

A blurred office scene featuring a computer monitor, a desk lamp, and a pen holder. The background shows a window with a grid pattern. The text is overlaid on a dark blue rectangular area.

**Appointment of Webmaster for Design, Development,
Content Management and Maintenance of Website for
Income Tax Department**

TENDER NO. egov/3/2010 DATED 17/11/2010

DIRECTORATE OF INCOME-TAX (SYSTEMS)

**TENDER NO. egov/3/2010 DATED 17/11/2010
DIRECTORATE OF INCOME-TAX (SYSTEMS)
INCOME-TAX DEPARTMENT
GOVERNMENT OF INDIA
NEW DELHI**

TENDER DOCUMENT

**Appointment of Webmaster for Design, Development, Content Management and Maintenance of
Website for Income Tax Department**

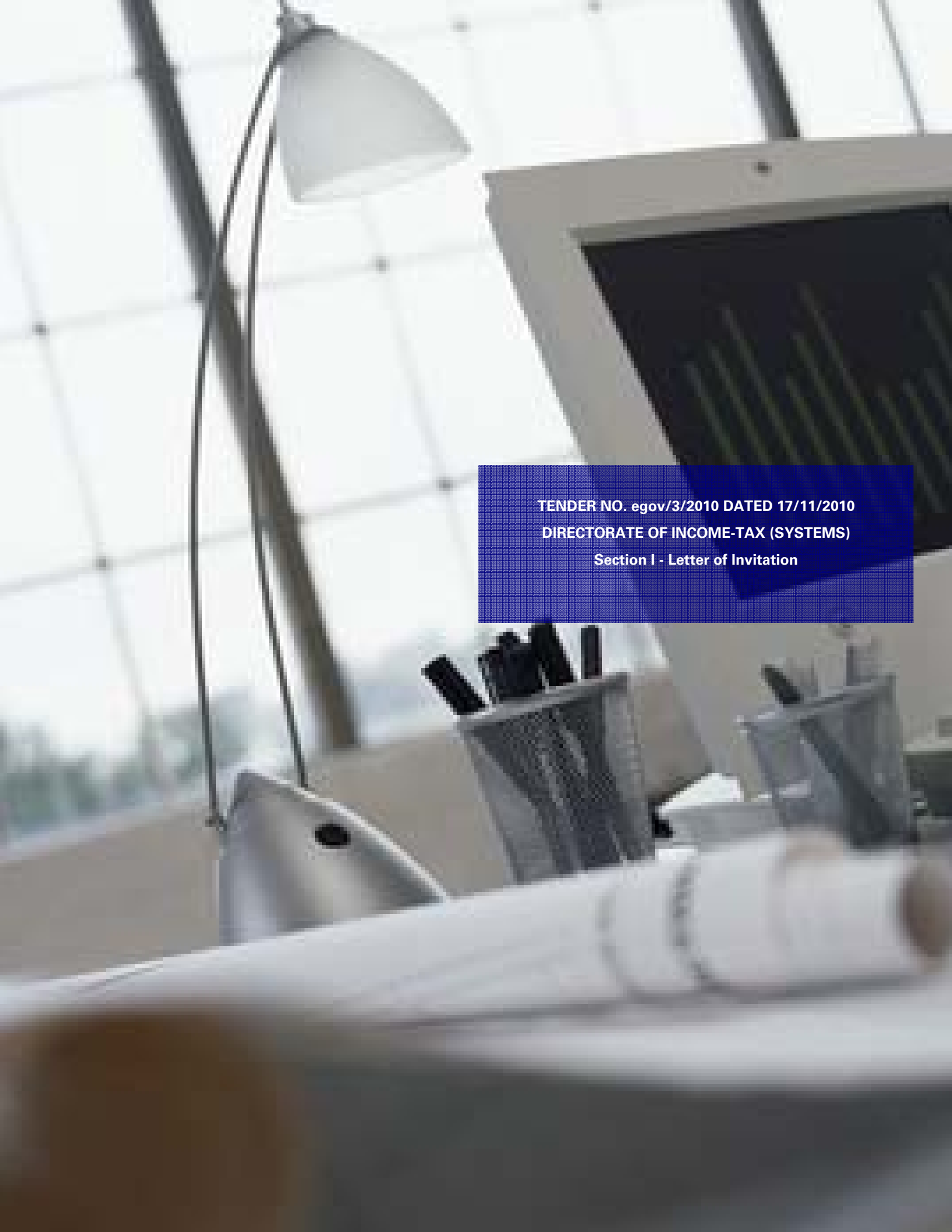
17, November 2010

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A photograph of an office desk. In the foreground, a computer monitor is partially visible on the right. To its left is a desk lamp with a white shade and a black cord. In the center, a pen holder contains several pens. The background shows a window with a grid pattern, letting in bright light. A blue rectangular box with white text is overlaid on the right side of the image.

TENDER NO. egov/3/2010 DATED 17/11/2010
DIRECTORATE OF INCOME-TAX (SYSTEMS)
Section I - Letter of Invitation

Section I - Letter of Invitation

Telephone No: 011-23519297, 011-23524236

Fax : 011-23555705

DIRECTORATE OF INCOME TAX (SYSTEMS)
ARA Centre, Ground Floor, E-2, Jhandewalan Extension,
New Delhi-110055

To,

M/s _____

Address _____

Dear Mr. /Ms,

Sub: Tender No. egov/3/2010 dated 17/11/2010 - Design, development, content management and maintenance of website for Income Tax Department

- 1 The Directorate of Income Tax (Systems) (hereinafter called "Employer") intends to select a Webmaster, through open tender process, for **Design, Development, Content Management and Maintenance of Website for Income Tax Department.**
- 2 Accordingly, through this Letter of Invitation, Technical and Commercial bids, in a sealed cover, are invited from you for **Appointment as a Webmaster** with a view to provide design, development, content management and maintenance of website for Income Tax Department, through an open tender process.
- 3 Details of the tender procedures and General Conditions of the Contract etc. are prescribed in the RFP document enclosed herewith.
- 4 The RFP includes the following documents:
 - Section I** - Letter of Invitation
 - Section II** - Instructions to the Bidders
 - Section III** - Technical Proposal
 - Section IV** - Financial Proposal
 - Section V** - Terms of Reference
 - Section VI** - Standard form of Contract
- 5 Please inform us in writing
 - a. That you have received the **Letter of Invitation** and **RFP document**; and

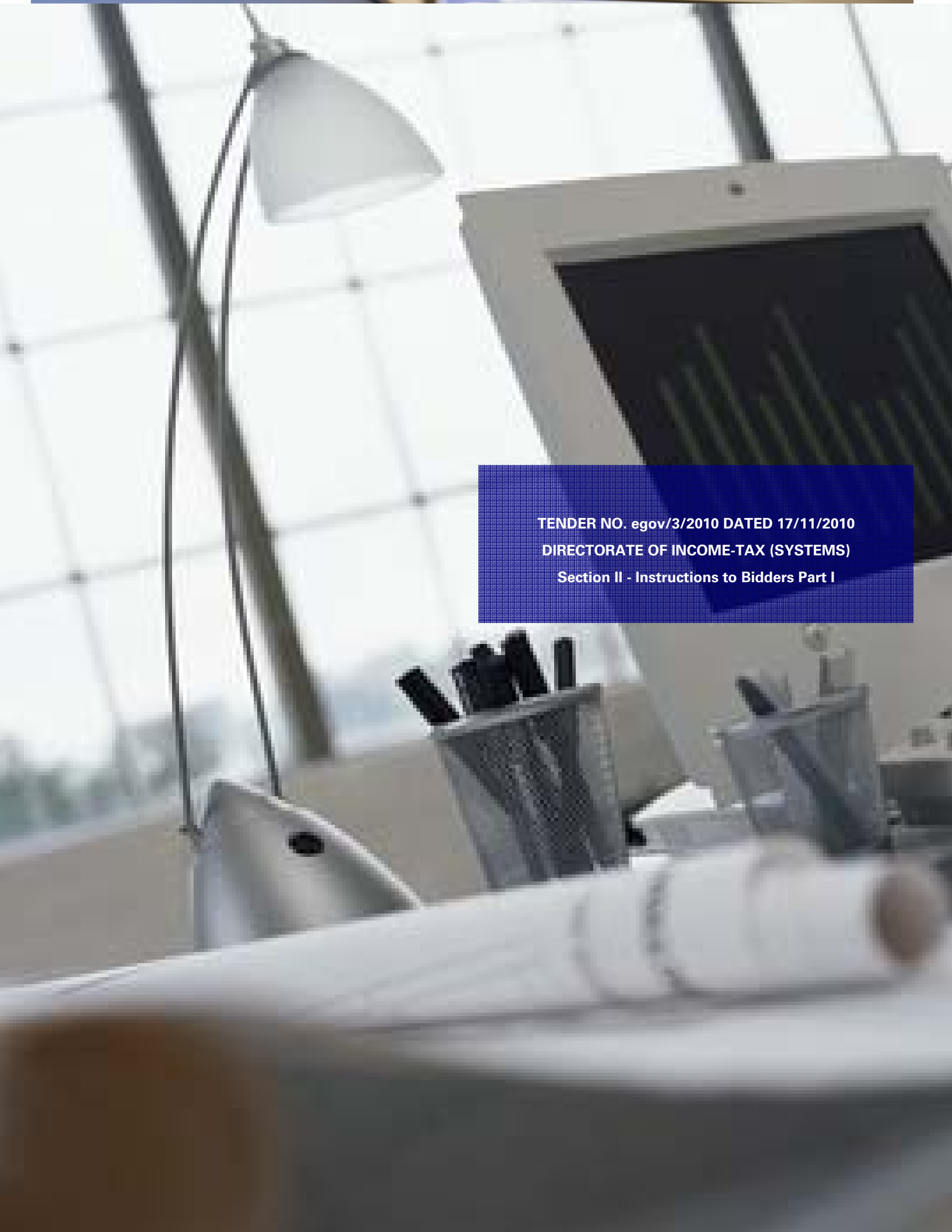
- b. Whether you will submit the bid by the date and time indicated in **Part II of Section II - Instruction to Bidders** at the following address

**Additional Director of Income Tax (Systems)- HQ Tech,
Directorate of Income Tax (Systems),
A.R.A. Centre, Ground Floor,
E-2, Jhandewalan Extension,
New Delhi – 110055**

Encl: RFP Document

Yours sincerely,

**K.M Dixit
Additional Director**

A photograph of an office desk. In the foreground, a white desk lamp with a silver base is on the left. To its right is a computer monitor with a dark screen. In the center, a grey mesh pen holder contains several black pens. To the right of the pen holder is another smaller pen holder. The background shows a window with a grid pattern, letting in bright light. A blue rectangular box with a grid pattern is overlaid on the right side of the image, containing white text.

TENDER NO. egov/3/2010 DATED 17/11/2010
DIRECTORATE OF INCOME-TAX (SYSTEMS)
Section II - Instructions to Bidders Part I

Section II - Instructions to Bidders Part I

1 Definitions

- a) **"Employer"** means the President of India acting through the Director of Income Tax (Systems)-IV
- b) **"Bidder"** means any entity or person or association of persons who have submitted their Proposals that may provide or provides the Services to the Employer under the Contract
- c) **"Consortium"** means association of Bidders
- d) **"Service Provider"** means any person or entity or association of persons with whom the order for providing Webmaster Services is placed and shall be deemed to include the Service Provider's successors, representatives (approved by the Employer), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract
- e) **"Contract"** means the Agreement signed by the Parties and all the attached documents listed in Clause 1 of "Section VI – Standard Form of Contract"
- f) **"Day"** means calendar day
- g) **"Government"** means the Government of India
- h) **"Instructions to Bidders"** (Section II of the RFP) means the document which provides the Bidders, with all information needed to prepare their Proposals
- i) **"Personnel"** means professionals and support staff provided by the Service Provider 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; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India
- j) **"Preferred Bidder"** means Bidder scoring highest marks as per the Method of Selection set out in Clause 17 of Part II of Section II – Instructions to Bidders
- k) **"Proposal"** means the Technical Proposal and the Financial Proposal
- l) **"RFP"** means the Request for Proposal prepared by the Employer for the Appointment of Webmaster
- m) **"Assignment / Job"** means the work to be performed by the Service Provider pursuant to the Contract
- n) **"Sub-Contractor"** means any person or entity with which the Service Provider subcontracts any part of the Assignment/Job
- o) **"Terms of Reference"** means the document included in the RFP as Section V which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Service Provider, and expected results and deliverables of the Assignment/Job

2 Introduction

- 2.1 The Employer named in Clause 1 of Part II of Section II – Instructions to Bidders, will select a preferred Bidder from those to whom the Contract has been addressed, in accordance with the method of selection specified in the Clause 17 of Part II of Section II – Instructions to Bidders.
- 2.2 The name of the Assignment/Job has been mentioned in Clause 2 of Part II of Section II - Instructions to Bidders. Detailed Scope of Work has been described in the Terms of Reference in Section V of the RFP document.
- 2.3 The date, time and address for submission of the Proposals have been given in Clause 4 of Part II of Section II - Instructions to Bidders.

- 2.4 The Proposals submitted by the Bidders will be the basis for contract negotiations and ultimately for a signing Contract with the Preferred Bidder.
- 2.5 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/Job and Local conditions, Bidders are encouraged to meet the Employer's representative named in Clause 5 of Part II of Section II - Instructions to Bidders before submitting the Proposal and to attend a pre-bid meeting on the scheduled date and time specified in the Clause 3 of Part II of Section II - Instructions to Bidders. Bidders should contact the Employer's representatives to arrange for their visit or to obtain additional information on the pre-bid meeting. Bidders should ensure that the Employer's representative is informed of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide, at no cost to the Bidders, the inputs and facilities specified in the Clause 6 of Part II of Section II - Instructions to Bidders. The employer will also not assist the Bidders in obtaining licenses and permits needed to carry out the Assignment/Job, and make available relevant project data and reports.
- 2.7 Bidders shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 2.8 In case of any conflict between written communication and electronic communication, the written communication shall prevail.

3 Eligibility of Association of Bidders

- 3.1 Bidders can form Consortium for bidding for this project. However, the number of Bidders in the Consortium are limited to two (2). In case of a consortium one of the Consortium Partner may be a Webmaster and the other may be a Content Provider as specified in Clause 15 of Part II of Section II – Instructions to Bidders
- 3.2 In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ agreement (duly registered) among all the members signed by the Chief Executives/ Authorized Signatories of the companies / firms dated prior to the submission of the bid. The MoU / Consortium agreement shall clearly state the composition of the Consortium who shall be the prime Bidder, the complete description of the partner and roles and responsibilities of the partners. The Bidders will duly appoint an authorized signatory for signing the bid documents and for receiving and replying to any communication with the Employer, hereafter. The MoU/agreement shall be exclusively for this project and both the members shall be responsible in case of failure by any partner. **The MoU will have to be submitted as part of the Pre-Qualification Proposal.**
- 3.3 The Bidder (Each member of the Consortium) shall have company registration / partnership registration certificate, valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by Income Tax Department. (Copy of each registration should be provided in the Pre-Qualification Proposal).
- 3.4 Attested copy of the company's annual report has to be attached along with the bid. Bidder should submit an undertaking that Bidder (or any member of the consortium) is as a company/consortium and are not Black Listed by any Govt. dept. /agency in India.
- 3.5 Members of the Consortium shall be jointly and severally liable to the Government for the execution of the project in accordance with the Terms of Reference set out in Section V of this document.
- 3.6 It is not allowed to Sub-contract part or complete piece of work under any circumstances.

4 Clarification and Amendment of RFP Documents

- 4.1 Bidders may request a clarification on any clause of the RFP documents up to the date indicated in the Clause 9 of Part II of Section II - Instructions to Bidders before the Proposal submission date. Any request for clarification should be sent in writing, or by email/ Fax followed by original signed copy, to the Employer's address indicated in Clause 5 of Part II of Section II - Instructions to Bidders. The Employer will respond in writing or by email / Fax and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so by following the procedure under para 4.2 below.
- 4.2 At any time before the submission of Bids, the Employer may amend the RFP by issuing an addendum in writing or by email/ Fax. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Bids, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids.

