



GOVERNMENT OF INDIA  
DIRECTORATE OF INCOME TAX  
HUMAN RESOURCE DEVELOPMENT  
CENTRAL BOARD OF DIRECT TAXES

ICADR Building, Plot No. 6, Vasant Kunj Institutional Area Phase-II,  
New Delhi – 110070. Ph. 26130594, Fax 26130594.

F.No.HRD/AD/838/5/2016-17/745

Date:05.05.2016

**Sub: Comprehensive Software For Automated Management Of Daks /Files With MIS, Reporting And Alert Systems In The Office Of The Directorate Of Income-Tax (HRD), Delhi.**

On behalf of the President of India, Director of Income Tax (Human Resources Development), New Delhi, proposes to create comprehensive software for automated management of daks/files with MIS, reporting and alert systems and robust RDBMS for deployment the office of the Directorate of Income-tax (HRD), Delhi through an open tender. Therefore Directorate of Income Tax (HRD) invites quotations in sealed covers from reputed vendors for empanelment.

**ELIGIBILITY CRITERIA**

- The bidder must have past experience of providing software for automated management of daks/files with MIS, reporting and alert systems in Govt. of India preferably Income Tax Department.
- The Bidder should be registered in India. Certificate of Incorporation, Copy of PAN, and Service
- Tax Registration should be submitted.
- Bidder must submit all forms along with technical and commercial bids

**BID SUBMISSION AND OPENING**

The bid should be submitted by the vendors by **1.00 PM of 16-05-2016** in the Tender Box placed at Directorate Reception at 2<sup>nd</sup> Floor, ICADR Building, Plot No.6, Vasant Kunj Institutional Area Phase-II, New Delhi-110070.

The bid shall consist of two parts- Technical Bid and Price Bid. Both the bids are to be placed in two sealed envelopes (clearly super scribing 'Technical Bid' and 'Price bid' which in turn are to be placed in one sealed cover). The Bids of all parties whose Price bid is not in a separate sealed cover or the rates quoted by them finds mention in their Technical Bid shall be rejected forthwith. All the information sought under The head 'Terms and Conditions' and 'other Information to be supplied with Technical Bid' is to be given in **Technical Bid**, while the price quoted by them will have to be mentioned only in the Price Bid. The Price Bids of only those parties shall be opened whose Technical Bids are found to be eligible. The Technical bid shall be opened at **3.00 PM on 18-05-2016** in the Directorate in presence of only one representative of each of the bidder who wishes to be present. The decision of Bid Evaluation Committee shall be final with regard to technical bids. Immediately after opening of technical bids, Price bids of only the qualified bidders shall be opened.

**TECHNICAL BID (other Information to be supplied with Technical Bid) according to schedule I**

**INSTRUCTIONS TO BIDDERS:-**

- The quotation shall be submitted in two parts, Technical and Commercial and must be sealed in two separate envelopes clearly marked as "TECHNICAL BID" and "COMMERCIAL BID". These two sealed envelopes need to be enclosed in one sealed envelope/cover.

- Sealed offers shall be submitted in the tender box at the following address of Income Tax Department latest by 1:00 PM on 16-05-2016. Offers delivered after this time and date shall be summarily rejected and returned unopened.

Reception  
2<sup>nd</sup> floor,  
ICADR Building,  
Plot No. 6, Vasant Kunj Institutional Area Phase-II  
New Delhi –110070.

- Bids will be opened on the due date and time in the presence of bidders with authorization letter.
- The prices quoted shall be firm and no revision of prices will be entertained after the quotation is opened.
- The successful bidder will have to deposit a Performance Bank Guarantee (PBG) of 10% value of contract in Directorate of Income Tax department (HRD) valid for a period of 90 days beyond the expiry of the validity of contract. The PBG will be refunded after the expiry of contract period after deducting any amount due to Directorate of Income Tax (HRD) and on satisfying itself that the contract has been completed satisfactorily.
- During the course of contract period, any loss to Income Tax Department property will be deducted from the bills.
- The supplier/contractor should have previous and ample experience of similar works extended to government departments preferably Income Tax Department in a time bound manner and the sealed quotations should be accompanied with necessary proof of execution of such order within the last two years with particulars like name of the organization, contract start date, contract and date technology of the service (name, address & phone number of contact person).
- While submitting the bids as per the specifications, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in the tender document for this work and the clauses of the Contract Agreement (Annexure –I) that, if selected, it will be required to enter into. All certificates/information/documents as listed under Para 4 shall be furnished along with the bid.
- The bidders shall be free to seek any clarification regarding the Scope of Work or Schedule of Requirements or any other matter relating to the work flow or content between 11.00 AM and 3.00 PM, till 12-05-2016.
- A Certificate that all costs of application software development other than that specifically provided for as per the terms of this contract, if any, have been included in price bid, shall be furnished by the bidder along with the price bid.
- In case of discrepancies, the minimum quoted price shall be considered for evaluation. In case of difference between the amounts in figures and in words the rates quoted in words will govern.
- The offers/ bids must be sent by Registered Post/Courier/By hand/Speed Post sufficiently in advance so as to reach the Reception Directorate of Income Tax (HRD), Second Floor, ICADR Building, Plot No. 6, Vasant Kunj Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070, as at Para 3.2 above, by the scheduled date and time. Any bid received after the due date and time, by whatever means, shall not be considered and shall be returned unopened.

- The date of opening of financial bids shall be intimated separately, only to the bidders declared successful in technical bids.
- Conditional or ambiguous tenders are liable to be rejected summarily.
- Directorate of Income Tax can reject any tender without giving any reason for it.

