member]</p> <p>[Authorized Representative]</p>
	<p>4</p>	<p>[name of member]</p> <p>[Authorized Representative]</p>

2. General conditions of contract

2.1. General Provisions

2.1.1. **Definitions** unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “IT Agency” means any private or public entity/firm/agency that will provide the Services to the “Authority” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the IT Agency, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the IT Agency and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country;
- (m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the IT Agency pursuant to this Contract, as described in Section V1 of NIT.
- (p) “Sub-Consultants” means any person or entity to whom/which the IT Agency subcontracts any part of the Services.

- (q) "Third Party" means any person or entity other than the "Employer", or the IT Agency.
- (r) "In writing" means communicated in written form with proof of receipt.

2.1.2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the IT Agency. The IT Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

2.1.3. Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

2.1.4 Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

2.1.5 Notices

a. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

b. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

2.1.6 Location

The Services shall be performed at such locations as are specified by O/o Pr. CCA, CBIC and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

2.1.7. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the IT Agency may be taken or executed by the officials specified in the SC.

2.1.8. Taxes and Duties:

The IT Agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

2.1.9. Fraud and Corruption

1.1. Definitions

It is the Employer's policy to require that Employers as well as IT Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “Collusive practices” means a scheme or arrangement between two or more IT Professionals, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the IT Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the IT Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the IT Agency, including declaring the IT Professionals ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the IT Professional has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

1.3. Commissions and Fees

At the time of execution of this Contract, the IT Agency shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2.2. Commencement, Completion, Modification and termination Of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s” notice to the IT Agency instructing the IT Professionals to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of

such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.2.3 Commencement of Services

The IT Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, or extended depending upon the administrative requirement of O/o Pr. CCA, CBIC and review of performance, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.2.6. Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.2.7. Force Majeure

2.2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.2.7.2. No Breach of Contract:

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.2.7.3. Measures to be taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the IT Agency, upon instructions by the “Employer”, shall either:
 - (i) Demobilize; or
 - (ii) Continue with the Services to the extent possible, in which case the IT Agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 2.8.

2.2.8. Suspension

The “Employer” may, by written notice of suspension to the IT Agency, suspend all payments to the IT Agency hereunder if the IT Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the IT Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the IT Agency of such notice of suspension.

2.2.9. Termination

2.2.9.1. By the “Employer”:

The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC

- a. If the IT Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b. If the IT Agency becomes (or, if the IT Professional consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the IT Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 2.8 hereof.
- d. If the IT Agency, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the IT Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f. If the IT Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g. If the IT Agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the IT Agency to improve the quality of the services.
- h. If, as the result of Force Majeure, the IT Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the IT Agency, and sixty (60) days’ in case of the event referred to in (f).

2.2.9.2.By the IT Agency:

The IT Agency may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.

- a. If the “Employer” fails to pay any money due to the IT Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 2.8 hereof within forty-five (45) days after receiving written notice from the IT Agency that such payment is overdue.

- b. If, as the result of Force Majeure, the IT Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the "Employer" fails to comply with any final decision reached as a result of arbitration.
- d. If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the IT Agency may have subsequently approved in writing) following the receipt by the "Employer" of the IT Agency notice specifying such breach.

2.2.9.3. Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 2.3 hereof, (iii) the IT Professional's obligation to permit inspection, copying and auditing of their accounts and records, and (iv) any right which a Party may have under the Law.

2.2.9.4. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9 hereof, the IT Professional shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the IT Professional and equipment and materials furnished by the "Employer", the IT Professional shall proceed as provided, respectively, by Clause 2.3 hereof.

2.2.9.5 Payment upon Termination:

Upon termination of this Contract, the "Employer" shall make the following payments to the IT Agency:

- a. If the Contract is terminated, remuneration pursuant to Clause GC 2.6 hereof for Services satisfactorily performed prior to the effective date of termination.
- b. If the agreement is terminated pursuant of Clause 2.9, the IT Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of this agreement. The IT Agency will be required to pay any such liquidated damages to Employer within 30 days of termination date.

2.2.9.6 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs of Clause GC 2.9 or hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 2.8 hereof, and this Contract shall not be

terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.3. Obligations of the IT Agency/Firm Providing Services

2.3.1. General:

2.3.1.1. Standard of Performance:

The IT Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The IT Agency shall strictly adhere to the prescribed timelines by the employer. The IT Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Third Parties.

2.3.2. Conflict of Interest:

The IT Agency shall hold the “Employer’s interest’s paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the IT Agency shall promptly disclose the same to the Employer and seek its instructions.

2.3.2.1.IT Agency not to benefit from Commissions, Discounts, etc.:

(a)The payment of the IT Agency pursuant to Clause GC 2.6 hereof shall constitute the IT Agency’s only payment in connection with this Contract and, subject to Clause GC 2.3.2.2 hereof, the IT Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the IT Agency shall use its best efforts to ensure the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the IT Professional, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the IT Agency shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the IT Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.

2.3.2.2. IT Agency and Affiliates Not to Engage in Certain Activities:

The IT Agency agrees that, during the term of this Contract and after its termination, the IT Agency and any entity affiliated with the IT Agency shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the IT Agency’s Services for the preparation or implementation of the project.

2.3.2.3. Prohibition of Conflicting Activities:

The IT Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

2.3.3. Confidentiality:

Except with the prior written consent of the “Employer”, the IT Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the IT Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

2.3.4. IT Agency’s Actions Requiring “Employer’s Prior Approval:

The IT Agency shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

- a. Any change or replacement of the IT Professional deployed for the assigned work.
- b. Subcontracts: The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer” Notwithstanding such approval, the Consultant shall always retain full responsibility for the services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent in indirect tax accounting system or undesirable in discharging assigned duties, the “Employer” may request the consultant to provide a replacement, or to resume the performance of the services itself.

2.3.5. Documents Prepared by the IT Agency to be the Property of the “Employer”:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the IT Agency for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the IT Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The IT Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the IT Agency and third parties for purposes of development of any such computer programs/modules, the IT Agency shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

2.3.6. Equipment and Materials Furnished by the “Employer”:

Equipment and materials made available to the IT Agency by the “Employer”, or purchased by the IT Agency wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the IT Agency shall make available to the “Employer” an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions.

2.4. IT Agency's' Personnel

2.4.1. General

The IT Agency shall deploy qualified and experienced personnel to carry out the services. Any replacement of the deployed manpower shall be by a person/persons with equivalent or higher qualifications.

2.4.2 Description of Personnel

- a. The title agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the IT Agency's Personnel are as per the IT Agency's proposal. If the Personnel has already been approved by the "Employer", his/her name is listed as well.
- b. If required to comply with the provisions of Clause GC 2.3.1.1 hereof, adjustments with respect to the estimated periods of engagement of the Personnel may be made by the IT Agency by written notice to the "Employer".
- c. If additional work is required beyond the scope of the Services specified in Section VI of NIT, the estimated periods of engagement of Personnel may be increased by agreement in writing between the "Employer" and the IT Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 2.6 of this Contract, this will be explicitly mentioned in the agreement.

2.4.3 Removal and/or Replacement of Personnel

- a. Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the IT Agency, such as retirement, death, medical incapacity, resignation among others, it becomes necessary to replace any of the Personnel, the IT Agency shall forthwith provide as a replacement a person of equivalent or higher qualifications.
- b. If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the IT Agency shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the IT Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the IT Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

2.5 Obligations of the Employer:

2.5.1 Assistance and Exemptions:

Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

- a. Provide the IT Professionals with work permits and such other documents as shall be necessary to enable the IT Agency to perform the Services.
- b. Issue to officials, agents and representatives of the Government all such instructions as maybe necessary or appropriate for the prompt and effective implementation of the Services.
- c. Provide to the IT Agency any such other assistance as maybe specified in the SC.

2.5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the contractor for providing the goods and services i.e. goods and service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the contractor in performing the Services, then the remuneration and reimbursable expense otherwise payable to the contractor under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts. However, in case of any new or fresh tax or levy imposed after submission of the proposal the contractor shall be entitled to reimbursement on submission of proof of payment of such tax or levy. The firm/agency/IT Agency shall pass on any decrease in the Goods and Service tax to the Employer.

2.5.3 Services, Facilities and Property of the “Employer”

The “Employer” shall make available to the IT Agency, for the purposes of the Contract, the Services and Facilities free of any charge i.e. VPN, document work for access to Premises etc.

2.6 Payment

In consideration of the Services performed by the IT Agency under this Contract, the “Employer” shall make to the IT Agency such payments and in such manner as is provided by Clause GC 2.6 of this Contract.

2.6.1. Payment to the IT Agency

2.6.1.1 Total Cost of the Services:

- a. The total cost of the Services payable is set forth in Appendix -A as per the IT Agency’s proposal to the Employer.
- b. Except as may be otherwise agreed under Clause GC 2.6, payments under this Contract shall not exceed the amount specified in Appendix-A.

2.6.1.2. Currency of Payment:

All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

2.6.1.3 Terms of Payment:

The payments in respect of the Services shall be made as follows:

- a. The IT Agency shall submit the invoice for payment when the payment is due as per the agreed terms (copy of Challan of ESIC/EPF etc. and attendance sheet etc.).
- b. The consolidated Monthly Charges shall be payable to the Firm/Service provider on closure of the month, after submission of a bill/invoice by the firm for the services provided and a certificate of Satisfactory Services issued by the CMC, O/o Pr.CCA, CBIC.

2.7. Fairness and Good Faith

2.7.1. Good Faith:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

2.7.2. Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 2.8 hereof.