5 Conflict of Interest

- 5.1 Employer requires that the Bidder provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoid conflicts with other Assignments/Jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, the Bidder, and any of its affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:
- 5.2.1 **Conflicting Activities:** A firm that has been engaged by the Employer to provide goods, works or assignment/job other than webmaster assignment/job for a project, and any of its affiliates, shall be disqualified from providing webmaster assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide webmaster assignment/job, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than webmaster assignment/job resulting from or directly related to the firm's assignment/job. Refer to **Clause 7 in Section II – Instructions to Bidders**
- 5.2.2 **Conflicting Assignment/Job:** A Bidder/Service Provider (including its Personnel, personnel of each member of the consortium of Service Providers) or any of its affiliates shall not be hired for any Assignment/Job that, by its nature, may be in conflict with another Assignment/Job of the Bidder to be executed for the same or for another Employer.
- 5.2.3 **Conflicting Relationships:** A Bidder/Service Provider (including its Personnel, personnel of each member of the consortium of Service Providers) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/Job, (ii) the selection process for such Assignment/Job, or (iii) 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 the Employer throughout the selection process and the execution of the Contract.
- 5.3 The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the prescribed form TECH-10 of Section III in the Technical Proposal provided herewith. If the Bidder fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.
- 5.4 No agency or current employees of the Employer shall work as Service Provider under their own Ministries, Departments or Agencies.

6 Unfair Advantage

- 6.1 If a Bidder could derive a competitive advantage from having provided consulting Assignment/Job related to the Assignment/Job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

7 Proposal

- 7.1 If a Bidder (Primer Bidder in case of consortium) submits in more than one Proposal, such bid/s shall be disqualified.

8 Proposal Validity

- 8.1 **Clause 8 of Part II of Section II - Instructions to Bidders** indicates how long the bids must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bids and also the Financial Proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Bidders to extend the validity period of their bids. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Bids and their Financial Proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Bids; under such circumstance the Employer shall not consider such Proposal for further evaluation.

9 Preparation of Proposals

- 9.1 The Proposals as well as all related correspondence exchanged by the Bidders and the Employer shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposals, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:
- 9.3.1 The estimated number of professional staff months for the Assignment/Job is as shown in the Clause 18.1 of Part II of Section II. However, the Proposal shall be based on the number of professional staff months or budget estimated by the Bidder. While making the Proposal, the Bidder should ensure that he proposes the minimum number and type of experts as sought by the Employer.
- 9.4 Depending on the nature of the Assignment/Job, Bidders are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Clause 10 of Part II of Section II - Instructions to Bidders indicates the Formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from 9.4.1 to 9.4.8 using the attached Forms (Section III). Form Tech – I in Section-III is a sample letter of technical Proposal which is to be submitted along with the technical Proposal.

- 9.4.1 A brief description of the Bidder's organization will be provided in Form Tech-2. In the same Form, the Bidder will provide details of experience of assignments which are similar to the proposed Assignment/Job as per the Terms of Reference. For each Assignment/Job, the outline should indicate the names of Professional staff who participated, duration of the Assignment/Job, contract amount, and Service Provider's involvement. Information should be provided only for those Assignments/Jobs for which the Bidder was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments/Jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the Proposal and must submit letter of award / copy of contract for all the assignments mentioned in the Proposal.
- 9.4.2 Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality / effectiveness of the Assignment / job as per the format provided in Form TECH – 3 of Section III.
- 9.4.3 A description of the approach, methodology and work plan for performing the Assignment/Job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Bids is provided under Form TECH-4 of Section III.
- 9.4.4 The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section III.
- 9.4.5 CVs of the Professional staff as mentioned in Para 9.3.2 above signed by the staff themselves or by the authorized representative of the Professional Staff is to be provided in Form TECH-6 of Section III.
- 9.4.6 Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section III. The staff-months input should be indicated separately for each location where the Bidders have to work and / or provide their key staff.
- 9.4.7 The work plan to be provided in Form TECH-3 should be consistent with the Work Schedule (Form TECH-8 of Section III) which will show in the form of a bar chart the timing proposed for each activity.
- 9.4.8 Comment / modifications suggested on the Draft Contract (Section VI) should be provided in the format provided in Form TECH-9 of Section III.
- 9.5 The Technical Proposal shall not include any financial information. Prices in any form or by any reason in Technical Proposal or before opening the Financial Proposal should not be revealed, failing which the offer shall be liable to be rejected.
- 9.6 Financial Bids: The Financial Proposal shall be prepared using the Forms prescribed in Section IV. The financial Proposal shall not include any conditions attached to it and any such conditional Financial Proposal shall be rejected summarily.

10 Taxes

- 10.1 The Bidder shall fully familiarize themselves about the applicable Taxes (such as: value added tax, sales tax, service tax, Income Tax, duties, fees, statutory levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the Bidder in the Financial Proposal.

11 Currency

- 11.1 Bidders must express the price of their Assignment/Job in Indian Rupee (INR) only (Refer Clause 11 in Section II – Instructions to Bidders).

12 Earnest Money Deposit (EMD) and Bid processing Fees

- 12.1 **Earnest Money Deposit**

- 12.1.1 An EMD of **Rs. 1,00,000/-** (Rupees One Lakh Only), in the form of a bank guarantee / bank draft / banker's cheque, valid for 45 days beyond the validity of the Bids, issued by a Nationalized/ Scheduled Bank, in the proforma provided at Annex 1 in Section II of the RFP, should be submitted along with the Bids.
- 12.1.2 **Proposals not accompanied by EMD are liable to be rejected as non-responsive.**
- 12.1.3 No interest shall be payable by the Employer for the amount of EMD
- 12.1.4 The EMD of the unsuccessful Bidders would be returned back within one month of signing of the contract.
- 12.2 The EMD shall be forfeited by the Employer in the following events:
- 12.2.1 If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- 12.2.2 If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- 12.2.3 If the Bidder tries to influence the evaluation process.
- 12.2.4 If the First ranked Bidder withdraws his Proposal during negotiations, if any (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Bidder).

13 Bid Processing Fees

- 13.1 All Bidders are required to pay an amount of **Rs. 10,000/- (Rupees Ten Thousand Only)** towards Bid Processing Fees in the form of a Bank Draft drawn in favor of **"The Accounts Officer, Zonal Accounts Office, Central Board of Direct Taxes, New Delhi"** and payable at **"New Delhi"**. The Bid Processing Fee is Non-Refundable. **Please note that the Proposal, which does not include the bid processing fees, is liable to be rejected as non-responsive.**

14 Submission, Receipt, and Opening of Bid

- 14.1 The original Proposal, Prequalification, Technical and Financial Proposals, should contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Additionally all the pages of the proposals should be sequentially numbered and spiral / hard bound. The proposal containing loose sheets will not be considered for evaluation. Submission letters for both Technical and Financial Bids should respectively be in the format of TECH-1 of Section III, and FIN-1 of Section IV.
- 14.2 An authorized representative of the Bidders shall initial all pages of the original Prequalification, Technical and Financial Bids. The authorization shall be in the form of a written power of attorney accompanying the or in any other form demonstrating that the representative has been duly authorized to sign. The signed Prequalification, Technical and Financial Bids shall be marked **"ORIGINAL"**. In case of Consortium, the members of the Consortium shall provide written power of attorney to the authorized representative of the Prime Bidder.
- 14.3 The original and all copies of the Prequalification Proposal shall be placed in a sealed envelop and marked **"PREQUALIFICATION PROPOSAL"**, Technical Proposal shall be placed in a sealed envelope clearly marked **"TECHNICAL PROPOSAL"**. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** followed by the name of the Assignment/Job. **The envelopes containing the Prequalification Proposal, Technical Proposal, Financial Proposal, EMD, Bid Processing Fees and Power of Attorney shall be placed into an outer envelope and sealed.** This outer envelope shall bear the submission address, reference number be clearly marked **"DO NOT OPEN, BEFORE 14/12/2010"**. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute sufficient grounds for declaring the Proposal as non-responsive.

- 14.4 The Bids must be sent to the address/addresses indicated in the Clause 4 of Part II of Section II - Instructions to Bidders and received by the Employer no later than the time and the date indicated in Clause 4 of Part II of Section II - Instructions to Bidders, or any extension to this date in accordance with para 4.2 above. Any Proposal received by the Employer after the deadline for submission shall be returned unopened.

15 Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- 15.2 Vendor Evaluation Committee (VEC) will carry out the entire evaluation process.
- 15.3 Evaluation of Prequalification Proposal: The Bidders shall submit the Prequalification Criteria set out in the **Minimum Eligibility Criteria of Section 15 (Part II – Instructions to Bidders)** which will be evaluated first by the VEC.
- 15.4 Evaluation of Technical Proposal: VEC 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 recommendation.
- 15.5 Evaluation of the Technical Proposal of only those Bidders who meet all the Prequalification Criteria set out in **Minimum Eligibility Criteria of Section 15 (Part II – Instructions to Bidders)** will be undertaken and at this stage the Financial Proposal will remain unopened. The evaluation criteria for the Technical Proposal shall be as defined in **Clause 16 of Part II of Section II - Instructions to Bidders**. The VEC shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference and the evaluation criteria. In the first stage of evaluation, a Proposal shall be rejected if it is found to be non-responsive. Only responsive bids shall be short-listed as technically qualified and taken up for further evaluation.
- 15.6 Public opening & evaluation of the Financial Bids: Financial Bids of only those Bidders who are technically qualified shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The date & time of opening of the Financial Bids shall be communicated to the technically qualified Bidders by the Employer. The names of the technically qualified Bidders and their Financial Proposal shall be read aloud.
- 15.7 The VEC 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. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Bid cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 15.8 After opening of financial bids, appropriate selection method shall be applied to determine the Bidder who will be declared winner and be eligible for award of the contract. The method of selection is described in Clause 17 of Part II of Section II - Instructions to Bidders. This selected Bidder will then be invited for negotiations, if considered necessary.

16 Negotiations

The Employer reserves the right to enter into Negotiations with the preferred Bidder.

17 Award of Contract

- 17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Bidder and promptly notify all other Bidders who have submitted bids about the decision taken

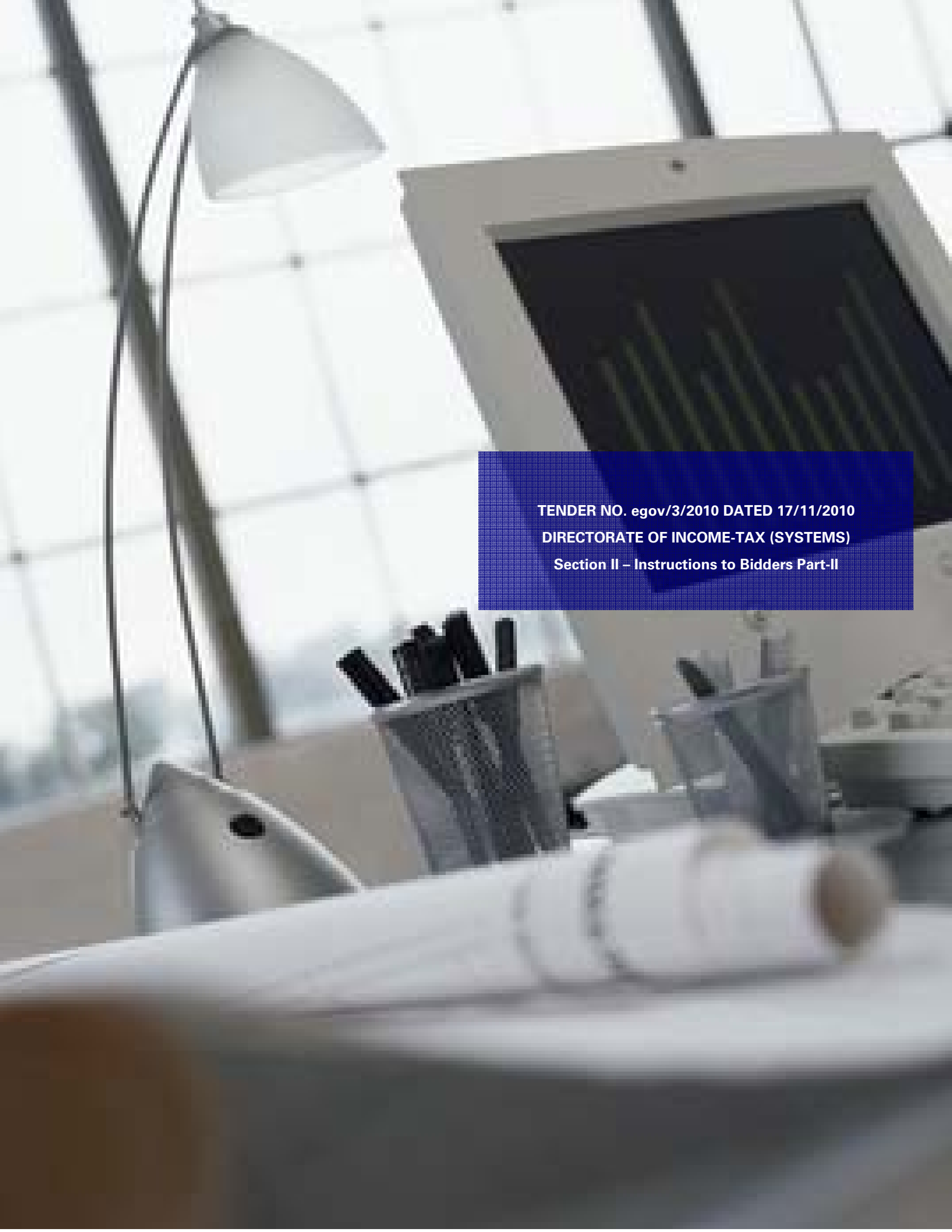
- 17.2 The Bidders will sign the Agreement after fulfilling all the formalities/pre-conditions mentioned in the Draft Agreement Form in Section VI, within 15 days of issuance of the letter of intent.
- 17.3 The Selected Bidder is expected to commence the Assignment/Job on the date and at the location specified in the Clause 12 and 13 respectively of Part II of Section II - Instructions to Bidders, subject to the receipt of firm order from the Employer.

18 Confidentiality

- 18.1 Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

19 Performance Security

- 19.1 Within 15 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Annex 2 in Section II.
- 19.2 Failure of the successful Bidder to comply with the requirement of Clause 17.2 above or Clause 19.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

A blurred office scene featuring a computer monitor, a desk lamp, and a pen holder. The background shows a window with a grid pattern. The foreground is dominated by a large, out-of-focus white object, possibly a roll of paper or a large pen.