*Hemminlun Haakip*  
05/05/16  
(Hemminlun Haakip)  
ITO(Admn)(HRD)

**SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS FOR COMPREHENSIVE SOFTWARE FOR AUTOMATED MANAGEMENT OF FILE TRACKING WITH MIS, REPORTING AND ALERT SYSTEMS AND ROBUST RDBMS FOR DEPLOYMENT IN THE OFFICE OF THE DIRECTORATE OF INCOME-TAX (HRD), DELHI**

**1 INTRODUCTION**

The Central Board of Direct Taxes, HRDDivision receives and deals with a large number of letters and files related with various matters, many of which require timely and time bound action and communication. These matters and communication also include replies to the respective section, delivering of some information/files for information specific requests, giving effect to the various requests in a time bound manner; and monitoring of the same and progress in all such ;letters and files. All these actions require a robust automated system that can keep track of all such letters and files that is received or sent by the HRD Division; store scanned copies of all the relevant docs; keep those linked with relevant letters/files; allow easy and quick retrieval of the same; and provide for indexed storage of the papers and other write ups that are received, created or sent out by the Division. Such an automated system should also keep track of the time limitations and deadlines associated with every dak/letter and generate an automated alert message that can be conveniently noticed by the concerned users and in the event of absence of timely action by the concerned users, escalate an automated reminder or caution/warning message for the superior officers. As managing and communicating of these functions, documents, actions and alerts will require a strong database management, the automated system so proposed to be developed should be deployed over a strong and robust RDBMS software. This tender invites offer for developing comprehensive LAN based application software that is capable of providing the above functionalities in accordance with the scope of work prescribed in this Tender Document.

**2 INTENT OF THE SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS**

- 2.1 It is intended to award a contract for developing a comprehensive application software, and providing support as well as troubleshooting and maintenance services for a specified period that is capable of providing the functionalities specified in this tender document and ensure trouble free running of the application as well as the database in accordance with the Scope of work prescribed in this Tender Document for the following in HRD Division of CBDT in New Delhi:
- 2.1.1 The software should be a pro-active system software; with built in capability to show dashboard along with buffer time based "Raise-Alert" capability to ensure timely submission/ completion of work. All actions required to be done in time bound manner would come with alerts or as reminders.
- 2.1.2 System should have multi-user functionality, i.e. a system of entering particulars of a file and to assign to the next grade, along with data entry operation facility from various computers and compiling them in one so that an integrated view can be taken by the senior officers.
- 2.1.3 System should be able to provide its own security with different rights to different users as decided by HRD Division at the time of application development and user role creations.
- 2.1.4 The system would have its own record management. The system should be capable of up gradation and compatible to other File management System(FTS) outside the directorate of HRD/North Block/CBDT.
- 2.1.4.1 Facility for uploading/ scanning copies so that on a single click the case details and action taken is available to the officers/officials.
- 2.1.5 The application should have the functionality of generating reports and responding to queries. This would enable the senior officers to monitor what action is pending and where.
- 2.1.6 It should contain a robust system for efficient data handling. It should have both good architecture system and provide for automated backup of the system and database so that system can be restored in case of unforeseen incidents. The application should also allow for inclusion of new features at a later stage in an integrated manner.

- 2.1.7 The application should have a search engine based on certain key fields as identified by HRD Division.
- 2.1.8 The application should have MySql as the back-end RDBMS.
- 2.2 The Application should have the functionality of scanning and storing of paper documents like order sheet note-sheets, instructions, and letters of communication from within the application features. These documents should also be searchable on different entered data fields.
- 2.3 The application should have a built-in feature of bulk scanning of old paper documents and linking the same with various case records or file numbers that are created or stored in the database.
- 2.4 The successful bidder shall be obliged to fully develop the Application Software within 3weeks from the date of award of the contract. On completion of the application, the successful bidder shall successfully configure and run the final application on LAN and WAN to demonstrate its features and capabilities.
- 2.5 The successful bidder shall provide, from the date of successful installation and demonstration of the application, the following services:
  - 2.5.1 All Training and software support that may be required in successful running of the application for 1 year from the date of successful installation. This period of 1 year will begin from the date of successful installation and running of the application for which the successful bidder should obtain a certificate from the HRD Division nodal officer.
  - 2.5.2 After the end of the training and software related support that were to be provided for 1 year from the date of successful installation & running of the application, Annual Maintenance Support and Services (AMSS) for the next year, during which all the services and support required for successful and effective running of the application shall be provided and
- 2.6 After completion and successful installation of the application, the successful bidder shall be responsible for the following:
  - 2.6.1 Installation of main and back-up servers and application; installing front-end applications on all user/client machines and running them successfully;
  - 2.6.2 Training of all the user officers and officials in understanding and using the features and functionalities of the application; to the satisfaction of the HRD Division;
  - 2.6.3 The successful bidder shall provide technical and troubleshooting support, on 'call basis'- On receiving a complaint or call for assistance from the HRD Division on a pre-designated number provided by the successful bidder, the complaint shall be attended on the same day on which the call was made or within 24 hours. The successful bidder shall maintain requisite technical support at its disposal to provide these services.
- 2.7 After the completion of 1 year of training and software support, the successful bidder shall be responsible for the next year for the following:
  - 2.7.1 Providing technical and software related support to keep the application running;
  - 2.7.2 Ensuring that the software runs trouble free and smoothly;
  - 2.7.3 Attending to and respond to the complaints and calls from the HRD Division, preferably within the same day, but in no case, beyond one business day from the date of such call;
  - 2.7.4 Signing a Service Level Agreement for meeting all the expected requirements of the HRD Division;
  - 2.7.5 The payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from HRD Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. The decision of the HRD Division shall be final and binding in this regard.
- 2.8 DIT (HRD) shall be at liberty to cancel the contract including the AMSS contract at any point in time, without assigning any reason for the same. Such a decision, if taken, shall be final and binding. The payments, in case of a premature termination of contract, shall be subject to deduction, as deemed fit by the HRD Division, as prescribed above.

