



Request for Proposal (RFP)  
for

**“Selection of an agency for IT Operation,  
Maintenance & Up-gradation of Jharkhand VAT  
application and GST State Operations”**

Under Dept. of Commercial Taxes, Govt. of  
Jharkhand



## **NOTICE INVITING TENDER (NIT)**

**For Selection of agency for “IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations” under CT-MIS project for Department of Commercial Taxes, Government of Jharkhand**

Ref No. JAP-IT/DCT/CT-MIS/03/2021 (Re-Tender)

Dated: 07.09.2021

Jharkhand Agency for Promotion of Information Technology (JAP-IT), the nodal agency of Department of Information Technology & e-Governance, Government of Jharkhand invites technical and financial proposals from reputed firms of national and international repute in related field, for **Selection of agency for “IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations” under CT-MIS project for Department of Commercial Taxes, Government of Jharkhand**, as detailed in the Scope of Work in this RFP.

The document can be downloaded from the website <https://jharkhandtenders.gov.in>, <https://jharkhand.gov.in> & <https://japit.jharkhand.gov.in> in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the bidders. **The tender document cost of Rs. 25,000/- (Rs. Twenty-Five Thousand only) is to be submitted vide crossed demand draft on any Nationalized Bank/ Scheduled Bank in favour of The CEO, Jharkhand Agency for Promotion of Information Technology (JAP-IT), Ranchi.**

### **Issuer / Address for Bid Submission and Correspondence**

The CEO  
Jharkhand Agency for Promotion of Information Technology,  
Ranchi  
Ground Floor, Engineers hostel 1,  
Near Golchakkar, Dhurwa, Ranchi-834004.  
Tel: 0651-2401044  
Email: ceo.JAP-IT@jharkhandmail.gov.in

**Abbreviation**

<b><u>SN</u></b>	<b><u>Abbreviation</u></b>	<b><u>Description</u></b>
1	CT-MIS	Commercial Taxes – Management & Intelligence System
2	CBS	Cost Based Selection
3	GoI	Government of India
4	GoJ	Government of Jharkhand
5	DCT	Department of Commercial Taxes
6	DoIT & eGov.	Dept. of Information Technology & eGovernance
7	JAP-IT	Jharkhand Agency for Promotion of Information Technology
8	JH-SDC	Jharkhand State Data Centre
9	JDC	JAP-IT Data Centre
10	SWAN	State Wide Area Network
11	JharNet	Jharkhand Network
12	JharNet 2.0	Jharkhand Network; version two (2)
13	NIC	National Informatics Centre
14	MIS	Management Information System
15	GST	General Sales Tax
16	FAT	Final Acceptance Test
17	O&M	Operation and Maintenance
18	MSA	Master Service Agreement
19	SLA	Service Level Agreement
20	PT	Professional Taxes.
21	SDD	Software Design Document
22	SRS	Software Requirement Specification
23	TIN	Tax Payer's Identification Number
24	JH-VAT	Jharkhand Value Added Tax
25	KT	Knowledge Transfer
26	IDC	Inter departmental Committee
27	CEO	Chief Executive officer
28	MPLS	Multi-Protocol Label Switching
29	GSTN	Goods and Service Tax Network
30	CR	Change Request
31	VC	Video Conferencing
32	BI	Business Intelligence
33	API	Application Programming Interface
34	LT	Luxury Taxes
35	CST	Central Sales Taxes
36	ED	Electricity Duty
37	HW	Hardware
38	ISP	Internet Service Provider
39	CTO	Commercial Taxes Officer
40	IP	Internet Protocol

<b><u>SN</u></b>	<b><u>Abbreviation</u></b>	<b><u>Description</u></b>
41	SI	System Integrator
42	BA	Business Analyst
43	BG	Bank Guarantee
44	PBG	Performance Bank Guarantee
45	DD	Bank Draft/Demand Draft
46	RFP	Request For Proposal
47	TPA	Third Party Auditor
48	VC	Video Conference
49	CV	Curriculum Vitae

## **Definitions:**

- i. **“Agreement”** means the Form of Agreement together with the contents and specifications set out in all the volumes of the RFP.
- ii. **“Bidder”** means Service Providers which are shortlisted through the invitation of Request for proposal (RFP) exclusive for CT-MIS Project.
- iii. **“Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by Department of Commercial Taxes, Government of Jharkhand (JDCT)).
- iv. **“Contract”** means the Agreement entered into between the Purchaser, User and the Service Provider as recorded in the Contract form signed by the Purchaser, User and the Service Provider including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- v. **“Deliverables”** means the products, infrastructure and services agreed to be delivered by the Selected Agency in pursuance of the Agreement as listed in Scope of Work.
- vi. **“Intellectual Property Rights”** means and includes all rights in the Bespoke Software, its improvements, upgrades, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;
- vii. **“Nodal Officer, JAP-IT”** means the officer nominated by Chief Executive Officer, Jharkhand Agency for Promotion of Information Technology (JAP-IT) for executing CT-MIS project.
- viii. **“Nodal Officer, DCT”**, means the Deputy Commissioner or Joint Commissioner, Department of Commercial Taxes, Government of Jharkhand who is to be responsible for discharging all the responsibilities under the CT-MIS project;
- ix. **“Project Data”** means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the System Integrator obtains, possesses or processes in

the context of providing the Services to the users pursuant to this RFP including the SLA;

- x. **“Purchaser”** means Jharkhand Agency for Promotion of Information Technology (JAP-IT) on behalf of Department of Commercial Taxes, Government of Jharkhand.
- xi. **“User”** means Department of Commercial Taxes (DCT), GoJ
- xii. **“RFP”** or “Request for Proposal” means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in this one volume and also includes the clarifications, explanations and amendments issued by Department of Commercial Taxes, Government of Jharkhand from time to time.
- xiii. **“Circle Office”** means offices of Department of Commercial Taxes which is distributed across states in 5 divisional offices and 28 Circle Offices.
- xiv. **“Service Level Agreement”** or **“SLA”** means the agreement on service levels between Department of Commercial Taxes, Government of Jharkhand and Service Provider, in terms of the Service Level requirements as per the model set out in index 7 of this RFP;
- xv. **“Stakeholders”** mean all stakeholders, as defined in Index 6 of the RFP.
- xvi. **“Project Operations and Maintenance”** means O&M is to be carried out by the selected agency as per the terms and conditions of this contract period.
- xvii. **“JharNet 2.0”** ‘JharNet 2.0’ means the Jharkhand State Wide Area Network (JharNet) as provisioned by the State of Jharkhand and the selected Service provider.
- xviii. **‘Uptime’** refers to the network and application availability across various Circle Offices.
- xix. **‘Downtime’** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the Circle Offices of user departments and excludes the scheduled outages planned in advance.
- xx. **‘Incident’** Refers to any event/abnormalities in the functioning of the IT or Non-IT Equipment/specified services that may lead to

disruption in normal IT operations of DCT.

- xxi. **‘MPLS (Multiprotocol Label Switching)’** MPLS is a scalable, protocol-independent transport. In an MPLS network, data packets are assigned labels. Packet-forwarding decisions are made solely on the contents of this label, without the need to examine the packet itself.
- xxii. **“Similar Project”** means bidder should have experience in execution of the project similar in nature, which has been mentioned in the scope of work.
- xxiii. **“Knowledge Transfer”** means understanding all the functional and technical details of project from existing SI to execute the project.
- xxiv. **“Handover”** means transfer of roles and responsibility from the existing SI to new selected bidder.
- xxv. **“Successful Bidder”** means agency which will be selected for the execution of project for the IT Operation, Maintenance & Upgradation of Jharkhand VAT application and GST State Operations of Department of Commercial Taxes Department.
- xxvi. **“Technical Manpower”** means manpower which shall be deployed in the project in compliance to meet the technical requirement of the project.
- xxvii. **“Field Office Operation”** means providing IT support & Non-IT support at offices of DCT.
- xxviii. **“Tendering Authority”** means JAP-IT, Ranchi.
- xxix. **“Physical sites”** mean offices of DCT across the state.



## **Disclaimer**

The information contained in this Tender or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the JAP-IT or any of its employees or advisers or Department of Information Technology and e-Governance, is provided to bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided. This Tender is issued by the JAP-IT. This Tender is not an agreement and is neither an offer nor invitation by the JAP-IT to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the JAP-IT in relation to the 'CT-MIS' project.

Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender may not be appropriate for all persons, and it is not possible for the JAP-IT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtains independent advice from appropriate sources. Information provided in this Tender to the bidders is on a wide range of matters, some of which depends upon interpretation of law.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. JAP-IT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. JAP-IT, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process. JAP-IT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender.



JAP-IT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that JAP-IT is bound to select a Bidder or bidders, as the case may be, for the selection of CT-MIS project of DCT, JAP-IT reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by JAP-IT or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and JAP-IT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

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## **1. Invitation for Bids**

The invitation to bid is for Selection of an agency for IT Operations and Maintenance JH-VAT Software and State GST Operations under the CT-MIS project' for a period of five years. The Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. Submission of bid shall be through e-procurement portal **<https://jharkhandtenders.gov.in>** along with the hard copies of the bid document to be submitted at the address of correspondence mentioned below. For details and subsequent communication, the bidders may also visit the official website of the State of Jharkhand **<https://jharkhand.gov.in>**. This section provides general information about the Issuer (i.e. Jharkhand Agency for Promotion of Information Technology, JAP-IT) **<https://japit.jharkhand.gov.in>**, important dates and addresses and the overall eligibility criteria for the Bidders.

### **1.1 Purchaser/Issuer**

The purchaser for this RFP on behalf of Department of Commercial Taxes, Government of Jharkhand is Jharkhand Agency for Promotion of Information Technology (JAP-IT). This section provides general information about the Purchaser/Issuer (i.e. Jharkhand Agency for Promotion of Information Technology, JAP-IT), important dates and addresses and the overall eligibility criteria for the Bidders.