TENDER NO. egov/3/2010 DATED 17/11/2010
DIRECTORATE OF INCOME-TAX (SYSTEMS)
Section II – Instructions to Bidders Part-II

Section II – Instructions to Bidders Part-II

Clause No. of Data Sheet	Reference Clause of Section II Part I	Particulars	Information										
1	2.1	Name of the Employer	The President of India acting through Director of Income-tax (Systems)-IV, Ministry of Finance, Department of Revenue, Central Board of Direct Taxes.										
2	2.2	Name of the Assignment/ Job	Appointment of Webmaster for Design, Development, Content Management and Maintenance of Website of Income Tax Department.										
3	2.5	Date of pre-bid meeting	29/11/2010 at 1100 Hrs at the address given below in S. No. 4. Pre-bid queries to reach Employer's representative mentioned in S. No. 5 on or before close of business hours on 24/11/2010 through facsimile or email.										
4	14.4	Date & time and address for submission of bids	On or before 1400 Hrs of 14/12/2010 at Additional Directorate of Income Tax (Systems), HQ-Tech A.R.A. Centre, Ground Floor, E-2, Jhandewalan Extension, New Delhi – 110055 The Prequalification Proposal will be opened at 1530 Hrs of 14/12/2010 at the above address. The Date of opening of Technical & Financial Proposal will be notified later.										
5	2.5, 4.1	The Employer's representative	<table border="1"> <tr> <td>Name & Designation</td> <td>K.M. Dixit, Additional DIT</td> </tr> <tr> <td>Address</td> <td>As in 4 above</td> </tr> <tr> <td>Telephone</td> <td>011-23519297</td> </tr> <tr> <td>Facsimile</td> <td>011-23626825</td> </tr> <tr> <td>E-mail</td> <td>kmdixit@incometaxindia.gov.in</td> </tr> </table>	Name & Designation	K.M. Dixit, Additional DIT	Address	As in 4 above	Telephone	011-23519297	Facsimile	011-23626825	E-mail	kmdixit@incometaxindia.gov.in
Name & Designation	K.M. Dixit, Additional DIT												
Address	As in 4 above												
Telephone	011-23519297												
Facsimile	011-23626825												
E-mail	kmdixit@incometaxindia.gov.in												
6	2.6	Inputs and facilities to be provided by the Employer	Nil. No office space or office equipment/ facilities like computer, printer, consumables etc. will be made available to the Service Provider. No counterpart personnel will be made available to the Service Provider. A team of officers at the Directorate will interact with the Service Provider for exchange of documents/information and discussion. A team of officers at the Directorate will interact with the Service Provider for exchange of documents/ information and										

Clause No. of Data Sheet	Reference Clause of Section II Part I	Particulars	Information
			discussion
7	2.6	Downstream Work	The Bidders are restricted to carry out any downstream work resulting from this assignment.
8	8.1	Validity of Bids	The Bids must remain valid for 120 days from the date of opening of Technical Bids.
9	4.1	Last date for Clarifications	24.11.2010 The address for requesting clarifications is as mentioned in S. No. 4 above.
10	9.4	The formats of the Technical Proposal to be submitted	Form Tech 1 Letter of Bid submission
			Form Tech 2 Bidder's organization & experience
			Form Tech 3 Comments & suggestions to TOR
			Form Tech 4 Approach & methodology
			Form Tech 5 Team composition
			Form Tech 6 Curriculum vitae
			Form Tech 7 Staffing Schedule
			Form Tech 8 Work Schedule
			Form Tech 9 Comment / modification suggested on Draft contract
			Form Tech 10 Information regarding any conflicting activities and declaration thereof
11	11.1	Cost of Assignment	The cost of assignment should be provided separately as per the format provided in Section 4 of this document.
12	17.3	Expected Date of commencement of consulting Assignment/Job	Immediately upon receipt of firm work order
13	17.3	Location for performance assignment / Job	New Delhi / National Capital Region (NCR)

14 Bidder must submit the **original and one copy of the Technical Proposal in hard copy format along with a soft copy** in CD / DVD. The CD / DVD would be sealed along with the hard copies of the respective technical bids. In the event of any discrepancy on the contents of the documents, the

information furnished on original paper document will prevail over the soft copy. **The original Financial Proposal should be submitted in the hard copy format only.**

15 Evaluation Criteria (Refer to Clause 9.3.2 of Section II Part I):

Minimum Eligibility Criteria for the Webmaster: - In case of Consortium

S.No.	Criteria	Document/s Required
1	Should be in existence for last 5 years	Certificate of incorporation
2	Should have at least 5 years experience in website design, development and maintenance work	Work order and completion certificate for each of the last three years
3	Should have an average annual turnover of INR 10 Crs and average annual turnover of INR 25 lacs from website development and maintenance work in the last three years	Auditor's Certificate
4	Should be making profits for last 3 years	Audited Financial Statements / Auditor's Certificate
5	Should have minimum one (1) Government or PSU client in the last 3 years	Work order and completion certificate
6	Should have atleast designed & maintained one (1) bilingual / multilingual website	Work order and completion certificate
7	Should not be blacklisted by any Government or PSU entity	Self-Declaration

Minimum Eligibility Criteria for the Content Provider: In case of Consortium

S.No.	Criteria	Document/s Required
1	Should be in existence for last 5 years	Certificate of incorporation
2	Should be providing content on IT Act, Rules, orders etc for at least five (5) years	Work order and completion certificate for each of the last three years
3	Should have an average annual turnover of INR 10 Crs from providing content in the last three years	Auditor's Certificate
4	Should have minimum one (1) Government or PSU client in the last 3 years	Work order and completion certificate
5	Should be making profits for last 3 years	Audited Financial Statements / Auditor's Certificate
6	Should have at least 25 personnel	Auditor's Certificate
7	Should not be blacklisted by any Government or PSU entity	Self-Declaration

Minimum Eligibility Criteria: - In case of Single Entity

S.No.	Criteria	Document/s Required
1	Should be in existence for last 5 years	Certificate of incorporation
2	Should have at least 5 years experience in website design, development, maintenance work	Work order and completion certificate for each of the last three years
3	Should have an average annual turnover of INR 18 Crs and average annual turnover of INR 25 lacs from website development, maintenance work	Auditor's Certificate
4	Should be making profits for last 3 years	Audited Financial Statements / Auditor's Certificate
5	Should have minimum one (1) Government or PSU client in the last 3 years	Work order and completion certificate
6	Should have atleast designed & maintained one (1) bilingual / multilingual website.	Work order and completion certificate
7	Should additionally conform to the "Minimum Eligibility Criteria" for Content Provider as specified in clause 15 of Section II – Instructions to Bidders Part-II	As required in clause 15 of Section II – Instructions to Bidders Part-II
8	Should not be blacklisted by any Government or PSU entity	Self-Declaration

Please provide the relevant supporting for all the above criteria (financial statements/copy of work order / auditor's certificate etc.) for the evaluation of minimum eligibility criteria. The above documents should be submitted as part of Prequalification Proposal.

16 Procedure for Detailed evaluation of Technical Proposal

Criteria, sub-criteria and point system for evaluation to be followed under this procedure are as under:

Maximum Marks: 100

		Criteria Points	Total Marks
Specific experience of the Service Provider relevant to the assignment /job	Experience in design, development and maintenance of Website (Minimum of 5 citations which should include atleast 2 Government / PSU website)	5	35
	Experience in providing income-tax related content (As specified in Section V, Terms of Reference)	10	

		Criteria Points	Total Marks
	CMMi Level 3 and above / ISO certifications	5	
	Quality of Content provided (including content sourcing and management as defined in Section V, Terms of Reference)	10	
	Quality of the Websites cited in the bid response (The Bidder will be required to make a presentation during which the VEC would evaluate the websites cited in the Technical Proposal submitted)	5	
Adequacy of the proposed methodology and work plan in response to the terms of reference	Technical approach & methodology (including content sourcing plan, content management, quality assurance plan, reporting formats, monitoring tools for SLAs etc.)	Completeness & Adequacy of proposed methodology – 05 marks	20
	Solution Architecture & Technical Architecture (including proposed Hardware and infrastructure required) considering scalability requirement	Completeness & Adequacy of proposed solution – 10 marks	
	Work plan ensuring completion of development work in four (4) months (along with appropriate resource allocation for development and maintenance phase) along with organization & staffing for the project for Website Governance / Project Management	Completeness & Adequacy of work plan & resources proposed – 05 marks	
Key professional staff: Qualification & competency for the assignment / job (Qualifications and competency of each of the key professional will be evaluated separately)	Team Leader (i) should have at least 7 years work experience (ii) minimum 3 years as project leader of large projects for website development and maintenance (iii) should be different from other key personnel;	5	20

		Criteria Points	Total Marks
	Other key professionals including content manager (15 marks in total & equal score assigned to each professional staff proposed) a) Educational qualifications and Technical skill set (All professionals should have minimum 3 years work experience) (5 marks) b) Experience in carrying out similar Assignment/Job (10 marks)	15	
Prototype Evaluation (The Service Provider should submit one prototype of the website for evaluation and selection to be submitted only in the Technical Proposal). The Prototype should be submitted in a separate CD / DVD along with the Technical Proposal. In case the CD / DVD is found non-functional at the time of Technical Bid Opening, the bid will be deemed non-responsive		Visual Appeal, user friendly features – 10 Marks Content quality – 15 Marks	25

Other Requirements

- Although employer has specific requirements, ideas for content sourcing and approach in re-designing the style of the website are welcome. Service Providers are encouraged to consider and propose alternative solutions, recommendations and improvements.
- Service Provider should include a timelines for each phase of the implementation including meetings with staff, re-design, development, draft presentation, implementation, hosting and training.

17 Method of Selection (Refer to Clause 15.7 of Section II Part I):

The Bidders who secure 85% (percentage) or above marks will be considered as technically qualified for award of contract. Financial bids of only such technically qualified Bidders will be opened and the Bidder quoting the lowest price for the assignment will be selected for award of contract.

18 Estimated number of professional staff months required for the Assignment/Job (Refer to Clause 9.3(b) of Section II Part I)

The requirement of professional man-months may be worked out based on the expected timelines indicated below and the detailed Scope of Work and Deliverables in Section 5 of this RFP. The expected timelines are as below:

S. No.	Phase	Elapsed Number of calendar days	Number of calendar days from the issue of work order
1	Requirement Gathering & Clarification	10	10
2	Design, Development, Testing and Setting up User Acceptance Testing Environment	90	100

S. No.	Phase	Elapsed Number of calendar days	Number of calendar days from the issue of work order
3	User Acceptance Testing	20	120
5	Maintenance and content management	It will be ongoing for at least 56 months	

Note: 1. All communications should be addressed to the Additional Director of Income-Tax (Systems) – HQ-Tech at the address given in Clause 4 above.

Annex 1

(Please see Clause 12 of
Instructions to Bidders)

1 BID SECURITY FORM

Whereas _____ (hereinafter called 'the Bidder') has submitted its Bids dated DD/MM/2010 for **Appointment of Webmaster for Design, development, content management and maintenance of Income Tax Department** (hereinafter called "**the Bid**").

KNOW ALL MEN by these presents that **WE** _____ of _____ having our registered office at _____ (hereinafter called "**the Bank**") are bound unto the Director of Income-tax (Systems) (hereinafter called "**the Employer**") in the sum of **Rs. 1,00,000- (Rupees One Lakh Only)** for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said bank this _____day of _____2010.

THE CONDITIONS of this obligation are:

1. If the Bidder, having its Proposal during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Proposal by the Employer during the period of Proposal validity.
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorised Signatory of the Bank)

ANNEX 2

(Please see Clause 19.1 of the Instructions to Bidders)

2 PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

Ref: _____

Date _____

Bank Guarantee No. _____

To

The Director of Income-tax (Systems)-IV,
 A.R.A. Center, Ground Floor,
 E-2 Jhandewalan Extension,
 New Delhi - 110 055.

- 1 Against contract vide Advance Acceptance of the **Tender No. egov/3/2010 dated 17/11/2010** regarding **Appointment of Webmaster for Providing design, development, content management and maintenance of website of Income Tax Department** (hereinafter called the said 'Contract') entered into between the Employer and _____ (hereinafter called the 'Service Provider') this is to certify that at the request of the Service Provider we _____ Bank Ltd., are holding in trust in favour of the Employer, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Employer against any loss or damage that may be caused to or suffered by the Employer by reason of any breach by the Service Provider of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Employer, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the Employer shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Employer.
- 2 We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Service Provider i.e. till _____ (viz the date up to 12 months from the Award of Contract by the Employer) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Employer before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Employer.
- 3 It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Employer.
- 4 We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Webmaster shall have no claim against us for making such payment.

- 5 We _____ Bank Ltd, further agree that the Employer shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Webmaster from time to time or to postpone for any time of from time to time any of the powers exercisable by the Employer against the said Webmaster and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Webmaster or for any forbearance by the Employer to the said Webmaster or for any forbearance and or omission on the part of the Employer or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
- 6 This guarantee will not be discharged due to the change in the constitution of the Bank or the Webmaster.

Date _____

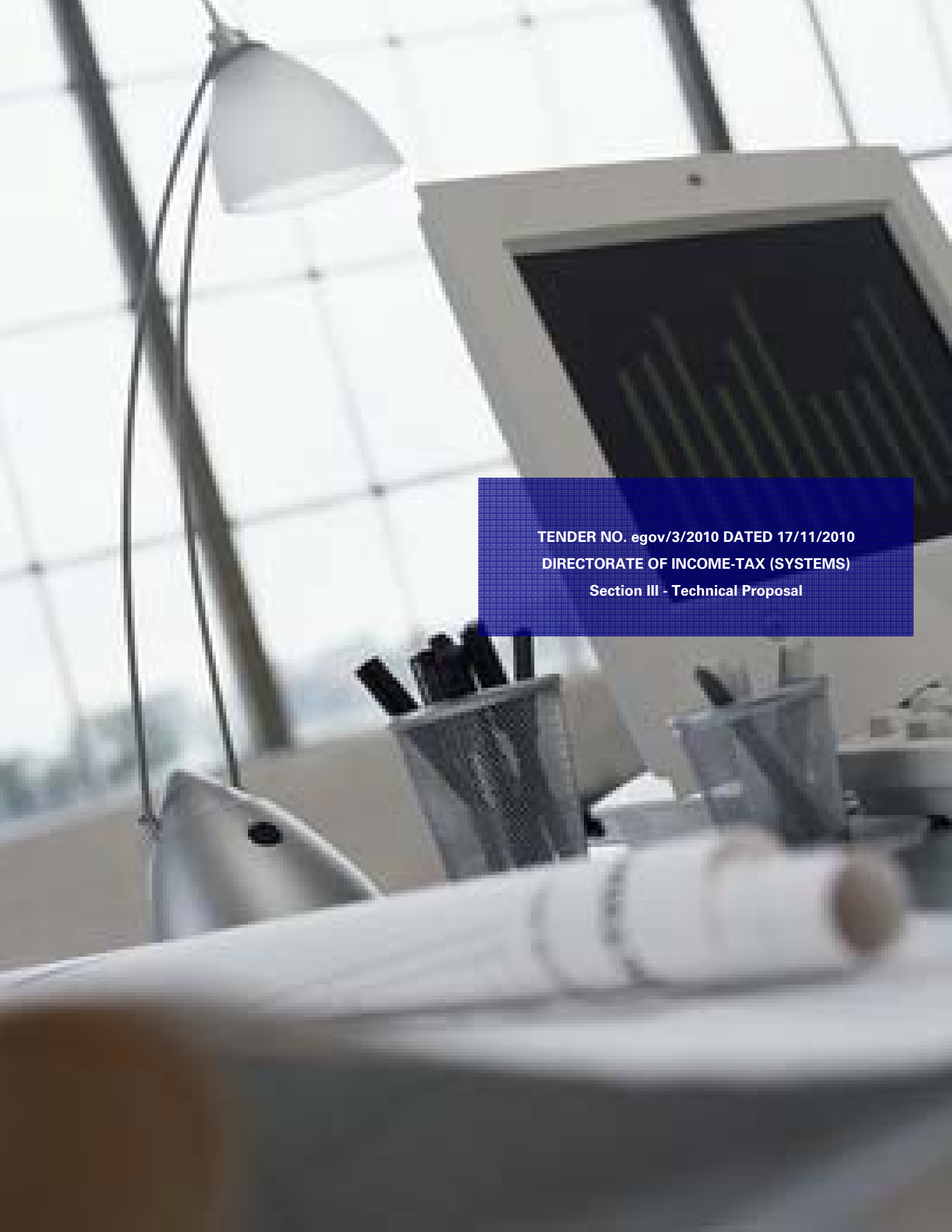
Place _____

Witness _____

Signature _____

Printed name _____

(Bank's common seal)

A blurred office scene featuring a computer monitor, a desk lamp, and a pen holder. The background shows a window with a grid pattern. A blue semi-transparent box is overlaid on the right side of the image, containing white text.

TENDER NO. egov/3/2010 DATED 17/11/2010
DIRECTORATE OF INCOME-TAX (SYSTEMS)
Section III - Technical Proposal

Section III - Technical Proposal

FORM TECH-1

1 LETTER OF TECHNICAL PROPOSAL SUBMISSION

Location :

Date :

To:

**Additional Director of Income Tax (Systems)- HQ Tech ,
Directorate of Income Tax (Systems),
Ground Floor, E-2, Jhandewalan Extension,
New Delhi - 110055**

Dear Sirs:

We, the undersigned, offer for **Appointment of Webmaster for Design, development, content management and maintenance of the website for Income Tax Department** in accordance with your Request for Proposal Tender No. **egov/3/2010** dated **17/11/2010** and our Proposal. We are hereby submitting our Proposal, which includes this Prequalification Proposal, Technical Proposal (including Prototype in CD/DVD format), and a Financial Proposal sealed under a separate envelope and requisite EMD and proposal processing fees.