### 3 GENERAL TERMS AND CONDITIONS

- The bidder must be conversant and proficient in developing application software on any contemporary platform of operating systems and which can be successfully run on all the modern as well as old computers that are still in use in the offices concerned.
- Delivery and installation period: The successful bidder should be able to deliver and install the application software within a maximum of four weeks from the date of work order. The installation report should be signed by a technical person, preferably the Contact Person so designated by the successful bidder of the Schedule of Requirements jointly with authorized person, preferably the Nodal Officer so designated by HRD Division. The successful bidder shall have to adhere to the delivery schedule strictly. The Directorate of HRD reserves the right to cancel the work order if project is not executed within the stipulated time and to place the order with another party, if deemed appropriate.
- In the financial bid, the amount for providing Annual Maintenance Services and Support (AMSS) for 1 year should be quoted separately from the amount quoted for developing the application software combined with one year of integrated support.
- Payment Terms: For the application software development and 1 year support component part of the contract, the bid amount (attributable to the cost of software and first year support) shall be paid on successful and satisfactory installation certified by authorized person (Nodal Officer) in HRD Division. For the AMSS part of the contract for the next one year after the end of first year of support, the payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from HRD Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. All the payments will be released only after obtaining the certificates for having rendered the services satisfactorily, which will be issued by the HRD Division. The decision of the HRD Division shall be final and binding in this regard.
- The HRD Division shall have the right to deduct, from the Application Development and support for 1 year or AMSS related payment, or both, any such sum as deemed fit by it, for deficiency in application developed or services provided around the application, or AMSS, or both, provided by the successful bidder. The decision of HRD Division shall be final and binding in this regard.
- The DIT (HRD) reserves the right to reject any/all the bids without assigning any reason.
- The officers of the Directorate and HRD Division may visit the premises of the technically qualified bidders to assess their capability to handle such jobs without giving any prior intimation or call for interviewing of technical professionals sought to be deployed by the technically qualified bidders to ascertain if they have the requisite expertise to design, develop and successfully run a software application that is proposed to be developed. Thereafter, the price bids of only those bidders shall be opened whose technical bids have been found acceptable subject to the above mentioned inspection and/ or interview.
- Acceptance of the bid shall be communicated to the successful bidder by a formal letter of acceptance.
- The successful bidder shall be required to pay taxes, which would be levied by the Government for the execution of the work awarded under the Contract and all such charges must be included in the final price declared in the financial bid.
- Each page of the tender document should be numbered and signed by the bidder with the seal of the firm.
- Telegraphic/telex/fax/e-mailed letterhead quotations are not acceptable and shall be ignored.

## 4 SCOPE OF WORK FOR COMPREHENSIVE SOFTWARE APPLICATION

4.1 The successful bidder/Contractor shall develop, install, and troubleshoot a software application that should successfully automate the work flow, processes, monitoring, MIS, alerts, reminders as explained below:

4.2 Currently all the files which comes in the directorate from different divisions/agencies are handled by the directorate. Since system is manual, It is difficult to track the pending letters which need to be answered in a specified time period. Besides that when directorate sends any letter or file outside directorate, even after time limit some answers are not received and it becomes difficult to track. Even searching physical file at any point of time is also difficult at some point of time. All these issues need to be resolved once we install this automated system. To avoid various manual mistakes, the complete process need to be automated. The proposed application software is required to have the modules and features & functionalities as mentioned below: It will be run for all the **six internal departments inside HRD.**

4.2.1 Security

4.2.2 Common Receipt system

4.2.3 File tracker requires three functionalities(at user level)

- a. Receipt
- b. Action
- c. Dispatch
- d. File scanning and related activity
- e. Holistic Search engine
- f. Email Alerts
- g. SMS Alerts

4.2.4 Common Dispatch Section

4.2.5 Alerts and Reminders

4.2.6 Search Engine

4.2.7 Reports (Robust MIS)

4.2.8 Pluggable components and Future Compatibility and upgradation.

4.2.9 It should be integrated with North Block/CBDT directly smoothly (Located at two different physical locations (2 Different Buildings)).

6.3 The details of the above modules are as follows:

### 6.3.1 Security

System will allow all the system users to maintain assignment of system users to respective rights of users over various menus and other similar functionalities and features. The system will allow users to access those modules, which are assigned to them. There will be system hierarchy as well. It will allow the higher authority to see and have access to all the records of officers under the supervision of such higher authority but not to others.

### 6.3.2 Common Receipt System [CRS]

- Auto-Dak serial Number generation
- Configurable File Number ( Auto-generation / enterable)
- Receipt Register Generation
- Dispatch of Any File/Dak In Receipt System
- Dispatch Register Generation
- Tracking of Hindi Daks
- Categorization of File possible
- Sender category also possible
- Facility of avoidance of common attributes entry in consecutive daks
- Assign to designation and name

### 6.3.3 File tracker had three functionalities (At each user level)

- a. Receipt Section : (At each user level)
  - Auto display of the files sent by others to respective login id

- Allow to revert receive if any thing goes wrong in receipt
- Show complete information of double click of the file
- Allow to receive file for action
- Generation if receipt register at each login ID
- Allow to locate any file and shows that file is currently with a particular officer
- It also shows the complete movement of file till date ( date wise/designation wise)
- Send to suspense account
- Receive from suspense login
- Allow to add old files in the FTS at any point of time
- Officers will be allowed to have a look at other FTS files.

b. Action Section (At each user level)

- Show the action form where user can enter his action
- Allow to revert receive if any thing goes wrong in action
- Dak can be merged into a file
- Dak can be marked as closed
- Show all the previous remarks by different users
- Allow to mark common designation whom to dispatch
- Look into all the remarks

c. Dispatch Section(At each user level)

- Auto display of the files to be sent after action
- Allow to revert dispatched file after wrong dispatch(till it is not received by another user)
- Supports cascading reversal
- Send to suspense account / close the DAK
- Support for sending to record room
- Show complete information on double-click of the file

**6.3.4 Common Dispatch Section**

- Auto-Dak Dispatch serial Number generation
- Dispatch Register Generation
- Tracking of Hindi Daks
- MIS for Hindi Reports
- Categorization of File possible
- Recipient category also possible
- Facility of avoidance of common attributes entry in consecutive daks
- Envelop printing facility for given dispatch
- Allow different mode of dispatch

**6.3.5 Alerts and Reminders**

- Various alerts and reminders regarding ( time limit crossing for reply)
- Various alerts and reminders regarding ( time bound for reply receipt)
- In future configurable/integrable with SMS
- Linking of various reminders to daks received ( for time bound)
- Linking of various reminders to daks dispatched ( for time bound)
- Generation of reminders letters (template based)

**6.3.6 Search Engine**

- Search facility across daks will be there

**6.3.7 Reports (Robust MIS)**

The following Reports will be generated by the System on Real Time basis. There will be more than 30 MIS reports giving the complete picture of complete system. Some of them are mentioned below.

- All files received during a period

- All files dispatched during a period
- All files received during a period from given agency
- All files dispatched during a period from given agency
- All files received on a given day
- All files dispatched on a given day
- All files received on a given day from given agency
- All files dispatched on a given day from given agency
- All files about to cross Time Limit(Bucket wise report)
- All files about to cross Time Limit priority wise
- All files pending for
- All files sent outside directorate
- All files received from outside directorate
- All files sent outside directorate to a given Agency
- All files received from outside from a given Agency
- File movement report of a given File

### **6.3.8 Pluggable components and Future Compatibility**

System design is such that it will support following.