### **1.2 About JAP-IT**

Jharkhand Agency for Promotion of Information Technology (JAP-IT) was conceptualized to accelerate the growth of Information Technology in Jharkhand and implement the policies of the State Govt. in the area of IT. The broad objectives were to provide IT inputs to Governments Departments, Agencies and to assist them in computerization and networking, to co-ordinate with investors and industry, trade organizations and financial institutions in public and private sector. With above objectives, JAP-IT geared up for implementing the projects assigned to them and succeeded in disseminating the strides made by DoIT & eGov., Govt. of Jharkhand through participation in various exhibitions, seminars etc. among the leading IT players of the country and thereby attracting them in the state of Jharkhand.

### 1.3 ABOUT THIS REQUEST FOR PROPOSAL (RFP)

Jharkhand Agency for Promotion of Information Technology (JAP-IT), the nodal agency of Department of Information Technology and e-Governance, Government of Jharkhand in the state of Jharkhand invites technical and financial proposals from reputed agency of national and international repute for 'IT Operations and Maintenance JH-VAT Software and State GST Operations under the CT-MIS project' as detailed in the Scope of Work in this RFP. The successful bidder will provide covered services under this RFP for a period of 5 years.

### 1.4 Purchaser and Address for Bid Submission & Correspondence

Chief Executive Officer,  
JAP-IT, Ground Floor, Near Golchakkar,  
Engineer's Hostel - 1, Dhurwa,  
Ranchi, Jharkhand  
eMail: [japit\\_tender@rediffmail.com](mailto:japit_tender@rediffmail.com) & [japit\\_doit@rediffmail.com](mailto:japit_doit@rediffmail.com)  
Phone No.: +91-651-2401044/67

### 1.5 Key events & date

SN	Item	Description
1	eTender Ref. No.	JAP-IT/DCT/CT-MIS/03/2021 (Re-Tender)
2	Name of the Work	Selection of agency for 'IT Operations and Maintenance JH-VAT Software and State GST Operations under the CT-MIS project'
3	Name & address of the issuer of this tender and Address of Communication / Place of bid Submission / Opening of Bids / Contact / Address	The CEO, Jharkhand Agency for Promotion of Information Technology(JAP-IT) Ground Floor, Engineers hostel 1, Near Golchakkar, Dhurwa, Ranchi-834004. Tel: 0651-2401044 Email: <a href="mailto:japit_tender@rediffmail.com">japit_tender@rediffmail.com</a> & <a href="mailto:japit_doit@rediffmail.com">japit_doit@rediffmail.com</a>
4	Date of issue of tender document	07.09.2021
5	Date for sending Pre Bid Query	13.09.2021 till 05:00 pm
6	Pre Bid Meeting	14.09.2021 at 03:30 pm.
7	Last Date for online Submission of Bids	27.09.2021 up to 05:00 pm.
8	Last Date for offline Submission of Bids	27.09.2021 up to 06:00 pm.



SN	Item	Description
9	Date of Opening of Technical Bids (online)	28.09.2021 at 03:30 pm.
10	Date of Commercial Bid opening	To be informed later
11	Cost of Tender Document (non-refundable)	<b>Rs. 25,000.00</b> (Rs. Twenty-Five thousand only) through Demand Draft from any Nationalized Bank in favour of “CEO, JAP-IT” payable at Ranchi to be submitted before opening of Technical Bid.
12	Earnest Money Deposit (EMD)	<b>Rs. 50,00,000.00</b> (Rs. Fifty Lakhs only) in form of Bank Guarantee in favour of CEO, JAP-IT payable at Ranchi.
13	RFP can be downloaded from	Downloaded from <a href="https://jharkhandtenders.gov.in">https://jharkhandtenders.gov.in</a> , <a href="https://jharkhand.gov.in">https://jharkhand.gov.in</a> & <a href="https://japit.jharkhand.gov.in">https://japit.jharkhand.gov.in</a> .  However, in this case, the bidders are required to submit the tender cost in the form of a demand draft (details mentioned in above para) along with the Proposal.  The entire Bid process will be through e-tendering.
14	Validity of Proposal	Proposals must remain valid 180 days after the Submission date.
15	Method of Selection	CBS method (L1 based).
16	Bid Submission	Bidders must submit Tender through online and One additional hard copy of only Technical Bid at JAP-IT along with original tender fee and EMD.

## 1.6 Procurement of RFP document

Interested Bidders may obtain complete set of bid document in soft copy format from portal <https://jharkhandtenders.gov.in>. The bidder needs to submit the non-refundable fee of INR 25,000.00 (Rs. Twenty-Five Thousand Only) in form of a demand draft of any nationalized/scheduled/commercial bank located in India, payable at Ranchi, drawn in favor of “CEO, Jharkhand Agency for Promotion of Information Technology” along with the hard copies of the bid documents on the last day of submission of bid i.e. 27.09.2021 up to 06.00 pm. The tender fee in the form of DD shall be valid for 03 months.

The detailed Tender Document, once purchased, cannot be returned, resold, transferred, or reassigned; and there shall not lay any claim on the Purchaser (JAP-IT) for refund of tender fee,

payment of expenses incurred etc. and JAP-IT shall not be responsible in any way for any damage, loss etc., consequential or otherwise, to any purchaser of the said Document.

### **1.7 Pre Bid Meeting/Conference**

1. A Pre-Bid Meeting shall be scheduled by the JAP-IT as per the time and venue given in the key event & date section of the RFP, as mentioned in the RFP. In case of any change in date, time and venue of the said meeting, the same will be intimated to all concerned through corrigendum, uploaded on the respective websites.
2. JAP-IT shall hold a pre-bid meeting with the prospective bidders on above mentioned date & time and address mentioned in this RFP.
3. Keeping in view of social distancing (during Covid-19 effect) pre-bid meeting may be called through Video Conferencing method, as per the requirement basis.
4. Maximum of two (2) (only one is preferred) authorized representative of interested agency may attend pre-bid conference at their own cost.
5. The bidders will have to ensure that their queries for Pre-Bid meeting should reach to JAP-IT through prescribed email (editable Excel file only) on or before the due date as mentioned in the key event & date section of the RFP. e-Mail from authorized representative of the bidder shall be entertained.
6. Request for clarifications shall be sent by them through email as per the format given below (editable excel form):

<b>Bidder's Request for Clarification</b>		
Name of Organization submitting request	Name & Position of person submitting request along with mobile no. and email id	Address of Org. including phone, Fax, e-mail Points of Contact
		Tel: Fax: e-Mail:

S. No.	Page No. of RFP Document	Bidding Document Reference Number (Clause No.)	Content of RFP Requiring Clarification	Points of Clarification Required	Suggestions (if Any)


7. No pre-bid query shall be entertained after last date/time of submission of pre-bid query.
8. No request for clarification from any bidder shall be entertained after pre-bid meeting.
9. A corrigendum may be issued, in case any changes made in the RFP.

JAP-IT shall organize a Pre Bid Conference on the scheduled date and time in the conference room of JAP-IT. JAP-IT may incorporate any changes in the RFP based on acceptable suggestions received during the Pre Bid Conference. The decision of the JAP-IT regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances. The prospective Bidders are requested to submit their queries by e-mail to [japit\\_tender@rediffmail.com](mailto:japit_tender@rediffmail.com) & [japit\\_doit@rediffmail.com](mailto:japit_doit@rediffmail.com) as per the format mention in this document. Any query sent by the bidder after the timeline for submitting pre-bid queries shall not be accepted. In the meeting the decision will be taken. The responses will be conveyed to all the prospective Bidders by way of hosting amendments/clarifications on the website i.e. at <https://jharkhandtenders.gov.in> and <https://japit.jharkhand.gov.in> accordance with the respective clauses of the RFP and no participant would be intimated individually about the response of the JAP-IT. Procurement of the BID document to attend the pre-bid meeting is not mandatory. The participating bidders need to submit the tender document fee at the time of bid submission. The prospective participants have to inform JAP-IT on the mail id mentioned above for attending the pre-bid conference.

Pre-bid queries from OEMs will not be entertained directly. OEMs may pass their queries through any of the prospective bidders

### **1.8 Amendment of RFP document**

At any time till 07 days before the deadline for submission of bids, the purchaser may, for any reason, whether at own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendment.

All the amendments made in the document would be published in the website of portal <https://jharkhandtenders.gov.in>, same may also be published on <https://jharkhand.gov.in> and <https://japit.jharkhand.gov.in>. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. JAP-IT also reserves the rights to amend the dates mentioned for bid process.

**Venue and deadline for submission of Proposal:**

Proposals for selection of an agency for “IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations” under CT-MIS Project must be received at the address specified below not later than dates specified in the tender:

**Chief Executive Officer,  
JAP-IT, Ground Floor, Near Golchakkar,  
Engineer’s Hostel - 1, Dhurwa, Ranchi, Jharkhand**

Any proposal received by the Purchaser after the deadline for submission of proposals mentioned above will be summarily rejected and returned unopened to the Bidder. JAP-IT shall not be responsible for any postal delay or, non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.