2.8. Settlement of Disputes

2.8.1. Amicable Settlement

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 2.8.2 shall become applicable

2.8.2. Arbitration

In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the IT Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the IT Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the

third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry/Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the IT Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

2.9. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/IT Agency shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Contractor/IT Agency shall be liable to and responsible for all obligations towards the Employer/Government for performance of works/services.
- (v) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/IT Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.
- (vi) Liquidated Damages –The Employer shall levy Liquidated Damages if the Contractor delays the deployment of any professional from the agreed deployment plan. The LD shall be levied at the rate of 0.02 % per day of the contract value for the position of the professional. The maximum limit for the Liquidated Damages shall be 10% of the contract value for the position of the professional in respect of which the deployment is delayed and Liquidated Damage is to be levied.

2.10 Indemnification and Limitation of Liability

- 10.1)** Subject to point 10.4 below, the Contractor (the "Indemnifying Party") undertakes to indemnify, hold harmless the Employer (the "Indemnified Party") from and against all

claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.

- 10.2)** If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- 10.3)** 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;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- i. Procure the right for the 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 the Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- 10.4)** The indemnities set out in this contract shall be subject to the following conditions:
- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
 - (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

- (iv) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - (v) all settlements of claims subject to indemnification under this Clause will:
 - (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - (vii) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - (ix) If a Party makes a claim under the indemnity set out under this contract in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- 10.5)** The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations arising out of breach of confidentiality, intellectual property rights as detailed in this contract or wilful misconduct by the contractor's personnel.
- 10.6)** 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 (other than those set-forth in this contract) even if it has been advised of their possible existence.
- 10.7)** The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

3. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>1. “Employer”:</p> <p>Attention:</p> <p>Facsimile:</p> <p>2. IT Agency:</p> <p>Attention:</p> <p>Facsimile:</p>
2	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”:</p> <p>For the IT Agency:</p>
3	2.1	<p>The effectiveness conditions are the following:</p> <ol style="list-style-type: none"> 1. Signature of the contract by both parties 2. Submission of applicable Performance Security as per agreed deployment plan. <p>The Contract shall come into force and effect on the date (the “Effective Date”) notified by the Employer in the “Employer’s” notice to the IT Agency instructing the IT Agency to begin carrying out the Services. The “Effective Date” shall be the date on which the IT Agency shall begin carrying out the services.</p>
4	2.2	The time period shall be two months.
5	2.3	The time period shall be NIL. The IT Agency shall begin carrying out the services on the “Effective Date”.
6	2.4	The time period shall be twelve (12) months.
7	3.5	<p>The risks and the insurance coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the IT Agency or its Personnel or any Sub-Consultants or</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>their Personnel.</p> <p>(b) Third Party liability insurance.</p> <p>(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the IT Agency, with a minimum coverage of an amount twice the value of this Contract.</p> <p>(d) Workers' compensation insurance in respect of the Personnel of the IT Agency and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the IT Agency's property used in the performance of the Services, and (iii) any documents prepared by the IT Agency in the performance of the Services, by theft, fire or any natural calamity.</p>
8	2.6	The ceiling in local currency is: INR _____ (Rupees _____ only)
9	2.6	For time based contracts remuneration will be paid on monthly basis.
10	2.8	The Arbitration proceedings shall take place in New Delhi in India.

Binding signature of Employer Signed by:

Binding signature of Contractor Signed by:

(9) Annexure B : Acceptance Letter

Acceptance letter by the Tenderer on the letterhead of the Company/Firm/Agency

To

The Senior Accounts Officer (Establishment)
O/o Pr. Chief Controller of Accounts,
Central Board of Indirect Taxes & Customs
Ministry of Finance, Department of Revenue,
D.G.A.C.R Building, I.P Estate,
New Delhi –110002.

Sir/Madam,

I/We hereby accept unconditionally by signing all the pages of the Tender document and other documents attached therewith all the terms and conditions as contained in tender documents as well as notice inviting tender (NIT) and in default thereof, to pay to O/o Pr. CCA, CBIC, or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents.

Dated the day of

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

ADDRESS

SEAL OF TENDERER

SIGNATURE OF WITNESS

NAME (CAPITAL LETTERS)

ADDRESS

(10) Annexure C: Undertaking by the bidder

- I. I/We agree to abide by and fulfil all terms and conditions referred to and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to or its successors such sums of money as are stipulated in the notice inviting tenders and tender documents.
- II. I/We hereby furnish the required Bid Security Declaration as mentioned in the Tender documents.
- III. If I/We fail to provide the desired manpower as per the order/ Letter of Intent within 15 days of the date of issue of Letter of Intent and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract, I/we agree that O/o the Pr. Chief Controller of Accounts, CBIC shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent.
- IV. I/we are also enclosing herewith the Acceptance letter on the prescribed Performa referred to in condition of NIT.

Dated the day of _____

SIGNATURE OF TENDERER:

NAME (CAPITAL LETTERS):

ADDRESS:

SEAL OF TENDERER:

SIGNATURE OF WITNESS:

NAME (CAPITAL LETTERS):

ADDRESS:

(11) Annexure D: Detailed Break up of Manpower Requirement Role wise

Job Profile Requirement of Technical Professionals

S.No.	Resource Category	Number of Resources
1	Project Manager	1
2	Business Analyst	2
3	Senior Software Developer (Biztalk)	2
4	System Administrator	1
5	Sr. Software Developer (Business Intelligence)	2
6	Sr. Software Developer (Test Lead)	1
7	Team Lead Development	1
8	Test Engineer (Tester)	2
9	Software Developer (.Net / ASP)	7
10	Help Desk Team Member	1
11	BI Support Team (S/W Developer)	1
12	Bank/GSTN/ICEGATE/RBI Interaction Team member	1
13	Sr. UI Designer	1
14	Database Administrator	1
	Total	24

Work Experience and Qualification Requirements for the Manpower

1.Project Manager – 1
Educational Qualification: ---
BE/B. Tech/MCA or BCA/Bachelor Degree with Degree/Diploma in Computer Science/Information Technology
Preferred Professional Qualification/ Certification: ---
Project Management Professional and Equivalent
Experience: ---
i.) Total 7+ years' experience in software development
ii.) Minimum 5 years' experience in managing a team of 25 IT professionals
Responsibility Areas: ---
Defining project scope, goals and deliverables that support goals set for project. Developing success criterion of each phase/stage of the project. Develop full-scale project plans using agile methodology and associated communications documents. Proactively assess of project resources hardware, software and manpower requirements and continuously monitor their performance and work in coordination for fulfillment of requirements in time. Implement project quality and security policies and manage project library and security program, Developing and review of tasks and responsibilities to appropriate personnel in project. Plan and schedule project timelines and milestones and Track project milestones and deliverables and developing action plan to troubleshoot delays and remain on time. A project Manager having relevant and past experience in managing large scale government related projects (Govt. means Central /State Govt./Semi Government Municipal/ Autonomous Bodies/ PSUs/ PSBs) shall be preferred.

2. Business Analyst -2
Educational Qualification:---
MBA/PGDM or any Bachelor Degree in Computer Science/ Information Technology
Preferred Professional Qualification/ Certification: ---
N.A
Experience: ---
5+ years' experience in large IT Software Project in Requirement Gathering, Client Interaction
Responsibility Areas: ---
Understanding Analyzing the business processes, requirements and communicating by eliciting and documenting the business requirements, SRS and User Manuals. Reviewing test cases, test plans, defect logs to ensure functional features for end user acceptance. UAT facilitation, UAT Test Plans, functional testing and providing training to end users. Experience in direct and manage software project development lifecycle. Business Analysis, Project Management, Requirement Project, Business Process Re-engineering, Government Process Re-engineering, Pre-Sales, Data Analysis, Functional Testing, Enterprise Reporting, UML Modeling.

3. Sr. Software Developer (Biztalk) - 2	
Educational Qualification: ---	
BE/B.Tech/MCA or BCA/any Bachelor Degree with Degree/Diploma in Computer Science/Information Technology	
Preferred Professional Qualification/ Certification: ---	
Microsoft Certified Technology Specialist in BizTalk 2010/14	
Experience: ---	
<ul style="list-style-type: none"> i) Total 3 years' experience on Biztalk Server ii) Minimum 2 years' experience on SQL Server 2012/2014 iii) 5+ years in software development iv) Minimum 2 years' experience in Visual Studio 2010/2013, v) Minimum 2 years' experience in implementation of .Net v4 framework, vi) Minimum 2 years' experience in implementation of SFTP using SSH-2, SHA-2 for secured messaging. ISO standard formats for financial messaging 	
Responsibility Areas: ---	
<p>Responsible for building and deploying interface between numerous platforms and creating effective interactive automated processes including alerts for exceptions, build business rule using BRE, optimizing system performance and time window management, Availability of audit trails/logs of system alerts, managing deployment documentation and developing controls for interface. He/she will handle requirement of development/configuration management for Orchestrations, Maps, Pipelines, Port Configuration, XSD, XSLT, XML, as well as performance and scalability tuning and effectively usage of xQueries/jQueries for optimization.</p> <p>He/she will develop applications and manage configuration relating to exception Handling, WCF-Custom, FTP/SFTP and built in adapters and applications exposing Orchestration as a WCF service, consuming Web Services/WCF in PFMS development technology environment in coordination with other team members and under guidance of team lead. He will also provide and participate in service desk support, incident management and Problem management.</p> <p>He/she will follow coding standards, best practices, guidelines & checklist in line with available tools and CMMI practices applicable for agile development environment. He/she will also create Technical Specification, Designs based on requirements and use current state build and deployment procedures.</p> <p>He/she will share responsibilities as part of planned activities for full lifecycle to be executed by him/team (development and testing), Change control and impact analysis of change on application, Status reporting of his/her functional area including ESB exception handling. He/she will undertake to define future state coding standards, build and deployment procedures and conducts peer reviews of specification and build artifacts and code base for his/her functional area.</p> <p>He/she will also test application, review the script, fix the defects and will provide environment support by monitoring the operational state and take corrective action to ensure SLA and Work towards code quality and measures by using appropriate tools and participate and perform Security administration, System administration, Network administration, Service monitoring and control.</p>	