- It should be integrated with North Block/CBDT directly) smoothly (Located at two different physical locations(2 Different Buildings).

## **5 TERMS OF PAYMENTS:**

7.1 For the application software development and 1 year support component part of the contract, the successful bid amount (attributable to the cost of software and 1 year support) shall be paid on successful and satisfactory installation certified by authorized person (Nodal Officer) in HRD Division. However, the successful bidder shall obtain a certificate from HRD Division for successful and satisfactory installation, running and training relating to the application and the support thereafter. The payment will be released by DIT (HRD) on production of such certificate. For the AMSS part of the contract for the next one year after the end of first year of support, the payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from HRD Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. All the payments will be released only after obtaining the certificates for having rendered the services satisfactorily, which will be issued by the HRD Division Nodal Officer. The decision of the HRD Division shall be final and binding in this regard.

7.2 The HRD Division shall have the right to deduct from the Application Development and support for it for 1 year or AMSS related payment or both, any such sum as deemed fit by it, for deficiency in AMSS provided by the successful bidder. The decision of HRD Division shall be final and binding in this regard.

## **6 CHANGE OF LOCATION OF USERS OR APPLICATION:**

Addition of users and change of location of users or application: In case new users or roles are added to the software application, or there is a change in the location of users or the server itself on which the main application is hosted, the successful bidder shall create the roles, additional users and install such client application or server application at the new desired application, as and when necessary.

## **7 ARBITRATION:**

9.1 In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the application software development contract, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the DIT (HRD) whose decision shall be final. Also, in the event of any dispute, relating to the application software, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the DIT

(HRD) for arbitration and the decision of such person(s) shall be binding on both the parties. The proceedings of the arbitration shall be carried out only in New Delhi.

## 8 RENEWAL/TERMINATION OF THE CONTRACT.

10.1 The contract will be initially for a period that will aggregate of the time taken by successful bidder for development and successful deployment of the application period, which is expected to be 3 weeks from the date of award of contract; and service & support period of one year from the date of successful deployment. Directorate of Income Tax (HRD), however, reserves the right to Renew/ Extend the term of the contract after the initial period on a quarterly, six-monthly or annual basis, upto a total period of one year, after obtaining willingness of the Contractor, with or without altering any or all the terms and conditions of the contract.

10.2 Directorate of Income Tax (HRD), Division reserve the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Contractor. In the event of the service/work being found unsatisfactory and/or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving to the Contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of contract on account of unsatisfactory/substandard services, the Directorate of Income Tax (HRD), Division shall not accept any responsibility for any loss suffered by the Contractor. Further, in such an event, the Contractor shall be liable for deduction from the amount due and payable payable, any sum, as deemed fit by Directorate of Income Tax (HRD), Division for deficient or unsatisfactory services and support provided under the contract.

10.3 In case of termination of contract, Directorate of Income Tax (HRD), shall be at liberty to get the job completed from alternative sources at the risk and cost of the Contractor and deduction on this account shall be made from the Contractor. Any decision of Directorate of Income Tax (HRD), in this regard shall be final and binding on the Contractor.

### ANNEXURE - I

#### COMPREHENSIVE APPLICATION SOFTWARE DEVELOPMENT CONTRACT AGREEMENT FOR FTS SOFTWARE

This AGREEMENT made on this, the \_\_\_\_\_ day of \_\_\_\_\_ 2016 between the President of India, acting through the Deputy Director of Income Tax (Administration), DIT (HRD), hereinafter referred to as "THE OWNER" (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors and assigns) on the one part

And

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as "THE CONTRACTOR" (which expression shall unless excluded by or repugnant to the context, be deemed to and include his heirs, executors, administrators, legal representative, successors in interest and assigns) on the other part.

WHEREAS the **Owner** is desirous of entrusting to the Contractor a contract for comprehensive application software development together with training, updating, troubleshooting and support for running the application for one year from the date of successful installation of the same, as mentioned in the Specifications containing Schedule of Requirements & Scope of Work appearing hereinbefore, and to be deployed in HRD division, in CBDT, New Delhi; hereinafter referred to collectively as the "APPLICATION"; and Annual Maintenance Service and Support (AMSS) for updating, maintaining, troubleshooting and successfully running the application for 1 year from the date of end of 1 year period of maintenance associated with the application, as mentioned in the Specifications appearing hereinbefore..

AND WHEREAS the Contractor has agreed to undertake such application development, successful deployment & operations, and AMSS for the specified period, as per the terms and conditions and charges set out hereunder.

AND WHEREAS it is agreed that a formal agreement be executed between the parties thereto:

NOW IN consideration of the premises, it is hereby agreed and declared by and between the parties hereto as follows:

## 1.0 SCOPE OF SERVICE:

1.1 M/s \_\_\_\_\_ hereby agrees to undertake the application development, successful deployment & operations, and AMSS for the specified period in the HRD Division, CDBT, New Delhi so as to keep it fit for normal usage on the terms and conditions of this agreement.

1.2 The period for successful development and installation of the application is for 3 weeks from the date of award of the contract, i.e. the date of signing of this contract. The period for providing training, updating, troubleshooting and support for running the application is one year from the date of successful installation of the same. The period for providing AMSS for updating, maintaining, troubleshooting and successfully running the application is 1 year from the date of end of 1 year period of maintenance associated with the application.

1.3 The software should be a pro-active system software; with built in capability to show dashboard along with buffer time based "Raise-Alert" capability to ensure timely submission/ completion of work. All actions required to be done in time bound manner would come with alerts or as reminders so that court matters can be completed within specified period before time limits.

1.4 System should have multi-user functionality, i.e. a system of entering particulars of a file/letter and to assign to the next higher grade, along with data entry operation facility from various computers and compiling them in one so that an integrated view can be taken by the senior officers.

1.5 System should be able to provide its own security with different rights to different users as decided by HRD Division at the time of application development and user role creations.

