

RFP Volume II

Commercial & Bidding Terms

SHORTLISTING OF AN AGENCY FOR THE IMPLEMENTATION OF THE
NATIONAL JUDICIAL REFERENCE SYSTEM (NJRS)
FOR
INCOME TAX DEPARTMENT, Government of India

February, 2013



Income Tax Department,
Ministry of Finance,
Government of India

National Institute for Smart Government

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Consultants**Table 1: Consultants to the Project**

1	Consultant		National Institute for Smart Government
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Table 2: List of Abbreviations& Definitions

Abbreviation	Definition
AARD	Authority for Advance Rulings and Dispute Resolution
ACIT	Assistant Commissioner of Income Tax
AD-DNS	Active Directory - DNS
ADIT	Additional Director General of Income Tax
ASCII	American Standard Code for Information Interchange
ARMS	Appeals Repository & Management System
BMP	Bitmap Image
BOM	Bill of Materials
CAS	Central Agency Section
CBDT	Central Board of Direct Taxes
CDPC	Central Data Processing Center
CIT (A)	Commissioner of Income Tax (Appeals)
CIT (DR)	Commissioner of Income Tax (Departmental Representatives)
CIT (J)	Commissioner of Income Tax (Judicial)
CMS	Content Management System
CSS	Cascading Style Sheets
DB	Database
DC	Data Centre
DCIT	Deputy Commissioner of Income Tax
DGIT	Director General of Income Tax
DGIT (L&R)	Director General of Income Tax (Legal & Research)
DIT	Director of Income Tax
DMS	Document Management System
DNS	Domain Name Service
DR	Disaster Recovery

DRC	DR Center
DSA	Digital Signature Algorithm
DSS	Digital Signature Standard
DTC	Direct Taxes Code
DTRTI	Direct Taxes Regional Training Institute
DVD	Digital Video Disk
EITM	Enterprise IT Management
EMS	Enterprise Management System
ER	Entity Relationship Diagram
FAQ	Frequently Asked Questions
FRS	Functional Requirement Specifications
GB	Gigabyte
Goi	Government of India
GUI	Graphical User Interface
HC	High Courts of India
HCR	Handprint Character Recognition
HLD	High Level Design
HTML	Hypertext Markup Language
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol - Secure
IA	Implementing Agency
ICR	Intelligent Character Recognition
IE	Internet Explorer
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
ISMS	Integrated Security Management System

ISO	International Standards Organization
ITAT	Income Tax Appellate Tribunal
ITD	Income Tax Department
ITIL	Information Technology Infrastructure Library
ITO	Income Tax Officer
ITSM	Information Technology Service Management
JPEG	Joint Photographic Experts Group
JRRS	Judicial Research & Reference System
KVA	Kilovolt Ampere
KVM	Keyboard-Video-Mouse
LAN	Local Area Network
LLD	Low Level Design
MA	Miscellaneous Application
MIS	Management Information System
MoF	Ministry of Finance
MoL	Ministry of Law
NCR	National Capital Region
NCW	New Comprehensive Website
NISG	National Institute for Smart Government
NJRS	National Judicial Reference System
OCR	Optical Character Recognition
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PCI	Peripheral Component Interconnect
PDF	Portable document Format

PKCS	Public Key Crypto System
PKI	Public Key Infrastructure
PMBOK	Project Management Body of Knowledge
PMU	Program Management Unit
PPM	Pages Per Minute
PPP	Public Private Partnership
QA	Quality Assurance
RDBMS	Relation Database Management System
RFP	Request for Proposal
RSA	Rivest-Shamir-Adleman
SAN	Storage Area Network
SC	Supreme Court of India
SLA	Service Level Agreement
SLP	Special Leave Petition
SMS	Short Messaging Services
SOA	Service Oriented Architecture
SOAP	Simple Object Access Protocol
SOP	Standard Operating Procedures
SQL	Structured Query Language
SRS	System Requirement Specifications
TAXNET	Income Tax Network
TIFF	Tagged Image File Format
UAT	User Acceptance Testing
UDDI	Universal Description Discovery and Integration
UPS	Uninterruptible Power Supply

USB	Universal Serial Bus
W3C	World
WAN	Wide Area Network
WCMS	Web Content Management System
WSDL	Web services definition language
WYSIWYG	What you see is what you get
XML	Extensible Markup language

Calendar of Events and Other Relevant Details

This tender document is being released by the Income Tax Department (ITD), Government of India.

S. No	Information	Details
1.	RFP reference No and Date	No: ITD/NJRS/RFP1/Vol II
2	Non Refundable Tender Cost	Rs. 10,000
3	Sale of RFP Document	Directorate of Income Tax (Legal & Research), 15th Floor, HT House, KG Marg, New Delhi -1
4	Bid Security (Earnest Money Deposit)	INR 10,00,000
5.	Last date for submission of written queries through email only for clarifications and date of pre-proposal conference	8-3-2013 5:00 PM
6.	Pre Bid conference	11-3-13
7.	Last date (deadline) for receipt of proposals in response to RFP notice	26-3-13 - 2:00 PM
8	Date of opening the Pre-qualification bids	26-3-13 - 3:00 PM
9.	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	To be communicated Directorate of Income Tax (Legal & Research), 15th Floor, HT House, KG Marg, , New Delhi -1
10.	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	To be communicated
11	Contact Person for queries	Shri. Nirmal Nangia, ACIT(NJRS), Director (Legal & Research)-II through NISG as bid process managers at anitamittal@nisg.org , nirmalnangiairs@gmail.com
12	Addressee and Address at which proposal in response to RFP notice is to be submitted:	Shri. Nirmal Nangia, ACIT(NJRS), Directorate of Income Tax (Legal & Research), 15 th floor, HT House, KG Marg New Delhi -1

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1. RFP STRUCTURE

The Request for Proposal or RFP for selection of Implementation Agency (IA) is segregated into the following three volumes:

Volume I (Functional, Technical and Operational Requirements): Volume I of RFP intends to bring out all the details with respect to functional, non-functional, technical requirements, and implementation model along with details on scope of services required from the Implementation Agency that ITD deems necessary to share with the potential bidders..

Volume II (Commercial and Bidding Terms):

Volume II of the RFP details the General Terms & Conditions with respect to the bid process management including the evaluation criteria and bid submission forms to be adopted for the proposed project.

Volume III (Contractual and Legal Specifications): Volume III of the RFP details out the Draft Contract for the proposed engagement and outlines the contractual, legal terms & conditions applicable for the proposed engagement.

This document is Volume II of the RFP.

2. SCOPE OF WORK

The detailed scope of work for the IA can be found in Volume I of this RFP.

2.1 Payment Terms and Schedule

The NJRS system is to be implemented in a 'Public-Private-Partnership' (PPP) model where the payment to the Implementation Agency (IA) is based on the actual delivery of services and not on the provisioning of the hardware/ software. The NJRS project shall follow a hybrid financial model based on the services to be provided by the IA during the course of the project. The financial model is based on two major components of the NJRS project i.e. Judicial Research & Reference System (JRRS) & the Appeals Repository and Management System (ARMS).