4. System Administrator - 2
Educational Qualification: ---
BE/B.Tech/MCA/MSc in Software Engineering or BCA/Bachelor Degree with Additional Degree/Diploma in Computer Science/Information Technology in Software Development
Preferred Professional Qualification/ Certification: ---
MCSA MS Server 2008/2012, ITIL certifications preferred. Administration/coordination of systems in the domain/areas of banking & Business Intelligence is preferred.
Experience: ---
<ul style="list-style-type: none"> i. Minimum 2 years' experience in administration/coordination of systems in domain areas of banking and Business Intelligence ii. Minimum 5 years in software development iii. Minimum 2 years' experience in Virtualization (specifically Hyper-V/VM ware) iv. Minimum 2 years of experience in Windows Server Systems Administration skills, v. Minimum 2 years' experience in Microsoft products knowledge including Exchange, SQL Server etc. <p>Minimum 2 years' Experience with ITIL procedures.</p>
Responsibility Areas: ---
<p>To install, set up configure, upgrade, monitor, maintain and manage multiple windows Servers in standalone and cluster environment and support/administration servers clusters, perform server patching & releases/upgrades, backup, recover/restore OS in database migrations and upgrades in addition to implementing and maintaining security, high availability, (clustering), BCP/Disaster Recovery configuration solutions. The assignment carries responsibility of monitoring systems for performance, stability and performance monitoring and other tools and also install, configure and maintain server firewall and other security software if required. Identify and provide technical resolution for potential security breaches. Establish and monitor security and apply appropriate fixes.</p> <p>He/she will be responsible for providing operations support for mission-critical, high availability systems. Monitor and maintain system integrity assuring maximum availability using System Center. This includes monitoring backups, managing appropriate access rights, and securing enterprise systems in accordance with IT Services standards. Monitor and forecast future needs. He/she will perform migration of Web sites and applications and databases and undertake root cause analysis of production-related OS issues. The person will support Change Management System and the promotion of database and application source code changes to QA and Production and monitors project deliverables, as directed, to ensure project success and functional leaders receive accurate, timely updates as required.</p> <p>Achievement of critical performance metrics including all required Service Level Requirements (SLRs) on a 24x7 basis are a key focus of this position and is required to collaborate with other associates and functional business teams to build, deliver, and support effective, creative solutions aligned to specified business initiatives.</p> <p>He/she will interface with application developers, storage system support personnel, network team and database administrators and will open, track, and manage resolution of all OS incidents and problems. He will also create in coordination with network and database administrators, base definition of resources, structure documentation, operational guidelines and security including OShardening and antivirus installation and patch management. He/she will conduct server health checks, implement and maintain technical solutions for disaster recovery and business continuity of project systems. (ex. Windows 2008/2012 Failover Cluster). He will play important role in data backup and archival policy implementation.</p> <p>He/she will produce essential reports on a daily, weekly, monthly or ad hoc as necessary on Server availability and performance monitoring and reporting. He/she will be involved in testing, reporting, back-</p>

up and restores including OS and product configuration and conducting performance tuning by analyzing database and OS performance and implementing tuning and optimization recommendations. He/she will provide support for File and database Servers management and integration of external server for SFTP/Web service and contribute to system automation via scripting and other tools to reduce time spent on operational tasks.

He is also responsible for Administration of Active Directory including group policy management, administration and maintaining user/computer account permissions and access rights.

5. Sr. Software Developer (Business Intelligence) - 2

Educational Qualification: -

BE/B. Tech/MCA or BCA/Bachelor Degree with Degree/Diploma in Computer Science/Information Technology

Experience: -

- i. Total 5+ years in software development
- ii. Minimum 3 years of working Experience in building report and dashboard using SSIS, SSAS, SSRS
- iii. Minimum 3 years of experience in Share point Services
- iv. Minimum 3 years of experience in BI suite of MS SQL Server 2008R2/2012 or in similar product development
- v. Experience in developing and Implementing Data Warehouse and data mart database architecture

Experience in ETL and development activities by creating sophisticated logical and physical SQL Server databases design to quickly handle complex queries (response time)

Responsibility Areas: -

Responsible for developing and Implementing Data Warehouse and data mart database architecture, ETL and development activities by creating sophisticated logical and physical SQL Server databases design to quickly handle complex queries (response time). He/she will also use sharepoint for reports/dashboard management including CMS requirements. He/she will be responsible for designing, constructing, and testing of ETL processes and software coding that may be necessary to extract data from the transactional and/or operational databases, transforming the data according to analytical / reporting business needs, and loading the data into a Data Warehouse or Data mart. He will also contribute in designing data backup and archival policy and implement such policy. He/she will provide input for data structures and incremental data needs for real-time DWH to OLTP team.

The person will develop user interface for OLTP/OLAP application for multilingual environment. Prepare ETL/ELT plan for import and export under data integration plan using SSIS from/to different sources and reports using SSRS, .NET framework, MS Power pivot and silver light. Develop and implement data integration testing policy. Develop/manage sharepoint portal

His/her important tasks include develop and deploy SSAS based Cubes, partitioning, writing KPIs, implement Drill-through for designing and development of reporting/dashboard and DSS modeling solutions using sharepoint/ SSRS on android and windows mobile/iPad and ensure reports classification and their delivery and monitoring of use for improving performance of system. The person will perform analysis, development, and evaluation of data mining needs in a data warehouse environment that includes database design, database architecture, metadata, and repository creation.

He/she will monitor use of data warehouse system resources and plan enhancement of response time for frequently and most used reports. He/she will test, troubleshoot, optimize, and tune SQL processes and complex SQL queries and use X-queries/J-queries for optimization. He/she will continuously work for enhancing performance of existing database objects used in ETL Processes and work with BI Lead, Solution

Architects and Business Analysts to define scope and estimations of project / service delivery and effectively use SQL Server Business Intelligence Development Studio (SQL Server Data Tools) and share point server to empower users with support to report builder. Effectively control data integration jobs and manage records in error and removing errors in controlled manner.

He/she will use data profiling and lineage tools for determining quality and impact on reports and confidence level of reports and will participate and contribute to requirements analysis, ad-hoc reporting, and user support Plans and authors the user documentation set, acceptance criteria, and helps construct representative test data sets.

Provide first level support to users regarding application related issues by studying solution and mapping with problem diagnostic, provide guidance to users and feedback to software development team for Change Management after testing. The person is responsible for development of a strong solution framework for some of the data intensive projects and troubleshooting failed batch jobs, correcting outstanding issues and resubmitting scheduled jobs to ensure completion.

Develop user friendly web/mobile application reports/dashboards using Sql Server under Microsoft Sharepoint and customise Dynamics (CRM), performance point and power pivot resources and Microsoft Visual Studio and deploy application reports/dashboards. The person will develop dashboards/reports compatible for mobile phones and iPad.

He/she may be required to design/develop, test and implement DR and BCP Policy for data warehouse and build risk management scenarios for the purpose. He/she will ensure first-time-right delivery and migrate users to self-service their requirements on Report Builder facility to reduce developmental and maintenance work. He will develop proper data quality parameters and managing information from data in error and follow optimisation criterion for the reports and dashboard by proper de-normalised database design and assess performance of reports and dashboard for further optimisation.

6. Sr. Software Developer (Test Lead) – 1

Educational Qualification :---

BE/B. Tech/MCA or BCA/Bachelor Degree with Degree/Diploma in Computer Science/Information Technology

Preferred Professional Qualification/ Certification: ---

Certification in Software Quality & Testing

Experience: ---

- i.) Minimum 5 years in software development
- ii.) Minimum 3 years of working Experience on Software testing in application lifecycle management environment & familiarity with best practices in software development and testing in Microsoft platform including load testing
- iii.) Minimum 3 years' experience of testing tools i.e., Visual Studio

Responsibility Areas: -

Will investigate problems uncovered during analysis and design and execute test cases as appropriate and advise corrective actions to reduce rework. As part of other responsibilities, the person will also provide feedback on usability, serviceability, documentation, and report status to the appropriate audience. Software testing is an important role at proposed INDIRECT TAX ACCOUNTING SYSTEM that ensures the quality of application for wider group of users. The person will understand and Determine Project Deliverables, Project plan, Scheduling, Project time frame, identification of risks, contingency plans, resource availability, quality process for accomplishing the project goals.

He/she will be responsible for Assessment, Analysis and Reporting on Detailed Blue Print of Testing Environment, Tools and Processes for INDIRECT TAX ACCOUNTING SYSTEM, acquiring and usage of

Standard Templates in SDLC at different stages, report on Gap Assessment to project management, prepare interim reports of gap analysis and action plan to fill the gap for improvement and migration to standard practices of implementation of Software Quality Assurance Plan, Software Quality Testing Practices and Standard Documentation, UAT practices and Templates for Use and related cycle.