We are submitting our Proposal in association with: [Insert a list with full name and address of each member of the consortium]

(i)

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in **Clause 4 of Part II of Section II - Instructions to Bidders**, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2

2 BIDDER'S ORGANIZATION AND EXPERIENCE**A – Bidder'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. Also if the Bidder has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided.]

B - Bidder's Experience

[Using the format below, provide information on each assignment/job for which your firm, and each partner in the case of consortium, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out assignment/job similar to the ones requested under this assignment/job. In case of consortium, association of Service Provider, the Bidder must furnish the following information for each of the consortium member separately.]

S. No.	Information sought	Information
1.1	Firm's / Client's name	
1.2	Assignment/Job name	
1.3	Description of Project	
1.4	Approx. value of the contract (in Rupees)	
1.5	Country	
1.6	Location within country	
1.7	Duration of Assignment/Job (months)	
1.8	Name of Employer	
1.9	Address	
1.10	Total No of staff-months of the Assignment/Job	
1.11	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)	
1.12	Start date (month/year)	
1.13	Completion date (month/year)	
1.14	Name of associated sub-contractors, if any	
1.15	No of professional staff-months provided by associated sub-contractors	

S. No.	Information sought	Information
1.16	Name of senior professional staff of your firm involved and functions performed	
1.17	Description of actual Assignment/job provided by your staff within the Assignment/job	

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Signature of witness

Dated

Place

Signature of the Bidder

Dated

Place

FORM TECH-3

3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - 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 Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to **Clause 6** of the **Part II of Section II – Instructions to Bidders** Special information to Service Providers including: administrative support, office space, Domestic transportation, equipment, data, etc.]

FORM TECH-4

4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal.

The Bidders are suggested to present their Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

- 1 **Technical Approach and Methodology**-In this chapter the Bidder should explain their understanding of the objectives of the Assignment/Job, approach to the Assignment/Job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should highlight the problems being addressed and their importance, and explain the technical approach that would be adopted to address them. The Bidder should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach. The approach should at the minimum cover content sourcing plan, quality assurance plan, proposed solution & technical architecture (including proposed hardware), proposed tools for monitoring SLAs, reporting formats, proposed deployment architecture etc.
- 2 **Work Plan**-The Bidder should **propose and justify** the main activities of the Assignment/Job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference (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. The work plan should be consistent with the **Work Schedule of Form TECH-8**.
- 3 **Organization and Staffing**-The Bidder should **propose and justify** the structure and composition of the team. The Bidder should list the main disciplines of the Assignment/Job, the key expert responsible, and proposed technical and support staff.

Signature of witness

Dated

Place

Signature of the Bidder

Dated

Place

FORM TECH - 5

5 TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

Signature of witness

Dated

Place

Signature of the Bidder

Dated

Place

FORM TECH-6

6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1 Proposed Position:

[For each position of key professional separate **form Tech-6** will be prepared]:

2 Name of Firm:

[Insert name of firm proposing the staff]:

3 Name of Staff

[Insert full name]:

4 Date of Birth

5 Nationality

6 Education

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

7 Membership of Professional Associations:

8 Other Training:

9 Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10 Languages

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11 Employment Record:

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

From [Year]: To [Year]:

Employer:

Positions held:

12 Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/Job]

13 Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignments/Jobs in which the staff has been involved, indicate the following information for those Assignments/Jobs that best illustrate staff capability to handle the tasks listed under point 12.]

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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

Place:

[Full name of authorized representative]:

FORM TECH-7

7 STAFFING SCHEDULE (During design and development phase)

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

STAFFING SCHEDULE (During maintenance phase)

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: clerical staff).

- 2 Months are counted from the start of the Assignment/Job. For each staff indicate separately staff input for home and field work.

Signature of witness

Dated

Place

Signature of the Bidder

Dated

Place

FORM TECH-8

8 WORK SCHEDULE (During design and development phase)

S.No.	Activity	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

WORK SCHEDULE (During maintenance phase)

S.No.	Activity	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

Note:

- 1 Indicate all main activities of the Assignment/Job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/Jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Signature of witness

Dated

Place

Signature of the Bidder

Dated

Place

FORM TECH-9

9 COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the Bidder shall mention any suggestion / views on the draft contract attached with the RFP document. The Bidder may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM TECH-10

10 INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or Group Company which are of conflicting nature as mentioned in **Clause 5 of Part I of Section II**. 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 member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under **Clause 5 of Part I of Section II**. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Signature of witness


Dated

Place

Signature of the Bidder

Dated

Place

A blurred office scene featuring a desk lamp on the left, a computer monitor on the right, and a pen holder in the center. The background shows a window with a grid pattern. A blue rectangular box with white text is overlaid on the right side of the image.

TENDER NO. egov/3/2010 DATED 17/11/2010
DIRECTORATE OF INCOME-TAX (SYSTEMS)
Section IV - Financial Proposal

Section IV - Financial Proposal

FORM FIN-1

1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

**Additional Director of Income Tax (Systems)- HQ Tech ,
Directorate of Income Tax (Systems)
Ground Floor, E-2, Jhandewallan Extension,
New Delhi - 110055**

Dear Sir:

We, the undersigned, offer for **Appointment of Webmaster for Design, development, content management and maintenance of the website for Income Tax Department** in accordance with your Request for Proposal **Tender No. egov/3/2010 dated 17/11/2010** and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial Proposal is unconditional and we acknowledge that any condition attached to financial Proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, up to expiration of the validity period of the Proposal, i.e. before the date indicated in **Clause 7 of the Part II of Section II.**

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Purpose of Commission	Gratuity
----------------------------	----------------------------------	----------

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2

2 SUMMARY OF COSTS

S. No.	Particulars	Amount (in Rupees)	Amount (in Words)
1	Total cost of the project		
2	Total		

The Total Cost is **Rs** _____/- (**Rupees** _____ **only**). The above cost includes all applicable taxes and duties to be paid under the statute at the prevailing rates for the purpose of this contract (Refer **Clause 10 of Part I of Section II**).

Signature of witness**Dated****Place****Signature of the Bidder****Name****Designation****Name of Firm****Address****Dated****Place**

FORM FIN-3

3 BREAKDOWN OF COSTS - TOTAL¹

Type of Cost	Phase/Deliverable (refer para 3 of Section V)	Monthly Rate (inclusive of Taxes) (Amount in Rupees)	Total (inclusive of Taxes)
(1)	(2)	(3)	(5)
Fixed Cost ² (One time fee)	Design, Development, Testing and Content procuring (Including Hardware, Manpower, licenses etc.)	NA	
Operating expense (Monthly payment)	Maintenance and content management for 56 months³ (Including AMC, training, Manpower, licenses etc.)		
Total			

The Total Cost is Rs _____/- (Rupees _____ only).

Signature of witness

Dated

Place

Signature of the Bidder

Dated

Place

¹ In case of consortium, break-up of cost for both the Bidders may be indicated separately in the same table

² This will be one time fee

³ This excludes the time period for website development and UAT (already covered in fixed cost) which should not be more than 4 months

FORM FIN-4

4 BREAKDOWN OF COSTS – HARDWARE, SOFTWARE & CONTENT^{4,5}**HARDWARE COST**

Item	Brief Description	Unit Price Amount in Rupees	Tax	Quantity	Total Price (6)=((3)+(4))*(5)
(1)	(2)	(3)	(4)	(5)	(6)

SOFTWARE / LICENSE COST

Item	Brief Description	Unit Price Amount in Rupees	Tax	Quantity	Total Price (6)=((3)+(4))*(5)
(1)	(2)	(3)	(4)	(5)	(6)

CONTENT COST

Item	Brief Description	Unit Price Amount in Rupees	Tax	Quantity	Total Price (6)=((3)+(4))*(5)
(1)	(2)	(3)	(4)	(5)	(6)

The Total Cost is Rs _____/- (Rupees _____ only).

Signature of witness

Signature of the Bidder

Dated

Dated

Place

Place

⁴ Any license / maintenance Cost (AMC etc.) for Hardware and Software during the maintenance period shall be borne by the Service Provider and the cost of same should be built into the operating cost in Form FIN 3

⁵ In case of consortium, break-up of cost for both the Bidders may be indicated separately in the same table

FORM FIN-5

5 BREAKDOWN OF COSTS - MANPOWER⁶

Team	Involvement (in Months)	Man- month Cost	Total (including Tax)
(1)	(2)	(3)	(4)
Design, Development & Testing Phase			
Team Leader			
Administrator			
Developer			
Content Manager			
Maintenance Phase (The cost quoted below is valid till the end of Maintenance Period)			
Team Leader			
Administrator			
Developer			
Content Manager			

The Total Cost is Rs _____ /- (Rupees _____ only).

Signature of witness

Signature of the Bidder


Dated

Dated

Place

Place

⁶ In case of consortium, break-up of cost for both the Bidders may be indicated separately in the same table

A blurred office scene featuring a computer monitor, a desk lamp, and a pen holder. The background shows a window with a grid pattern. A blue semi-transparent box is overlaid on the right side of the image, containing white text.

TENDER NO. egov/3/2010 DATED 17/11/2010
DIRECTORATE OF INCOME-TAX (SYSTEMS)
Section V – Terms of Reference

Section V – Terms of Reference

1 Project Background

Directorate of Income Tax (DIT) is providing services to its citizens through various websites which are either owned and maintained by DIT or outsourced to other vendors. CBDT has recently, undertaken a decision to merge two of the exiting websites that are owned and managed by DIT into a single interface for citizens. The two websites that are being merged are:

- www.incometaxindia.gov.in (herein after referred as "ITI")
- www.incometaxindiapr.gov.in (herein after referred as "ITIPR")

The functional content of the two websites is very similar and broadly relates to, but is not limited to the following areas:

- Acts / Rules /Circulars/Notifications;
- Important tax dates;
- PAN card issuance;
- Tax forms etc.

The decision to integrate the two websites has been undertaken in order to improve the end user experience. The two websites are currently being maintained on an outsourced model. The two websites are experiencing traffic of, an average 13,00,000 hits per day during peak load observed in July 2010. The bidder needs to assess and forecast the future requirements of the Department while doing the hardware sizing.

2 Objective

The objective of this assignment is to hire a Webmaster for developing, managing and maintaining the new website for the Directorate of Income-Tax for enhancing the end-user experience by introducing improved citizen services delivery mechanism.

The new national website of the Income Tax Department (**www.incometaxindia.gov.in**) is expected to be the primary vehicle for delivery of services to Taxpayers. It is expected to serve as a Knowledge Portal and act as the common gateway to Field Offices, Directorates, and other websites. The new website will be structured into two sections - interface with the Public and password protected Knowledge Management section exclusively for the Income Tax officials.

3 Scope of Work (SoW)

- Requirement gathering for the website;
- Content procurement from the various Directorates and commissionerates etc.
- Design & development of website;
- Procurement, deployment and maintenance of requisite hardware;
- Unit testing / Integration testing of the website;
- Assistance in user acceptance testing of the website;
- Development of user manual, system manual, relevant training modules and handholding support;
- Maintenance for 56 months;
- Content management using a suitable web content management system;
- Regular updation of content;

- The Service Provider shall provide adequate support to any third party appointed by the DIT for conducting security audit of the website.
- Provision, Generation and Maintenance of 1000 email ids;
- Provision of required dedicated IT infrastructure to support the website and email administration;
- Helpdesk & technical support for the website on 24 X 7 basis must be provided by the Service Provider;
- Provision of full time team of developers/administrators for maintenance activities. The team would consist of dedicated resource and would work from Service Provider's premises. But the team should be able to work from DIT's office as and when need arises (on the instructions of DIT);
- User names & passwords for approximately 12,000 officers in DIT need to be created for accessing the Knowledge Management portal (secured area); and
- Website must be available in both English and Hindi. Translation from English to Hindi would also be the responsibility of the Service Provider.

4 Deliverables

The approach for website design, development, maintenance and content management has been broadly categorized under the following phases:-

Phases	Activities/Deliverables
Requirement Gathering	<ul style="list-style-type: none"> • Service Provider will prepare the business requirement document and functional specifications document⁷ • DIT will approve the business requirement and functional specifications document
Content Procurement	<ul style="list-style-type: none"> • The Service Provider will be responsible for independently sourcing the content (Laws/Acts/Rules/Circulars/Notifications related to the Direct Taxes such as Income Tax, Wealth Tax, FBT, Gift Tax, Expenditure Tax, Interest Tax, BCTT, STT, Case Laws etc.) It is mandatory that Income Tax Website provides the first and authentic information on its website and hence, penalty will be levied on mistakes committed by the Service Provider in the content uploaded. • DIT shall not bear any cost for procurement/sourcing of content.
Design & Development	<ul style="list-style-type: none"> • Service Provider will prepare the design/prototype of the website and get the approval on the design from DIT • During development, Service Provider will provide fortnightly status reports to DIT • The source code and subsequent versions shall be handed over to DIT
Unit Testing	<ul style="list-style-type: none"> • Service Provider will perform unit testing, load testing and share the reports with DIT

⁷ Please refer to Annexure V for indicative functional specifications, design, technical and content management requirements. This is an indicative list. Actual requirements shall be determined during requirement gathering phase.

Phases	Activities/Deliverables
User Acceptance Testing	<ul style="list-style-type: none"> • Service Provider will provide appropriate test environment to DIT to perform acceptance testing • Service Provider will action the changes which will emerge during the UAT
Training	<ul style="list-style-type: none"> • Service Provider will prepare the user manual as per DIT's requirement and provide trainings as desired
Ongoing Maintenance (56 months)	<p>Service Provider will appoint a full time team for developing, administrating and maintaining the website. The Team and structure would be approved by Directorate of Income Tax. He/She would be a dedicated resource and would work from Service Provider's premises but she/he should be available at DIT office within 2 hours notice as and when need arises.</p> <p>Following activities⁸ will be performed by the Service Provider:-</p> <ul style="list-style-type: none"> • Procuring & Updating contents (Laws/Acts/Rules/Circulars/Notifications related to the Direct Taxes such as Income Tax, Wealth Tax, FBT, Gift Tax, Expenditure Tax, Interest Tax, BCTT, STT, Case Laws, and any other laws as applicable) • Updating FAQs based on the queries posted by citizens and requests from DIT • Maintenance of email list • Modifying web-pages (i.e. adding removing and redesigning of web-pages) • Maintenance of search engine positioning on popular search engines including but not limited to google, bing, yahoo etc and submit a fortnightly report to DIT • Monitoring & tracking website traffic • Verifying external hyperlinks on the website to ensure that the information being provided 'through' them is up-to-date, accurate and relevant. • Rectifying 'broken links' or those leading to 'Page not found' errors. • Updating documents/pages in English & Hindi simultaneously so that there are no inconsistencies, at any point, between the various language versions. Also, the Service Provider is expected to update the website for disabled users. • Ensuring website security (Shared firewall and IDS) • Procuring and maintaining licenses for hardware and all related software on behalf of Directorate of Income Tax⁹ • Procuring and maintaining tools for monitoring of website¹⁰

⁸ This is an indicative list. Actual requirements may vary

⁹ All the licenses will have to be bought by the Service Provider however, all the licenses will be in the name of Directorate of Income Tax

Phases	Activities/Deliverables
	<ul style="list-style-type: none"> • Procuring and maintaining tools for SLA monitoring¹¹ • Ensuring availability of backup plan, DR plan • Ensuring daily backup of website at the NIC's DR site • The Service Provider shall provide adequate support to any third party appointed by the DIT for conducting security audit of the website • The Service Provider shall handover the hardware procured for this project to DIT at the end of the contract period without any additional cost in a running condition
Content Management	<ul style="list-style-type: none"> • Service Provider will be responsible for updating the content periodically as per DIT's requirement • The Service Provider is expected to deploy suitable content management software and work flow management tool so that contents from the various Departments can be uploaded for publishing on the website.