***Note:***

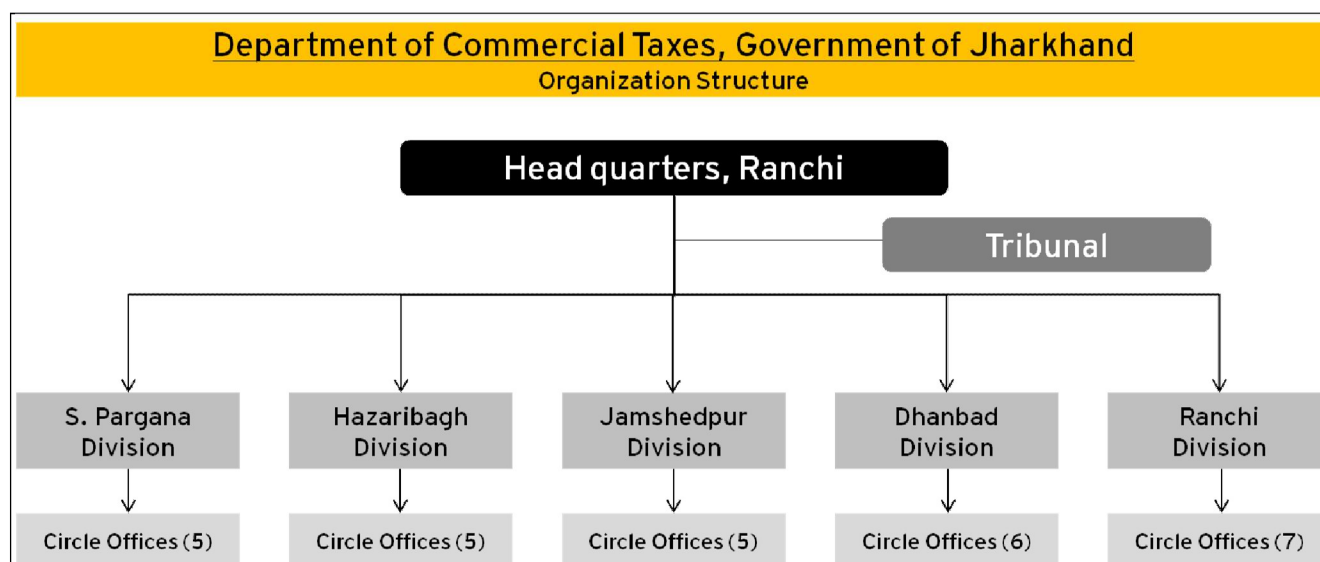
1. JAP-IT reserve the right to change any schedule of bidding process. Please visit Procurement website <https://jharkhandtenders.gov.in> regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

## **2. Background& Over-view**

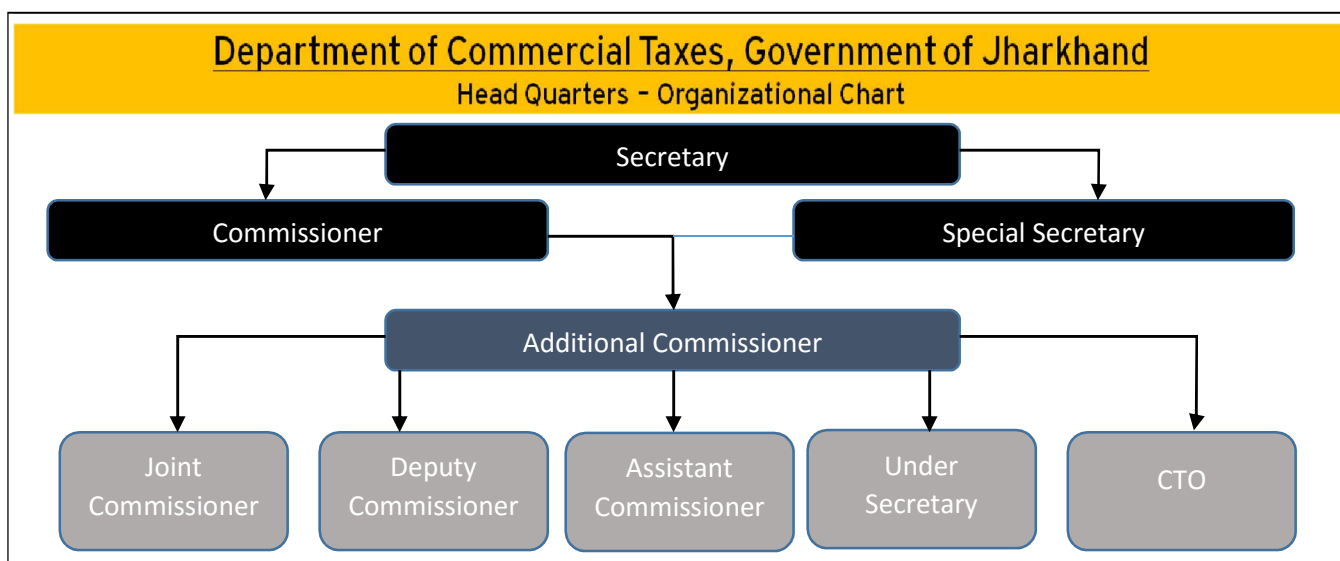
Department of Commercial Taxes, Government of Jharkhand plays a significant role in revenue collection of the state. The Department is the primarily responsible for the following key functions and services: Tax collection of GST, Value Added Tax, Central Sales Tax, Electricity Duty, and Professions Tax.

The Department recognizes the need to focus more on GST Data Mining and Tax Analytics, fraud detection for Increasing the State revenue and strengthening the exiting Tax framework of VAT, ED and PT for increasing the state revenue for Government of Jharkhand has approved the DPR for Selection of agency for “IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations” under CT-MIS project for Department of Commercial Taxes, Government of Jharkhand.

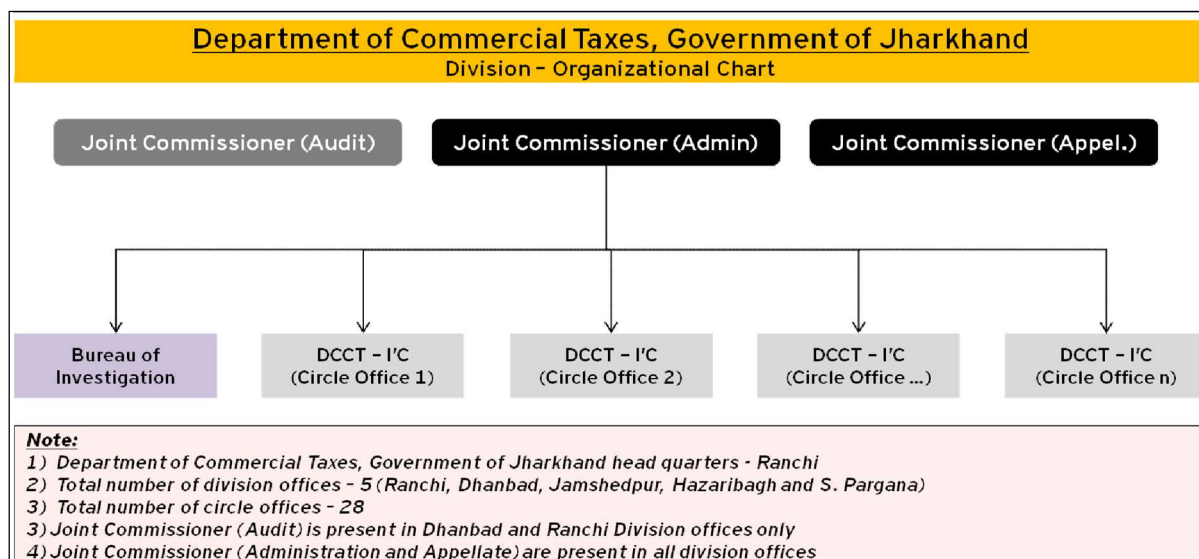
The department performs tax administration related activities through the following office locations:



The organizational structure for **Department headquarters, Ranchi** is presented below:



At the divisional level the organizational structure is as follows:



### Key Functions:

Registration/amendment/cancellation, collection of returns and taxes, ensuring compliances, scrutiny, assessment, imposing penalties for related infractions, keeping up-to-date records of all dealers, providing services to tax payers like providing registration in applicable taxes, educating & guiding tax payers.

The primary functions performed by the Department are:

### Registration of business:

The department registers dealers and issues registration certificate

under the VAT, CST, ED, PT and in GST. It also records amendments in business details of dealers as notified by the latter. The registration certificate is cancelled / suspended due to various reasons.

#### **Collection of Tax:**

The department adds to the revenue of the state by collecting tax through On Line System. Taxes are collected by Department of Commercial Taxes from VAT, CST, ED, PT and GST

#### **Tax Returns:**

The department fixes the periodicity of the returns to be filed by the Tax payers. A defaulter list is generated for monitoring the dealers that have not filed returns and notices are sent to them. It also verifies / monitor the input tax rebate being claimed by the dealer by checking the sales and purchase bills.

#### **Refund of Tax:**

The cases related to refund in VAT and GST are processed by Dept. of Commercial Taxes, GoJ.

#### **Accounting of Tax:**

The department maintains proper records of dealers' partners' details and their premises, and their stake in the business. It maintains records of refunds paid or adjusted in the returns filed by the dealers. The details of Tax Arrears are also maintained.

#### **Recovery:**

A demand notice is generated and tax is collected from dealers in the form of arrears. In cases of non-payment of tax by the dealers during the prescribed period the department resorts to coercive methods such as arrest or warrant of attachment and sale of movable property, auction of immovable property of the defaulter etc. to recover the due amount.

#### **Business premises inspection:**

The department conducts visit to dealer premises, market surveys, inspections of business premises etc. for checking any tax evasion.

#### **Audit:**

The VAT/ GST -audit teams regularly carry out the audit of orders passed by various officers of the Department and of various Govt. payments.



**Appeals:**

The department also deals with appeals filed by the dealers. After an appeal is received by the appellate authority it is heard and the application is either accepted or rejected or in some cases remanded. The Department is a party in various court cases. There is a Legal cell at the Head Office for dealing with court cases.

**Enforcement of Commercial Taxes:**

Mobile squads of the Department check documents of the goods during their movement for the purpose of enforcing payment of tax on those. Goods above certain value must be accompanied with a e-waybill challan issued by Department.

**Key outcomes envisaged:**

The key outcomes envisaged from the Operations and Maintenance of VAT and GST Operations are as follows:

- a) Improving forecasting and analytical capabilities of the department.
- b) Availability of Dashboard / MIS for the based on the department requirement.
- c) Enhancement or new development in the existing running modules of JH-VAT Software.
- d) Increase the taxpayer base registered in the Professional Taxes.
- e) Field Office IT Support for running the JH-VAT and GST operation of the State.
- f) Adoption of best-in-class practices adopted by peer departments or other states.