He/she will update management on qualitative areas in, Test Environment Setup, Requirement Analysis, Test Planning and Test Case Development. He/she will review existing artifacts used and creation, modification, verification and rework of test cases & test scripts and will constantly follow CMMI and OWASP, PCI-DSS security guidelines in testing and review of codes. He/she is responsible for Test data preparation, it's review and then reworked as well as warranted for Test Execution, Test Cycle Closure and will ensure full scale testing including Test Links, Test Forms, Test Cookies, Test HTML and CSS, Test Business Workflow, Test business boundaries, Usability testing, Interface Testing, Database Testing, Compatibility testing.

The person will also provide guidance to team members in area of Performance Testing, Security testing as per standards specified for the purpose. He will also ensure that appropriate input documents are available during test cycle and errors and defects are minimised and efforts on maintenance are reduced considerably through team efforts.

The person will ensure that tests are specified and rigorously carried out by use of appropriate tools, techniques and methods; problems are recorded and tracked; risks to the project are minimised by formulation and implementation of complete software testing strategies for Unit Testing, Integration Testing, System Testing and Acceptance Testing.

7.Team Lead Development – 1

Educational Qualification: ---

BE/B. Tech/MCA or any Bachelor Degree with Degree/Diploma in Computer Science/Information Technology

Preferred Professional Qualification/ Certification: ---

N.A

Experience: ---

- i.) 7+ years in software development
- ii.) Minimum 2 years of experience in handling a team of software developers
- iii.) Minimum 3 years' experience in designing database and application
- iv.) Minimum 1 year experience in implementation of .Net 4.5 framework
- v.) Minimum 1 year experience in Web Services (SOAP, REST, JSON, XML), JQUERY, JAVA Sup
- vi.) Minimum 1 year experience in WCF services with enterprise library

Responsibility Areas: ---

Defining project scope, goals and deliverables that support goals set for project. Developing success criterion of each phase/stage of the project. Develop full-scale project plans using agile methodology and associated communications documents. Proactively assess of project resources hardware, software and manpower requirements and continuously monitor their performance and work in coordination for fulfillment of requirements in time. Implement project quality and security policies and manage project library and security program, Developing and review of tasks and responsibilities to appropriate personnel in project. Plan and schedule project timelines and milestones and Track project milestones and deliverables and developing action plan to troubleshoot delays and remain on time.

8. Test Engineer(Tester) –2	
Educational Qualification: ---	
BE/B. Tech/MCA or BCA/Bachelor Degree with Degree/Diploma in Computer Science/Information Technology	
Preferred Professional Qualification/ Certification: ---	
Certification in Software Quality & Testing, PCI DSS/OWASP Security Standards	
Experience: ---	
i.)	Total 4+ years in software development
ii.)	Minimum 3 years of working Experience on Software testing in application lifecycle management environment & familiarity with best practices in software development and testing in Microsoft platform including load testing
iii.)	Minimum 3 years' experience of testing tools i.e.,
iv.)	2+ years of experience of testing on Suite of Visual Studio
v.)	2+ years of experience in manual testing
Responsibility Areas: -	
<p>Required to fully test a product/application or system to ensure, it functions according to specifications and business requirements and meets the business needs. Testing activities cover all aspects of the product/system including function/component, usability, performance, system, regression, and service. Thus, as a software test engineer, a person must demonstrate knowledge of the domain you are responsible for testing of solution developed in Microsoft software product development environment including TFS 2013.</p> <p>The person will design test plans, develop test cases/scenarios/use cases, and execute these cases using Microsoft product tools, Mercury & Rational etc. and carry out software load testing, performance testing, and scalability testing for a wide array of applications, including Web, Microsoft, Web Services, Web site security and compliance testing to identify vulnerabilities and assess compliance requirements to improve the accuracy and reliability of online systems and undertake defect Classification, Defect Severity, Defect Probability, Defect Priority, Defect Life Cycle, Defect Report as part of job.</p> <p>The person will appropriately plan levels of testing for Unit Testing, Integration Testing, System Testing, Acceptance Testing to achieve “first time” and “No Defect” policy approach and perform all aspect of testing including Usability Testing, Interface Testing, Database Testing, Compatibility Testing, Performance Testing, Security testing and apply best practices and OWASP and PCI-DSS principles in order to reduce risks in area of financial transactions and implementation of Digital Signatures and encryption in XML financial messages as per ISO requirement.</p> <p>The person will also provide feedback to developers and propagate standards in development and also aim for reducing rework/maintenance of application.</p>	

9. Software Developer – 7
Educational Qualification: ---
BE/B. Tech/MCA or BCA/Bachelor Degree with Degree/Diploma in Computer Science/Information Technology
Preferred Professional Qualification/ Certification: ---
N.A
Experience: ---
i.) Total 5+ years in software development in Visual Studio 2010/2013, ii.) Minimum 1 year experience in implementation of .Net v4.5 framework iii.) Minimum 1 year experience in Web service (SOAP, REST ,JSON, XML) JQuery, Java Sup Minimum 1 year experience in WCG services with enterprise library
Responsibility Areas: ---
<p>will build new applications and functionalities with .NET 4.0 /.NET 4.5/ ASP.NET / SQL Server 2008R2/2012 / WCF Web Services / WCF, MS Visual Studio 2013, TFS 2013 for financial and non-financial transactions maintaining appropriate security and confidentiality for web application and develop application for MS Dynamics CRM complying with CMMI 3 requirements. The person will use appropriate tools for implementing Workflow/business rules engine facility with dynamic screen and facilitate implementing Tooltip in web based applications and adopt SRUM principles for agile development environment. The person will effectively and efficiently use schemas, tables, FKs, PKs, indexes as resource structure that meets their needs to develop application in SOA environment. The person will be responsible for application tuning and performance management and use appropriate event trigger and alert system for improving response time. The person will also be required to develop user friendly web/mobile application and reports using Microsoft Technologies environment and customise Dynamics (CRM) solution to achieve laid down requirements.</p> <p>The person may be required to develop user interface for OLTP application for multilingual environment, Prepare ETL/ELT scripts for import and export under data integration plan using SSIS from/to different sources and generate reports using SSRS, .NET framework, silver light and develop optimal strategy for using ASP.NET, Java Script, AJAX, HTML/DHTML/HTML 5 resources for secured and user friendly applications and modules development with least faults during testing.</p> <p>The person will follow best practices of ITIL3.0, Web 2.0/3.0 standards and maintain SOA architecture and communicate with other teams for effective application developments and performance to commit to time schedule and code quality related compliance.</p>

10. Help Desk Team Member – 1
Educational Qualification: --
Graduate in any discipline (having computer operations certificate/diploma) preferably BCA
Preferred Professional Qualification/ Certification: -
Certification in IT support systems, Call Centre Operator Certificate
Experience: -
2-3 Year experience in IT support in an on-site/call centre using Microsoft Dynamics/other CRM tools and IVRS infrastructure environment
Responsibility Areas: -
<p>The resource will use MS Dynamics CRM solution supported by web based solution, IVRS, Automated call routing, Web Chatting, Call on demand, Fax on demand, email, Voice Mail, SMS, data collection depending on requirements and should keep himself abreast on issues and solutions being released and under development to satisfy queries. He/she will study & understand the complete INDIRECT TAX ACCOUNTING SYSTEM/PFMS System to be able to use CRM Solution.</p> <p>The person will use infrastructure resources and knowledge management tools in discharging duties and enhance role by acquiring necessary knowledge to reduce escalations of calls. He/she will provide first level support for troubleshoot and resolve end-user application software related problems, basic network, application and report access problems for end-users</p> <p>He/she will prepare reports, respond to inter-office correspondence relating to support and maintain record of incoming calls and seek knowledge and support from concerned resources to quickly resolve problems, data education algorithms and also report outstanding issues. The person will take ownership and complete cycle of newly raised issues and begin problem determination. Identify root causes of issues and formulate an appropriate input to caller and ensure all work performed to resolve an issue complies with the standards and policies</p> <p>He/she will hold surveys of users experience and provide easy access to support/knowledge documents and continuously update extended support program and work co-operatively as part of a team and deliver adequate knowledge to user to enhance their skills and efficiency in busy demand environment and shall use service managing templates for service under quality management systems and use principles of ITIL. He/she will participate fully in the 12/16 Hour Cycle in shifts as needed from time to time.</p> <p>The person will use effective computer skills for technologically equipped call centre, Microsoft Office Software, MS Dynamics CRM and use tools like broadcasting, mass/group mailing, collecting and sending faxes online for specific software applications module changes/enhancements related to knowledge sharing with users. He/she will have good spoken knowledge of English, Hindi and additional Indian language (if known).</p>