¹⁰ All the licenses will have to be bought by the Service Provider however, all the licenses will be in the name of Directorate of Income Tax

¹¹ All the licenses will have to be bought by the Service Provider however, all the licenses will be in the name of Directorate of Income Tax

5 Service Level Agreements*

#	Criteria	Service Level
1	Website uptime	99.9%
2	Closure of modification / updation required	24 Hours
3	Updation of Laws/ Acts/ Circulars/ Notifications related to the Direct Taxes, such as Income Tax, Wealth Tax, Gift Tax, Expenditure Tax, Interest Tax, BCTT, STT etc., content on website issued by CBDT	Within 24 hours of public notification by CBDTs
4	Updation of press releases and other important news items on the website	On the same day of release
5	Errors in Content uploaded	Zero error
6	Patch management (for Operating system and Database)	Within 24 hours of release of patch
7	Page loading time (time taken between click of the link to the complete loading of the page)	<=7 seconds on 56 Kbps connection
8	Browser compatibility	The website should be displayed accurately in different browsers. Which should include (but not limited to) ¹² <ul style="list-style-type: none"> • Internet Explorer 5.5 and above • Mozilla Firefox 3.0 • Google Chrome • Safari 4 and above
9	Backup	Full backup should be taken every week and incremental back up should be taken on a daily basis
10	Disaster Recovery Site	DR site should be made available within one hour of primary site not being available
11	Response time for queries posted by citizens (Level 1 support)	Next working day

¹² The Service Provider must test the website on the latest browsers available on a six monthly basis. The reports for the same should be shared with DIT

#	Criteria	Service Level
12	Website Monitoring, Search Engine Positioning and SLA Monitoring	Fortnightly reports to be submitted to DIT
13	Website Development	4 months

**SLAs would be monitored on a quarterly basis and penalties would be deducted by the Employer from the payment due for the respective quarter*

6 Hardware/IT Infrastructure Requirements

- Dedicated infrastructure (servers etc) should be provided; Webmaster would conduct technology assessment during the third year of operation so as to take care of technological obsolescence
- The Department intends to host the website at NIC however, the Webmaster would be responsible for procuring, deploying and maintaining servers (including but not limited to Web Server, Application Server, Database Server and Email Server) and related hardware both at NIC and at the Disaster Recovery (DR) site. An illustrative list of the sever specification is set out below¹³:

Chassis Specification

- Single blade chassis should accommodate minimum 6 (Quad-Processor) / 8 (Dual Processor) or higher hot pluggable blades.
- 6 U to 12 U Rack-mountable
- Dual network connectivity for each blade server for redundancy should be provided. Backplane should be completely passive device. If it is active, dual backplane should be provided for redundancy
- Should accommodate Intel, AMD, RISC / EPIC Processor based Blade Servers for future applications
- Same chassis should support dual CPU and Quad CPU blades
- Should have the capability for installing industry standard flavors of Windows, Linux / Unix Operating Environments
- Single console for all blades in the enclosure or KVM Module
- DVD ROM can be internal or external, which can be shared by all the blades allowing remote installation of S/W and OS
- Minimum 2 external USB connections functionality
- Two hot-plug, redundant 1Gbps Ethernet module with minimum 10 ports (cumulative), which enable connectivity to Ethernet via switch. Switch should be (Internal/external) having Layer 3 functionality - routing, filtering, traffic queuing etc

¹³ The list provided for Hardware specification is only illustrative however, the service provider needs to ascertain the exact requirements based on their assessment as per Section V

- Two hot-plugs, redundant 4 Gbps Fiber Channel for connectivity to the external Fiber channel Switch and ultimately to the storage device.
- Power Supplies
- Hot Swap redundant power supplies to be provided
- Power supplies should have N+N. All Power Supplies modules should be populated in the chassis
- Hot Swappable and redundant Cooling Unit
- LED / LCD Alerts/ indication on Hard disk drives, processors, blowers, memory
- Management
- Systems Management and deployment tools to aid in Blade Server configuration and OS deployment,
- Remote management capabilities through internet browser
- It should provide Secure Sockets Layer (SSL) 128 bit encryption and Secure Shell (SSH) Version 2 and support VPN for secure access over internet.
- Ability to measure power historically for servers or group of servers for optimum power usage
- Blade enclosure should have provision to connect to display console / central console for local management like trouble shooting, configuration, system status/health display
- Built in KVM switch or Virtual KVM feature over IP.
- Dedicated management network port should have separate path for management
- Support heterogeneous environment: AMD, Xeon and RISC/EPIC CPU blades must be in same chassis with scope to run Win2008 Server, Red Hat Linux / 64 Bit UNIX, Suse Linux / 64 Bit UNIX.

Blade Specifications

- Blade can be half / full height with I/O connectivity to backplane
- 2 Quad core @ 2.0 GHz or above with 6 MB shared L3 cache, 1066 MHz / 2000 MT/s FSB
- Min 16 GB FBD DDR2 RAM with min 2 No's free slots for future expandable capability.
- Minimum Memory: 16 GB scalable to 96 GB per blade
- The Blade should have redundant 4 Gbps Fiber Channel HBA
- 2 X (1000BASE-T) Tx Gigabit LAN ports with TCP / IP offload engine support / dedicated chipset for network I/O on blade server

- 2 X 146 GB HDD or more hot swappable system disk with mirroring using integrated RAID 0,1 on internal disks. It should be possible to hot swap the drives without shutting down the server.
- Should support heterogeneous OS platforms
- VGA / Graphics Port / Controller
- The Service Provider shall also be responsible for establishing connectivity to the DR site and maintaining backups on the disk-to-disk drive. The storage of the backup disks would be the responsibility of the Service Provider however, the access to the same will be provided to DIT on demand. Additionally, Service Provider shall be liable to take the permission of DIT before selecting the site for storage.

7 Annexure¹⁴

Following are the indicative functional specifications, design, technical and content management requirements:

Functional Specifications¹⁵

Home Page

- The National Emblem of India must be displayed on the Home Page of the website. The usage of National Emblem on the website must comply with the directives as per the 'State Emblem of India (Prohibition of improper use) Act, 2005
- The home page and all important entry pages of the website must display the ownership information, either in the Header or footer. All subsequent pages of the website should also display the ownership information in a summarized form. Further, the search engines often index individual pages of a website and therefore, it is important that each webpage belonging to a site displays the relevant ownership information
- The lineage of the Department should also be indicated at the bottom of the home page and all important entry pages of the website
- The page title of the home page (the title which appears on the top bar of the browser) must be complete with the name of the Country included, for instance, instead of the title being just Department of Income Tax, it should state, Government of India, Department of Income Tax
- The website must provide a prominent link to the National Portal (india.gov.in) from the home page and all other important pages, particularly those of citizens' interest. The pages belonging to the National Portal must load into a newly opened browser window of the user. It is not permitted that the National Portal pages are loaded into frames on any site. These must be loaded into a new browser window. Special Banners in different sizes and color schemes providing a link to the National Portal have been given along with due instructions on how to link at **<http://india.gov.in/linktous.php>**. The Government websites/Portals may choose any banner from the ones provided, depending upon their site design and place the same on their Home Page

¹⁴ Please refer the document 'Guidelines for Indian Government Websites' for more details. The same is available with employer (Directorate of Income Tax)

¹⁵ The content / functionality of the new website is not restricted to the functionality / contents mentioned in this section

1.		<ul style="list-style-type: none"> • 200X55 Pixels, • Colour • GIF Format • Download
2.		<ul style="list-style-type: none"> • 200X55 Pixels, • Black & White • GIF Format • Download
3.		<ul style="list-style-type: none"> • 128X34 Pixels, • Colour • GIF Format • Download
4.		<ul style="list-style-type: none"> • 116X31 Pixels, • Colour • GIF Format • Download
5.		<ul style="list-style-type: none"> • 380X66 Pixels, • Colour • JPEG Format • Download

- It is recommended that the technical terms and terminologies are replaced with user friendly terms in order to increase the usage of the website amongst Stakeholders
- The complete official title, language and validity of all the available documents on the website must be specified on the website. The documents must also be linked to the Documents Repository on National Portal of India (india.gov.in)

Website Features

- The website should be bilingual (English and Hindi).
- The website should be disabled friendly. It should cater to following set to users:
 - Blind users: These set of users would access the website using screen readers hence the website should be technologically enabled to allow screen readers to read the HTML code
 - Users with Partial or poor sight: Such users may need to enlarge the fonts on the website hence, the website should be suitably enabled to allow the browser to enlarge the website fonts
 - Color blind users: The website should avoid colors that are invisible to users with Deuteranope, Protanope, Tritanope type of color vision
 - Deaf users: The transcripts for Audios on the website should be provided for the benefit of such users
 - Keyboard & voice only users: Navigating the website using only tab, shift-tab, and the return key should be made easy to enable such users
- Information such as subject matter, download and installation instructions, file format, file size, estimated download time etc. must be provided for any downloadable material/document available on the website. Websites must provide links to appropriate websites, when additional software or plug-in downloads are required
- The website should support Unlimited download facility (Average hits per day – 13,00,000 peak load observed in July 2010 and is expected to increase in future)

- Developer is expected to assist the Department in designing the services mentioned below (note: the services include, but are not restricted to services mentioned herein):
 - Services through TRPs to citizens at large through the website wherein, the Taxpayers can seek prior appointment with the TRPs for home visit.
 - Tutorials on using the various kinds of forms. The tutorials should be in form of e-learning modules.
- News and press releases issued by Departments should be displayed on the website. News and Press releases must be published in RSS format so that associated offices and Departments can also consume them

Secured Area

- The secured area should be password protected; the Service Provider will be responsible for creating user names & passwords for access to this area
- The functionality of the Knowledge Portal (in the secured area) would include following:
 - The Portal would support Webcasts for trainings
 - Work flow management for uploading of contents by officers located at locations across the country.
- In addition to the above, more features may be included by DIT as and when required
- The secured area would also have email access for the staff. The email would have following features:
 - Web-based email access
 - Contact management, event and calendar management, resource scheduling and administration, task management and shared folders.
 - Server and client-side rules and spam filtering to manage the flow of incoming messages
 - Ability to delete and replace an unread message
 - Out-of-office automatic reply
 - Storage of 100 MB per user
 - Ability to configure rules (e.g. maximum attachment limit etc.)
 - Mailing list functionality and easy content sharing with groups
 - 24*7 support
 - SSL enforcement for secure HTTPS access
 - Email encryption using standard TLS protocols
 - Advanced search options for searching mails

- Delegate access to allow others to check designated components like e-mail, tasks lists and calendars.
- Multi-colored flagging to mark messages for follow-up, prioritization, searching and categorization

Search Facility:

- Comprehensive search functionality must be provided on the website: Following are some of the guidelines to achieve the same:
- The website must include either a "search" box or a link to a "search" page from every page of the website. The search box or link must be titled "search", as it is a standard term understood by web surfers world over. As per internationally accepted usability principles, search boxes are most effective when placed in the same position on all pages (usually within the upper third part of the webpage)
- Search results should be displayed in an easy-to-read format that, at a minimum, shows visitors the term(s) they searched for and highlights the term(s) in each search result
- All Circulars, Instructions, Press Releases, Notifications, Tenders etc. should have Chronological Search, Number wise search, Section wise Searches, function wise search and Text Search with advanced search options for customized views

Sitemap:

- Comprehensive sitemap must be provided on the website. Following are some of the guidelines to achieve the same:
 - Site Maps must be linked at least to the home page as well as all important entry pages of the site
 - Site Maps must be kept up-to-date and current to reflect any new additions or updations to the website so that they are useful
 - The site map should be universally accessible and should be provided in plain text format
- Website should allow visitors to conduct more refined, focused searches to achieve more relevant results. This can be achieved through an appropriate "advanced search" option
- The website should provide help, hints, or tips, and include examples, along with its search facility to aid the visitors
- Incase the Search Results also reflect the results from outside the concerned website; it should be clearly distinguished and mentioned on the top of the page

Hyperlinking

- Reference made on the website to sections/Rules/Forms/Circulars/Notifications should be suitably hyperlinked to their respective sections/Rules/Forms/Circulars/Notifications
- Visitors must be notified when they are leaving ITD website through a hyperlink and entering another one. Clear indications must be given when leaving the Government site for a non-Government website.
- The Hyperlinking policy* enumerating the detailed criteria and guidelines with respect to hyperlinks with other sites must be made available under the common heading of 'Hyperlinking Policy' and displayed at a common point on the home page
- Hyperlinks to Government websites, NSDL (online tax payment), UTI (Pan card application) must be made available on the website
- Gist of case laws pertaining to relevant sections should be provided through suitable hyperlinks

Policy & Other Specifications

- Privacy policy* (clearly stating the purpose for which personal information of visitors is being collected, whether the information shall be disclosed to anyone for any purpose and to whom) must be provided on the website
- Copyright policy* explaining the terms and conditions of usage and reference of information, material and documents must be provided on the website
- Clearly defined Terms & Conditions* including well-worded disclaimers regarding the usage of websites must be present on the website. Terms & Conditions shall address the following aspects:
 - Ownership Details
 - Usage Policy of Content
 - Legal Aspects
 - Responsibility towards hyperlinked Sites
- Any information in text, visual or any other media which may offend/harm the National sentiments, religious communities as well as security and integrity of the Country must be avoided on the websites
- The content of the websites must not be construed to be racist or communal in any manner whatsoever
- The content aimed at the common Public should be written in simple language so that people with diverse professional, educational and demographic backgrounds can easily comprehend

* Policy will be defined by DIT and the same will be provided to the Service Provider.

* Policy will be defined by DIT and the same will be provided to the Service Provider.