**3. Objective & Goal**

The ambitious Jharkhand VAT – IT Project started in the year 2004-05 in supervision of IT Department Jharkhand for implementation of a single, integrated and automated IT System catering to its taxation business processes.

The project involves implementation of VAT Application Software, Web Portal, and setup of IT Infrastructure. After the implementation of GST, DCT has opted the option of Model II approach where Front Office Service (Taxpayer end) and Back Office Services (Officer end) are centrally managed by GSTN.

DCT further focus to utilize the exiting VAT system and GST Data to enhance the capability of Data Mining and Tax Analytics for revenue generation and fraud detection. More emphasis on following key Goal:

- Expansion of taxpayer base.
- Reduce revenue gap and leakages.
- Reduce fraud in tax administration.
- Facilitate & Improve dealer compliance.
- Ability to gather interpret and correlate information from several sources.

Refer **Annexure XIII** Architectural Overview of Diagram.

#### **4. Focus Area**

A substantial repository of electronic data has been created that receives inputs from online modules as e-Registration, e-Return, e-Form and other electronic statistical data which has been collected over past few years under GST & VAT regimes and the system has reached a level of maturity.

With an outline to accomplish the objective for implementation of CT-MIS is envisaged to extract and ingest data from various internal and external sources, transform / aggregate the data as per requirements for advanced reporting, dash-boarding, forecasting and predictive capabilities.

The capability to make data-based predictions, contain best suited models/ algorithms to identify and detect frauds while providing more effective data insights.

#### **5. Scope of Work**

Detailed Scope of Work for the DCT for IT Operations & Maintenance for **CT-MIS** Project:

##### **5.1 Application Support – VAT**

Operation and Maintenance activity of the commercial tax Jharkhand – Value Added Taxes (JH-VAT Application) which includes following activity.

- 5.1.1** Select agency shall do the required changes in the existing available module as per the requirements given by the DCT. List of available software modules listed in the **Annexure– XV**

- 5.1.2** Select agency shall do the New Enhancements in the existing JH-VAT application as per the requirement of the DCT.
- 5.1.3** Selected agency shall do the necessary bug-fixing in the application whenever any bug is detected after discussion and approval of the DCT.
- 5.1.4** Selected agency shall be responsible to fulfill the training requirements of DCT whenever any new functionality is introduced in the system or any request is raised by the DCT.
- 5.1.5** Selected agency shall be responsible for updating of the User Manual, whenever any changes in existing functionality is made or any new functionality is added in the application.
- 5.1.6** Selected agency shall strictly follow the change management procedure whenever new changes are implemented in the application, Change management procedure shall be approved by the DCT.
- 5.1.7** Under the Change Management Procedure, any changes shall be first implemented in UAT environment, after the approval from DCT changes shall be implemented in production environment.
- 5.1.8** Selected agency shall maintain all the test case which are tested and share it with DCT.
- 5.1.9** Selected agency shall use the existing MIS/Adhoc reporting module for the generation of new reports as per the requirement of DCT.
- 5.1.10** Selected agency shall do and maintain the application patch management activity, application server management activity shall be performed by the Selected agency which includes application deployment, housekeeping activity of application server etc.
- 5.1.11** Selected agency shall be responsible for all the required performance tuning of the application.
- 5.1.12** Selected agency shall coordinate with the Jharkhand – State Data Centre (JH-SDC) team for any requirement

which relates to OS or any HW to run the application smoothly.

- 5.1.13** Selected agency shall be responsible for maintaining the Database, Database performance tuning related activity shall be performed by Selected agency.
- 5.1.14** Selected agency shall coordinate with the JH-SDC team to keep track of the Database backup as per the backup policy of JH-SDC.
- 5.1.15** Database Server, activity which are relates to Backup, Hardware, OS level shall be the responsibility of the JH-SDC team however Selected agency shall coordinate with the JH-SDC team to ensure all the activity.
- 5.1.16** Selected agency shall maintain all the Audit logs of server and Database Server.
- 5.1.17** Selected agency shall closely work with DCT to understand and analysis the business requirements and as per the business requirement and suggest the required modification or improvements in the system which can help DCT to enhance the revenue.
- 5.1.18** Selected agency shall maintain a team of good functional / domain experts who can closely work with the DCT to do the data analysis which can help DCT to enhance the revenue.
- 5.1.19** Incident Management – Selected agency shall maintain the e-Grievance module to get the incidents logged which are related to Application Support of Transactional Portal (eseva.jharkhandcomtax.gov.in) of DCT.
- 5.1.20** Selected agency shall be responsible for coordinating with the JH-SDC team for doing the security audit of the application as per the defined frequency.
- 5.1.21** Cost of security audit will be borne by the JH-SDC, however Selected agency shall be responsible for the closure of the security audit points.

Refer **ANNEXURE – XVI** Technological Details of the JH VAT Software System

## 5.2 Application Support – GST

Jharkhand state being Model II state in GSTN, is using the centralized software, which limits DCT to do the custom changes as per the business requirement of DCT and generate adhoc reports as per business requirements and data mining activity.

**5.2.1** Selected agency shall analysis the available data sources available with DCT for data mining activities and if required Selected Agency can integrate the available Application Programming Interface (API) to pull data from Goods & Service Tax Network (GSTN).

**5.2.2** Selected agency shall do the required data analysis for generating reports as per the requirement of DCT. Few examples of the sample reports are:

✓ Month wise daily report for GSTR3B Defaulters

Department requires circle wise GSTR3B filing status on daily basis for the taxpayers having turnover more than 5 crores and less than 5 crores for last 3-4 months

✓ Sector wise revenue analysis

Sector wise revenue analysis is the key factor for department to take any decision for a particular sector. Like in the period of covid-19, it was important to open industries to get back the economy on line. Sector wise revenue analysis helped the department to take the decision which sector needs to open.

✓ Analysis of C-form utilization with GST payment

After VAT regime all the taxpayers have migrated to GST regime. There are few taxpayers who are continuing with VAT as well as GST. Department makes sure that taxpayers who have issued c-form are making payment in GST.

✓ Active/Inactive dealer's analysis

Department makes sure that in system there should not be any inactive dealers who are not performing any transaction since long time.

✓ Red Flag Reports Compilation

GST generates and uploads the Red Flag reports in SFTP server based on the prescribed parameter. In Red Flag reports, there are multiple reports like Taxpayers who are continuous defaulter for More than 3 Months and More than 6 Months, GSTR1 v/s GSTR3B, GSTR2A v/s GSTR3B, Never Filed GSTR3B, GSTR3B not filed but GSTR1 Filed etc. Selected agency shall compile the report and needs to send to headquarters and circles.

✓ GST Refund Analysis

In GST regime initially the refund process was offline and because of that department wanted to maintain the transaction as department sends the report every month to GSTN for compensation

**5.2.3** Selected agency shall maintain the data and reports which is shared via Secured File Transfer Protocol (SFTP) by GSTN.

**5.2.4** Selected agency shall maintain the pool of technical and functional resources who can understand the requirements of DCT and develop the reports as per the requirement of DCT.

Refer **ANNEXURE – XVII** for the minimum indicative manpower deployment for the project.

Bidder shall provide the CVs of the manpower which will be deployed in the project as per the **Annexure – XXII**.

**5.2.5** Selected agency shall develop the system to access data from other Government departments and send Data to other revenue department for improved data analysis and Inter department integration.

**5.2.6** Selected agency shall utilize the existing available software and hardware resources for meeting the above requirements of DCT.

**5.2.7** Selected agency shall coordinate with the GSTN team and National Informatics Centre (NIC) team whenever

there is a requirement from the DCT for any required technical support.

- 5.2.8** Selected agency shall coordinate with the GSTN network team whenever there is a technical requirement's from DCT and troubleshoot.
- 5.2.9** Selected agency shall support DCT to identify Reduce revenue gap and leakages.
- 5.2.10** Selected agency shall be capable to do Data analysis and Visualization using intuitive dashboards, that help monitor the progress of key performance indicators.
- 5.2.11** Selected agency shall be capable to do Advanced Analytics based infrastructure to identify 'Risky Taxpayers', Capability of discovering meaningful correlations, patterns and trends.
- 5.2.12** Selected agency shall be capable to Automated generation of alerts on suspicious activities of taxpayers.
- 5.2.13** Selected agency shall be capable to do accurate revenue forecasting and sensitivity analysis to access the impact of parameter changes on revenue collection.
- 5.2.14** Selected agency shall be capable to perform analysis to define criteria/parameters for identifying fraudulent transactions and evasion of taxes regarding suspected/manipulated/false tax invoices or Hawala transactions.
- 5.2.15** Selected agency shall be capable to assist DCT to define the criteria for prioritization of cases for Audit and assist pre-audit preparation.
- 5.2.16** Selected agency shall be capable to generate analytical reports on basis of defaulter history (across non-filers, defective, zero and short filers) which shall enable Audit officers to identify areas of scrutiny and further questioning during the pre-audit preparation.
- 5.2.17** Selected agency shall be capable to perform trend analysis for refund cases generation.