IA will be required to finance all the expenses, capital and operational, related to their scope of work in this project. The Department shall pay them as Equated Quarterly Installment (EQI) which shall be calculated quarterly as per the two broad criteria specified below:

2.1.1 Equated Quarterly Installment (for NJRS):

The IA would be reimbursed the quoted EQI, every quarter for a period of 5 years during the operation & maintenance phase of the project.

The amount to be reimbursed by the Department for the NJRS would also depend on the performance based on the SLAs and deduction thereof if any after the SLA holiday period

2.1.2 Scanning and processing of documents relating to appeals:

For scanning and processing of documents relating to ongoing and legacy appeals, the IA would be reimbursed based on the amount quoted in the financial bid format given in Annexure 3 of this RFP and the quantum of pages scanned and processed. The quantum of pages for calculating the pay-off to the vendor shall be generated from the system and made available to the department for cross-verification.

Note:

- Eligible payment to IA shall be made by the Department at the end of each quarter
- No payment shall be made before the project is declared Go-Live

- The entire cost of implementation and services for making the project “Go-Live” would be borne by the IA. The IA would also factor in the on-going operations and maintenance charges (spread over 5 years after the Go-Live) in their commercials quotes as a part of this proposal.
- The entire cost of design, development, procurement, implementation, testing, operation and maintenance of NJRS project shall be borne by the IA
- Payment shall be subject to penalty adjustment, if any, revealed during the SLA calculation or otherwise
- Cost of third party audit and testing shall be borne by the Department

2.1.3 Payment Schedule

The payment schedule is given below

S.No.	Event and	Time	Payment No.	Comments
1.	Go-Live of NJRS System as defined in volume I of RFP	G	None	SLA Free/ SLA holiday Period (During the SLA Holiday period, the payment to the IA shall not be based on compliance to the SLA)
2.	T1 = G + 3 months		First Payment of EQI as per agreement	SLA Free/ SLA Holiday Period
3.	T2 = G + 6 Months		Second Payment of EQI as per Agreement	SLA Free Period / SLA Holiday
4.	EQI payments from G + 9 months and subsequently each quarter till end of contract period		EQI payments as per contract	Payments shall be made as per SLA compliance

3. BIDDING PROCESS DETAILS

3.1 Bidding Schedule

The following table lists important bidding process milestones and time for completion:

Table 3: Tentative Bidding Schedule

S. No.	Milestone	Time for completion
1.	Release of Request For Proposal (RFP)	26-2-13
2.	Last date for sale of RFP document from counter	15-3-13
3.	Last date for Submission of Written Questions by bidders	8-3-13
4.	Pre- Bid Conference	11-3-13
5.	Last Date for Submission of bids	26-3-13 - 2:00 PM
6.	Date of opening the Pre-qualification bids	26-3-13 - 3:00 PM
7.	Tentative date for Technical bids evaluation , Technical Presentations & Demonstration	To be communicated
8.	Tentative Date of opening the Commercial bids	To be communicated
9.	Tentative Contract Finalization and Award	To be communicated

The Department reserves the right to modify the above stated schedule at its sole discretion. Changes if any in the RfP or the bidding schedule shall be communicated through the departments website - www.incometaxindia.gov.in

3.2 Availability of Bid Documents

3.2.1 Cost of RFP documents

The RFP can be downloaded from the official website (www.incometaxindia.gov.in), but at the time of submission of the bid document, the bidder has to submit the bid amount against a non-refundable fee of Rs 10,000/- in the form of demand draft in favor of <<Accounts Officer, Zonal Accounts Office, CBDT, New Delhi>>. Failure to furnish the above mentioned demand draft would result in rejection of the bid.

The RfP can be downloaded from the website of the Income Tax department at <http://incometaxindia.gov.in/>. It can also be purchased from the ACIT (NJRS), Directorate of Income Tax (Legal & Research), 15th Floor, HT House, KG Marg, New Delhi-110001 on payment of Rs. 10,000/- by way of a DD in favor of Accounts Officer, Zonal Accounts Office, CBDT, New Delhi. The bid document will be available on all working days from 11 AM till 4.00 PM as per the dates given in calendar of events/Bidding Schedule.

3.2.2 List of Documents comprising the RFP

The Request for Proposal (RFP) document for NJRS Project consists of three volumes viz.

- a. **RFP Volume I:** Functional, Technical and Operational Requirements
- b. **RFP Volume II:** Commercial and Bidding Terms
- c. **RFP Volume III:** Contractual and Legal Specifications

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security.

4. GENERAL INSTRUCTIONS TO BIDDERS

4.1 General Eligibility to Bid

- a. This invitation for bids is open to all Indian companies which fulfil pre-qualification criteria as specified in this Volume of RFP.
- b. Bidders declared by the Department to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c. Breach of general or specific instructions for bidding, general and special conditions of contract with the Department or any of its other client organizations during the past 5 years may make a firm ineligible to participate in bidding process.
- d. The Department reserves its right to subject the bidders to security clearances as it deems necessary and ALL the personnel of the selected IA before they are appointed on Project.

4.2 Bidder Queries /Clarifications on RFP

A prospective bidder requiring any clarification on the bidding documents may notify the Department in writing) by e-mail (anitamittal@nisg.org), nirmalnangiairs@gmail.com.

Any request for clarification of the bidding documents should be sent up to 5.00 PM of 8-3-13. The bidder shall have to submit any queries related to the Bid document in the format as specified in Annexure 5.

The Department will endeavor to provide a complete, accurate, and timely response to all questions to all the bidders. However, the Department makes no representation or warranty as to the completeness or accuracy of any response, nor does the Department undertake to answer all the queries that have been posed by the bidders. The Department's response (without identifying the source of the inquiry) will be uploaded on www.incometaxindia.gov.in.

4.3 Pre-Bid Conference

The Department will host a Pre-Bid Conference, on the date mentioned in calendar of events. Any change in the date, time and venue of the conference will be intimated to all bidders through the department's website www.incometaxindia.gov.in. The representatives of the interested bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed NJRS Project requirements.

4.4 Supplementary Information to the RFP

If the Department deems it appropriate to revise any part of this RFP or to issue additional data, it may issue supplements to this RFP. Such supplemental information will be made available on Department's website www.incometaxindia.gov.in. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

4.5 Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement provided in Volume III) and all such activities related to the bid process. This RFP does not commit the Department to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

4.6 Department's Right to Terminate the Process

- a. The Department makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result in the Department selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the Department to execute a contract or to continue negotiations.

4.7 Conflict of interest

IA shall not participate in any tender arising out of the work carried out through this RFP.

4.8 Consortium

Considering the wide variety of skills and resources needed to implement the NJRS Project, a group of Companies are allowed to come together and bid for this Project as a consortium. However, the following must be noted with respect to consortium bids:



- a. The number of consortium members cannot exceed two.
- b. The qualification bid shall contain the details of arrangements between the consortium members and one of the members has to be declared as the Prime Bidder.
- c. Only the Prime Bidder will submit the bids and sign the contract.
- d. The sole responsibility under the contract would be that of the Prime Bidder only. The Department shall only correspond and hold the prime bidder responsible for the execution of the project, contract and the SLA.
- e. A company can submit only one bid either acting alone or acting as a member of any consortium.