1.6 The system would have its own record management; namely:

1.6.1 Database can be created

1.6.2 Facility for uploading/ scanning copies of note sheet.

1.7 The application should have the functionality of generating reports and responding to queries.

1.8 It should contain a robust system for efficient data handling.

1.9 The application should have a search engine based on certain key fields as identified by HRD Division.

1.10 The application should have MySql as the back-end RDBMS.

1.11 The Flow chart giving detailed description of processes is to be implemented

1.12 The Application should have the functionality of scanning and storing of paper documents like order sheet note-sheets, orders

1.13 The application should have a built-in feature of bulk scanning of old paper documents and linking the same

1.14 The successful bidder shall provide 'Functional Specifications' of the Application Software meeting all the requirements of the HRD Division

1.15 The successful bidder shall be obliged to fully develop the Application Software within 3 weeks from the date of award of the contract.

1.16 The successful bidder shall provide, from the date of successful installation and demonstration of the application, the following services:

1.16.1 All Training and software support that may be required in successful running of the application for 1 year from the date of successful installation.

- 1.16.2 After the end of the training and software related support that were to be provided for 1 year from the date of successful installation & running of the application.
- 1.17 The successful bidder shall be responsible for the following:
  - 1.17.1 Installation of main and back-up servers and application; installing front-end applications on all user/client machines and running them successfully;
  - 1.17.2 Training of all the user officers and officials in understanding and using the features and functionalities of the application; to the satisfaction of the Directorate of Income Tax (HRD), Division;
  - 1.17.3 One technically qualified person shall be deployed in the Directorate of Income Tax (HRD), Division by the successful bidder for the first 10 days from the date of successful installation and running of the software, who will be dedicated to troubleshooting, assisting in running of the application by any of the users, solving problems arising during use of the software while entering or retrieving data or digitized documents, receiving or sending alerts, reminders or scanning documents and attaching them.
  - 1.17.4 For the rest, the successful bidder shall provide technical and troubleshooting support, on 'call basis'.
- 1.18 After the completion of 1 year of training and software support
  - 1.18.1 Providing technical and software related support to keep the application running;
  - 1.18.2 Ensuring that the software runs trouble free and smoothly;
  - 1.18.3 Attending to and respond to the complaints and calls from the Directorate of Income Tax (HRD), Division, preferably within the same day, but in no case, beyond one business day from the date of such call;
  - 1.18.4 Signing a Service Level Agreement for meeting all the expected requirements of the Directorate of Income Tax (HRD), Division;

## **2.0 PERIOD OF CONTRACT**

2.1 The contract shall commence on \_\_\_\_\_ and shall remain in force till the period for successful development and installation of the application, which \_\_\_\_\_ is expected to be 3 weeks from the above date, i.e. the date of signing of this contract. The period for providing training, updating, troubleshooting and support for running the application shall be one year from the date of successful installation of the same. The period for providing AMSS for updating, maintaining, troubleshooting and successfully running the application shall be 1 year from the date of end of 1 year period of maintenance associated with the application.

2.2 During the entire period of the contract, no request for any increase in the rates on any account would be entertained and the performance would be reviewed from time to time to ensure that it is to the entire satisfaction of the Owner.

2.3 The contract will be initially for a period that will be aggregate of the time taken by successful bidder for development and successful deployment of the application, which is expected to be 3 weeks from the date of award of contract; and service & support period of two years from the date of successful deployment. Directorate of Income Tax (HRD), Division, however, reserves the right to Renew/ Extend the term of the contract after the initial period on a quarterly, six-monthly or annual basis, upto a total period of three years, after obtaining willingness of the Contractor, with or without altering any or all the terms and conditions of the contract.

## **3.0 AVAILABILITY PROVIDING TRAINING, UPDATING, TROUBLESHOOTING AND SUPPORT FOR RUNNING THE APPLICATION SERVICE:**

3.1 The Contractor shall provide training, updating, troubleshooting and support for running the application services for the said application in accordance. Apart from these, the contractor shall also provide all types of support that may be sought by Directorate of Income Tax (HRD), Division in successful and effective usage of the application in carrying out their work.

#### **4.0 PAYMENT TERMS:**

4.1 Payment Terms: For the application software development and 1 year support component part of the contract, the bid amount (attributable to the cost of software and first year support) shall be paid on successful and satisfactory installation certified by authorized person (Nodal Officer) in Directorate of Income Tax (HRD), Division. For the AMSS part of the contract for the next one year after the end of first year of support, the payment for the AMSS component will be made by Directorate of Income Tax (HRD), (HRD) at the end of every quarter on securing a certificate from HRD Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. All the payments will be released only after obtaining the certificates for having rendered the services satisfactorily, which will be issued by the HRD Division. The decision of the HRD Division shall be final and binding in this regard.

4.2 For the AMSS part of the contract for the next one year after the end of first year of support, the payment for the AMSS component will be made by Directorate of Income Tax (HRD), at the end of every quarter on securing a certificate from Directorate of Income Tax (HRD), Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. All the payments will be released only after obtaining the certificates for having rendered the services satisfactorily, which will be issued by the HRD Division. The decision of the Directorate of Income Tax (HRD), Division shall be final and binding in this regard.

4.3 The Directorate of Income Tax (HRD), Division shall have the right to deduct from the Application Development and support for it for 1 year or AMSS related payment or both, any such sum as deemed fit by it, for deficiency in AMSS provided by the successful bidder. The decision of Directorate of Income Tax (HRD), Division shall be final and binding in this regard.

4.4 The Owner shall deduct prescribed taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of this agreement.

#### **5.0 CHANGE OF LOCATION OF USERS OR APPLICATION:**

In case new users or roles are added to the software application, or there is a change in the location of users or the server itself on which the main application is hosted, the successful bidder shall create the roles, additional users and install such client application or server application at the new desired application, as and when necessary.

#### **6.0 TERMINATION/ RENEWAL OF AGREEMENT**

6.1 The contract will be initially for a period that will aggregate of the time taken by successful bidder for development and successful deployment of the application period, which is expected to be 6-8 weeks from the date of award of contract; and service & support period of three years from the date of successful deployment. Directorate of Income Tax (HRD), Division, however, reserves the right to Renew/ Extend the term of the contract after the initial period on a quarterly, six-monthly or annual basis, upto a total period of two years, after obtaining willingness of the Contractor, with or without altering any or all the terms and conditions of the contract.

2.2 During renewal of the contract, new functionalities, input forms and reports, alerts, reminders and users may have to be added. Further, the usage of software may have to be extended to web based platforms, if the need arises.