### **5.3 Field Office Infrastructure Support**

- 5.3.1** Selected agency shall be responsible for managing the CTD field Offices Infrastructure which includes, Network Connectivity from Field Offices to JH-SDC, Existing Video Conference equipment's, AMC of existing Desktops and Un-interrupted Power Supply (UPS).
- 5.3.2** Incident Management – Selected agency shall maintain the e-Grievance module to get the incidents logged which are related to any Back-office application or IT Infra support into it and end ensure its agreed timely resolution to DCT.
- 5.3.3** Selected agency shall be working as a Third Party Audit (TPA) for monitoring of Network Links which are terminated at DCT circle Offices.
- 5.3.4** Selected agency shall log the Docket with the Multi-Protocol Level Switching (MPLS) service provider and coordinate with Service provider to resolve the issue.
- 5.3.5** Selected agency shall maintain the daily UP TIME /DOWN TIME status with raised docket to monitor the MPLS links. Also Selected agency will be responsible for coordinating with the other stakeholders to get the issue resolved and update to DCT when any intervention is required. (Ref: **Annexure – XIV** for bandwidth details)
- 5.3.6** Selected agency shall maintain the inventory details of all field office Information Technology (IT) and Non IT infrastructure.
- 5.3.7** Selected agency shall do the Annual Maintenance Contract (AMC) of field office infrastructure. (Ref: **Annexure– XIX** for HW shall be covered under the AMC).
- 5.3.8** Select agency shall provide the technical support related to GST & VAT software to the State Helpdesk team managed by DCT as a when required.

### **5.4 Analytical Module**

- 5.4.1** Selected agency shall use any open source analytical tool to provide analytical module for DCT.

**5.4.2** Selected agency shall have prior implementation experience of any standard BI tool Implementation in any other state in revenue departments.

## **5.5 Status Monitoring and Reporting**

The selected agency shall submit a monthly report as to status of various systems to the DCT/JAP-IT. It is also required to furnish interim status report as and when asked by the head of the DCT/JAP-IT. The monthly reports shall include:

1. Feedback report from user's department (Dept. of Commercial Taxes, GoJ) for the services rendered.
2. Consolidated service levels across applications/non-conformance report
3. Summary of changes in all data structures
4. Log of preventive maintenance undertaken
5. Log of break-fix maintenance undertaken
6. Bug/defect resolution reports including the analysis of bugs/defects resolved, pending, completion time, responsiveness, concern areas, etc.
7. Helpdesk logs with the resolution status of calls
8. Time report of bidder's staff detailing effort spent by personnel across various tasks

## **6. Stakeholders and their role & responsibilities**

### **6.1 Department of Commercial Taxes, Government of Jharkhand:**

The Department will have the overall responsibility for the smooth implementation of the whole project.

### **6.2 Dept. of IT & eGov., GoJ:**

Department of IT Govt. of Jharkhand will provide his required support and advice for the smooth implementation of the project, IDC meeting for review and progress of the project, taking key decisions whenever it is needed by the Project.

### **6.3 Jharkhand Agency for Promotion of Information Technology (JAP-IT):**

JAP-IT shall act as the executing agency on behalf of Department of Commercial Taxes. JAP-IT as nodal agency for JharNet,

Jharkhand State Data Center, JAP-IT Data Centre (NDC), and Jharkhand State Portal will help selected bidder in interfacing with state infrastructure projects. JAP-IT shall support DCT in monitoring the project.

**6.4 National Informatics Center (NIC):**

NIC State Unit, Jharkhand and NIC Karnataka – NIC Karnataka will be responsible for the providing the support for the GST Prime application used by Dept. of Commercial Taxes, Jharkhand. GST Prime application is developed by NIC Karnataka for GST Tax Analytics.

**6.5 Existing System Integrator (SI):**

M/S TCS – Existing SI shall help in giving the Knowledge transfer to selected Agency for the smooth handover of existing running JH VAT software.

**6.6 Selected Agency:**

Selected agency (successful Bidder) will be take over the “IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations” under CT-MIS project for Department of Commercial Taxes, Government of Jharkhand.

**7. SLA and Penalties**

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

### 7.1 SLA for Application Support:

S N	Measurement	Definition	Measurement Interval	Target	Penalty
1	Availability of all services from all department offices for internal user	Script based checking during the working hrs. (10AM to 6 PM) . Quarterly Average for the logs	Quarterly	>=99.5	No Penalty
				>=95 and <99.5	0.05% of the Quarterly Payment Amount
				< 95%	0.1% of the Quarterly Payment Amount

Sr. No	Measurement	Definition	Measurement Interval	Target	Penalty
2	Change Management	Measurement of quality and timeliness of changes to the solution	Quarterly	100% of changes should follow formal change control procedures. All changes need to be approved by the department.	0.1% of the “Quarterly Payment” for every non-compliance incident.
				All changes should be implemented on time and as per schedule & without any disruption to business.	0.1% of the “Quarterly Payment” for every non-compliance incident.

Sr. No	Measurement	Definition	Measurement Interval	Target	Penalty
3	Implementation of Security Audit Recommendations	Implementation of Security audit recommendations by the department or its auditor which have been agreed by Bidder & the department to be implemented.	Half-yearly	100% on time to be implemented as per timelines agreed upon with the department .	0.1% of the “Quarterly Payment ” for every non-compliance incident.

## 7.2 SLA for Manpower Deployment:

S.NO	ITEM	% of presence of total manpower with requisite qualification and experience	Penalty as% of payment
1.	Deployed Manpower as per the agreement	100%	Nil
2.	Monthly attendance of a manpower (i.e. absenteeism of resources without any information)	Less than 80% of working days	1% of the “Quarterly Payment”
2.	Deployed manpower is less than this agreement requirement/not meeting qualification and experience and certification	Less than 100%	<p>No payment would be released in absence of man power</p> <p>The 1% of Quarterly payment would be deducted proportionally in case of less man power deployed onsite or manpower with less qualification and or experience deployed onsite out of total onsite</p>

			manpower agreed to be deployed under this contract.
3	Replacement of resources	Resources initially deployed are not to be replaced during initial one year of the project.	1% of the “Quarterly Payment”

Note:

- a. All the deployed manpower (except Network Engineer & Technical Assistant) should be in the payroll of selected agency, as described in **Annexure – XVII & XVIII**. Subcontracting will not be allowed for the prescribed manpower services except Network Engineer & Technical Assistant.
- b. Selected bidder shall ensure all the legal compliances of the state government i.e. Min. wages, PF, ESI etc.
- c. DCT/JAP-IT shall reserve the rights to ask for replacement of manpower to selected agency on ground of non-performance.
- d. Selected bidder shall follow the leave policy as per state/central govt. policy.

## 8. Eligibility Criteria

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the Technical and Function Expertise in handling the IT Operation and Support which includes Software Development and Maintenance and Domain expertise in the in-direct taxation system for the entire period of the contract.

The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the Qualification mentioned in the prescribed eligibility criteria in the tender document, as given below:

SN	Basic Requirement	Specific Requirement	Documents required
1	Tender Fee	Rs. 25,000 /- (Rupees Twenty-Five thousand only) in form of Demand Draft.	1. DD from any Nationalized / Scheduled Bank should be drawn in favor of CEO, JAP-IT payable at Ranchi Scan copy to be provided with Pre-Qualification Criteria
2	EMD	Rs. 50,00,000 /- (Rupees Fifty Lakhs only) in form of Demand Draft or, BG. <b>Validity of EMD should be 180 Days.</b>	2. DD from any Nationalized / Scheduled Bank should be drawn in favor of CEO, JAP-IT payable at Ranchi Scan copy to be provided with Pre-Qualification Criteria.
3	Legal Entity	The Bidder should be registered under the Companies Act, 1956, should have registered offices in India and should be in existence for at least the last 5 years, as on 31st March, 2021.	3. Certificates of incorporation issued by Registrar of companies. 4. MOA/AOA 5. GST Registration Scan copy to be provided with Pre-Qualification Criteria
4	Bidder Turnover	The Bidder should have an <b>annual turnover</b> of at least <b>Rs. 300 Crores</b> from the IT Business (System Integration Services, Software Development Services, Hardware supply, installation, commissioning, and facilities management services) during <b>each of the last three financial years</b> (i.e. 2017-18, 2018-19, 2019-20)	6. Extracts from the audited Balance Sheet or, Certificate from the statutory auditor or 8. Profit & Loss Account; Or, Certificate from the statutory auditor Scan copy to be provided with Pre-Qualification Criteria
5	Net Worth	The Bidder should have <b>net worth of Rs. 75 crores</b> (measured as paid-up capital plus free reserves) and <b>profit after tax of Rs. 50 crores</b> during <b>each of the last three financial years</b> (i.e. 2017-18, 2018-19, 2019-2020)	7. Certified copy from the CA duly sealed and signed has to be enclosed. Scan copy to be provided with Pre-Qualification Criteria
6	Sector Specific	Bidder should be a reputed in IT Service Delivery , Software Operation and Maintenance Experienced in handling	8.Proof of work order/ completion certificate/MSA



SN	Basic Requirement	Specific Requirement	Documents required
		taxation/ Financial/ Revenue system in India.	
7	Similar Project	In order to enable Govt. to assess the authenticity of the above, the bidder shall provide relevant and necessary documentary evidence in relation to the similar contracts executed by the bidder.	9. Copies of the Work Order and its timely completion certificates/ customer satisfaction certificate etc. Govt. reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder.
8	Certificate of Solvency	The Bidder shall have bank's certificate of solvency	10. Certificate to be attached
09	CMM Certification	<p>The Bidder should have at-least CMMi Level 3 or higher certification Note:</p> <ol style="list-style-type: none"> <li>1. In case the certificate is due for renewal, the Bidder to provide the last valid certificate along with a certificate from authorized signatory that the renewed certificate will be made available at least by the time of opening of commercial bids.</li> <li>2. In case the certificate is not provided by the mentioned time, the bidder will be disqualified and its commercial bids will not be considered for evaluation. Commercial bids of such bidders will be returned un-opened.</li> </ol>	11. Copy of the same has to be submitted by the bidder.
10	ISO Certification	The Bidder should have a valid ISO 9001:2015 or higher ISO 9001:20XX certification and ISO 27001 certification.	
11	Qualified Manpower	The bidder should have at least 3,000 professional qualified personnel (relevant degree holders B. Tech./ B.	
			12. Certificate to be attached (properly certified with HR Head on company letter head

SN	Basic Requirement	Specific Requirement	Documents required
		E./MCA/M. Tech./ MBA) working in the areas of software development, networking systems integration, IT infrastructure maintenance.	
11	Local Office	The Bidder should have local office in Jharkhand and shall provide the supporting documents for the same. In case they don't have, they should give a declaration that they will open an office at Ranchi, Jharkhand within a month of receiving the order.	13. Agreement copy or Self declaration letter in company letter head
12	Authorized Representative from Bidder	A power of attorney/Board resolution in the name of the person signing the bid.	14. Original Power of attorney/Board resolution copy
14	Blacklisting	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central/State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of date of Bid Submission must be submitted on original letter head of the bidder with signature and stamp	15. A Self Certified letter by an authorized signatory
15	Experience	The bidder must have experience in the Implementation, Operation and Maintenance of Software System, Data Analytics in Taxation/Financial/Revenue Domain.	16.PO/WO/MSA must be attached with all the required details
16	OEM Certification	The Bidder should submit valid letters from the proposed OEM's confirming: <ul style="list-style-type: none"> <li>o Authorizing the bidder</li> </ul>	17. Certified letter from OEM authorized signatory

SN	Basic Requirement	Specific Requirement	Documents required
		<ul style="list-style-type: none"> <li>Confirm products / solutions quoted are not “end of life” products</li> </ul> Support including spares/patches for quoted products are available for the next 5 years.	