4.9 Bid Security

- a. Bidders shall submit, along with their Bids, a bid security in the form of Bank Guarantee / Demand Draft / Banker's Cheque / Fixed deposit drawn in favour of Accounts Officer, Zonal Accounts Office, CBDT, New Delhi) and payable at New Delhi for an amount of Rs. 10,00,000/- (Rs Ten Lakhs Only) payable at Delhi. The Bid security (Earnest Money Deposit) should be valid for a period of 180 days from the date of submission of the bid. The bidder has to also submit the bid amount, a non-refundable fee of Rs 10,000/- in the form of demand draft in favor of Accounts Officer, Zonal Accounts Office, CBDT, New Delhi) and payable at New Delhi.
- b. The bid security of all unsuccessful bidders would be refunded by the Department within 30 days of the bidder being notified by the Department as being unsuccessful. The bid security, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
- c. The bid submitted without bid security, mentioned above, will be liable for rejection forthwith.

4.10 Late bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

4.11 Bid Submission Instructions

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Department will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.



4.11.1 Documents comprising the bidders' proposal

a. Proposal submitted by the bidder shall comprise the following:

- i. Prequalification proposal in the format as specified in Annexure 1 of this volume.
- ii. Technical proposal in the format as specified below and in Annexure No.2 of this Volume.
- iii. Commercial proposal as specified in Annexure No.3 of this Volume. The bidders also need to provide the component-wise cost details used for arriving at the quoted commercials.
- iv. Any other information that is required to be submitted in the proposal process.

The bidders must submit prequalification & technical proposal in soft as well as hard copy format properly labeled. However, the Commercial Proposal must be submitted in hard copy only.

b. Bidder shall submit with its proposal, inter- alia, the following attachments:

- i. A board resolution (in case of a consortium bid, the Prime Bidder's Board of Directors) designating an authorised signatory(s) to sign/ execute the proposal as a binding document and also to execute all relevant communications, agreements forming part of RFP.
- ii. A certified true copy of the consortium agreement the Prime Bidder and the other members of the consortium, describing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the proposed project.

Bidders shall furnish the required information on their technical and commercial strengths in the enclosed formats only. Any deviations in format may make the bid liable for rejection.

c. Deviations and Exclusions.

The bidder shall provide the deviations and exclusions, if any, from the specifications and requirements as defined in this RFP in the format provided in Annexure No.2. Department reserves its right to treat the deviations and exclusions in any manner that Department deems suitable for the bidding process.

4.11.2 Source Code and Intellectual Property Rights

The source codes & intellectual property rights of all the software and data developed/ scanned/ entered/ migrated under this project shall be the exclusive property of Department. Bidders should submit a declaration to this affect.

4.11.3 Total Responsibility



Bidder (Prime bidder in case of a consortium) should submit a statement undertaking total responsibility for the defect free operation of the proposed NJRS system, which shall not include any conditional statements.

4.11.4 Signature

The covering letter must bear the bidder's name and must be signed by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatory(s) must be fulfilled.

4.11.5 Bid Submission

- a. Submission of bids shall be in accordance with the instructions given in the Table below:

Table 4: Bid Submission Instructions

Envelope 1 : Bid Security	The envelope containing the Bid Security shall be sealed and super-scribed "Bid Security - National Judicial Reference System". It should also contain the bid amount, a non-refundable fee of Rs 10,000/- .
Envelope 2 : Prequalification Proposal	The Prequalification Proposal shall be prepared in accordance with the requirements & formats as specified in this RFP. This Bid should be submitted on a non-rewritable CD format as well as a hard copy. The words "Pre-qualification Proposal - National Judicial Reference System" shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed. The envelope shall be sealed and super scribed "Pre-qualification Proposal - National Judicial Reference System" on the top right hand corner and addressed to Department at the address specified in this volume.
Envelope 3 : Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements & formats specified in this RFP. The Technical Bid should be submitted on a non-rewritable CD format as well as a hard copy. The words "Technical Proposal - National Judicial Reference

	System” shall be written in indelible ink on the CD. The Hard Copy shall be signed by the authorized signatory on all the pages before being put along with the CD in the envelope and sealed. The envelope shall be sealed and super scribed “Technical Proposal - National Judicial Reference System” on the top right hand corner and addressed to Department at the address specified in this volume. This envelope should not contain the Commercial Proposal, in either explicit or implicit form, in which case the bid will be rejected.
Envelope 4: Commercial Proposal	The Commercial Proposal shall be submitted in a sealed envelope as per the forms prescribed in this RFP. The Commercial Proposal shall be submitted in the form of a printed Hard Copy only. The Hard Copy shall be signed by the authorized signatory on all the pages before being put in an envelope and sealed. The envelope should be super scribed “Commercial Proposal - National Judicial Reference System”. (Not to be opened with the Technical Proposal) at the top right hand corner and addressed to Department at the address specified in this volume. <i>Note: Unsigned Hard Copy of the Commercial Proposal will lead to rejection of the bid.</i>
Envelope 5	All the above 4 envelopes along with the covering letter should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“Proposal for National Judicial Reference System for the Income Tax Department, Gol”)
Note:	The outer and inner envelopes mentioned above shall indicate the name and address of the bidder (prime bidder, in case of consortium) agency and addressed to Department at the address specified in this volume. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination

after the deadline.

- b. Department will not accept proposal in any other format/manner other than that specified in this volume. Proposal submitted in any other manner shall be treated as defective, invalid and rejected.

4.11.6 Period of Validity of Proposals

- a. The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, Department may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

4.11.7 Amendment of RFP

- 4.11.8 At any time prior to the deadline for submission of proposals, Department, for any reason, may modify the RFP by amendment notified in writing or by fax or email or by uploading on Department's website www.incometaxindia.gov.in and such amendment shall be binding on the bidders. Department, at its discretion, may extend the deadline for the submission of proposals.

This RFP is not an offer and is issued with no commitment. Department reserves the right to withdraw the RFP and change or vary any part thereof at any stage. Department also reserves the right to disqualify any bidder, should it be so necessary at any stage for any reason whatsoever. All proposals and accompanying documentation of the technical proposal will become the property of Department and will not be returned after opening of the technical proposals. The commercial proposals that are not opened will be returned to the bidders. Department is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. Department shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

4.11.9 Language of Proposals



The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of Department and will not be returned.

4.11.10 Prices

- a. The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. However, in case of a consortium the successful Prime Bidder shall be solely held responsible for the components / services provided during the period of contract. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract Price shall be the only payment, payable by Department to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted by the bidder should be inclusive of all taxes, duties, charges and levies as applicable - excluding service tax.
- b. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- c. Any increase in rates of taxes (excluding service tax) will be to the account of IA.

4.11.11 Correction of errors

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the due date of bid submission. All corrections, if any, should be initialled/signed by the person signing the proposal form before submission
- b. Arithmetic errors in proposals will be corrected as follows:
 - i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
 - ii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- c. The amount stated in the commercial proposal will be adjusted by the Department in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Commercial

Proposal, its proposal will be rejected and bid security of the Bidder will be forfeited and the Bidder will be liable for other appropriate action as decided by the Department.

4.11.12 Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a proposal appears to be “canned”¹ presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed NJRS project,

4.11.13 Disqualification

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

- a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal as prescribed in section 4.10.12.
- b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- c. The bidder submits conditional bid.
- d. Proposal is received after due date and time.
- e. If Bidder provides quotation only for a part of the project.
- f. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- g. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

¹Memorized, one size fits all [presentation](#) , without [discrimination](#) or [modification](#), before every [audience](#) or [prospect](#).