6.4 Directorate of Income Tax (HRD), Division reserve the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Contractor. In the event of the service/work being found unsatisfactory and/or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving to the Contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of contract on account of unsatisfactory/substandard services, the Directorate of Income Tax (HRD), Division shall not accept any responsibility for any loss suffered by the Contractor. Further, in such an event, the Contractor shall be liable for deduction from the amount due and payable, any sum, as deemed fit by Directorate of Income Tax (HRD), Division for deficient or unsatisfactory services and support provided under the contract.

6.5 In case of termination of contract, Directorate of Income Tax (HRD), shall be at liberty to get the job completed from alternative sources at the risk and cost of the Contractor and deduction on this account shall be made from the Contractor. Any decision of Directorate of Income Tax (HRD), in this regard shall be final and binding on the Contractor.

## 7.0 OTHER TERMS OF AGREEMENT

7.1 The Owner may stipulate any further conditions during the period of the Contract which will be duly communicated to the Contractor in writing.

7.2 The Contractor shall not employ any undesirable personnel(s) and if any such person(s) is not acceptable to the Owner, the Contractor shall immediately replace him.

7.3 The Contractor undertakes not to enter into a sub-contract with any other person(s)/ company(ies) or to transfer the contract or any benefit there under to any person(s) or company(s) without the prior written approval of the owner.

7.5 The Contractor shall observe all security provisions as are applicable to the Directorate of Income Tax (HRD), Division of CBDT. The Directorate of Income Tax (HRD), reserves the right to cancel the Contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the Contractor shall be made known to the Contractor by the Owner from time to time.

## 8.0 ARBITRATION:

In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the application software development contract, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Directorate of Income Tax (HRD), whose decision shall be final. Also, in the event of any dispute, relating to the application software, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Directorate of Income Tax (HRD), for arbitration and the decision of such person(s) shall be binding on both the parties. The proceedings of the arbitration shall be carried out only in New Delhi.

For and on behalf of :

For and on behalf of :

THE PRESIDENT OF INDIA

Signed

Signed

Name :

Name :

Date :

Date :

IN THE PRESENCE OF

Signed

Signed

Name

Name

Date

Date

Place

Place

Signature of User/User Representative with Name

**Schedule-I**  
**GENERAL INFORMATION**  
**TENDER PERFORMA**

(To be filled in by the bidder for the technical bid)

1. Name of the company:
2. Head/Regd. Office Address:
  - (a) Postal
  - (b) Fax No.
  - (c) Telephone No. (s)
  - (d) E-mail Address
  - (e) Website Address
3. Former name of Company (if any)
4. New Delhi office Address:
  - (a) Postal
  - (b) Fax No.
  - (c) Telephone No. (s)
  - (d) E-mail Address
5. Type of Organization
  - (a) Individual
  - (b) Partnership
  - (c) Incorporated
6. Software Development Centre Details
  - (a) Postal
  - (b) Fax No.
  - (c) Telephone No. (s)
  - (d) Mobile No.
  - (e) Working Hour
  - (f) E-mail Address
7. Year of establishment
8. Amount of EMD deposited
  - Draft No.
  - Bank Detail
  - Amount
9. Period of validity of tender
10. Details of technical particulars and schedules/Annexure enclosed.
11. Name and Address of the authorized signatory/contact person for this tender
12. Letter of authority for attending bid opening enclosed with tender
13. Whether copy of PAN Card is attached
14. Sales tax/VAT Regd. No.

**Signature of tenderer**

Date:  
Place :

Name  
Office Seal

Schedule-II

Details of Application Software Development Contracts Executed/Under Execution in last five Years

S. No.	Name of Organization/ Address	Contract period		Value of Application Development Contract
		From	To	

Signature of tenderer

Date:

Name

Place :

Office Seal

ANNEXURE-II

Schedule of Prices for Comprehensive Application Software Development and Provision of Annual Maintenance Support and Services (AMSS)

A. Comprehensive Application Software Development:

Cost of Application Software Development and 1 year of Support Services as prescribed in the Tender:

Total Cost = Rs. \_\_\_\_\_ (Inclusive of All Taxes, Levies & charges)

B. Provision of Annual Maintenance Support and Services (AMSS):

Total Cost of Provision of Annual Maintenance Support and Services (AMSS) as prescribed in the Tender

Cost Per Annum = Rs. \_\_\_\_\_ per annum (Inclusive of All Taxes, Levies & charges)

Signature of tenderer

Date:

Name

Place :

Office Seal

### ANNEXURE-III

#### A. SCHEDULE OF REQUIREMENTS:

- a. It is intended to award a contract for developing a comprehensive application software, and providing support as well as troubleshooting and maintenance services for a specified period that is capable of providing the functionalities specified in this tender document and ensure trouble free running of the application as well as the database in accordance with the Scope of work prescribed in this Tender Document for the following in HRD Division of CBDT in New Delhi:
  - i. The software should be capable of handling of daks/letters and a pro-active system software; and buffer time based "Raise-Alert" capability to ensure timely submission/ completion of reply.
  - ii. System should have multi-user functionality and along with data entry operation facility from various computers and compiling them in one so that an integrated view can be taken by the senior officers.
  - iii. System should be able to provide its own security with different rights to different users as decided by HRD Division at the time of application development and user role creations.
  - iv. The system would have its own record management; namely:
    1. Database can be created and
    2. Facility for uploading/ scanning copies of note sheet.
  - v. The application should have the functionality of generating reports and responding to queries. This would enable the senior officers to monitor what action is pending and where.
  - vi. It should contain a robust system for efficient data handling. The system should be capable of up gradation and compatible with the FTS system of North Block/CBDT.
  - vii. The application should have a search engine based on certain key fields as identified by HRD Division.
  - viii. The application should have MySql as the back-end RDBMS.
- b. The Flow chart giving detailed description of processes involved in the HRD Division should be implemented. These timelines, as related to HRD Division should also be incorporated in the proposed application for effective and automated monitoring and processing.
- c. The Application should have the functionality of scanning and storing of paper documents like order sheet note-sheets, orders, instructions, and letters of communication from within the application features and linking the same with the desired records These documents should also be searchable on different data fields.
- d. The application should have a built-in feature of bulk scanning of old paper documents and linking the same.
- e. The successful bidder shall provide 'Functional Specifications' of the Application Software meeting all the requirements of the HRD Division in consultation and agreement with the HRD Division based on its requirements.