11. BI Support Team(S/W Developer) - 1
Educational Qualification: -
BE/B.Tech/MCA or any Bachelor Degree with Degree/Diploma in Computer Science/Information Technology
Preferred Professional Qualification/ Certification: -
Certification in related area
Experience: -
Total 3+ years in software development with minimum 1 year of working experience in building report and dashboard using SSIS, SSAS, SSRS, Sharepoint Services and BI suite of MS SQL Server 2012 or in Similar product development environment
Responsibility Areas: -
<p>Responsible for designing, constructing, and testing of ETL processes. This includes software coding that may be necessary to extract data from the transactional and/or operational databases, transforming the data according to analytical / reporting business needs, and loading the data into a Data Warehouse or Data mart. The person will perform analysis, development, and evaluation of data mining in a data warehouse environment that includes data design, database architecture, metadata, and repository creation. Job carries responsibility of designing and development of reporting/dashboard Solutions using sharepoint/ SSRS on Android/windows mobile/iPad ensuring first-time-right delivery. He/she will be developing and designing Cubes using SSAS and SSRS on MS SQL server and will troubleshoot, optimize, and tune SQL processes and complex SQL queries.</p> <p>He/she will provide first level support to users regarding application related issues by studying solution and mapping with problem diagnostic, provide guidance to users and feedback to software development team for Change Management. He/she will document and demonstrates solutions by developing documentation, flowcharts, layouts, diagrams, charts, code comments and clear code and will work with Lead BI Solution Architects and Business Analysts to define scope and estimations of project / service delivery by effective use of available resources and tools as part of SQL Server, Business Intelligence Development Studio and sharepoint server implement information security systems by studying operations in designing, developing solutions, supports and develops software team.</p> <p>He/she will effectively manage/monitor data integration jobs and manage records in error and removing errors in controlled manner and use data profiling and lineage tools for determining quality and impact on reports and confidence level in reports.</p> <p>He/she will participate and contribute to requirements analysis, ad-hoc reporting, and user support Plans and authors the user documentation set, acceptance criteria, and helps construct representative test data sets and development of a strong solution framework for some of the data intensive areas and develop and implement data lifecycle plan from extraction, upload to archive, retain and purge periodically as per policy.</p>

12. Bank/GSTN/ICEGATE/RBI Interaction Team Member - 1
Educational Qualification: -
MCA/Any Master Degree and experience in software development and writing SQL queries will be desirable
Preferred Professional Qualification/ Certification: -
Certification in related area
Experience: ---
2-3 Year experience in IT support in an on-site project; handling the communication with banks linked to events , monitoring Performance and resolving issues
Responsibility Areas: -
<p>Monitoring daily “Critical Reports” and resolve issues in close coordination with banks teams to maintain assurance by timely actions and escalation in proactive manner to realise the goals of effectiveness and efficiency of PFMS and bank interface. The areas relate to Daily & Periodic Batch/transaction Rejected/Recalled by agency with Reasons; Daily Debit Rejected by Bank But Credits processed; Daily Periodic Pending Transactions not Authorised (pending) by Agency in Bank's System; Batches Rejected by Bank on verification(Reasons as per codes); Daily Batches Not Processed (pending) at PFMS (Payment Processing pending at PFMS); Batch Failed at Bank & Returned unprocessed; Batch failed due to digital signatures do not tally at Banks; Status Completed but Receiving Agency/Beneficiary Disputes;</p> <p>The assignment requires to monitor exceptions and alerts and close them as part of daily routine actionable. For performance management, Scrutinise “Delay Reports” for message/data stuck at any Stage (Various Entities) in Payment Cycle and take corrective measures with agency/banks as necessary; Monitor and study transactions rejected & pending for re-cycling in banks where so warranted as per rules; Reconciliation and tracing the transactions rejected/recalled but response not available; Analyse aberrations in payment system like wrong rejections; Help in getting rejected Batch Re-processing after repair where warranted by bank; Study behaviours of debit transactions debited in parts and follow up with such banks; Follow up complaints relating to banks to close them and advise the complainant periodically till closed; Confirm from reports that all rejected transactions are returned to agency accounts; Analyse conflict in data status of transactions to resolve such issues; Age wise Transaction Yet to be Reconciled with transaction types; Batch Status Completed but All Transactions not Reconciled (bank wise & age wise); Close reconciliation action pending at bank/agency; Find transaction status Pending from crediting bank and assumed status used and report to RBI and banks; Prepare performance reports on bank interface and share with related banks</p> <p>The person will be responsible for System Related Performance Management and Escalation including; Follow-up and escalation on Transactions delays due to PFMS interface downtime; Transaction Delays due to bank's interface downtime; Transaction Rejected due to data quality issues at PFMS/Bank; Transactions rejected due to PFMS/Bank application error; Collect information regarding Support & Maintenance of Existing Applications; Coordination with Banks to collect status info on Application/Change Implementation; Monitoring of integration applications and taking the required actions as and when required based on parameterised dash boards/reports; Master data management related to Banks /India Post/RRBs/Coop Banks; Analyse data for inconsistency with rules.</p> <p>The person will also monitor BizTalk Operational effectiveness by monitoring regularly SFTP queues and events on 24x7x365 basis; Particularly monitor India Post interface; Prepare data for update on missing IFSC/MICR and inconsistencies; Monitor BizTalk dashboard and connections to SFTP and follow up with related entity; Help team in defining problems based on input and maintain high availability; Identify file level errors reports and coordinate correction; Monitor queues and rejections for corrective action; Settle business rules and mapping compatibility with banks.</p> <p>The person will review documents from banks against standards/checklist and submit /handle observations on Check reports and checklist from banks; Update checklist and business rules of payment system.</p>

Manage information regarding payment system of IDRBT/NPCI Changes in rules regarding Manage information /rules of payment systems; Find gaps through studies
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13. Sr. UI Designer – 1

Educational Qualification: -

B.Tech/BE/BCA/MCA/M.Tech/ME/Ph.D. in Computer Science / Information Technology (I.T) and related fields or equivalent with consistently good academic record.

Preferred Professional Qualification/ Certification: -

Expertise in Adobe Photoshop / Web-designing / similar designing tools.

Experience: ---

4+ Years' experience in similar areas of DIV, HTML, Photoshop, Dreamweaver, magneto, PSD, html5, word press, woo commerce, my MY-SQL, php, web designer, web design, html5 responsive, UI designer, bootstrap

Responsibility Areas: ---

As a web / UI designer, He / she should have 4+ years of experience in Photoshop, Dreamweaver. The candidate should have expertise in HTML, CSS, Java Script / Query. The candidate must be passionate and enthusiastic for design, with a creative flair. The candidate should be flexible in approach, when working in a team.

The ideal candidate must possess accuracy and attention to detail, when finalizing designs. The candidate should be open to feedback and willing to make changes to his / her designs. Also the candidate should possess excellent communication skills in order to interpret and negotiate briefs with the clients.

14. Database Administrator– 1

Educational Qualification: -

B.Tech/BE/BCA / MCA/M.Tech/ME/Ph.D. in Computer Science / Information Technology (I.T) and related fields or equivalent with consistently good academic record.

Preferred Professional Qualification/ Certification: -

Microsoft MS-SQL Server 2008/ 2012 / 2014 Configuration and Administration / ITIL

Experience: ---

5+ Years of experience in carrying out performance, integrity and security of a database, Must be able to do planning, development and troubleshooting, maintaining data standards including adherence to Data Protection and Act, writing database documentation, controlling access permissions and privileges, developing, managing and testing, back-up and recovery plans; ensuring that storage, archiving, back-up and recovery procedures are functioning correctly; capacity planning etc. Must be capable of managing multiple projects

Responsibility Areas: ---

Should have very good knowledge of Database concepts and Database Developments in MS, MS-SQL server from version 2008 to version 2014. Data in CBIC is growing exponentially and its continuous monitoring and performance tuning is becoming a critical activity. He / she shall be responsible to install,

configure, monitor, manage multiple MS SQL server instances in standalone and cluster environment and perform MS-SQL server patching, replication, log shipping, database migrations. He / she shall co-ordinate and administer MS SQL, including data base definitions, structure documentations, operational guidelines and security. He / She will do high-availability (clustering), BCP / Disaster Recovery database solutions and will be providing operations support for mission critical, high availability systems in addition to monitoring systems for performance, stability and capability using MS system Performance Monitor and other tools. He / she will design and develop physical layers of various MS SQL making use of advance features such a partitioning. He / she will provide technical assistance and mentoring to project team members in all aspects of MS-SQL management and undertake consulting and advising applications development team of MS SQL designing, security, query optimization, and performance and conduct performance tuning by analysing MS SQL and OS performance and implementing tuning and optimizing recommendations. he will also be responsible for review of MS SQL procedures developed by the developers. He will be responsible for all deployment related to MS SQL objects and will keep back-up of all required MS-SQL objects before deployment. He will also be responsible for management of access rights for different users.

Achievement of critical performance matrix including all required service level requirements (SLRs) on a 24x7 basis are a key focus of this position and is required to collaborate with other associates and functional business teams to build, deliver and support effective, creative solutions aligned to specific business initiatives.

(12) Annexure E – Data Security Certificate

DATA SECURITY CERTIFICATE

(To be executed on Rs.100/- Non-Judicial Court Stamp)

I / We hereby certify that O/o Pr. CCA, CBIC shall have absolute right on the digital data and output products processed / produced by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the digital topographical data will not be taken out of the building premises on any media by any means by me/us or any other person deployed by me/us. The original input data supplied to me / us by the O/o Pr. CCA, CBIC or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of ARPIT. I / We shall abide by all security and general instructions issued by O/o Pr. CCA, CBIC or a person authorized by O/o Pr. CCA, CBIC from time to time.

I / We also agree that any data pertaining to O/o Pr. CCA, CBIC will be handed over / removed (as the case may be) from my / our possession in the presence of person(s) authorized by O/o Pr. CCA, CBIC after completion of the task.

Signature of the contracting agency

Name:

Date

Signature & Address of the witnesses

(1)

(2)

(13) Annexure F – Integrity Pact Format

Integrity Pact

All the bidders shall submit the Integrity Pact agreement. Bidder shall upload scanned copies of the Integrity Pact agreement in Commercial bid on e-tendering system, without which the bid shall be rejected.