- h. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by Department. For the purpose of this document common interest shall mean the power to direct or exercise significant influence over the management or policies of a person, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise; Provided that, in any event, the direct or indirect acquisition or control of more than 10% (ten per cent) of the voting rights or of shares or securities of a person is deemed to constitute a common interest in that person. Bidders may specifically note that while evaluating the proposals, if it comes to Department's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal or for price rigging then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by Department.

4.11.14 Modification and Withdrawal of Proposals

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

4.11.15 Conflict of Interest

Bidder shall furnish an undertaking as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective consortium member due to prior, current, or proposed contracts, engagements, or affiliations with Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

4.11.16 Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

4.12 General Conditions



The following terms are applicable to this RFP and the bidder's proposal:

- a. Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of Department unless stated otherwise in the definitive service agreement.
- b. Timing and sequence of events resulting from this RFP shall ultimately be determined by Department.
- c. No oral conversations or agreements with any official, agent, or employee of Department shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of Department shall be superseded by the definitive service agreement that results from this RFP process. Oral communications by Department to bidders shall not be considered binding on Department, nor shall any written materials provided by any person other than Department.
- d. Proposals are liable for rejection if they limit or modify any of the terms and conditions or specifications of this RFP.
- e. By responding, the bidder shall be deemed to have represented and warranted: that its proposal is not made in connection with any competing bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of Department participated directly or indirectly in the bidder's proposal preparation.
- f. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against Department or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- g. Until the contract is awarded and during the currency of the contract, bidders shall not, directly or indirectly, solicit any employee of Department to leave Department or any other officials involved in this RFP process in order to accept employment with the bidder, its affiliates, actual or prospective consortium members, or any person acting in concert with the bidder, without prior written approval of Department.

5. PRE QUALIFICATION BID

5.1 Pre-Qualification process

Prequalification bid will be used for assessing the bidders on the basis of prequalification criteria laid down in this RFP. Therefore the bidders are required to submit this bid in specified format furnishing all the required information and supporting documents.

A bid may be rejected at prequalification stage itself and not considered for technical evaluation if it fails to satisfy the prequalification criteria specified in this RFP.

5.2 Criteria for Pre-Qualification

The pre-qualification criteria to be met by the participating bidders are as given below:

Table 5: Pre-Qualification Criteria

S. No	Pre-Qualification Criteria	Proof Required
1.	The Bidder (all members in case of consortium) should be registered in India under Companies Act (1956) for a period of at least 5 years as on 31-3-2012.	Copy of Certificate of Incorporation and Memorandum and Articles of Association of bidder (for all companies in case of consortium).
2.	The bidder (all members put together in the case of a consortium) should have a minimum annual turnover of INR 100 Crores (Rupees Hundred Crores), in each of the last three financial years (i.e. 2009-2010, 2010-2011& 2011-2012). Out of the above total turnover, at least INR 50 Crores should be from IT services and system integration services in each financial year.	Audited Profit and Loss Statement and Balance sheet along with certificate from statutory auditor/Company Secretary clearly specifying the total turnover and turnover from IT Services and System Integration Services for the specified years.

S. No	Pre-Qualification Criteria	Proof Required
3.	The Bidder (all members put together in case of consortium) should have a minimum positive net worth of INR 10 Crores (Rupees Ten Crores), as on 31-3-12). [Net Worth = Paid-up share capital + Reserves and surpluses (Excluding Revaluation reserves) - Preliminary and pre-operative expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' report]	Audited annual accounts supported by statutory auditor certificate specifying the net worth.
4.	The Bidder (any member in case of consortium) should be currently owning & maintaining a digital database of at least 50,000 Income Tax Judicial decisions of ITAT, AAR, HC and SC. [The database should contain the complete text of the decisions with metadata, keywords, headnotes, cross referencing and must be searchable on various parameters.]	Self-certification by the authorized signatory indicating the ownership of such a database and number of judicial decisions in the database.

S. No	Pre-Qualification Criteria	Proof Required
5.	The Bidder (any member in case of a consortium) should have successfully executed at least one Portal/website/web application development project in India, with a user base of at least 5000.	Copy of Work order and certificate of completion or self-attested certification Documentary proof for the stated number of users attested by client or certified by the authorized signatory of the Bidder. or Self-certification from authorized signatory of the bidder/consortium partner in case the bidder/consortium partner developed a public portal for its own business along with proof of number of users.
6.	The Bidder (any member in case of a consortium) should have successfully completed a project involving digitization and Document Management in India, worth at least Rs 2 Crores.	Copy of Work order and certificate of completion /self-certificate attested by the client or Self-certification from authorized signatory of the bidder/consortium partner in case the bidder/consortium partner developed a the system for its own business

S. No	Pre-Qualification Criteria	Proof Required
7.	The Bidder (any member in case of a consortium) should not be Blacklisted or involved in any Corrupt & Fraudulent Practices by any Central/ State government ministry/affiliate or Public sector undertaking.	Certificate from the Company Secretary of the bidder/ each member in case of consortium.
8.	In case of consortium bid, the Prime Bidder would need to submit an Agreement with the other members of consortium for the contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. The agreement should be prepared on a stamp paper of requisite value. The Agreement concluded by the Prime Bidder and consortium members should also be addressed to the ITD clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the contract period.	Consortium Agreement on stamp paper

Note: Any bid failing to meet the above stated pre-qualification criteria shall be summarily rejected and will not be considered for Technical Evaluation.

6. TECHNICAL BID

6.1 Technical Proposal Instructions and Conditions

- a. The technical proposal should address all the areas/ sections as specified in the Technical Evaluation Criteria (given in Annexure No.6 of this Volume) and contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. Mentioning of Price in the Technical bid will lead to disqualification of the bidder. In submitting additional information, please mark it as "supplementary" to the required response. Additional information directly relevant to the scope of services provided in the Volume I of the RFP may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response. However, it is clearly understood that the additional services or supplementary information will not be considered for evaluation purposes. If the bidder wishes to propose additional services or enhanced levels of services (without any additional financial implication) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to the proposal.
- b. The technical proposal should address the following:
 - i. Compliance to the requirement of the Department. *(Note: These compliances shall be referred to while evaluating the proposals and shall also form an illustrative checklist while conducting UAT for NJRS.)*
 - ii. A brief about the bidder (s) and their service/expertise areas.
 - iii. Understanding of the NJRS Project
 - iv. It should specifically bring out the quality and completeness of the existing digital direct tax judicial database of the bidder. The bidder should submit a Compact Disk containing the digital database together with metadata and headnotes and details about the subscriber base, concurrent users and years of operation of the database.
 - v. Approach & Methodology to be adopted for the NJRS Project.
 - vi. Project Plan.
 - vii. Proposed Solution for NJRS Project covering following minimal aspects:
 - Overview of the Proposed Solution that meets the requirements specified in the RFP
 - Overall proposed Solution architecture