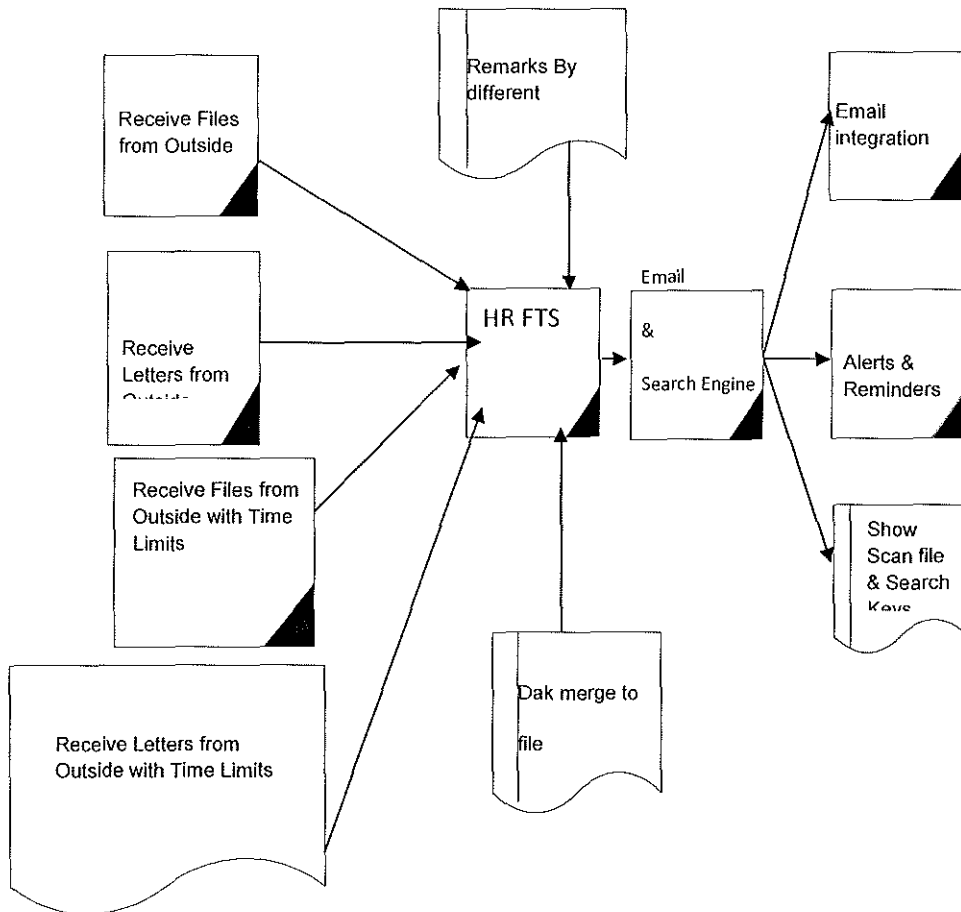
- f. The successful bidder shall be obliged to fully develop the Application Software within 3 weeks from the date of award of the contract.
- g. The successful bidder shall provide, from the date of successful installation and demonstration of the application, the following services:
  - i. All Training and software support that may be required in successful running of the application for 1 year from the date of successful installation. The HRD Division will designate an officer to act as the Nodal Officer. Similarly, the successful bidder will also designate a person as the Contact Person who will liaise with the HRD Division on behalf of the bidder;
  - ii. After the end of the training and software related support that were to be provided for 1 year from the date of successful installation & running of the application, Annual Maintenance Support and Services (AMSS) for the next 1 year, during which all the services and support required for successful and effective running of the application shall be provided.
- h. After completion and successful installation of the application,, the successful bidder shall be responsible for the following:
  - i. Installation of main and back-up servers and application; installing front-end applications on all user/ client machines and running them successfully;
  - ii. Training of all the user officers and officials in understanding and using the features and functionalities of the application; to the satisfaction of the HRD Division;
  - iii. One technically qualified person shall be deployed in the HRD Division by the successful bidder for the first 10 days from the date of successful installation and running of the software, who will be dedicated to troubleshooting, assisting in running of the application by any of the users, solving problems arising during use of the software while entering or retrieving data or digitized documents, receiving or sending alerts, reminders or scanning documents and attaching them.
  - iv. For the rest of period, the successful bidder shall provide technical and troubleshooting support, as mentioned in Para 2.8.3 above on 'call basis'- On receiving a complaint or call for assistance from the HRD Division on a pre-designated number provided by the successful bidder, the complaint shall be attended on the same day on which the call was made. The successful bidder shall maintain requisite technical support at its disposal to provide these services.
  - v. The successful bidder shall, after successful installation and running of the application, maintain a continuous and regular contact with the HRD Division users to "Identify all such work processes; reports; input forms; alerts; reminders; search criteria etc. that may have been omitted from being incorporated into the application thus developed and deployed, or whose need may have been realised during the period of contract, and after identifying the same, shall modify the application to include the features or functionalities so identified.
- i. After the completion of 1 year of training and software support, the successful bidder shall be responsible for the next one year:
  - i. Providing technical and software related support to keep the application running;
  - ii. Ensuring that the software runs trouble free and smoothly;
  - iii. Attending to and respond to the complaints and calls from the HRD Division, preferably within the same day, but in no case, beyond one business day from the date of such call;
  - iv. Signing a Service Level Agreement for meeting all the expected requirements of the Directorate of Income Tax (HRD),;

- v. The payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from HRD Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. The decision of the HRD Division shall be final and binding in this regard.
- vi. Directorate of Income Tax (HRD), shall be at liberty to cancel the contract including the AMSS contract at any point in time, without assigning any reason for the same. Such a decision, if taken, shall be final and binding. The payments, in case of a premature termination of contract, shall be subject to deduction, as deemed fit by the HRD Division.