Content Specification¹⁶

Home Page

- Important dates section must be provided on the website
- Tenders/ Notifications issued by the Income Tax Department for goods, services and works should be made available through the website. Information may include the notifications and complete documents for tenders of all categories including open tenders, limited tenders, empanelment, auctions, work contracts, service contracts etc.
- A dedicated section to cover relevant Events & Announcements related to Income Tax Department must be provided on the website
- Website must ensure the availability of the following minimum content elements on the Home Page:
 - Department Name (alternatively, the name of the Project, Service etc as applicable)
 - State Emblem/Logo (as applicable)
 - About the Concerned Department (including its main activities & functions)
 - Link to all the main modules/sections of the site
 - A link to a contact Us page of the website
 - A link to the feedback/query/grievance page
 - A link to National Portal / important Government websites
 - Search/Site Map
 - Important Tax dates
 - A link to Terms of Use. (This broad head may include the Terms & Conditions, copyright information, the privacy policy statement and disclaimers)
 - Frequently Asked Questions
 - Date of website updation
 - Tax Forms
 - Link for RTI
 - Link for Ombudsman
 - Report Tax Evasion
 - Link to Knowledge Portal Page for officers
 - RSS Feeds

¹⁶ The Content Specification is indicative and would not be limited to the specification provided herein

- Apart from the Homepage, the subsequent pages of the website must have the following minimum information, in addition to the main content
 - Link to the Home Page
 - Link to the parent section/top module of the individual page
 - Link to the "Contact Us" page
 - Last modified / Updated date
- The Home page and every subsequent page of the website should display a time stamp indicating the following:
 - Date on which the information was posted on the website
 - Date on which the content was last reviewed and/or modified
- Breaking news section (where top 5 news items will be displayed) must be provided on the home page. Old news to be archived in the News section
- Media resource centre must be provided on the website
- A list of payment centers should be provided

Contact Us

- The website must have a 'Contact Us' page, linked from the Home Page and all relevant places in the website
 - The 'Contact Us' page should be categorized according to the various divisions handling different kind of queries; e.g. Grievance redressal, file status, procedural details etc.
 - The contact details for the various functionaries in the Department must have the telephone numbers, fax numbers, postal address as well as email address along with the timings specified for personal public dealing (if applicable)
- Feedback forms, with pre-decided fields, to be filled in by the visitors must be provided on the website. Also, a functional email address should be provided for directing feedback.
- Helpline (To enable citizens to contact the Department for any queries/concerns through email/call/form) must be provided on the website
- Number and email address of Ombudsmen should be provided through the website so that Taxpayers can contact the Ombudsmen directly, if required

About Us

- Following sections must be included in the About Us pages:
 - Profile
 - History/Background/milestone
 - Mission

- Vision 2020 should be published on the website
- Citizen's Charter
- Organisational Structure
 - Role/Functions/Responsibilities/Activities
 - Organization structure and functions of CBDT
 - List of all past Chairmen along with their Tenure

Acts, Rules, Circulars & Instructions

- Acts & Rules related to the following must be provided on the website for all years since 1922. Also, changes that have taken place in these Acts / Rules should be suitably hyperlinked along with suitable footnotes in each of the below stated acts / Rules:
 - Income Tax
 - Wealth Tax
 - Gift Tax
 - Expenditure Tax
 - Interest Tax
 - Finance Acts
 - Wherever an amendment is to take place with prospective effect in reference to the Finance Act, the text of all such amendments since 1961 should be made available through suitable hyperlinks
 - Wherever any text/ section has been omitted since 1961 in the Finance Act, omitted part should be made available in footnotes stating that "prior to omission it read as under through suitable hyperlinks
 - Wherever any text/section has been amended since 1961 by the Finance Act, amended part should be made available. Provision as it existed prior to amendment should be available in footnotes stating that "prior to amendment, it read as under" through hyperlink
- All Circulars / instructions / notifications should be interlinked through hyperlinking wherever required. The circulars / instructions / notifications should have applicable watermarks for deleted / amended / substituted circulars / instructions / notifications.
- Instructions related to DGIT (Systems) / DIT (system) relating to various modules like AST, AIS etc. should be made available through the website
- RTI Act and judicial pronouncements should be provided on the new website
- For every 'Rule', the name and link to the Parent Act from which the Rule has been derived must be mentioned for completeness and clarity

- The complete title of the Act as written in the official notification should be mentioned which should be self explanatory and devoid of any abbreviations etc which may render it universally incomprehensible
- The 'Extent of the Act' or the scope or geographical region to which the Act applies should also be mentioned. In case it is a central Act passed by the parliament, the extent is normally the whole of India. However, the acts passed by the state legislatures are usually confined to the boundaries of the concerned state
- The Commencement Date from which the Act comes into force should be mentioned. The date should be mentioned in the dd/mm/yyyy format
- All relevant Acts passed by the Parliament as well as the State Legislative Assemblies should be reflected on the website so that they can be accessed for reference. Further, the Rules/Sub-ordinate legislations issued by the Departments based on those Acts should also be displayed on the website.
- All official notifications including the following must be made available to the public through the Department's website
 - All Government Orders (meant to be in public domain)
 - All circulars meant for public consumption
 - Notifications issued by the concerned Department

Forms & Formats

- Tax forms must be made available in PDF format in English and Hindi on the website
- Fillable Forms/Income Tax returns relating to direct taxes should be made available through downloadable utility for all categories

Information for Taxpayers

- Assessee-wise information should be provided in this section. The following information should be included:
 - Taxpayer Booklets and Survey Manuals should be provided on the website
 - Information on treatment of income from different sources should be provided. Information on exemptions and the eligibility to qualify for these exemptions should be provided for all user categories. This information can be designed in form of a Database enabled with search and advanced search options for various category of Taxpayers
 - The website must have a 'Frequently Asked Questions' section linked from the Home Page and all other relevant places in the site. FAQs and their answers will be provided by the Income Tax Department
 - Existing tax calculator should be enhanced to allow detailed computation of tax for various category of Taxpayers
 - There should be a section providing information on overall tax collection and allocation, for creating awareness among the end-users

- There should be a section to provide answers to questions like, “Why should I pay tax”, “Why my employer deducts TDS”, etc. for creating awareness
- References to judicial definitions of relevant words & phrases as occurring in Income-tax Act should be provided on the website through suitable hyperlinks
- Allied Laws provisions referred to i.e. Income-tax Act should be provided through hyperlink

Budgets & Bills

- Union Budgets, Finance Minister’s speech and highlights of budget for all years since 1961 should be made available to the citizens through the new website
- Finance Bill / Act for all years along with related Memos and notifications should be made available on the new website along with text search and advanced search facility
- National Tax Tribunal Bill should also be placed on the website

Knowledge Management Portal (Secured Area)

- Transfer policy should be placed in the restricted area
- Judgments of Advanced ruling authority / Settlement authority
- 6th Pay commission report
- Civil list should be posted on the website
- GFR should be included in this section for the officers
- Leave Application forms for all types of leaves should be made available online
- Published Case Laws since 1886 (Supreme Court, High Courts, Authority for Advance Rulings and Income Tax Appellate Tribunals) relating to direct taxes and corporate laws. Published cases with multiple citations should be provided.
- The website should also facilitate uploading of Instructions from various Directorates
- Case Laws should be searchable¹⁷:
 - Party wise
 - Citation wise
 - Section wise
 - Court / Bench wise
 - Journal wise
 - Date wise

¹⁷ The search facility should be provided to search with all/any combinations mentioned below through advanced search option

- Appeal no. Wise
- Judges and Counsel wise
- Assessment year wise
- Subject wise search
- Text search (Key words) with advanced search facility
- References to Case Laws citations together with Circulars and Notifications should be provided through suitable hyper-links
- Facility to sort/search cases In favor of/against Revenue should be provided
- Judicial Interpretation of Case Laws which have wide acceptability with proper hyper linking
- Judicial Analysis of Circulars and Notifications, as requisitioned by DIT
- Best Practices and Assessment Orders should be provided in the restricted assess so that the officers can make use of them
- ACRs / APAR information / forms should be made available
- Administrative handbook should be made available through the new website
- Complete set of ITAT Orders of the last 5 years.
- Hyper-linking to Judicial Reference System and Directorate of L&R should be made.

8 Content Management

- Suitable Web Content Management software should be installed and suitable trainings must be conducted by the Service Provider. The functionality of the Content Management Software should include but not be limited to the following:
 - System should allow management of the process of content creation (directly or through templates), updation and approval
 - The website should support multiple contributors so that the updation of the website is regular however, a mechanism should be put in place to govern the same
 - The content management team would consist of senior DIT personnel supported by a team from the Service Provider. The three member team would be responsible for reviewing the content supplied by each of the stakeholders
 - The content must be approved by DIT appointed team prior to being uploaded on the website. An automated work flow management system should be deployed to facilitate the same.
 - Through internal workflow application authorized personnel in the various teams should be allowed to upload / update content through a database driven application onto the DIT website.

- The Service Provider is expected to assist DIT in formulating content updation policy

9 Design Requirements

Layout

- Website must be easy to use/navigate, interactive and architecturally sound
- The Gol website guidelines is to be adhered to for designing of the website
- The website should be divided into restricted access area and public access area
- Layout should be such that the complete page is visible in a single view on screen without scrolling the page
- Optimum content must be available on the homepage
- Department logo must be available on every page as well as a common header. Visual/textual identity elements highlighting the Indian Government's ownership of the site must prominently stand out on the page
- Cross-reference information must be hyperlinked from page to page within the website with the home page link always visible
- Images should be created in an appropriate format to minimize load time and maximize the display quality. There are three formats for displaying images in web browsers – GIF, JPEG and PNG. The size of image files should be reduced as much as possible to minimize the download time of web pages
- A meaningful explanatory text description must be specified for images using the ALT attribute. The ALT text for an image is displayed before the image is fully downloaded and also when cursor is over the image. The HEIGHT and WIDTH dimension attributes forces the browser to allocate space for images and download the text first. The height and width specifications should be the same as the actual height and width of the image. This speeds up the time to download the web page and display the content
- Website must have a user friendly layout. Following are some guidelines to achieve well laid out pages:
 - Most important elements should be visible on the first screen and should not go inside a scroll
 - Focus should be laid on a few important elements of the page, so that the visitor may be guided to those portions, which deserve most attention
 - There should be a clear demarcation of components. This can be guided by the Information Architecture where information of one kind is grouped together and presented visually at one point in the page
 - A consistent page layout should be maintained throughout the site. This means that the placement of navigation and text elements should be uniform across the website.

- Separate web-pages for various Directorates should be provided so that these pages can act as an interface between public and these Directorates

Nomenclature

- Consistency in nomenclature must be maintained across the website such as:
 - Currency: The mention of Indian Currency should be uniform across the website. As per international convention, any monetary value in terms of Indian currency may be described as INR (Indian Rupee)
 - Time: To mention timings in any context, the IST (Indian Standard Time) should be used and if possible, the standard reference of with respect to the more widely known internationally GMT (Greenwich Mean Time) may be mentioned
 - Phone Numbers: The format for mentioning the phone numbers should be according to international conventions (+Country Code – Area Code- Phone No.) and uniform across the website. E.g. +91- 11-24305364
 - Date: The format for date across all pages of the website should be dd/mm/yyyy to ensure uniformity

Page Design

- Homepages must be so designed to prominently highlight the most requested information and services. Further, the homepage should provide an easy-to- identify section where the purpose of the website and the value to citizens is explained in terms they can understand. Website must ensure that all information, which is of direct importance to the citizen, is accessible from the home page itself
- Homepage, all major entry points, and navigational elements of the website must be written in plain language. Language must be free from any spelling or grammatical errors of any kind. Further, there should be uniformity across the website when it comes to using British/American English
- Abbreviations/Acronyms should be avoided or expanded at all possible places
- The language used on the Government website must be non-offensive to any community and non-discriminatory in nature. Hence it is suggested that 'Consistent Content terminology and positioning' should be adopted by the website
- Website must have a navigation scheme that is used consistently across the website.
 - It must be possible for a visitor to reach the Homepage from any other page in the website
 - The positioning and terminology used for navigation items must be common across the website
 - Navigation items of the same type should look and behave the same way. For example, if a set of pages on one topic has subtopic links in the left navigation bar, pages on other topics should also have subtopic links in the left navigation bar that look and behave identically
- Links to under construction pages should be avoided as far as possible.

- Each page must be a stand alone entity in terms of ownership, navigation and context of content
- List of all levels between the home page and current page should be provided at the bottom of each page
- Navigation to external websites should be enabled in such a manner that the external website opens in a small sized browser window. This is to ensure that the context remains on the screen for the visitor

10 Graphics, Buttons and Icons

- While using national identity symbols like flag, national emblem etc., it must be ensured that the images are in a proper ratio and colour
- The graphic elements like buttons and icons should be simple and their meaning and symbolism should be self explanatory and relevant. This simply means that an icon should look like what it means
- Buttons and Icons should be large enough to be distinguishable on a high-resolution monitor, since the display size of components decreases with the increase in the screen resolution set by the user
- Graphics should not be used to present major content in an alternative style as those using text only browsers shall not be able to access the information thus rendering the site inaccessible to many

11 Typography

- The content of the site should be readable with default standard fonts
- Fonts like Verdana and Georgia that are suited for screen viewing may be used. Text that must be in a particular font for reasons such as branding may use an image and provide the same as Alt text
- When using Hindi/regional language fonts the page must be tested on major browsers for any inconsistency. Further, links to download the fonts must be provided to the visitors
- Italic fonts are not legible in small font sizes. All capital characters and italics should be used sparingly as they hinder legibility in big blocks of text
- Only 1 or 2 fonts should be used across a website, and use of too many font faces should be avoided
- Font properties should be such that the text must be readable both in electronic and print format

12 Colour

- There should be adequate contrast between text and background. Using combinations like red text on blue background makes the text unreadable

- Use of colour should depend on the type of target audience. For example a site for children may use bigger fonts and bright colours to grab the attention of kids while a site designed for researchers and academicians will focus primarily on content with subtle use of colours
- Websites should ensure the colours used for text and graphics look good on a variety of platforms, monitors and devices by selecting them from the 216-colour web-safe palette

13 Technical Requirements¹⁸

Website Technology

- The Technical requirements should meet the open standards, meta data and data standards, security standards published by Department of Information Technology (<http://egovstandards.gov.in>)
- The website shall be build on Service Oriented Architecture
- Indian Government websites/web documents/pages/forms should validate to following published grammars:
 - HTML 4.01
 - XHTML 1.01
 - XML 1.0
- The website design should support Webcasts
- Website must be capable to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc. preferably in HTML format
- Website must be designed for continuous operation 24 hours a day, 7 days a week with exception for times of scheduled maintenance
- Web pages must be tested at 56K dial-up modem speeds to ensure each webpage can be accessed as per SLAs defined.
- Web page size to be minimized: The total size of a web page (including code, images, and scripts) should be kept to a minimum to ensure acceptable download times for all users, especially those that do not have high-speed, reliable Internet connections
- Website must be tested for multiple browsers and versions of browsers, operating systems, connection speeds, and screen resolutions to ensure access by all
- Web pages should be tested for compliance with validation tools such as W3C mark-up validator. For further details on the above markup languages, visit the website of W3C at <http://www.w3c.org>
- Website must use Cascading Style Sheets as much as possible to control layouts/styles

¹⁸ Developers should read, understand and follow these best practices available on CERT-IN website (<http://www.cert-in.org.in>) during development.

- The web pages must have the same logical order without the style sheets as they have with the style sheets as style sheets are not consistently supported by different browsers and some older versions of the browsers do not support style sheets at all
- Websites should avoid the use of tables for layout and instead use style sheets since tables do not make much sense if they are linearised and that is how most screen readers read them
- Server side scripting languages should be preferred over client side since client side scripting may face issues of browser incompatibility, scripts being turned off by browsers, security etc.
- Sites must have image and graphic components in JPEG, PNG and GIF formats and the same should be compressed without losing on visual quality as far as possible, to allow faster downloads
- The website must provide a text equivalent for every non-text element (e.g., via "alt", "longdesc", or in element content), in a way that the meaning is same as the non-text element and is thus made accessible. This includes: images, graphical representations of text (including symbols), image map regions, animations (e.g., animated GIFs), applets and programmatic objects, ASCII art, frames, scripts, images used as list bullets, spacers, graphical buttons, sounds (played with or without user interaction), stand-alone audio files, audio tracks of video, and video
- Client Side Image Maps should be preferred over server side image maps. Redundant text links should also be provided for each active region of any image map and these must be located as close as possible to the image maps they relate to
- The website must not use any of the web technologies declared obsolete by W3C (list available at <http://www.w3.org/TR/html4/index/elements.html>)
- Non link printable characters; surrounded by spaces must be provided between adjacent links. Links placed too close to each other are difficult to visually comprehend, even for users with no visual impairment. Also, some assistive technologies have difficulty differentiating between hyperlinks when they have no visual (and correspondingly textual) separation. This can also be helpful for people with motor impairments
- It must be ensured that the main content of every webpage in the Government website can be printed correctly within the width of a portrait A4 sheet of paper. In case, a page requires landscape orientation or specific print settings (such as adjusted margins), to print correctly, it must be indicated clearly to the visitor
- Blinking or scrolling text or flashing objects must be avoided on the website
- All abbreviations and acronyms used in the website must be expanded
- All pages in the website must have a logical tab order through links, forms and objects
- All pages of the website must be printed correctly within the width of a portrait A4 sheet of paper by the user
- The target of each hyperlink must be clearly identified
- All the pages of the website must also be readable without style sheets

- Wherever a table has been given within the text, a summary of the same should also be provided
- All the pages of the website must be usable even on switching off the scripts, applets and other programmatic objects
- Keyboard shortcuts should be provided for important links and form controls
- To ensure access to persons with physical disabilities the website should conform to W3C's web content accessibility guidelines. The level 1 guideline according to the W3C standards for accessibility must be complied with immediately while the websites should aim to achieve level 2 conformances in the near future. Where conformance with W3C accessibility guidelines is not possible alternative version of content that is accessible must be provided
 - Information conveyed with color must also be available without color
 - Background color and the font color in the foreground must be contrasting

Website Security

- All possible security measures must be taken for the website to prevent any possible defacement/hacking by unscrupulous elements. However, if despite the security measures in place, such an eventuality occurs, contingency plan should immediately come into force. If it has been established beyond doubt that the website has been defaced, the site must be immediately blocked. The contingency plan must clearly indicate as to who is the person authorized to decide on the further course of action in such eventualities. The complete contact details of this authorized person must be available at all times with the web management team. Efforts should be made to restore the original site in the shortest possible time. At the same time, the website should be compliant with the Security Audit guidelines issued by CERT-IN from time-to-time.
- Developers should read, understand and follow these best practices available on CERT-IN website (<http://www.cert-in.org.in>) during development
- The new DIT website shall conform to the 'Guidelines for Indian Government Websites' prepared by NIC for Government of India
- Integrity of critical application files should be checked once a week.
- Full backup should be taken every week and incremental back up should be taken on a daily basis
- Prior to making downloadable material available for visitors, the website must check for viruses and clear them
- BCP / DRP should be put in place by the Service Provider
- The security plan made by the Service Provider must be vetted by Cert-In
- It is recommended that the websites undergoes security audit from empanelled agencies prior to hosting and after addition of new modules or as desired by NIC.