- Technical architecture
 - Deployment Architecture
 - Security architecture
 - Integration Architecture
 - Network architecture
 - How the proposed solution addresses scalability, availability, performance, security and manageability?
- viii. Bill of material of all the components (i.e. software, hardware, etc.)
- ix. Details of the services proposed to be hired by Bidder.
- x. Operational environment.
- xi. Project team structure, size, capability and deployment plan (Total Staffing plan including numbers)
- xii. Profiles of resources proposed for the project (to be provided in the format included in Annexure No.2)
- xiii. The bidder shall provide an undertaking, on a separate letter on company letter head signed by the authorized signatory, in the technical bid that all the profiles of the proposed resources are complete and accurate. In addition, each profile shall be signed by the resource (of whom the profile is submitted) and the authorized signatory. If the signature of the resource couldn't be obtained, the authorized signatory, in each profile shall mention and certify that he has obtained the consent of the respective employee on the accuracy and completeness of qualifications and experience specified in the profile.
- xiv. Details of consortium partners/sub-contractors, if any. Subcontractors, if any, should be disclosed at the time of proposal.
- xv. Project Management, reporting and review methodology
- xvi. Strategy for conducting Operations & Maintenance
- xvii. Risk Management approach and plan
- xviii. Certification from the software vendors on the Infrastructure proposed by bidder
- xix. Change Management training and Communication Strategy for key stakeholders of the project.
- xx. Key Deliverables (along with example deliverables , where possible)
- xxi. Bidder's experience, to be provided in the format specified in Annexure No.2, in all the project related areas as highlighted in Bid evaluation criteria

c. The technical proposal shall also contain bidder's plan to address the key challenges anticipated during the execution of the project. The bidder is expected to provide bill of materials for the proposed solution as part of technical proposal without price quote. The Bill of materials/deliverables as given in the technical solution should be in consonance with the commercial proposal. Any deviations between technical and commercial proposals shall make the proposal as being unresponsive and may lead to disqualification of the proposal. Department reserves the right to take appropriate action in this regard.

d. Manpower deployment plan and resources to be dedicated to the project

Bidder must provide the following information:

- i. A specific description of the prior experience and expertise of the resources in the organization that enable the organization to provide a scalable, robust, and industry standards based products and support services;
- ii. Resumes of manager(s) responsible for the management of this project, highlighting pertinent experience.
- iii. Resumes of bidder and/or sub-contracted personnel who would be directly assigned to provide services pertaining to this contract and the specific function each individual would perform;
- iv. All the resumes of the proposed team should be given in the format provided in Annexure No.2.

e. Consortium Member Statement

The Bidder shall provide the following information in respect of the consortium members that the bidder will engage to provide any of the services required under this RFP. For each proposed consortium member, bidder shall provide the following:

- i. Brief description of nature of products/services to be provided by consortium member out of the total scope of work of this project;
- ii. Head and branch offices (if responsible for work under this contract) (provide street and mailing addresses, phone, fax and email);
- iii. Date, form and state of incorporation;
- iv. Contract administrator (name, business address, fax, phone and email address of individual responsible for administering any contract that might result from this RFP);

- v. Company principals (name, title and business address); and,
- vi. Current or prior successful partnerships with proposed consortium member including client reference (contact name, phone number, dates when services were performed), if any.

6.2 Covering letters and Signature

The covering letter must be signed with the bidder's name (in case of consortium, Prime bidder's name) and by a representative of the bidder (in case of consortium, Prime bidder), who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

6.3 Evaluation of Technical Proposals

The evaluation of the Technical bids will be carried out in the following manner:

- a. The Technical Bids of only the pre-qualified bidders will be opened for evaluation.
- b. The bidders' technical solution proposed in the bid document is evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this document.
- c. A cut-off score of **at least 70%** in the Technical Bid Evaluation is required for a bidder to enter into the commercial bidding round.
- d. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
- e. **Proposal Presentations and demonstration of their proposed solution / product:** The committee may invite each bidder to make a presentation to the Department at a date, time and venue decided by the Department. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals. The presentations/demonstrations will enable the Department in evaluating the proposals.

7. COMMERCIAL BID

7.1 Commercial proposal Instructions and conditions

- a. Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal. Prices shall be quoted entirely in Indian Rupees and must be arrived at after including all expenses, rates, and taxes (excluding service tax).
- b. The commercial proposal must be submitted in the format specified in Annexure No.3 of this volume and must include component-wise costing sheet as an additional information (clearly marked so).

7.2 Covering letter and Signatures

The covering letter must be signed with the bidder's name (Prime Bidder in case of a consortium) and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

7.3 Pricing of the Items of the Technical Bid

The bidder shall quote the price as per specified format fixed for the entire project on a single responsibility basis. However, in case of a consortium the successful prime bidder shall be solely held responsible for the components / services provided during the period of contract.

No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Department to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted by the bidder should be inclusive of all taxes, duties, charges and levies as applicable - excluding service tax'.

The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

8. BID OPENING AND EVALUATION PROCESS

8.1 General guidelines for bid opening

8.1.1 Bid opening sessions



The bids will be opened, in three sessions, one each for Prequalification, Technical and Commercial, in the presence of bidders' representatives (only one per bidder) who choose to attend the Bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Department, the Bids shall be opened at the same time and location on the next working day. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

8.1.2 Opening of Bid Security envelope

The bid security will be opened, by a Committee of Officers (the "Committee") appointed by Department for bid evaluation, in the presence of bidders' representatives (only one) who choose to attend the session on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Pre-qualification Bid is opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

The department shall open the bids at the specified time and date even in case if there are no representatives from the bidder.

8.2 Proposal Evaluation process

8.2.1 Stages of Evaluation

The evaluation of the proposals will be carried out in three stages:

- a. Prequalification Evaluation
- b. Technical Bid Evaluation
- c. Commercial Bid Evaluation

8.2.2 Evaluation of Pre-Qualification Bids

The Prequalification proposal envelopes of only those bidders, whose Bid Security is in order, shall be opened in the same session. The bids will then be passed on to the Committee for evaluation. The Committee may comprise, or receive assistance from, several teams conducting parallel evaluations.

The bidders will be assessed on the prequalification criteria as specified in section 5.2 of this Volume.

8.3 Opening of Technical Bids

Department will open all Technical Bids in the presence of Bidders' representatives who choose to attend the Technical Bid opening. Technical Bids will be opened and compared after the prequalification evaluation has been completed. Any pre-qualification bid failing to meet any one of the prequalification criteria as set out in this document shall be summarily rejected and will not be considered for Technical Evaluation.

During the course of evaluation of the Technical Bids, the bidders may be requested to make a presentation to the TEC (Bid Evaluation Committee) based on their Technical proposal submitted for the project. The date and time for the presentation will be intimated to the bidders well in advance through email or fax.

During the presentation, the bidder needs to demonstrate the proposed solutions in line with the requirements as stated in the RFP and as per the proposal submitted by the bidder.

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for Department, the Bids shall be opened at the appointed time and location on the next working day.

8.4 Evaluation of Technical Bids

The evaluation of the Technical bids will be carried out in the following manner:

- a. The Technical Bids of only the pre-qualified bidders will be opened for evaluation.
- b. The bidders' technical solution proposed in the bid document is evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this document. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.