A. FLOW DIAGRAM:

PARA A-1 (Annexure- III)

FLOW CHART OF WORK PROCESSES



**ANNEXURE IV**  
**TERMS & CONDITIONS AND SCOPE OF WORK FOR**  
**ANNUAL MAINTENANCE SUPPORT & SERVICES (AMSS)**

This Agreement for Software Annual Maintenance Service & Support (hereinafter referred to as AMSS) dated as of \_\_\_\_\_ is entered between the Deputy Director of Income Tax, DIT (HRD), Vasant Kunj, New Delhi, for and on behalf of the President of India, having its registered office at Second Floor, ICADR Building, Plot No. 6, Vasant Kunj Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070, Tel. No. 011-26139297/ Fax. no. :011-26130594 (hereinafter referred to as Directorate) and the Contractor having its principal place of business/registered office at -----  
----- (hereinafter referred to as vendor).

Directorate and Vendor are collectively referred to as "Parties" and individually a 'Party' in this Agreement.

**WHEREAS:**

- A. Directorate of HRD now desires, subject to the terms and conditions mentioned herein, to enter into a formal agreement with Vendor for AMSS;
- B. Vendor desires to provide Annual Maintenance Service & Support to Directorate on the terms and conditions set out herein and also in the comprehensive Contract as per Annexure-I as well as in Schedule of Requirements in Para 2 of the Tender; and

**INTERPRETATION:**

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);
- C. All references in this Agreement to "days" and "hours" shall, unless otherwise specified herein, shall mean working days and working hours,

**1. SCOPE AND TERM OF AGREEMENT:**

Directorate and Vendor agree that the terms and conditions provided in this AMSS Agreement shall apply to any future change order and additional services submitted by Directorate to Vendor for the products or services related to **COMPREHENSIVE SOFTWARE FOR AUTOMATED MANAGEMENT OF FILE TRACKING SYSTEM MATTERS WITH MIS, REPORTING AND ALERT SYSTEMS AND ROBUST RDBMS FOR DEPLOYMENT IN Directorate of Income Tax** during the "Term" (as defined hereinafter) of this Agreement or any extension thereof. This Agreement shall become operative and effective from \_\_\_ day of \_\_\_\_\_, 201\_ to \_\_\_ day of \_\_\_\_\_, 201\_ ("Term").

**2. SUPPORT, SERVICES, INVOICING AND PAYMENT:**

- a. Support & Service requirements and acknowledgments sent under this Agreement may be sent in writing or by electronic means. The parties agree that computer maintained records when produced in

hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

b. The total cost of AMSS shall include service, VAT/CST and all other charges or levies applicable. The vendor shall be entitled only to charge for any increase in rates of statutory taxes and in turn, pass on the benefit of any reduction to the Directorate.

### 3. CONFIDENTIALITY:

The Vendor will keep the confidential information of the Directorate with itself required for the development of the software, for safe backups and will not share it with any other person. The Vendor shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement, any information which relates to the Directorate's affairs, trade secrets, technology, research and development, the terms of this Agreement ("Confidential Information") and also agrees to protect that Confidential Information with the same degree of care it exercises to protect its own confidential information and to prevent any unauthorized, negligent or inadvertent use, disclosure or publication thereof.

### 4. RENEWAL:

After completion of the term of the current agreement, the renewal of the agreement may be done to ensure continuity of services provided by the Vendor, as per the terms of the comprehensive contract.

### 6. ANNUAL MAINTENANCE FEES:

The total cost of AMSS for one year amounting to Rs. \_\_\_\_\_ (@ Rs. \_\_\_\_\_ per year) inclusive of service tax and all other charges or levies applicable for AMSS will be payable to the vendor.

### 7. INVOICING:

Vendor shall invoice Directorate for AMC once in each quarter of the period under contract. The invoice shall be accompanied by a certificate from HRD Division of having rendered the services satisfactorily. However, if HRD Division decides to deduct any amount from the same for deficiency in services provided, the same shall be deducted from the quarterly payment.

### 8. MAINTENANCE SERVICES DESCRIPTION:

Support Services provided by Vendor to Directorate will fall into one of three (3) categories: Software Maintenance, Basic Support (including Telephone Support) and Emergency Support.

#### 1. Software Maintenance Service

Software Maintenance Services shall be provided for all Products. These services include:

- Help Desk dedicated phone line support.
- Elimination of any defect in the Product that materially and adversely affects the efficiency or use of Application as mutually agreed. Maintenance is defined as work to eliminate these defects. The Vendor will also make small changes in the software to make the system more convenient for the end users as and when required.

#### 2. Basic Support

Basic Support includes the following:

- Assistance related to questions on the operational use of the Products.
- Providing telephone support for assistance in identifying and resolving problems, as detailed below.
- Assistance in the installation of Products or their replacements.
- Advice on workarounds for identified errors or malfunctions, where reasonably available.

#### 3. Basic Telephone Support Services

Help Desk dedicated phone line support of the Products shall be provided between 9A.M. and 6.P.M. per day, five (5) days per week. This service will be provided at no additional charge. Alternatively, Directorate may use the mail, e-mail, World Wide Web access, or other services to communicate with Vendor. Vendor hereby guarantees to respond to a Basic Support Service request and will provide professionally competent technicians to provide such Telephone Support and remote diagnostics on the Application.

4. Emergency Support Services

Emergency Support will be provided for any Product errors which render a system inoperable or impair its performance significantly (Severity One Level as specified below). Vendor must assist in identifying and verifying the causes of suspected errors or malfunctions (reasonably believed to be caused by the Products) which has rendered the system inoperable. Emergency support will be available between 9 A.M. and 7 P.M. per day, five (5) days a week upon receiving the call at the Emergency Support Center, a Vendor representative will return the call to Directorate and commence the problem resolution process.

9. INSTALLATION AND TRAINING SERVICES

Installation: In case of the machine corruption or hard disc crash, the application needs to be installed on the respective client machine by the Vendor at free of cost.

10. TRAINING

Training: The cost of intermediate training for new releases to operate the software is included in the complete cost of software. Even if, no release goes live, the software training to the working staff may be given quarterly in the contract period.

11. RESOLUTION REGARDING DISPUTE:

Any dispute will be resolved in an amicable environment and after discussion; decision of DIT (HRD) shall be final and binding on both the parties.

12. TERMINATION OF THE CONTRACT:

The subject Agreement can be terminated by either party by giving 1 month notice period.

(Directorate of I.T.(HRD)

BY:

BY:

NAME:

NAME:

DATE:

DATE:

Witness:

Witness:

1.

2.

*Handwritten signature*  
05/05/16