Document Properties

- Documents should be provided in standard HTML format. However, when it is important to retain the original formatting of a document, such as forms or brochures, Portable Document Formats (PDF), such as Adobe Acrobat, should be used. When using PDF files, Departments must provide a link to the website from where the PDF reader can be downloaded free of cost
- All non html attachments/formats should display a summary or overview to allow visitors to evaluate the link before downloading
- The documents should not be available only in proprietary formats that require purchase or licensing of commercial software (for example, MS Word, MS PowerPoint). If for some reason, organizations must use these formats, they should ensure that the intended audience is known to have ready access to the appropriate software or they must provide a link to download the appropriate viewer or plug-in
- When the document has been provided in Portable Document Format, websites should include a text description of the document, including the title, file type, file size, and effective date
- Links to web documents must indicate the document size and type which must either be included in the link itself and/or in the title tag
- Provision should be given to the concerned Department to remotely update their website in a secured manner

Website Search through Search Engines

- Searching for the website in a search engine by using the Department name or the services offered by it as keywords must bring the website in the first five results on major search engines. In order to achieve this, the following guidelines may be followed:
 - The Page Title should include useful and distinctive indication of the contents and should be self-explanatory. The HTML title should be chosen carefully considering its role in search engine indexing, query responses, window title bar, and in bookmark labels
 - Website must provide metadata for page title, keywords and description at least on Home Page and all important entry pages
 - Department name, services offered, schemes, location etc should form a part of the Meta information (metatags) of the html page. The important metatags that must be included are the title tag, keywords tag and the description. These tags are present in the <head> portion of the html page and while they are not displayed as part of the page content in web, search engines can read them
 - Search engines often display the first few lines of a web page to help searchers to identify the sites they want to visit. The DESCRIPTION metatag should be used to provide guidance to search engines on what to present users in the search response
 - Search engines only consider some limited number of keywords when indexing pages. The website should present keywords in priority order and without duplication

- As far as possible, the content of the web page should be in textual form, including hyperlinks. Important points/programmes/schemes etc should be highlighted as bold or form a part of the page / paragraph heading
- The non-textual portion of the page content like images must have proper alt tags defined. The alt attribute is also required to ensure universal accessibility of content and further facilitates indexing
- HTML links should be specific e.g. instead of just 'Our Programmes' a link saying 'The Programmes of DIT...' will be more favorable for a search engine
- Link exchange with related Government sites increases the weightage of the site for search engine, thus impairing its ranking in search results. It will also bring more visitors, who are looking for similar schemes, services or information, to the site

A blurred office background featuring a window with a grid pattern, a desk with a pen holder containing several pens, and a roll of paper in the foreground.

TENDER NO. egov/3/2010 DATED 17/11/2010

DIRECTORATE OF INCOME-TAX (SYSTEMS)

Section VI – Standard form of Contract

Section VI – Standard Form of Contract

Contents

- 1 Draft Agreement Form
- 2 General Conditions of Contract
 - General Provisions
 - Commencement, Completion, Modification and Termination of Contract
 - Obligations of the Service Provider
 - Service Providers' Personnel and Consortium Partner
 - Obligations of the Employer
 - Payments to the Service Provider
 - Fairness and Good Faith
 - Settlement of Disputes
 - Liquidated Damages/Penalty
 - Miscellaneous Provisions
- 3 Special Conditions of Contract
- 4 Appendices

Section VI

1 Draft Agreement Form

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India acting through **Ms Lekha Kumar, Director of Income Tax (Systems)-IV, Directorate of Income Tax (Systems)**, Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, Government of India, A. R. A Centre, Ground Floor, E-2, Jhandewalan Extension, New Delhi 110055, (hereinafter called the "Employer"), of the First Part and, [name of Service Provider], a company incorporated and registered in India under the Companies Act, 1956, and having its Registered Office at _____(hereinafter referred to as "____") of the Second Part acting through _____and, on the other hand, a joint venture consisting of the following entities, namely, lead Service Provider [name of lead Service Provider] and [name of Service Provider/s] (hereinafter called the "Service Provider").

WHEREAS

- a) The Directorate of Income-tax(Systems) issued Tender No: **egov/3/2010** dated 17/11/2010 for design, development, maintenance and content management of the website of ITD;
- b) "(Name of Service Provider)", and thereafter in its place ""(Name of Service Provider)", the "Service Provider", have represented to the "Employer" that they have the required capabilities, professional skills, personnel and technical resources, and has offered to provide in response to the Tender No **egov/3/2010** dated 17/11/2010 issued by the "Employer";
- c) the "Employer" has accepted the offer of Service Provider 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 Agreement:
 - a. The General Conditions of Contract;
 - b. The Special Conditions of Contract;
 - c. The following Appendices:
 - i. Appendix A: Description of Services
 - ii. Appendix B: Reporting Requirements
 - iii. Appendix C: Staffing schedule
 - iv. Appendix D: Cost Estimates
 - v. Appendix E: Duties of the "Employer"
 - vi. Appendix F: Duties of the Service Provider

2 The mutual rights and obligations of the "Employer" and the Service Provider shall be as set forth in the Agreement, in particular:

(a) The Service Providers shall carry out and complete the Services in accordance with the provisions of the Agreement; and

(b) The "Employer" shall make payments to the Service Provider in accordance with the provisions of the Agreement.

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

Signed, Sealed and Delivered for & on behalf of M/s _____

Signed, Sealed and Delivered for & on behalf of the President of India acting through Director of Income Tax (Systems)-IV

Signed
Name : _____
Designation : _____

Signed
Name : _____
Designation : _____

Date : __.__.2010

Date : __.__.2010

Place : **New Delhi**

Place : **New Delhi**

in the presence of :

in the presence of :

Signed
Name : _____
Designation : _____

Signed
Name : _____
Designation : _____

Date : __.__.2010

Date : __.__.2010

Place : **New Delhi**

Place : **New Delhi**

For and on behalf of each of the Members of the Service Provider.

Signed

Name : _____

Designation : _____

Date : __.__.2010

Place : **New Delhi**

in the presence of :

Signed

Name : _____

Designation : _____

Date : __.__.2010

Place : **New Delhi**

Annexe A

2 General Conditions of Contract (GCC)**1 GENERAL PROVISIONS**

- 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. **"Service Provider"** means any private or public entity that will provide the Services to the "Employer" under the Contract. It also means the person or the firm or the company with whom the order for Services viz. development, maintenance and content management of the website of Income Tax Department (ITD) is placed and shall be deemed to include the Service Provider's successors, representatives (approved by the Employer), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of 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's" 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 and "Members" means all these entities.
 - k. **"Party"** means the "Employer" or the "Service Provider", as the case may be, and "Parties" means both of them.
 - l. **"Personnel"** means professionals and support staff provided by the "Service Provider" 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; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
 - m. **"Reimbursable expenses"** means all assignment-related costs, wherever applicable and not specified in the Terms of reference - Section V [such as travel, translation, report printing, secretarial expenses etc.]

- 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 "Service Provider" pursuant to this Contract, as described in Appendix A hereto. "Service" also means services to be provided by the Service Provider as per the requirements specified in Schedule V of Tender No: **egov/3/2010** dated 17/11/2010 issued by the "Employer" and any other incidental services, such as setting up of necessary infrastructure, implementation, provision of technical assistance, training and other such obligations of the Service Provider covered under the Contract.
 - p. **"Sub-Service Provider"** means any person or entity to whom/which the "Service Provider" subcontracts any part of the Services.
 - q. **"Third Party"** means any person or entity other than the "Employer", or the "Service Provider".
 - r. **"In writing"** means communicated in written form with proof of receipt.
 - s. **"DIT (Systems)"** means the Director of Income-tax (Systems)-IV or any other representative authorized by the Director of Income-Tax (Systems)-IV.
 - t. **"Purchase Officer"** means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Employer.
 - u. **"The Contract Price"** means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - v. **"Acceptance of Tender"** means the letter/telex/telegram/ fax or any memorandum communicating to the Tenderer the acceptance of his tender and includes an advance acceptance of his tender.
 - w. **"ITD"** means the Income-Tax Department
- 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 Service Provider. The Service Provider, 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.
- 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.
- 1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.5 **Notices**
- 1.5.1 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.
 - 1.5.2 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

- 1.6 **Location:** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve
- 1.7 **Authority of Lead Partner:** In case the Service Provider consists of a consortium, the Members hereby authorize the entity specified (Lead Bidder) in the SC to act on their behalf in exercising all the Service Provider's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member of the consortium shall be jointly and severally liable for all obligations of the Service Provider under this Contract.
- 1.8 **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 Service Provider may be taken or executed by the officials specified in the SC.
- 1.9 **Taxes and Duties:** The "Service Provider" and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. However, Service tax in respect of the services provided to the "Employer" shall be payable extra by the Employer if so stipulated in the Notification of Award. If there is any increase/decrease in Service tax due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Employer.
- 1.10 **Fraud and Corruption**
- 1.10.1 **Definitions:** It is the Employer's policy to require that Employers as well as Service Providers 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:
- a. **"corrupt practice"** means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
 - b. **"fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - c. **"collusive practices"** means a scheme or arrangement between two or more Service Providers, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
 - d. **"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;
- 1.10.2 **Measures to be taken by the Employer**
- a. The Employer may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
 - b. The Employer may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time

determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

- 1.10.3 **Commissions and Fees** At the time of execution of this Contract, the Service Providers 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.

1.11 **Use of Contract Documents and Information**

- 1.11.1 The Service Provider shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 1.11.2 The Service Provider shall not, without the Employer's prior written consent, make use of any document or information enumerated in Clause 3 of Section II of Tender No: **egov/3/2010** dated 17/11/2010 issued by the "Employer" except for purposes of performing the Contract.
- 1.11.3 Any document, other than the Contract itself, enumerated in Clause 3 of Section II of Tender No: **egov/3/2010** dated 17/11/2010 issued by the "Employer" shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Service Provider's performance under the Contract, if so required by the Employer.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 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 Service Provider instructing the Service Provider to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SCC have been met.
- 2.2 **Performance Security:** Within 15 days of the receipt of the notification of award from the Employer, the Service Provider shall furnish Performance Security to the Employer, which shall be equal to 10% of the value of the Contract and shall be in the form of a Guarantee Bond from a Nationalized/ Scheduled Bank in the proforma given at Appendix B of Tender No: **egov/3/2010** dated 17/11/2010 issued by the "Employer".
- 2.3 Failure of the Service Provider to comply with the requirement of clause 2.1.1 of GC shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.
- 2.4 The "Service Provider" has commenced carrying out the services from dd/mm/yyyy, the "Date of Commencement of Services"
- 2.5 **Expiration of Contract:** The contract initially shall be for a period of five years from the effective date.
- 2.6 **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.
- 2.7 **Modifications or Variations:**
- a. The Employer may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract.
 - b. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this Clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Purchaser's changed order. The Service Provider will disclose the estimation methodology and tools for effort estimation to DIT. However, under no circumstances the man-month rate would be more than the rates specified in FIN Form 5.
 - c. If at any time during the performance of the Contract, the "Service Provider" should encounter conditions impeding timely completion of the services under the contract and performance of services, the "Service Provider" shall promptly notify the "Employer" in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable, after receipt of the "Service Provider's" notice, the "Employer" shall evaluate the situation and may at its discretion extend the "Service Provider's" time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.
- 2.8 **Force Majeure**

2.8.1 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, revolution, earthquake, epidemics, quarantine restrictions, freight embargoes, 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), acts of the Employer either in its sovereign or contractual capacity 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 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.

2.7.2 **No Breach of Contract:** The failure of a Party to fulfill 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.

2.7.3 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 Service Provider, upon instructions by the "Employer", shall either:

- (i) demobilize; or
 - (ii) continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro rata 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 GCC 8.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider 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 Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension

2.9 Termination

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 (j) of this Clause GCC 2.9.1.

- (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 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 Service Provider becomes (or, if the Service Provider 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 Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.
- (d) If the Service Provider, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Service Provider submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer". If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (f) If the "Service Provider" fails to provide the quality services as envisaged under this Contract. The officer/agency nominated by the Employer 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 officer/agency nominated by the Employer may decide to give one chance to the "Service Provider" to improve the quality of the services.

- (g) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (i) If during the period of Contract any violation of the terms or any wrongful act, which may invite national security or breach of Employer's work process, or any act which amounts to break of any Government laws or Rules
- (j) If the Service Provider divulges/reveals/shares the data supplied while design, development and maintenance of the website of ITD

In such an occurrence the "Employer" shall give a not less than one eighty (180) days written notice of termination to the "Service Provider", or shall terminate the Contract with immediate effect in case of event referred to in (i) or (j). In case of the event referred to in (h), the Employer may, by written notice sent to the Service Provider, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

2.9.2 By the Service Provider: The Service Provider may terminate this Contract, by not less than one eighty (180) 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 GCC 2.9.2.

- (a) If the "Employer" fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service Provider 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 pursuant to Clause GCC 8 hereof.
- (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 Service Provider may have subsequently approved in writing) following the receipt by the "Employer" of the Service Provider's notice specifying such breach.

- 2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 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 GCC 3.3 hereof,
 - (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6 hereof, and
 - (iv) any right which a Party may have under the Law.
- 2.9.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Service Provider 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 Service Provider and equipment and materials furnished by the "Employer", the Service Provider shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.
- 2.9.5 **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the "Employer" shall make the following payments to the Service Provider:
- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GCC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GCC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
 - (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider making 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/penalty as per the provisions of Clause 9 of this agreement. The Service Provider will be required to pay any such liquidated damages/penalty to Employer within 30 days of termination date.
- 2.9.6 **Disputes about Events of Termination:**
- If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 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 GCC 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.

3 OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

3.1.1 **Standard of Performance:** The Service Provider 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 Service Provider 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.

3.2 Conflict of Interests: The Service Provider shall hold the "Employer's interests 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 Service Provider shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Service Provider not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Service Provider pursuant to Clause GCC 6 hereof shall constitute the Service Provider's only payment in connection with this Contract and, subject to Clause GCC 3.2.2 hereof, the Service Provider 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 Service Provider shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, or services, the Service Provider 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 Service Provider in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 **Service Provider and Affiliates Not to Engage in Certain Activities:** The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any consortium partner and any entity affiliated with such consortium partner, shall be disqualified from providing goods or services (other than consulting services)

resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project.

- 3.2.3 **Prohibition of Conflicting Activities:** The Service Provider shall not engage, and shall cause their Personnel as well as their consortium partner and 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.

3.3 **Confidentiality:**

- 1 Except with the prior written consent of the "Employer", the "Service Provider" 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 "Service Provider" and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services. 3.3.2 The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contracts, Employer's business or operations without the prior written consent of the Employer.

- 2 The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, use the name or the logo of the Employer or the Income Tax Department except and to the extent authorized by Employer.

- 3 The Service Provider and their personnel shall not misuse or disclose any confidential information, which they come to know during the currency of this contract. The Service Provider shall be liable to fully recompense the Employer for any loss of revenue arising from breach of confidentiality.