## 9. Technical Evaluation Criteria

Scoring Model & Technical Evaluation of Bids:

SN	Criteria	Basis of Evaluation	Max Marks	Supporting
1	The Bidder should have Average annual turnover from IT System Implementation , Operation and Maintenance project in last three financial years (FY 2017-18, 2018-19, 2019-20 )	<ul style="list-style-type: none"> <li>More than ₹ 300 crores (10 Marks)</li> <li>Equals to ₹ 300 crores (05 Marks)</li> </ul>	10	1.Extracts from the audited Balance sheet and Profit & Loss Account; or Certificate from the statutory auditor with duly sealed and signed
2	Quality Certification	CMMi Level 3 or higher, ISO 27001 and ISO 9001:20xx (10 Marks) Either of the 03 certification (05 Marks)	10	2. Copy of the Valid Certificate
3	Experience of executing IT Software Development and Maintenance Experience in Taxation/ Financial/Revenue domain projects, execution in last	<ul style="list-style-type: none"> <li>More than 05 projects (20 Marks)</li> <li>Up-to 05 projects (15 Marks)</li> <li>1-3 Projects (10 Marks)</li> </ul>	20	3. Work Order/ Agreement Copy and Completion /Ongoing Certificate or On Going certificate from Client on client letter head duly sealed and stamped by

	05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered)			client.
4	Experience in implementation and operations of Taxation/ Financial/ Revenue domain application with Data Analytics solution.	<ul style="list-style-type: none"> <li>• More than 10 crores - (20 Marks)</li> <li>• More than 05 crore &amp; less than 10 Crore (10 Marks)</li> <li>• Equal to 01 crore &amp; less than 05 crore (05 Marks)</li> </ul>	20	4. Work Order/ Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client.
5.	Experience in regard of deployment of application on Server (Data Centre) along-with Database Management	<ul style="list-style-type: none"> <li>• More than 03 projects in which such activities are being made (10 Marks)</li> <li>• 01-03 projects in which such activities are being made (05 Marks)</li> </ul>	10	5. Work Order/ Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client.
7	Technical Manpower strength to exhibit that the Bidder has executed the project of similar nature.	<ul style="list-style-type: none"> <li>• More than 3000 Technical manpower on company's payroll (10 Marks)</li> <li>• Equal to 2001 to 3000 Technical manpower on company's payroll (07 Marks)</li> <li>• Equal to 1000 to 2000 Technical manpower on company's payroll (05 Marks)</li> </ul>	10	Self-declaration regarding technical manpower strength of the company. Duly sealed and signed by HR of the company on company's letter head.
8	Experience in IT Operations and Support of Field Office Infrastructure along-with	<ul style="list-style-type: none"> <li>• More than 01 projects in which such activities are being made with minimum of 50 physical sites (10 Marks)</li> <li>• At-least 01 projects in</li> </ul>	10	8. Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client

	Network Operation.	which such activities is being made with minimum of 25 physical sites (05 Marks)		
9	Experience in execution of Hardware AMC	<ul style="list-style-type: none"> <li>• More than 01 projects in which such activities are being made with minimum of 50 physical sites (10 Marks)</li> <li>• At-least 01 projects in which such activities is being made with minimum of 25 physical sites (05 Marks)</li> </ul>	10	9. Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client

Minimum qualifying mark for opening of commercial bid is 70% (70 out of 100). Financial bid of those bidders only will be opened who are technically qualified in the technical evaluation. All other commercial bids will be ignored. Final selection will be based upon Cost Based Selection (Lowest Cost Bid) and L1 bidder will be awarded the contract at their quoted price.

## 10. Terms & Conditions

Terms and Conditions: Applicable post award of contract

### 10.1 Termination Clause

#### i) Right to Terminate the Process

JAP-IT/DCT reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by JAP-IT under the following circumstances:

- a. The selected bidder commits a breach of any of the terms and conditions of the bid.
- b. The bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The JAP-IT reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated

damages for the delay.

- e. If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.
- f. In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, JAP-IT/DCT reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.
- g. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, JAP-IT reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which JAP-IT may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h. JAP-IT reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

**ii) Consequences of Termination**

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], JAP-IT shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of JAP-IT to invoke the JAP-IT Guarantee and other guarantees,

securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available JAP-IT under law or otherwise.

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

## **10.2 Liquidated Damages (LD)**

In case of the delay in Takeover and Acceptance of project, which is attributable to selected Agency, exceeds 10 weeks beyond the prescribed period for implementation of project, the applicable LD would be 2.5% of contract value of the project per week after the 10<sup>th</sup> week of delay, subject to maximum value of 10% of contract value of the project.

In case of repudiation of contract by the selected agency the LD will be 10% of contract value.

This LD will be in addition to penalty explained in this RFP.

JAP-IT may without prejudice to its right to affect recovery by any other method deduct the amount of liquidated damages from any money belonging to the SI in its hands (which includes JAP-IT's right to claim such amount against selected agency Bank Guarantee) or which may become due to the selected agency. Any such recovery or liquidated damages shall not in any way relieve the selected agency from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

## **10.3 Acceptance Tests**

The selected agency has to take over of the running JH-VAT software from the existing SI. During this period minimum of 02 reasonable changes has to be deployed in exiting running modules of JH-VAT Software, the inputs regarding reasonable changes have to be provided by DCT. The activity of KT & Acceptance Test has to be completed within the period of 03 months. Ref.: Annexure – X.

DCT & JAP-IT authorized officials will conduct the Acceptance Test. No additional charges (other than the contract value) shall



be payable by the DCT/JAP-IT for carrying out these Acceptance Test.

#### **10.4 Audit by Third Party**

JAP-IT at its discretion may appoint independent third party agency for auditing the activities of services and operations of entire services provided to the DCT.

#### **10.5 Dispute Resolution Mechanism**

**10.5.1** JAP-IT and the Selected Agency shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the Contract.

**10.5.2** If, after thirty days from the commencement of such direct informal negotiations, the JAP-IT and the selected agency have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration.

**10.5.3** A person of any nationality may be an Arbitrator, unless otherwise agreed between the Parties. Subject to Subsection 6 of Section 11 of the Arbitration & Conciliation Act of 1996, the Parties are free to agree on a procedure for appointment of arbitrator or arbitrators. Failing an agreement for appointment of arbitrator by the Parties, the dispute shall be referred to a tribunal of three arbitrators, each Party appointing one arbitrator and the appointed two arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.

**10.5.4** The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re enhancements thereof, shall apply to the arbitration proceedings.

**10.5.5** The venue of arbitration shall be Ranchi, Jharkhand.

**10.5.6** In the event the Contract is not terminated otherwise, either Party may terminate this contract by giving a written notice of termination of minimum 30 days to the other, if such other fails to comply with any decision reached consequent upon arbitration proceedings.

**10.5.7** Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto unless the Scope of Work is the subject matter of the arbitration or/and not debarred by any authority to continue the Contract, shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

## **10.6 Termination for Convenience**

- a. JAP-IT/DCT, by a written notice of at least 30 days sent to the supplier/selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the convenience, the extent to which performance of the supplier/selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

## **10.7 Exit Management**

### **10.7.1 Preamble**

- a) The word 'parties' procuring entity include and selected the bidder.
- b) This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- c) In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- d) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

### **10.7.2 Transfer of Assets**

The selected bidder may continue work on the deliverables for the duration of the exit management period which may be a three months period from the date of expiry or termination of the agreement, if required by JAP-IT to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure (if any).

During the operation and management phase, JAP-IT shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide JAP-IT or its nominated agencies with a complete and up-to-date list of the deliverables within 30 days of such notice.

### **10.7.3** Upon service of a notice, as mentioned above, the following provisions shall apply:

- i. In the event, if the deliverables which to be transferred to JAP-IT mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to JAP-IT/DCT or its nominated agencies.
- ii. All title of the deliverables to be transferred to JAP-IT or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
- iii. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information

and all other related material in its possession, including the entire established software module/deliverables/ infrastructure (if any) supplied by selected bidder to JAP-IT.

- iv. That the deliverables and technology delivered to DCT / JAP-IT during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of JAP-IT. Supplied hardware (if any), software & documents etc., used by selected bidder for JAP-IT shall be the legal properties of JAP-IT.