Format of Integrity Pact:

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas O/o Pr. CCA, CBIC, hereinafter referred to as Purchaser and the first party, proposes to implement and maintain ARPIT hereinafter referred to as Project, and M/s _____, represented by, _____ << Designation>> (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered O/o Pr. CCA, CBIC.
2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Purchaser is O/o Pr. CCA, CBIC performing its duty on behalf of Gol.

Objectives

3. Now, therefore, the Purchaser and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - c. Enabling the Purchaser to implement the desired project a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
 - d. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Purchaser will commit to prevent corruption, in any form, by their officials by following transparent procedures

Commitments of the Buyer

4. The Purchaser commits itself to the following:
 - a. The Purchaser undertakes that no official of the Purchaser, 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, organization 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.

- b. The Purchaser 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.
 - c. All the officials of the Purchaser 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.
- 5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Purchaser 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 Purchaser 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.

Commitments of Bidders

- 6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following:
 - a. 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 Purchaser, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - b. The Bidder further undertakes that he 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 Purchaser 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 forbearing to show favour or dis-favor to any person in relation to the Contract or any other Contract with the Government.
 - c. 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
 - d. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - e. 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
 - f. 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.
 - g. 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

- h. 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
- i. 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
- j. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

- a. 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 tender process.
- b. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Bank Guarantee

In the case of the successful bidder, a clause would also be incorporated in the Article pertaining to Performance Bank Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance 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. Performance Bank Guarantee/Performance Security would be 3% of value of the contract (which is 03 years in this case) in terms of Procurement Policy Division, Department of Expenditure, OM No.F.9/4/2020-PPD dated 12-11-2020.

9. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation

- a. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Purchaser 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. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - iii. The Performance Bank Guarantee / Other Guarantee shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore

- iv. To recover all sums already paid by the Purchaser, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing RBI Bank Rate.
 - v. To encash the advance bank guarantee and Performance-Bank Guarantee 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.
 - vii. To debar the Bidder from entering into any bid from the Government for India for a minimum period of **two years**, which may be further extended at the discretion of the Purchaser.
 - viii. To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the contract.
 - ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Purchaser, or alternatively, if any close relative of an officer of the Purchaser has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filling the tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
 - x. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - xi. 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 Purchaser, and if he does so, the Purchaser shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - xii. 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.
- a. The decision of the Purchaser to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause

- a. The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in last 1 Year(from the date of bid submission) in respect of any other of any other project of similar size for Ministry of Finance, Government of India and if it is found at any stage that the similar system of sub-system was supplied by the Bidder to Ministry of Finance, Government of India at a lower 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 be refunded by the Bidder to the Purchaser, if the contract has already been concluded.

- b. The Bidder shall accord the most favoured customer treatment to the buyer in respect of all matters pertaining to the present case.

12. Examination of Book of Records

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

13. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Purchaser i.e. New Delhi.

14. 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.

15. Validity

The validity of this Integrity Pact shall be from date of its signing and extended up to **3 years** or the complete execution of the contract to the satisfaction of both the Purchaser and the Bidder/Seller, whichever is later.

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

The Parties hereby sign this Integrity Pact at _____ on _____.

PURCHASER

BIDDER

Witness

1.

1.

2.

2.

(14) Annexure G – Certification

1. Project Manager

Name of the Firm:					
Title of the IT Professional: PROJECT MANAGER					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):				
	MCA/MSc in Computer Science	5			
	MBA/PGDM	10			
2	Preferred Professional Qualification/ Certification:	25	Certificate		
	Project Management Professional and Equivalent	25			
3	Experience:	45	Testimonials		
	a. Software development	25			
	7 years and above but less 10 years	20			
	10 years and above	25			
	b. Experience in managing a team of 25 IT professionals	20			
	5 years and above but less than 8 years	10			
	8 years and above but less than 10 years	15			
	10 years and above	20			
4	Institute of Study	10	Degree		
	IIT/NITs/IIITs	10			
	Others	9			
	Total Score	100			

2. Business Analyst

Name of the Firm:					
Title of the IT Professional: BUSINESS ANALYST					
Name of IT Professional: Mr					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points)				
	MBA/PGDM	10			
2	Experience:-	70	Testimonials		
	a. Worked with a team of 25 IT professionals	40			
	More than 5 years but less than 7 years	30			
	7 years and above	40			
	b. Requirement gathering and client interaction	30			
	5 years and above but less than 7 years	25			
	7 years and above	30			
3	Institute of Study	10			
	MBA/PGDM from IIMs	10			
	Others	9			
	Total Score	100			

3. Sr. Software Developer (BizTalk)

Name of the Firm:					
Title of the IT Professional: Sr.SOFTWARE DEVELOPER (BIZTALK)					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No	Score Obtained
1.	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2.	Experience:	70	Testimonials		
	a.) Experience on Biztalk Server	25			
	3 years and above but less than 5 years	15			
	5 years and above but less than 7 years	20			
	7 years and above	25			
	b.) Experience on SQL Server 2012/2014	10			
	2 years and above	10			
	c.) Software Development	25			
	5 years and above but less than 7 years	15			
	7 years and above but less than 10 years	20			
	10 years and above	25			
	d.) Experience in Visual Studio 2015/2019	5			
	2 years and above	5			
	e.) Experience in implementation of .Net v4+ framework	3			
	2 years and above	3			
	f.) Experience in implementation of SFTP using SSH-2, SHA-2 for secured messaging OR ISO standard formats for financial messaging	2			
	2 years and above	2			
	3.	Institute of Study	10	Degree	
IITs/NITs/IIITs		10			
Others		9			

4. System Administrator

Name of the Firm:					
Title of the IT Professional: SYSTEM ADMINISTRATOR					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No	Score Obtained
1.	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2.	Professional Qualification/ Certification:	20	Certificate		
	MCSA MS Server 2016 /Specialised Course completion in system administration	10			
	ITIL certifications/Specialised course completion in Virtualization	10			
3.	Experience:	50	Testimonials		
	a.) Administration/coordination of systems in the domain/areas of BFSI, E-commerce & Govt	5			
	2 years and above	5			
	b. Software Development	10			
	5 years and above	10			
	c. Virtualization (specifically Hyper-V/VM Ware)	15			
	2 years and above	15			
	d. Windows Server Systems Administration skills	10			
	2 years and above but less than 4 years	3			
	4 years and above but less than 6 years	5			
	6 years and above but less than 8 years	10			
	e. Knowledge of Microsoft products including Exchange, SQL Server etc.	5			
	2 years and above	5			
	f. Knowledge of ITIL procedures	5			
	2 years and above	5			
	4.	Institute of Study	10	Degree	
IITs/NITs/IIITs		10			
Others		9			
Total Score		100			

5. Sr. Software Developer (Business Intelligence)

Name of the Firm:					
Title of the IT Professional: SR. SOFTWARE DEVELOPER (BUSINESS INTELLIGENCE)					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2	Experience:-	70	Testimonials		
	a. Software development	5			
	5years and above but less than 6 years	2			
	6 years and above but less than 8 years	3			
	8 years and above	5			
	b. Working Experience in building report and dashboard using SSIS, SSAS, SSRS	20			
	3 years and above but less than 5 years	15			
	5 years and above but less than 7 years	18			
	7 years and above	20			
	c. Working experience in SharePoint Services	5			
	3 years and above but less than 5 years	2			
	5 years and above but less than 7 years	3			
	7 years and above	5			
	d. Experience in BI suite of MS SQL Server 2016/2019 OR in similar product development	20			
	3 years and above but less than 5 years	15			
	5 years and above but less than 7 years	18			
	7 years and above	20			
	e. Experience in developing and implementing Data warehouse and data mart data architecture	10			
	3 years and above but less than 5 years	5			
	5 years and above but less than 7 years	7			
	7 years and above	10			

	f. ETL and development activities by creating sophisticated logical and physical SQL server database design to quickly handle complex queries(response time)	10			
	3 years and above but less than 5 years	5			
	5 years and above but less than 7 years	7			
	7 years and above	10			
3	Institute of Study	10	Degree		
	IITs/NITs/IIITs	10			
	Others	9			

6. SR. SOFTWARE DEVELOPER (TEST LEAD)

Name of the Firm:					
Title of the IT Professional: SR. SOFTWARE DEVELOPER (TEST LEAD)					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2	Professional Qualification/ Certification:	20	Certificate		
	Certification in International Software Testing Qualification Board (ISTQB)	20			
3	Experience:	50	Testimonials		
	a. Software development	10			
	5 years and above but less than 7 years	5			
	7 years and above but less than 10 years	7			
	10 years and above	10			
	b. Software testing in application lifecycle management environment & familiarity with best practices in software development and testing in Microsoft platform	15			
	3 years and above but less than 5 years	5			
	5 years and above but less than 7 years	10			
	7 years and above	15			
	c. Testing tools	25			
	3 years and above but less than 5 years	15			
	5 years and above but less than 7 years	20			
	7 years and above	25			
	4	Institute of Study	10	Degree	
IITs/NITs/IIITs		10			
Others		9			
Total Score		100			

7. Team Lead Development

Name of the Firm:					
Title of the IT Professional: Team Lead Development					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2	Experience:	70	Testimonials		
	a. Software development	10			
	7 years and above but less than 10 years	5			
	10 years and above but less than 15 years	8			
	15 years and above	10			
	b. Handling of team of Software Developers	20			
	2 years and above	20			
	c. Designing the database and Application	10			
	3 years and above but less than 5 years	5			
	5 years and above but less than 7 years	7			
	7 years and above	10			
	d. Implementation of .Net v4.5+ framework	10			
	1 year and above	10			
	e. Web service (SOAP, REST, JSON, XML), JQUERY, Java Sup	10			
	1 year and above	10			
	f. WCF Services with enterprise library	10			
	1 year and above	10			
	3	Institute of Study:	10	Degree	
IITs/NITs/IIITs		10			
Others		9			
	Total Score	100			