- c. **Proposal Presentations and demonstration of their proposed solution/product:** The committee may invite each bidder to make a presentation to Department at a date, time and venue decided by Department. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals. The presentations/demonstrations will enable the Department in evaluating the proposals.
- d. The committee may seek clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The committee may seek inputs from their professional, technical experts in the evaluation process.
- e. Following will be the technical evaluation scheme:
 - i. Each Technical Bid will be assessed for technical score on a scale of 1 (minimum) to 100 (maximum) points
 - ii. Only the bidders, who score a total Technical score of **70 (Seventy)** or more, will qualify for the evaluation of their commercial bids.
 - iii. Following distribution of evaluation parameter and weightage will be adopted for technical evaluation of bids.

8.5 Technical scores and qualification

The detailed technical evaluation scheme is provided in **Annexure No.6** of this RFP.

The vendors should score a **minimum score of 70** in the technical evaluation to qualify for Commercial bid opening.

8.6 Opening of Commercial Bids

Commercial Bids will be opened and compared after the technical evaluation has been completed for those Bidders whose technical bids reach the minimum standard needed for the task.

The Commercial Bids will be opened in the presence of Bidders' representatives who choose to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices, Discount, etc. will be announced at the meeting. In the event of the specified date of Bid opening being declared a holiday for Department, the Bids shall be opened at the appointed time and location on the next working day.

8.7 Evaluation of Commercial Bids

- a. The Commercial Bids of only the technically qualified bidders will be opened and evaluated as per the evaluation criteria mentioned below:
- b.
 - i. The Total Cost (TC) of each bid will be calculated as follows:

$$\text{TC} = 20* [\text{Equated Quarterly Instalment quoted for NJRS as per commercial bid format}] \\ + \text{Scanning cost per page} * X1$$

Where

x1
50,00,000 Pages

- ii. The bid with the lowest TC (L1) will be declared as the 'Best Value Bid'.
- iii. In the event two bids are 'tied' on the basis of their TC, the bid securing the highest technical score will be adjudged "the Best Value Bid".

Information relating to the examination, clarification, evaluation and comparison of proposals and recommendations for the award of the project shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

8.8 Negotiations, Contract finalization and Award

Under exceptional circumstances, Department reserves the right to negotiate with the bidder whose proposal has been ranked Best Value Bid by the committee on the basis of Technical and Commercial Evaluation. A contract will be awarded to the responsible and responsive bidder whose proposal conforms to the RFP and in the opinion of Department represents the best value to the proposed project.

9. AWARD OF CONTRACT

9.1 Award Criteria

The Department will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal.

9.2 Department's right to accept any Proposal and to reject any or all Proposals

The Department reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Department's action.

9.3 Notification of Award

Prior to the expiration of the validity period of the bid (or the extended validity period), the Department will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of bank guarantee, the Department will promptly notify each unsuccessful bidder and return their Bid Security.

9.4 Signing of Contract

When the Department notifies the successful bidder that its proposal has been accepted, the IA shall submit the Performance Bank Guarantee (PBG) and the Department shall enter into a separate contract, incorporating all agreements between the Department and the successful bidder within 7 days thereafter. The Model agreement (Draft MSA) is provided in RFP Volume III.

The Department shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful bidder.

9.5 Performance Bank Guarantee

- a. The successful bidder shall at his own expense deposit with the Department, within two weeks of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank or Scheduled Indian Banks acceptable to the Department, in the format prescribed in Annexure No.4, payable on demand, for the due performance and fulfilment of the contract by the bidder.

- b. This Performance Bank Guarantee will be 10% of the project cost (TC as specified in section 8.7) quoted by the bidder, valid for two months beyond the term of contract, which shall be submitted by IA upon signing the contract. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid till six months beyond the completion of the warranty/support period, i.e., Sixty six (66) months after go-live. Subject to the terms and conditions in the performance bank guarantee, at the end of Sixty six months after the system goes “Live”, the performance bank guarantee will lapse automatically. In case the Contract is extended, the Performance Bank Guarantee has to be valid for six months beyond the extended period. The performance bank guarantee may be discharged/ returned by the Department upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- c. In the event of the bidder being unable to service the contract for whatever reason, the Department would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Department under the contract in the matter, the proceeds of the PBG shall be payable to the Department as compensation for any loss resulting from the bidder’s failure to perform/ comply with its obligations under the contract. The Department shall notify the bidder in writing of the exercise of its right to receive such compensation indicating the contractual obligation(s) for which the bidder is in default and the bidder will have to pay it within 14 days of the notice date. The Department’s decision in this respect will be final.
- d. The Department shall also be entitled to make recoveries from the bidder’s bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- e. In case the project is delayed beyond the project schedule as mentioned in this RFP, for the reasons attributable to IA, the performance bank guarantee shall be accordingly extended by the IA for the duration equivalent to the delays caused in the project.

9.6 Warranty & Maintenance

- a. The successful bidder shall provide a comprehensive warranty for duration of 60 months, commencing from the date when the system is declared “GO LIVE”.

- b. Bidder shall also provide complete maintenance support for all the proposed NJRS project components as outlined in this RFP for a period of 60 months, commencing from the date when the system is declared “GO LIVE”.
- c. During the comprehensive warranty period, the successful bidder will provide all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to the Department.
- d. The successful bidder shall warrant the Department that:
 - i. The implemented NJRS solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
 - ii. The implemented NJRS solution will achieve parameters delineated in the technical specification/ requirement of the RFP and shall be appropriately integrated to meet NJRS requirements.
 - iii. The successful bidder will be responsible for warranty services from subcontracted third party producers or licensors of products included in the systems.
 - iv. The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

9.7 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for fresh bids.

ANNEXURES

Annexure 1: Formats for Prequalification Bid

Form 1: Details of the Organization

1. General Information				
S. No	Particulars	Details to be furnished		
I	Details of the Prime Bidder (Company)			
	Name			
	Address			
	Telephone		Fax	
	E-mail		Website	
	<i>Details of Authorized person</i>			
	Name			
	Designation			
	Address			
	Telephone		E-mail	
II	Details of the members of the Consortium			
	Name			
	Address			
	Telephone		Fax	
	E-mail			
	<i>Details of Authorized person</i>			
	Name			
	Designation			

	Address			
	Telephone		E-mail	
	Designation			
	Address			
	Telephone		E-mail	

2. Details of Specific Responsibilities (applicable in case of Consortium only)

S. No	Name of Prime Bidder or member Company (in case of consortium)	Specific responsibilities of each member (incl. Prime Bidder) in the scope of implementation of NJRS Project

Form 2: Format for Prequalification Bid Cover Letter

[Date]

To,

Director (L&R),

<<Contact Address as given in Calendar of Events Table >>

.

Sub: Pre-qualification criteria for shortlisting an Agency for implementation of National Judicial Reference System (NJRS) for Income Tax Department, Gol

Dear Sir,

Having examined the Bid document and amendments, we, the undersigned, offer to implement the system& meet the requirement, and offer other services as required and outlined in the RFP. The details sought by the organization to evaluate the bidder's technical skill base and financial capacity to implement the system are provided in the pre-qualification bid. As it is required, the list of details specified in the table below is given in the formats specified in the RFP as and where applicable.