#### **10.7.4 Cooperation and Provision of Information during the exit management period**

- i. The selected bidder will allow JAP-IT or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable JAP-IT or its nominated agencies to assess the existing services being delivered.
- ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. JAP-IT or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit JAP-IT or its nominated agencies and/or any replacement operator to have reasonable access to its employees and facilities as reasonably required by JAP-IT or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

#### **10.7.5 Confidential Information, Security and Data**

The selected bidder will promptly on the commencement of the exit management period supply to JAP-IT or its nominated agencies the following:

- a. Documentation relating to Intellectual Property Rights;
- b. Project related data and confidential information;
- c. All current and updated data as is reasonably required for purposes of JAP-IT or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by JAP-IT or its nominated agencies; and
- d. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable JAP-IT or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to JAP-IT or its nominated agencies, or its replacement operator (as the case may be).
- e. Before the expiry of the exit management period, the selected bidder shall deliver to JAP-IT or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

#### **10.7.6 Transfer of certain agreements**

- I. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favor of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leaders, operators, or operator, and which are related to the services and reasonably

necessary for carrying out of the replacement services by JAP-IT or its nominated agencies, or its replacement operator.

- II. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to) JAP-IT or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

#### **10.7.7 General Obligations of the selected bidder**

- a. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to JAP-IT or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- b. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

#### **10.7.8 Exit Management Plan**

- a. The selected bidder shall provide JAP-IT or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- b. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

- c. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on JAP-IT operations as a result of undertaking the transfer; and
- d. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to JAP-IT or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- e. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- f. Each Exit Management Plan shall be presented by the selected bidder to and approved by JAP-IT or its nominated agencies.
- g. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- h. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- i. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- j. It would be the responsibility of the selected bidder to support new operator during the transition period.

#### **10.7.9 Training, hand-holding and knowledge transfer**

The selected bidder shall hold technical knowledge transfer sessions with designated technical team of existing SI and acceptance test in the initial 03 months of the project duration.

The selected bidder shall hold operational hand-holding sessions with the designated officer's/staff members.

## **10.8 Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

## **10.9 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or JAP-IT as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or JAP-IT shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

## **10.10 Failure to agree with Terms and 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 JAP-IT may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.



#### **10.11 Contract Performance Security/Performance Bank Guarantee (PBG)**

1. Within 15 days after the receipt of notification of award of the Contract from the JAP-IT, the successful Bidder shall furnish Contract Performance Guarantee to the JAP-IT, Ranchi, which shall be equal to 10% of Contract Value and shall be in the form of a Bank Guarantee Bond from a Nationalized Bank in the Performa given here-in-after in this document or, prescribed by the by the Nationalized Bank, which should be valid for total Contract Period + 180 Days.
2. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss / penalties resulting from the Suppliers failure to complete its obligations under the contract.
3. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

#### **10.12 Statutory Requirements**

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep JAP-IT indemnified in this regard.

#### **10.13 Right of Monitoring, Inspection and Periodic Audit**

The JAP-IT reserves the right to inspect and monitor/assess the progress/performance at any time during the course of the Contract. The JAP-IT may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The JAP-IT shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the JAP-IT and the Selected Bidder undertakes to cooperate

with and provide to the JAP-IT/any other Consultant/Agency appointed by the JAP-IT/Department of Commercial Taxes, all relevant documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the JAP-IT may, without prejudice to any other rights that it may have, issue a notice of default.

#### **10.14 JAP-IT's Obligations**

JAP-IT shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve relevant issues as may arise during the execution of the Contract.

JAP-IT shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/plans related to services required to be provided as part of the Scope of Work.

#### **10.15 Information Security**

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the JAP-IT or DCT, out of premises, without prior written permission from the JAP-IT and DCT.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by JAP-IT, whichever is earliest, return any and all information provided to the Selected Bidder by JAP-IT, including any copies or reproductions, both hard copy and electronic.

#### **10.16 Indemnity**

The Selected Bidder shall execute and furnish to the JAP-IT, a Deed of Indemnity in favour of the JAP-IT, in a form and manner acceptable to the JAP-IT, indemnifying JAP-IT from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

Negligence or wrongful act or omission by the Selected Bidder

or it's team or any Agency/Third Party in connection with or incidental to this Contract; or

Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.

Notwithstanding the above, the Bidder shall have no obligations with respect to any infringement claim or, indemnification to the extent that the infringement claim arises or results from: (i) Bidder's compliance with purchaser's or, user's specific technical designs, specifications, or instructions; (ii) inclusion in a work of any content or other materials provided by the purchaser or, user and the infringement relates to or, arises from such purchaser or, user materials or, provided materials; (iii) the use of the work or, any part thereof by the purchaser or, user, with any combination of other equipment, plant, or materials not supplied by the purchaser or, user, pursuant to the Contract; (iv) modification of a work after delivery by the Contractor to the purchaser or, user, if such modification was not made by or, on behalf of the Bidder; or, (v) use of a superseded release of some or, all of the work or, the purchaser's or, user's failure to use any modification of the work furnished under the contract including, but not limited to, corrections, fixes, or, enhancements made available by the Bidder."

#### **10.17 Confidentiality**

The Selected Agency shall not use Confidential Information, the name or the logo of Purchaser and User except for the purposes of providing the Service as specified under this contract;

The Selected Agency may only disclose Confidential Information in the following circumstances:

- a) with the prior written consent of User/Purchaser;
- b) to a member of the Service Provider's Team ("Authorized Team Member") if:
  - the Authorized Team Member needs the Confidential Information for the performance of obligations under this contract;

- the Authorized Team Member is aware of the confidentiality of the Confidential Information and is obliged to use it only for the performance of obligations under this contract

The Selected Agency shall do everything reasonably possible to preserve the confidentiality of the Confidential Information to the satisfaction of User/Purchaser.

The Selected Agency shall notify User/Purchaser promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Contract or with the authority of User/Purchaser.

The Selected Agency shall be liable to fully recompense Purchaser/User for any loss of revenue arising from breach of confidentiality. Purchaser reserves the right to adopt legal proceedings, civil or criminal, against the Selected Agency in relation to a dispute arising out of breach of obligation by the Selected Agency under this clause.

## **10.18 Protection and Limitations**

The warranty period for the systems shall be taken into account from the date of completion of supply of products, its successful installation/commissioning and acceptance by Purchaser, including free spare parts, kits etc. Failure to provide satisfactory warranty service/support shall attract penalties.

### **10.18.1 Representation and Warranties**

In order to induce the Purchaser to enter into this contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

1. That the selected Bidder along with its sub-contractors have the power and the authority that would be required to enter into this contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this

contract.

2. That the Bidder and its sub-contractors are not involved in any major litigation or legal proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of services under this contract.
3. That the representations and warranties made by the Bidder in its Bid, Tender and Contract are and shall continue to remain true and correct throughout the term of this Contract and Bidder shall fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the contract and the tender and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
4. That the Bidder and its team has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the “Scope of Work” stipulated in the Tender and this Contract.
5. That the Bidder shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded & replaced.
6. That the Bidder/Bidder’s team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity

or otherwise, merely by fact of such use or possession during or after the term hereof.

7. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.
8. That the execution of the scope of work and the services herein is and shall be in accordance and in compliance with all applicable laws. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
9. That all conditions precedent under the Contract has been satisfied.
10. That neither the execution and delivery by the Bidder/Bidder's team of the Contract nor, the Bidder's/Bidder team's compliance with or, performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or, any order, writ, injunction or, decree of any court or, Governmental Authority binding on the Bidder, (ii) will conflict or be inconsistent with or, result in any breach of any or, the terms, covenants, conditions or, provisions of, or, constitute a default under any agreement, contract or instrument to which the Bidder is a party or, by which it or, any of its property or, assets is bound or, to which it may be subject or, (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.
11. That the Bidder certifies that all registrations,

recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

12. That the Bidder confirms that there has not been and shall not occur any execution, amendment or, modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or, the project.
13. That the Bidder owns or, has good, legal or, beneficial title, or, other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or, create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or, expressed to be created are valid and enforceable.
14. That the Bidder owns, has license to use or, otherwise has the right to use, free of any pending or, threatened liens or other security or, other interests all Intellectual Property Rights, which are required or desirable for the performance of the project under this contract and regarding the same the Bidder does not, so far as the Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Bidder is aware, none of the Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations for the performance of this contract are being

infringed nor, so far as the Bidder is aware, is there any infringement or, threatened infringement of those Intellectual Property Rights licensed or, provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) required by the Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto. The remedy for any breach of this Clause shall be the indemnity set forth in Clause 10.20 of the section for Intellectual Property Rights.

15. That the Bidder agrees to incorporate, within the contract value, all hardware configuration, software changes, upgrades and patches to the system, announced by him from time to time keeping in view the advancement in technology, shortcomings of the system and any changes required for improving the overall efficiency of the system.
16. That the Bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied hardware and software to meet the requirements of the applications.
17. If and when the system and/or, components of the system are required to be relocated/shifted within the same Data Center Site or, to a new Data Center Site, the Bidder shall undertake required work related for de-commissioning/re-commissioning and other associated work, at no additional cost to the Purchaser. Associated cost for transportation, insurance and packing shall however be borne by the Purchaser. For any such relocation/shifting efforts beyond two such



occurrences during the contract period, extra charges shall be mutually agreed upon.

**10.18.2 For the specified SLAs, the Bidder should additionally warrant the following conditions:**

The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services;

The SLA has been executed by a duly authorized representative of the Bidder;

The Bidder is experienced in managing and providing works similar to the services and that it will perform the services with all due skill, care and diligence in compliance with the applicable laws;

The services will be provided and rendered by appropriately qualified, trained and experienced personnel;

Bidder has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the services;

The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;

Bidder will use its reasonable endeavors to ensure that the equipment, software and hardware supplied and/or, used in the course of the provision of the Services, are updated, new, operational and functional; and

If Bidder uses, in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to Purchaser/User to the extent possible. In the event that such warranties cannot

be enforced by the Purchaser, the Bidder will enforce such warranties on behalf of the Purchaser and pass on to the Purchaser/User, the benefit of any other remedy received in relation to such warranties.

### **10.18.3 Warranties regarding project assets**

A comprehensive warranty applicable on goods supplied under this contract shall be provided by the respective OEM for the period of contract from the date of acceptance of respective system by the Purchaser.