- 4 The Service Provider shall abide with the ITD Information Confidentiality Agreement (ICA), and shall sign a separate Non Disclosure Agreement (NDA) with the Employer.

- 3.4 **Insurance to be taken out by the Service Provider:** The Service Provider (i) shall take out and maintain, and shall cause consortium partner to take out and maintain insurance, at their own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

- 3.5 **Accounting, Inspection and Auditing:** The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

- 3.6 **Service Provider's Actions Requiring "Employer's Prior Approval:** The Service Provider shall obtain the "Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in **Appendix C.**

- (b) Subcontracts: the Service Provider shall not subcontract part or complete work relating to Services being provided to the Employer.
- 3.7 **Service Obligations:** The Service Provider shall carry out services generally described in Appendix A and Appendix F, with reference to the Schedule of Requirements in Section V of Tender No: **egov/3/2010** dated 17/11/2010 issued by the "Employer". Performance of the Contract shall be made by the Service Provider in accordance with the time schedule specified by the Employer in Appendix B. The Service Provider is expected to enter into a Service Level Agreement based on the parameters detailed in Appendix B.
- 3.8 **Documents Prepared by the Service Provider to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software including the source code and subsequent versions of the website and content on the website prepared by the Service Provider for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Service Provider 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 Service Provider 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 Service Provider and third parties for purposes of development of any such computer programs, the Service Provider 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.
- 3.9 **Equipment, Vehicles and Materials Furnished by the "Employer":** Equipment, vehicles and materials, (if required during the contract) made available to the Service Provider by the "Employer", or purchased by the Service Provider 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 Service Provider shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's" instructions. While in possession of such equipment, vehicles and materials, the Service Provider, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.
- 3.10 **Intellectual Property Rights**
- 1 The Service Provider shall indemnify the Employer against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Software and related services or any part thereof.
 - 2 All software systems, processes and documents etc including the source code of the website and content on the website developed or customized or used by the Service Provider shall become intellectual property of the Employer and Service Provider shall not have any claim on software on expiry of Contract.
 - 3 The Service Provider will not use Employer's information for any activity outside of providing agreed services on behalf of the Employer.
 - 4 All information provided by the Employer or data collected by the Service Provider will be considered confidential and will be handled by the Service

Provider as Employer's Confidential Information. The Employer will be the owner of such confidential information.

- 5 All the information transacted between the Employer and the Service Provider, belonging to each other, should be duly handed over to each other in the event of separation.
- 6 The Service Provider shall maintain full confidentiality of the data obtained while development and maintenance of the ITD website. Under no circumstances the Service Provider shall divulge/reveal/share such data. Service Provider shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of the Employer and shall be handed over to the Employer on expiry of the contract or when asked for during the currency of the contract. The facility should have appropriate electronic access control systems to ensure only authorized personnel have access.

3.11 **Systems / Security Audit** The systems / security audit will be conducted by the Employer or Employer appointed consultant at least twice a year during the currency of the contract.

3.12 **Quality Monitoring and Reporting**

- 1 The Service Provider will be expected to perform periodic monitoring of maintenance activities of the website. SLA reports should be made available for Employer's review upon request.
- 2 The Service Provider will provide improvement plans for any services not meeting SLA Parameters.
- 3 The Employer shall also conduct periodic technical audits of IT infrastructure.
- 4 The Employer shall have the right to order any other audit as per the established practices in the industry.

3.13 **Separation of Business Process**

- 1 The Service Provider shall physically and logically separate the business process of the Employer from all other business processes running at Service Provider's premises.
- 2 The Service Provider will be required to enter into a contractual agreement with the Employer to ensure that no unauthorized person has access to the Employer related information.

4 **SERVICE PROVIDERS' PERSONNEL**

4.1 **General:** The Service Provider shall employ and provide such qualified and experienced Personnel and Consortium Partner as are required to carry out the Services.

4.2 **Description of Personnel:**

- 1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Service Provider's Key Personnel are as per the Service Provider's bid and are described in **Appendix C**. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

- 2 If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in **Appendix C** may be made by the Service Provider by written notice to the "Employer", provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and
 - 3 That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.
 - 4 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated periods of engagement of Key Personnel set forth in **Appendix C** may be increased by agreement in writing between the "Employer" and the Service Provider. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.
- 4.3 **Approval of Personnel:** The Key Personnel listed by title as well as by name in Appendix **C** are hereby approved by the "Employer". In respect of other Personnel which the Service Provider proposes to use in the carrying out of the Services, the Service Provider shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer". Service Provider will seek explicit NOC for change of personnel or appointment of new personnel.
- 4.4 **Removal and/or Replacement of Personnel:**
- 1 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 Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
 - 2 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 Service Provider 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".
- 4.5 **Project Manager:** If required by the SC, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services a project manager, acceptable to the "Employer", shall take charge of the performance of such Services.
- 4.6 **Obligations**
- 1 The Service Provider will be liable to adhere to all the labour laws and any other laws as may be applicable from time to time. Any violation in this regard will empower ITD to terminate the contract.
 - 2 There will not be any employer/employee relationship between ITD and staff of Service Provider and hence ITD will not be liable for any action taken-grievance made by the staff of the Service Provider under the provisions of labour laws.

- 3 If complaint is received against any of the staff or his/her performance is found to be lacking in the opinion of Income-Tax Department then the Service Provider will be informed about complaints/performance deficiencies and it would be required to take necessary remedial action.

5 OBLIGATIONS OF THE "Employer"

- 5.1 **Assistance and Exemptions:** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:
 - Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - Provide to the Service Provider and Personnel any such other assistance as may be specified in the SC.
- 5.2 **Changes in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 6.1(b).
- 5.3 **Services, Facilities and Property of the "Employer":**
 - The "Employer" shall make available to the Service Provider and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property (if required during the contract) described in **Appendix E** at the times and in the manner specified in said **Appendix E**.
 - In case that such services, facilities and property shall not be made available to the Service Provider as and when specified in **Appendix E**, the Parties shall agree on any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services.
- 5.4 **Payment:** In consideration of the Services performed by the Service Provider under this Contract, the "Employer" shall make to the Service Provider such payments and in such manner as is provided by Clause GCC 6 of this Contract.
- 5.5 **Counterpart Personnel:**
 - If necessary, the "Employer" shall make available to the Service Provider free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Service Provider's advice, if specified in **Appendix E**.
 - Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is consistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

6 PAYMENTS TO THE SERVICE PROVIDER

6.1 Total Cost of the Services

- a. The total cost of the Services payable is set forth in **Appendix D** as per the Service Provider's bid to the Employer and as negotiated thereafter.
- b. Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the amount specified in **Appendix D**.
- c. Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Service Provider in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

- 6.2 **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 in stead of Indian Rupees]

6.3 Terms of Payment

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

- a. The "Service Provider" shall submit the invoice for payment when the payment is due as per the agreed terms.
- b. Once an invoice is submitted, the Employer shall release the requisite payment upon acceptance of the services. However, if the Employer fails to intimate acceptance of the services or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the "Service Provider" without further delay. The payment shall be released on satisfactory completion of work.
- c. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the services by the Employer after submission by the "Service Provider" with / without changes to be communicated in writing by the Employer to the "Service Provider".
- d. If the services of the "Service Provider" are not acceptable to the Employer / officer/agency nominated by the Employer, or if the Service Provider fails to perform any of its obligations under this Contract (including the carrying out of the Services), reasons for such non-acceptance, including failure, should be recorded in writing and communicated to the Service Provider in a notice; the Employer shall not release the payment due to the "Service Provider". This is without prejudicing the Employer's right to levy any liquidated damages/penalty under clause 9. In such case, the payment will be released to the "Service Provider" only after it remedies the service and which is accepted by the Employer.
- e. All payments under this Contract shall be issued by cheque.
- f. Payments do not constitute acceptance of the Services nor relieve the "Service Provider" of any obligations hereunder, unless the acceptance has been communicated by the Employer to the "Service Provider" in writing and the "Service Provider" has made necessary changes as per the comments / suggestions of the Employer communicated to the "Service Provider".

- g. In case of early termination of the contract, the payment shall be made to the "Service Provider" as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The "Service Provider" shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the "Service Provider" in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.
- h. Payments shall be subject to deductions of any amount, for which the Service Provider is liable under the agreement against this tender.
- 6.4 **"No Claim" Certificate** The Service Provider shall not be entitled to make any claim, whatsoever against the Employer, under or by virtue of or arising out of, this contract, nor shall the Employer entertain or consider any such claim, if made by the Service Provider after he shall have signed a "No claim" certificate in favour of the Employer in such forms as shall be required by the Employer after the works are finally accepted.
- 6.5 **Satisfactory complimentary Performance** The Service Provider shall, notwithstanding any thing stated in other Clauses of this Contract guarantee satisfactory performance of the Services enumerated in the contract and in future undertake to reimburse the Employer or any agency nominated by the Employer, all payments made in pursuance of this contract and such other costs as may be decided by mutual consent or by an arbitrator as envisaged in Clause 8.
- 7 FAIRNESS AND GOOD FAITH**
- 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.
- 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 8 hereof
- 8 SETTLEMENT OF DISPUTES**
- 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 GCC 8.2 shall become applicable.

- 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 Service Provider, 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 Service Provider, 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 SCC 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 Service Provider. 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.

9 Liquidated Damages /Penalty

- 1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages/penalty, as defined hereunder as per the provisions of this Contract.
- 2 The "Service Provider" shall pay liquidated damages/penalty equal to six months maintenance charges to the Employer on any violation of the Confidentiality clause set forth in Clause GCC 3.3
- 3 In case the Service Provider fails to provide one full time qualified developer/administrator at the disposal of the Employer, penalty may be imposed at Rs.1, 000/- per day
- 4 The Employer will forfeit the security deposit and encash Performance Security for unsatisfactory services after allowing reasonable chance to set right the service deficiencies to the full satisfaction of the Employer
- 5 SLAs would be monitored on a quarterly basis and penalties would be deducted from the payment due for the 3rd month of the quarter
- 6 The amount of liquidated damages/penalty under this Contract shall not exceed 20% of monthly maintenance charges in case of non-compliance with SLA* as defined below:-

#	Criteria	Service Level
1	Website uptime	99.9%

#	Criteria	Service Level
2	Closure of modification / updation required	24 Hours
3	Updation of Laws/ Acts/ Circulars/ Notifications related to the Direct Taxes, such as Income Tax, Wealth Tax, Gift Tax, Expenditure Tax, Interest Tax, BCTT, STT etc., content on website issued by CBDT	Within 24 hours of public notification by CBDTs
4	Updation of press releases and other important news items on the website	On the same day of release
5	Errors in Content uploaded	Zero error
6	Patch management (for Operating system and Database)	Within 24 hours of release of patch
7	Page loading time (time taken between click of the link to the complete loading of the page)	<=7 seconds on 56 Kbps connection
8	Browser compatibility	The website should be displayed accurately in different browsers. Which should include (but not limited to) ¹⁹ <ul style="list-style-type: none"> • Internet Explorer 5.5 and above • Mozilla Firefox 3.0 • Google Chrome • Safari 4 and above
9	Backup	Full backup should be taken every week and incremental back up should be taken on a daily basis
10	Disaster Recovery Site	DR site should be made available within one hour of primary site not being available
11	Response time for queries posted by citizens (Level 1 support)	Next working day
12	Website Monitoring, Search Engine Positioning and SLA Monitoring	Fortnightly reports to be submitted to DIT
13	Website Development	4 months

¹⁹ The Service Provider must test the website on the latest browsers available on a six monthly basis. The reports for the same should be shared with DIT

**SLAs would be monitored on a quarterly basis and penalties would be deducted by the Employer from the payment due for the respective quarter*

10 Miscellaneous provisions:

- 1 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.
- 2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 3 The "Service Provider" 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.
- 4 Each member of the "Service Provider" shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates under the Contract.
- 5 The "Service Provider" shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 6 The "Service Provider" shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the "Service Provider's") employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the "Service Provider".
- 7 The "Service Provider" shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, consortium partner, suppliers, agent(s), employed engaged or otherwise working for the "Service Provider", in respect of wages, salaries, remuneration, compensation or the like.
- 8 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 9 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 "Service Provider" for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.
- 10 Loss of Revenue to the Employer: The Service Provider shall be vicariously liable to indemnify the Employer in case of any misuse of data / information by the Service Provider, deliberate or otherwise, which comes into the knowledge of the Employer during the performance or currency of the contract.

3 SPECIAL CONDITIONS OF CONTRACT

Clauses in brackets {} are optional; all notes should be deleted in final text

SCC Clause	Ref. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>1. "Employer" : Directorate of Income Tax(Systems)-IV Attention : Facsimile :</p> <p>2. "Service Provider" : Attention: Facsimile:</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Service Provider consists of a joint venture, the name of the entity whose address is specified in Clause SCC 1.6 should be inserted here. If the Service Provider consists only of one entity, this Clause SCC 1.8 should be deleted from the SCC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the "Employer":</p> <p>For the "Service Provider":</p>
4	2.1	The effectiveness conditions are the following:
5	2.2	The time period shall be: 2 weeks
6	2.3	The time period shall be 2 weeks

SCC Clause	Ref. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
7	2.4	The time period shall be as per time lines specified in Data Sheet(Part II) of Section 2 of the RFP
8	3.4	Limitation of the Service Provider's Liability towards the "Employer": To be governed by the Applicable Laws of India
9	3.4	<p>The risks and the insurance coverage shall be as follows:</p> <p>(a) Professional liability insurance to cover the Employer against any loss suffered by the Employer due to the professional service provided by the Service Provider, with a minimum coverage of estimated remuneration;</p> <p>(b) Workers' compensation insurance in respect of the Personnel of the Service Provider and of consortium partner, 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>(c) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any documents prepared by the Service Provider in the performance of the Services, by theft, fire or any natural calamity.</p>
10	4.5	The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GCC 4.5.
11	5.1	Deleted
12	6.1(b)	Deleted
13	6.3	Payments will be based on basis of milestones, i.e. the submission of Deliverables listed in Section 5 of the RFP. Payments will be made as per the following milestones:

SCC Clause	Ref. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract			
		S. No.	Milestone (with reference to phases)	Time period of submission*	Payment (as % of the total service cost)
		1	Completion of Design, Development, Testing & Setting up of UAT environment	100 days	50% of phase I total
		2	On acceptance of website by DIT	120 days	50% of phase I total
		3	Maintenance	NA	Quarterly
14	8.3	The Arbitration proceedings shall take place in New Delhi in India.			

Signed, Sealed and Delivered for & on behalf of M/s _____

Signed, Sealed and Delivered for & on behalf of the President of India acting through Director of Income Tax (Systems)-IV

Signed
 Name : _____
 Designation : _____
 Date : __.__.2010
 Place : **New Delhi**

Signed
 Name : _____
 Designation : _____
 Date : __.__.2010
 Place : **New Delhi**

in the presence of :

in the presence of :

Signed
 Name : _____
 Designation : _____

Signed
 Name : _____
 Designation : _____

Date : __.__.2010

Place : **New Delhi**

Date : __.__.2010

Place : **New Delhi**

For and on behalf of each of the Members of the Service Provider.

Signed

Name : _____

Designation : _____

Date : __.__.2010

Place : **New Delhi**

in the presence of :

Signed

Name : _____

Designation : _____

Date : __.__.2010

Place : **New Delhi**

4 APPENDICES

APPENDIX A - DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Service Providers during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the Memorandum of Understanding with the consortium partner, if any)

APPENDIX D - Total COST OF SERVICES IN

(Include here the rates quoted in the financial bid or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE "Employer"

No office space or office equipment/facilities like computer, printer, consumables etc. will be made available to the Service Provider. No counterpart personal will be made available to the Service Provider.

However, Service Provider should be available at Directorate of Income-tax(Systems) office(s) for meetings as and when scheduled/required, for which no additional payment over and above the contracted amount will be made. A team of officers at the Directorate will interact with the Service Provider for exchange of documents/ information/ discussion.

APPENDIX F: DUTIES OF THE SERVICE PROVIDER