8. Test Engineer (Tester)

Name of the Firm:					
Title of the IT Professional:TEST ENGINEER (TESTER)					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
2	M.Tech/M.E. in Computer Science	10			
	Professional Qualification/ Certification:	10	Certificate		
	Certification in International Software Testing Qualification Board (ISTQB)	10			
3	Experience:	60	Testimonials		
	a. Software testing in application lifecycle management environment & familiarity with best practices in software development and testing in Microsoft platform	25			
	3 years and above but less than 5 years	12			
	5 years and above but less than 7 years	15			
	7 years and above	25			
	b. Testing Tools	25			
	More than 3 years but less than 5 years	15			
	5 years and above but less than 7 years	20			
	7 years and above	25			
	c. Suite of Visual Studio	5			
	2 years and above	5			
	d. Manual Testing	5			
	2 years and above	5			
	4	Institute of Study	10		
IITs/NITs/IIITs		10			
Others		9			
Total Score		100			

9. Software Developer

Name of the Firm:					
Title of the IT Professional: SOFTWARE DEVELOPER					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No	Score Obtained
1.	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2.	Experience:	70	Testimonials		
	a.) Experience on SQL Server 2016/2019	10			
	Less than 2 years	5			
	2 years and above	10			
	b.) Software Development	25			
	3 years and above but less than 5 years	15			
	5 years and above but less than 7 years	20			
	7 years and above	25			
	c.) Experience in Visual Studio 2015/2019	5			
	5 years and above	5			
	d.) Experience in implementation of .Net v4+ framework	25			
	Less than 2 years	4			
	2 years and above but less than 5 years	12			
	5 years and above	25			
	e.) Experience in implementation of SFTP using SSH-2, SHA-2 for secured messaging OR ISO standard formats for financial messaging	5			
	Less than 2 years	2			
	2 years and above	3			
4.	Institute of Study	10	Degree		
	IITs/NITs/IIITs	10			
	Others	9			

10. Help Desk team member

Name of the Firm:					
Title of the IT Professional: HELP DESK TEAM MEMBER					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2	Professional Qualification/ Certification:	30	Certificate		
	Certification in IT Support Systems/ Knowledge of ITIL Practices	15			
	Call Centre Operator Certificate/	15			
3	Experience:	40	Testimonials		
	IT Support in an on-site Call Centre using Microsoft Dynamics/ other CRM tools/In House developed tools				
	2 years and above but less than 5 years	30			
	5 years and above but less than 7 years	35			
	7 years and above	40			
4	Institute of Study	10			
	Central/State University	10			
	Others	9			
	Total Score	100			

11. B I Support Team (S/W Developer)

Name of the Firm:					
Title of the IT Professional: BI SUPPORT TEAM (S/W DEVELOPER)					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2	Experience:	70	Testimonials		
	a. Software Development	10			
	3 years and above but less than 5 years	5			
	5 years and above but less than 7 years	7			
	7 years and above	10			
	working experience in building report and dashboard using SSIS, SSAS, SSRS, Sharepoint	30			
	1 year and above	30			
	c. Working experience in BI Suite of MS-SQL Server 2016/2019 or in similar product development environment	30			
	1 year and above	30			
3	Institute of Study	10	Degree		
	IITs/NITs/IIITs	10			
	Others	9			
	Total Score	100			

12. Bank/GSTN/ICEGATE/RBI Interaction Team member

Name of the Firm:					
Title of the IT Professional: BANK/GSTN/ICEGATE/RBI INTERACTION TEAM MEMBER					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2	Experience:	70	Testimonials		
	a. IT Support in an on-site project	40			
	2 years and above but less than 5 years	30			
	5 years and above but less than 7 years	35			
	7 years and above	40			
	b. Working experience in handling of communications with Banks linked to events, Monitoring Performance and resolving issues	30			
	2 years and above	30			
3	Institute of Study	10	Degree		
	Central/State University	10			
	Others	9			
Total Score		100			

13. Sr. UI Designer

Name of the Firm:					
Title of the IT Professional: Sr. UI Designer					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No.	Score Obtained
1	Educational Qualification:	20	Degree		
	M. tech / PhD in IT or Computer Science or relevant field	5	M. tech / PhD in IT or Computer Science or relevant field		
	BSC / BCA in IT / Computer Science or Relevant Field	5	BSC / BCA in IT / Computer Science or Relevant Field		
	Graduation in any field and having relevant certifications like Adobe, Photoshop, Web-designing OR equivalent	10	Degree & certification		
2	Experience:	70	Testimonials		
	a. Work experience in DIV, HTML / Photoshop, Dreamweaver / magneto / PSD / html5 / word press, woo commerce / php / web design, html5 responsive, UI designing, bootstrap and relevant areas	40			
	4 years and above	40			
	b. Experience in designing UI / Websites for Government Projects of Similar Nature	30			
	Less than 1 year	25			
	1 year and above	30			
3	Institute of Study	10	Degree		
	IITs/NITs/IIITs	10			
	Others	9			
Total Score		100			

14. Database Administrator

Name of the Firm:					
Title of the IT Professional: Database ADMINISTRATOR					
Name of IT Professional:					
Sl. No.	Parameters	Score	Documents required	Page No	Score Obtained
1.	Educational Qualification:	20	Degree		
	First Degree (Max 10 points):				
	BCA/Bachelor Degree with Diploma in Computer Science OR Information Technology	5			
	BE/B. Tech	10			
	Higher Degree (Max 10 points):	10			
	MCA/MSc in Computer Science	5			
	M.Tech/M.E. in Computer Science	10			
2.	Professional Qualification/ Certification:	20	Certificate		
	MCSA MS Server 2016	10			
	Specialised course completion in MS SQL server database	10			
3.	Experience:	50	Testimonials		
	a.) Administration/coordination of systems in the domain/areas of BFSI, E-commerce & Govt	5			
	Less than 2 years	3			
	2 years and above	5			
	b. Software Development related to database	10			
	Less than 3 years	8			
	3 years and above but less than 5 years	10			
	c. Database Architecture design	15			
	Less than 2 years	10			
	2 years and above	15			
	d. Data base Server Systems Administration skills& Database replication/	10			

	2 years and above but less than 4 years	3			
	4 years and above but less than 6 years	5			
	6 years and above but less than 8 years	10			
	e. Knowledge of Microsoft products including Exchange, SQL Server etc	5			
	Less than 2 years	2			
	2 years and above	5			
	f. Knowledge of ITIL procedures & recovery phase and Incident management	5			
	Less than 2 years	2			
	2 years and above	5			
4.	Institute of Study	10	Degree		
	IITs/NITs/IIITs	10			
	Others	9			
	Total Score	100			

Note: Evaluation criteria for the IT Professionals will be based on General Qualifications and relevant experience in the desired field to assess adequacy for the assignment as specified in Form Tech-4. The score of the individual IT professional will be first calculated having maximum score of 100. After that the score of all the IT professionals will be added with a maximum score of **2400 (24 X 100)** and will be reduced on the point scale of 50.

(15) Technical Bid Proforma

For providing IT Professionals to Office of Pr. Chief Controller of Accounts.

1. Name of Tendering Company/Firm
(Attach certificate of registration)
2. Name of Proprietor /Director of Company/Firm
3. Full address of Registered Office

Telephone Number: _____
FAX No. _____
E-Mail Address _____
4. Full address of Branch offices if any: -

Telephone Number: _____
FAX No. _____
E-Mail Address _____
5. Banker's name of Company/Firm: - __

Full Address of Bank/ Branch: - _____
Telephone Number of Banker _____
6. PAN/GIR No. _____
(Attach Self attested copy)
7. Goods and Service Tax Registration No. _____ (Attach Self attested copy)
8. E.P.F. registration Number _____
(Attach Self attested copy)
9. Financial Turnover Certificate duly certified by Chartered Accountant of the tendering Company/Firm for the last 3 financial years. (Attach separate sheet, if space provided is

insufficient) please attach a copy of Balance Sheet and Profit & Loss Account of last 3 financial years duly certified by a Chartered Accountant.

Annual Turnover

Financial Year	Amount (Rs. Crores)	Remarks if any
2018-19		
2019-20		
2020-21		
Average turnover for last 3 financial years		

10. Give details of the major similar contracts (projects of similar size and nature in Government domain only (Central Government / State Governments / Urban Local Bodies / PSUs) handled by the tendering Company/Firm during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (Rs.)	Duration of Contract	
				From	To
1.					
2.					
3.					

(If the space provided is insufficient, a separate sheet may be attached)
(Please also attach self-attested copies of work orders, completion certificates etc.)

11. Profiles of proposed resources and presentation copy to be attached per guidelines

12. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Name:

Seal:

Date:

Place:

(16) Declaration

Declaration

I, _____ Son/Daughter/Wife of Shri..... signatory of the agency/firm viz. are competent to sign this declaration and execute this tender document:

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:

The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would result in rejection of my tender at any stage besides of becoming liable prosecution under appropriate law and also forfeiture of PSD as the case may be:

Full Signature of authorized person

Name:

Seal:

Date:

Place:

(17) Form Tech 1 to Form Tech 6

FORM TECH-1

LETTER OF BID SUBMISSION

[Location, Date]

To

Sr. Accounts Officer (Establishment)
Office of Pr. Chief Controller of Accounts
Central Board of Indirect Taxes & Customs
Ministry of Finance, Department of Revenue,
D.G.A.C.R Building, I.P Estate,
New Delhi –110002.