The details specified in the formats are substantiated with support documents as required. The details are as under:

S. No	Pre-Qualification Criteria	Proof Required
1	The Bidder (all members in case of consortium) should be registered in India under Companies Act (1956) for a period of at least 5 years as on 31-3-2012.	Copy of Certificate of Incorporation and Memorandum and Articles of Association of bidder (for all companies in case of consortium).
2	The bidder (all members put together in the case of a consortium) should have a minimum annual turnover of INR 100 Crores (Rupees Hundred Crores), in each of the last three financial years (i.e. 2009-2010, 2010-2011& 2011-2012). Out of the above total turnover, at least INR 50 Crores should be from IT services and system integration services	Audited Profit and Loss Statement and Balance sheet along with certificate from statutory auditor/Company Secretary clearly specifying the total turnover and turnover from IT Services and System Integration Services for the

S. No	Pre-Qualification Criteria	Proof Required
	in each financial year.	specified years.
3	The Bidder (all members put together in case of consortium) should have a minimum positive net worth of INR 10 Crores (Rupees Ten Crores), as on 31-3-12). [Net Worth = Paid-up share capital + Reserves and surpluses (Excluding Revaluation reserves) - Preliminary and pre-operative expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the Auditors' report]	Audited annual accounts supported by statutory auditor certificate specifying the net worth.
4	The Bidder (any member in case of consortium) should be currently owning & maintaining a digital database of at least 50,000 Income Tax Judicial decisions of ITAT, AAR, HC and SC. [The database should contain the complete text of the decisions with metadata, keywords, headnotes, cross referencing and must be searchable on various parameters.]	Self-certification by the authorized signatory indicating the ownership of such a database and number of judicial decisions in the database.
5	The Bidder (any member in case of a consortium) should have successfully executed at least one Portal/website/web application development project in India, with a user base of at least 5000.	Copy of Work order and certificate of completion or self-attested certification Documentary proof for the stated number of users attested by client or certified by the authorized signatory of the Bidder. or

S. No	Pre-Qualification Criteria	Proof Required
		Self-certification from authorized signatory of the bidder/consortium partner in case the bidder/consortium partner developed a public portal for its own business along with proof of number of users.
6	The Bidder (any member in case of a consortium) should have successfully completed a project involving digitization and Document Management in India, worth at least Rs 2 Crores.	Copy of Work order and certificate of completion /self-certificate attested by the client or Self-certification from authorized signatory of the bidder/consortium partner in case the bidder/consortium partner developed a the system for its own business
7	The Bidder (any member in case of a consortium) should not be Blacklisted or involved in any Corrupt & Fraudulent Practices by any Central/ State government ministry/affiliate or Public sector undertaking.	Certificate from the Company Secretary of the bidder/ each member in case of consortium.

S. No	Pre-Qualification Criteria	Proof Required
8	In case of consortium bid, the Prime Bidder would need to submit an Agreement with the other members of consortium for the contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. The agreement should be prepared on a stamp paper of requisite value. The Agreement concluded by the Prime Bidder and consortium members should also be addressed to the ITD clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the contract period.	Consortium Agreement on stamp paper

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We further clearly understand that Income Tax Department, Gol is not obliged to inform us of the reasons of rejection of our bid.

Dated this ____ day of _____ 2013

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Form 3: Undertaking- Not Blacklisted(To be provided by each member of the Consortium)**TO WHOMSOEVER IT MAY CONCERN**

We M/s. _____ hereby confirm that our firm has not been blacklisted by any State Government/Central Government.

We M/s. _____ further confirm that our firm has no legal case pending in any of the courts for winding up the company.

Place:

Authorized Signatory

Date:

Name
(Designation)

Form 4: Format for Bid Security (EMD)

Whereas _____ (hereinafter called "the Bidder") has submitted its proposal offer dated _____ 2013 for the project of _____ (hereinafter called "the project") KNOW ALL MEN by these presents that WE _____ of _____ (hereinafter called the Bank:) are bound up to _____ (hereinafter called "Department ") in the sum of _____ for which payment well and truly to be made to the said Department, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the Said Bank this _____ day of _____ 2013.

THE CONDITIONS of this obligation are:

If the bidder withdraws its project during the period of development or operation validity specified by the bidder on the Tender Form; or If the Bidder, having been notified of the acceptance of its tender by the Department during the period of project validity: fails or refuses to execute the contract Form if required; or fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document; We undertake to pay the DEPARTMENT up to the above amount upon receipt of its first written demand, without the DEPARTMENT having to substantiate its demand, provided that in its demand the DEPARTMENT will note that the amount claimed by it is due 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 and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Place:

(Signature of the Bank)

Annexure 2: Format for Technical Bid**Form 1: Format for Technical Bid Cover Letter**

[Date]

To,

Director (L&R),

<<Contact Address as given in Calendar of Events Table >>

Sub: Technical Bid for shortlisting an Agency for implementation of National Judicial Reference System (NJRS) for Income Tax Department, Gol.

Dear Sir,

Having examined the Bid document and amendments thereof, we, the undersigned, in conformity with the said bid document, offer to provide the said services on terms of reference to be signed upon the award of contract for the sum indicated as per the commercial bid.

We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

We undertake, if our proposal is accepted, to provide the services comprised in the contract within time frame specified, starting from the date of receipt of notification of award from Department.

We agree to abide by this proposal for the period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We agree to execute an agreement in the form to be communicated by Department, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this proposal.

Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

As security for the due performance of the undertaking and obligation of the bid we submit herewith a bid security in the form of Bank Guarantee / Demand Draft / Banker's Cheque / Fixed deposit drawn

in favor of Accounts Officer, Zonal Accounts Office, CBDT, New Delhi) and payable at New Delhi>> for an amount of Rs. 10,00,000/- (Rs Ten Lakhs Only) payable at Delhi.

We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We further clearly understand that Department is not obliged to inform us of the reasons of rejection of our bid.

Dated this _____ day of _____ 2013

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Form 2: Format for Citations for projects carried out

Project Title: (Attach separate sheet for each project)	
Country:	Duration of Assignment:
Name of Client:	Total Number of Staff Months:
Address:	Approximate Value of services provided:
Start Date (month/year):	End Date (month/year):
Number of professional staff provided by associated firm:	Name of Associated Consultants (if any):
Name of Senior Staff associated with the assignment:	Referrals (Client side) : - Name: Designation: Role in the Project: Contact Number: Email Id:
Narrative Description of Project:	
Description of Actual Services provided by your staff within the assignment:	
Relevance of the assignment / project to the current project: <describe how this experience supports the evaluation criteria listed in Annexure 6>	

Form 3: Format for Project Team Details

Project Team							
S. No.	Name of the Employee	Proposed Position for the Project	Designation	Qualifications	Total Experience	Expertise / Skill Set	*Deployment Location
During the development& implementation stage of the NJRS System							
During the Operations & Maintenance stage of the NJRS System							

Form 4: Format for Team Member Details

Proposed Position																
Name of the Staff																
Date of Birth																
Education																
Membership of Professional Associations																
Countries of Work Experience																
Languages	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Language	Reading	Writing	Speaking								
Language	Reading	Writing	Speaking													
Employment Record	<table border="1"> <thead> <tr> <th>Organization</th> <th>Designation</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Organization	Designation	From	To								
Organization	Designation	From	To													
Details of the similar Assignments Undertaken along with the responsibilities undertaken																

Form 5: Format for Statement of Deviation

S. No. (1)	Reference of Clause No. & Pg. No (2)	Deviation in the Proposal (3)	Brief Reasons (4)

Annexure 3: Format for Commercial Bid**Form 1: Format for Commercial Bid Cover Letter**

[Date]

To,

Director (L&R),

<<Contact Address as given in Calendar of Events Table >>

Sub: Commercial Bid for shortlisting an Agency for implementation of National Judicial Reference System (NJRS) for Income Tax Department, Gol

Dear Sir,

Having examined the Bid Document and the amendments thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to implement the 'NJRS Project' for Income Tax Department, Gol. To meet such requirements and to provide services as set out in the bid document our quotation summarizing our commercial proposal is specified as per the format in form 2 of this annexure.

We attach hereto the commercial proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for implementation of 'NJRS Project', put forward in the RFP or such adjusted plan as may subsequently be mutually agreed between us and the Department or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the bid document issued by a bank in India, acceptable to the Department for a sum equivalent to 10% of the total project cost as quoted in our commercial proposal of the bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Department is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Department as to any material fact.”

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2013

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above proposal is authorized to bind the corporation by authority of its governing body.

(Seal here)

Date

Format for Commercial Bid**Total cost including both JRRS and ARMS components in the project**

S. No	Category	Price (in INR) Rs:	No of Units	Taxes and Other Duties	Total Amount	Price (INR) in words:
ii.	Equated Quarterly Installment for NJRS (including all activities under scope of project except scanning and processing of appeals documents quoted separately). 20 Quarterly Installments will be considered for the Project Period.		NA			
iii.	Per Page cost of Scanning and Processing appeal related documents (Uploading, Metadata Creation, keywords, Cross Reference of Records)		50,00,000 pages			

Note:

- As service tax is subject to revision, the bid amount to be quoted by the bidder should be inclusive of all taxes, duties, charges and levies as applicable - excluding service tax.
- The Total Cost (TC) of each bid will be calculated as follows:

$$TC = 20 \times [\text{Equated Quarterly Instalment quoted for NJRS as per commercial bid format}] + \text{Scanning cost per page} \times X1$$

Where

x1
50,00,000 Pages

Dated:

(Signature)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Annexure 4: Format for Performance Bank Guarantee

[Date]

To,

Director (L&R),

<<Contact Address as given in Calendar of Events Table >>

Dear Sir,

PERFORMANCE BANK GUARANTEE: “Implementation of National Judicial Reference System (NJRS) for Income Tax Department, Gol”, Project

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with you (Income Tax Department, Gol) for implementation of NJRS & providing services thereof including Design, Development, Implementation and Operation & Maintenance of “National Judicial Reference System” for Income Tax Department, Gol.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR (In words and figures), being equivalent to 10% of the total project cost as quoted in the commercial proposal submitted by our constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:



In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him in a manner acceptable to you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (in words and figures) without any protest or demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(s), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good for a period of 6 months after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract.

We, bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract becoming effective until the completion of the period of 6 months after the expiry of the said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without any protest or demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against the Income Tax Department, Gol; and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the aforesaid amount during the period from and including the date of issue of this guarantee through the period mentioned above.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR (In words and figure);

This Performance Bank Guarantee shall be valid only up to the completion of six months after the expiry of our constituent's contract with you, subject to the terms and conditions in the said Contract, for the Total Solution; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date) that is six months after the completion of the period of the said contract for the proposed “Implementation of National Judicial Reference System for Income Tax Department” Project.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day of ...<month>... <year>.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annexure 5: Request for Clarifications (RFC)

Bidders requiring specific points of clarification may communicate with the Department during the specified period using the following format.

Income Tax Department, GoI			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of person submitting request	
Full formal address of the organization including phone, fax and email points of contact		Tel:	
		Fax:	
		Email:	
S. No	Bidding Document Reference(s) (Volume/ Section / page)	Content of RFP requiring Clarification	Clarification being sought by the bidder
1			
2			
3			

Annexure 6: Evaluation Criteria- Technical Bid

S.No.	Evaluation Criteria	Maximum Marks
A	TECHNICAL EXPERIENCE & PERFORMANCE IN SIMILAR PROJECTS -	30
a.	Quality and Completeness of the Income Tax Judicial Judgment Repository database owned by the Bidder (any member in the case of a consortium) Some of the parameters for evaluation are as follows: - Number of Judgments (reported + unreported) complete with headnotes and metadata - Number of registered users - Number of concurrent users - Years of Operation <i>The bidder should submit a Compact Disk containing the digital database together with metadata and headnotes and Self-certification from authorized signatory regarding the other parameters mentioned above.</i>	20
b.	Experience in design, development, operation and maintenance of web-based document management system/workflow management system within India. Some of the parameters for evaluation are as follows: - Client type (Any Govt department/PSU/Any other) - Number of successful Implementations For each of the implementations specify: - o Number of documents scanned and incorporated into CMS/Workflow Management System - o Period of implementation <i>The bidder should submit the self-attested copy of certificate of completion</i> OR <i>Self-certification from authorized signatory of the organization in case the bidder has developed a web based document management system/workflow management system for itself.</i>	5

S.No.	Evaluation Criteria	Maximum Marks
c.	Experience of data scanning & migration of at least one lakh documents (cases/ files) in at least one assignment. Some of the parameters for evaluation are as follows: - Client type (Any Govt department/PSU/Any other) - Number of successful implementations	5
B	SOLUTION FITMENT TO NJRS REQUIREMENTS AND SPECIFICATIONS	30
	Demonstration that the proposed solution meets the requirements specified in the RFP, clearly highlighting the following: - o Overall proposed Solution architecture - o How the proposed solution addresses usability, scalability, availability, performance, security and manageability - o search engine capabilities, MIS report generation capability, - o technology for data import from external systems, Document Scanning, Digitisation, cross referencing, Headnote and Metadata creation etc.	
C	PROPOSED METHODOLOGY	10
a.	Proposed methodology should depict the Operationalization of all the components of the project.	
b.	Importing/Scanning & migration Methodology which should clearly highlight the method to be adopted for collecting, scanning and migrating the documents/data into the system.	
c.	Methodology adopted for creation of gist/indexes/metadata/headnotes as per the requirement stated in this RFP.	
D	KEY RESOURCES PROPOSED	20
a.	Project Manager: • Should have at least 15 years of experience in System Integration and Design/Development and project execution with at least 3 years as a project leader (Manager/ Director) in projects. • Should have managed at least two large software implementation projects with at least 10 team members • Should have managed at least two project with a large scale implementation of Content Management/ Document Management / Workflow system • Should be an engineering graduate /MCA or Post-graduate /Diploma in management (PMP/PMI/Prince certification would	

S.No.	Evaluation Criteria	Maximum Marks
	be preferred)	
b.	Domain Experts: Should be a graduate in taxation field with at least 7 years of experience in creation and proof reading of summary/gist, Headnotes of Indian Judiciary Judgments, preferably in taxation field and experience in Judicial Content Management.	
E	PROJECT PLAN	10
a.	Comprehensiveness of the project plan which should include the details on the activities that need to be carried out for the entire project period. These activities should be mapped with the resource deployment.	
b.	Risk management and mitigation plan	
Total Marks		100

Note:

- The details provided must be backed up by documentary proofs.
- Only completed assignments shall be evaluated.

End of Document