Dear Sir/Madam,

We, the undersigned, offer to provide the services of IT Professional(s) for ARPIT, a web enabled application/portal developed by the O/o Pr. CCA, CBIC, Ministry of Finance, Department of Revenue, Govt. of India in accordance with your Notice Inviting Tender **No. _____** **dated** _____ and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal and requisite Bid Security Declaration.

We hereby declare that all the information and statement made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

With Regards

Yours Sincerely,

Authorized Signature
Name and Title of Signatory:
Name of Firm:
Address:

FORM TECH-2

FIRM'S ORGANIZATION & EXPERIENCE

A-Firm's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. shall be provided]

B- Firm's experience

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out the Assignment/job similar to the ones **(projects of similar size and nature in Government domain only (Central Government / State Governments / Urban Local Bodies / PSUs)** requested under this Assignment/job and Tender.

1. Firm's name:

1	Assignment/job name (of the similar nature as required in this Tender Document)	Page No. of Supporting documents
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees)	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months)	
1.6	Name of Employer/Client	
1.7	Address	
1.8	Total No of staff-months of the Assignment/job	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)	
1.10	Start date (month/year)	
1.11	Completion date (month/year)	
1.12	Name of associated IT Agency, if any	
1.13	No. of professional staff provided by associated IT Agency and for No. of Months	
1.14	Name of senior professional staff of your firm involved and functions performed	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job	

Note:

(i) Handling of projects in Government domain (Central Government / State Governments / Urban Local Bodies / PSUs) may only be mentioned.

(ii) No information related to handling of assignments, other than Government Projects, and also falling beyond the prescribed period of three years or any other irrelevant information, need to be mentioned.

(iii) Please provide following documentary evidence from the client for each of above mentioned assignment:

Copy of work order / client certificates

OR

Completion certificates from the client;

OR

Work order + Self certificate of completion (Certified by the statutory auditor)

The experience may not be considered for evaluation if such requisite supports document(s) are not provided with the proposal. Make sure that the copies of relevant documentary evidence provided are legible.

(iv) Kindly mention the page numbers where the supporting documents are placed in bid document.

(v) Give a brief Note on as to how the value of the project as declared by the firm has been arrived at with reference to the corresponding relevant document(s) attached in support of claim made.

FORM TECH - 3

COMMENTS & SUGGESTION ON OBJECTIVE, SCOPE OF WORK, ELIGIBILITY CRITERIA AND DELIVERABLES

A- Approach, Methodology and Work Plan

[It is suggested to present the Proposal divided into the following three chapters:

- a Technical Approach and Methodology
 - b Work Plan, and
 - c Organization and Staffing
- a) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan**. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- c) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

B-Comments and Suggestions on the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the work/assignment (such as deleting some qualification or activity you consider unnecessary, or adding another, or proposing a different & more relevant qualification or phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

C-Comments and Suggestions on Inputs and Facilities to be provided by the employer

Comment here on Inputs and facilities to be provided by the Employer.

FORM TECH-4

CURRICULUM VITAE (CV) OF THE SPONSORED/PROPOSED

IT PROFESSIONAL

(For each position separate form TECH-4 will be prepared)

1. Title of the IT Professional:
(as per Tender Document)

2. Name of Firm:

3. Name of IT Professional:
[Insert full name]

4. Date of Birth:

5. Nationality:

6. Professional Qualification/Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Preferred Professional Qualification (as per Tender Document)

8. Other Training and Certifications:

9. Total Work Experience:

10. Languages [indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

Speaking

Reading

Writing

- a) English
- b) Hindi

11. Employment Record:

[Starting with present position, list in reverse order every employment held by the sponsored IT Professional since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [year]:

To [Year]:

Employer:

Position held:

12. Detailed Tasks Assigned

[List only the relevant tasks to be performed under this assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Task(s) to be performed under this assignment

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of Applicant or
Authorized representative of the staff]

Date:

Place:

[Full name of authorized representative with stamp]:

FORM TECH-5

COMMENTS/MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the Firm/Agency/IT Agency shall mention any suggestion/views on the draft contract attached with the Tender document. The firm may also mention here any modifications sought by him in the provisions of the draft contract. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm of conflicting nature? If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate/group firm or any of the members of the associate/group are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated by the Employer/ Authority which shall be binding on us.

Authorized Signature [In full and initials]

Name and Title of Signatory

Name of Firm

Address

(18) Appendix A – Total Cost of Services / Financial Bid Proforma

(In Rupees)

Sl. No.	Contract Designation	Functional Designation	No. of Manpower	Rate Per Month	Total Amount for one year	Total Amount for three years
1	Project Manager		1			
2	Business Analyst		2			
3	Senior Software Developer (Biztalk)		2			
4	System Administrator		1			
5	Sr. Software Developer (Business Intelligence)		2			
6	Sr. Software Developer (Test Lead)		1			
7	Team Lead Development		1			
8	Test Engineer (Tester)		2			
9	Software Developer (.Net / ASP)		7			
10	Helpdesk Team Member		1			
11	BI Support Team (S/W Developer)		1			
12	Bank/GSTN/ICEGATE/RBI Interaction Team member		1			
13	Sr. UI Designer		1			
14	Database Administrator		1			
Total			24			

Total amount for three years- (Rupees (in words):

_____ only)

Project cost for three years (all inclusive)

Project cost for three years	Applicable Duties & Taxes	Total Cost

* **Applicable Taxes may be mentioned separately.**# **Taxes quoted will not be counted for the purpose of evaluation.****Other Provisions**

1. The unit rates and total cost of services shall remain firm during 36 months of contract duration except for adjustments that may be made in accordance with terms and conditions of the contract for changes in applicable taxes and duties.
2. Payments for consolidated monthly charges shall be made to the Firm/Agency on a monthly basis on submission of a bill/invoice for the services provided along with supporting documents such as certified attendance and satisfactory performance of personnel.

Appendix B – Duties of the Firm/Agencies/IT Agency

1. The IT Professionals are required to perform the work in the premises of the office of the Pr. Chief Controller of Accounts, CBIC or any other office/location as may be assigned/approved by the Employer.
2. The IT Professionals provided by the Company shall report to Dy. Controller of Accounts.
3. The IT Professionals shall be required to submit reports periodically/fortnightly about the progress of work done by them as may be prescribed by Dy. Controller of Accounts from time to time.

(19) Appendix C – Format of Bank Guarantee/Performance Security

To

The Chief Controller of Accounts
O/o the Pr. Chief Controller of Accounts,
Central Board of Indirect Taxes & Customs,
Department of Revenue, Ministry of Finance,
D.G.A.C.R Building,
I.P Estate, New Delhi-110002

In consideration of the Chief Controller of Accounts, O/o Pr.CCA, CBIC, D/o Revenue, M/o Finance (hereinafter referred as the “Authority”,] which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____, having its office at _____ (hereinafter referred as the “IT Agency/firm/supplier of services of [title of the IT Agency which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. _____ dated _____ valued at Rs. _____ (Rupees _____), (hereinafter referred to as the “Agreement”) a Services of [title of the IT Agency] for the web enabled applications/portals being developed by the O/o Pr. Chief Controller of Accounts, CBIC, M/o Finance (Department of Revenue), Government of India for the implementation of IT projects, Gol and the IT Agency having agreed to furnish a Bank Guarantee amounting to Rs.-----/- (Rupees-----only) to the Authority for performance of the said Agreement.

We, _____ (hereinafter referred to as the “Bank”) at the request of the IT Agency/firm/Supplier of the services do hereby undertake to pay to the Authority an amount not exceeding Rs._____/-(Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said IT Agency of any of the terms or conditions contained in the said Agreement.

2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said IT Agency of any of the terms or conditions contained in the said Agreement or by reason of the IT Agency failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____/-(Rupees _____ only).

3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the IT Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the IT Agency shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect for 2 months from the date of issue of Letter of Award (LOA). Unless a demand or claim under this Guarantee is made on us in writing on or before a period of six months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ (indicate the name of Bank) further agree

with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said IT Agency/firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said IT Agency/firm and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said IT Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said IT Agency/firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the IT Agency/firm.

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Dated the _____ day of _____ 2022

For _____

(Name of Bank)

(Signature, Name and Designation of the Authorised Signatory of the Bank)

Seal of the Bank:

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

(iii) Performance Bank Guarantee/Performance Security would be 3% of value of the contract (which is 03 years in this case) in terms of Procurement Policy Division, Department of Expenditure, OM No.F.9/4/2020-PPD dated 12-11-2020.

(20) Appendix D- Bid Security Declaration Form

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(On Bidders Letter head)**

To

The Chief Controller of Accounts
O/o the Pr. Chief Controller of Accounts,
Central Board of Indirect Taxes & Customs
Department of Revenue, Ministry of Finance,
D.G.A.C.R Building,
I.P Estate, New Delhi-110002

Sir,

Ref: Tender No.

I/We, the authorized signatory of M/s _____, participating in the subject tender No. _____ for the _____ of _____, do hereby declare:

That in the event we withdraw/modify our bid during the period of validity OR I/We fail to execute formal contract agreement within the given timeline OR I/We fail to submit a Performance Security within the given timeline OR I/We commit any breach of Tender Conditions/Contract which attracts penal action and I/We will be suspended from being eligible for bidding/award of all future contract(S) of O/o Pr. CCA, CBIC for the period of **two years** from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory

Company Name