Technical Support for Software applications shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.

The Bidder warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of sale/End of support; and shall be supported by the Bidder and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

The Bidder warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

The Bidder further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or, from any act or, omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions

prevailing at the respective Data Center Sites.

The Purchaser shall promptly notify the Bidder in writing of any claims arising under this warranty.

Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable

In the event that any occurrence or, circumstance comes to the attention of either Party that renders any of its aforesaid representations or, warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or, warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the Agreement.

Notwithstanding what has been stated elsewhere in this RFP and the Annexures attached herein, in the event the Selected Agency is unable to meet the obligations pursuant to the implementation of the Projects and/or, provide the Operations and Maintenance Services and any related scope of work as stated in this RFP and the Annexures attached herein, Purchaser will, inter alia, have the option to invoke the Performance Bank Guarantee after serving a written notice fifteen days in advance on the System Integrator. Such right of the Purchaser

shall be without prejudice to any other rights or, remedies available under law or agreement.

#### **10.18.4 Data protection and use**

In the course of providing the Services the Bidder may be compiling, processing and storing proprietary Project Data relating to the User.

The Bidder and User are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.

As a processor of Project Data, the Bidder will process Project Data in accordance with the terms of this Tender.

The Bidder shall not transfer any Project Data to any person or organization unless otherwise authorized by the Purchaser/User in this regard.

Upon reasonable written request from a Party, the other Party will provide the requesting Party with such information that it has regarding the Project, its Data and its processing which is necessary to enable the requesting party to comply with its obligations under the applicable data protection law or regulation.

#### **10.18.5 Audit, access and reporting**

Bidder shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase on a fortnightly basis.

Post completion of each Phase, the Bidder shall submit to the Purchaser, MIS reports as an ongoing basis. A list of such modules is mentioned in Annexure XV.

Bidder should ensure MIS reporting as per defined service levels in the RFP. The selected bidder shall establish and maintain a web-based project tracking

system wherein all the project tasks/activities are tracked against the baseline plan in a prompt manner – so that any of the project stakeholders can monitor the project progress without having to request/wait for periodic project status reports. In order to meet this requirement, the project members from the Bidder's team must all diligently update the status in this tool at least on a daily basis. This shall be operated throughout the project duration to ensure coverage of the operational activities

Formats for all abovementioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Purchaser on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.

Periodic meetings shall be held between the representatives of the Purchaser/User and the Bidder once in every 15 days during the implementation/handover phase to discuss the progress of implementation/handover. After the implementation/handover phase is over, the meeting under the chairmanship of Nodal Officer, DCT shall be held as an ongoing basis, once in every 30 days to discuss the performance of the contract.

Bidder shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

A Core Committee involving representative of the Purchaser, User and senior officials of the Bidder shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.

All the goods, services and manpower to be provided /deployed by the Bidder under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's

representative in accordance with the Contract.

The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Bidder shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work/service.

At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or, through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.

Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or, is in deviation to Tender requirements/standards, the Purchaser's representative shall so notify the Bidder in writing.

The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved program the Bidder shall produce at the

request of the Purchaser's representative a revised program showing the modification to the approved program necessary to ensure completion of the works within the time for completion or, steps initiated to ensure compliance to the stipulated requirements.

The submission seeking approval by the Purchaser or, Purchaser's representative of such program shall not relieve the Bidder of any of his duties or, responsibilities under the Contract.

In case during execution of works, the progress falls behind schedule or, does not meet the Tender requirements, Bidder shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Program for deployment of extra man power/resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder within the contract value.

#### **10.18.6 Information Security**

The Service Provider/Service Provider's team shall not carry any written/printed document, layout diagrams, CDs, DVDs, hard disk, storage tapes, other storage devices or any other goods/material proprietary to User/Purchaser into/out of the Data Centre Sites and User/Purchaser office location without written permission from the User/Purchaser.

The Service Provider/Service Provider's Team shall not destroy any unwanted documents, defective tapes/media present at the Data Centre Sites and User/Purchaser office location on their own. All such documents, tapes/media shall be handed over to the User/Purchaser.

All documentation and media at the Data Center Sites shall be properly identified, labeled and numbered by the Service Provider. Service Provider shall keep track of all such items and provide a summary report of these items to the User/Purchaser

on a monthly basis.

The Service Provider/Service Provider's Team shall follow Purchaser's Information Security policy, if any. Access to User and Purchaser's data and systems, eMail and Internet facility by the Service Provider/Service Provider's team at the Data Centre Sites and User/Purchaser office location shall be in accordance with the security and access policies set by the User/Purchaser, if any.

Service Provider/Service Provider's team acknowledge that Purchaser/User's business data and other User/Purchaser proprietary information or, materials, whether developed by User/Purchaser or, being used by User/Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to User/Purchaser; and Service Provider along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of User/Purchaser depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider/Service Provider's team could damage the goodwill of User/Purchaser, and that by reason of Service Provider/Service Provider's duties hereunder. Service Provider/Service Provider's team may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.



Service Provider shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Service Provider by User/Purchaser, including any copies or reproductions, both hardcopy and electronic.

#### **10.18.7 Records of Contract Documents**

The Service Provider shall at all-time make and keep sufficient copies of the process manuals, training manuals operating procedures, specifications, Contract documents and any other documentation at head quarter/division/circle level to fulfill his duties under the Contract.

The Service Provider shall keep at each site (head quarter/division/circle level) at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by Purchaser/User's representative and by any other person authorized by User/Purchaser's representative. Where one or more of Service Provider's offices are deployed in the works, all requirements of the Contract and Service Provider's obligation under the Contract shall apply equally at each office so deployed.

#### **10.18.8 Ownership and Retention of Documents**

User shall own the Documents, prepared by or for the Service Provider arising out of or in connection with this Contract.

Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by User/Purchaser, the Service Provider shall deliver to User all documents provided by or originating from User and all documents produced by or from or, for the Service Provider in the course of performing the Services, unless otherwise directed in writing by Purchaser at no additional cost. The Service Provider shall not, without the prior written consent of Purchaser/User store, copy, distribute or retain any

such Documents.

#### **10.19 Limitation of Liability**

Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.

Except in the case of Gross Negligence or Willful Misconduct on the part of the Bidder/Bidder's Team or on the part of any person or firm acting on behalf of the Bidder executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder including to property and/or assets of the Purchaser or of any of Purchaser's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

1. For the purposes of this Clause of this section, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
2. "Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

This limitation of liability slated in this section, shall not affect the Bidder liability, if any, for direct damage by Bidder/Bidder's team to a third party's real property, tangible personal property or bodily injury or death caused by the Bidder/Bidder's team or any person or firm/company acting

on behalf of the Bidder in executing the work or in carrying out the Services.

## **10.20 Intellectual Property Rights**

**In case of Bespoke development of the application:** The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the User and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the User. Once transferred, the User shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

**In case of deployment of COTS products:** User shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by the Bidder solely during the performance of Services and for the purposes of inter-alia use or sub- license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Bidder shall be property of the User. The Bidder should create a repository of such resources and provide access to User. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the User and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the User:

- Bidder shall not only support Purchaser with the proposed COTS during the contract period, but also, confirm that

after the expiration / termination of the initial contract, continued support will be provided by the Bidder to the Purchaser, in case Purchaser chooses to maintain/ upgrade the COTS proposed, either directly or through third party agency (s)

- Continued support to the Purchaser will be subject to the purchase of support by the Purchaser post termination/ expiry of contract
- The customized source code with its full rights shall be handed over to the Purchaser

If User desires, the Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied/installed by the Bidder, and which may be assigned by the User to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the User, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the User.

The Bidder/Bidder's Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the User indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or the Bidder's Team during the course of performance of the Services. In case of any infringement by the Bidder/Bidder's Team, Bidder shall have sole control of the defense and all related settlement negotiations.

## **10.21 Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the contract period. Prices should be in INR only.

#### **10.22 Conflict of interest**

The Bidder shall disclose to JAP-IT in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **10.23 Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

#### **10.24 Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

#### **10.25 “No Claim” Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against JAP-IT, under or by virtue of or arising out of, the contract, nor shall JAP-IT entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of JAP-IT in such form as shall be required by it after the work is finally accepted.

#### **10.26 Publicity**

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the JAP-IT first gives its written consent to the selected bidder.

#### **10.27 Replacement of onsite Resources**

Replacement of the resources will be made as per the mutual consent with all the parties involved in the agreement. Further same will be approved in the Inter Departmental Committee meeting (IDC meeting).

Except as the client may otherwise agree in writing, no changes shall be made in the deployed resource.

Notwithstanding the above, the substitution of deployed

resource during contract execution may be considered only based on selected agency's written request and due to circumstances outside the reasonable control of the selected agency, including but not limited to death or medical incapacity or left from organization. In such case, selected agency shall forth with provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

In case deputed personnel leaves the organization than resignation letter and relieving letter needs to be submitted with a replacement request for the personnel.

#### **10.28 Validity of Agreement**

The tripartite agreement shall be executed between DCT, JAP-IT and the selected agency (successful bidder) will be done and will be initially valid for a period of Five (5) years from the date of knowledge transfer & Acceptance Test (necessary documents to be produced). Agreement may be extended up to Two (2) Years, year on year basis on mutual agreed terms and condition along with existing agreement.

#### **10.29 Relationship between the Parties**

- i) Nothing in the Contract constitutes any fiduciary relationship between the JAP-IT and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the JAP-IT and Selected Bidder.
- ii) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- iii) JAP-IT will not be under any obligation to the selected agency except as agreed under the terms of the Contract.

#### **10.30 No Assignment**

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of JAP-IT.

#### **10.31 Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property

Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless JAP-IT notifies the Selected Bidder of its release from those obligations.

**10.32 Entire Contract**

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

**10.33 Governing Law**

This contract shall be governed in accordance with the laws of India.

**10.34 Jurisdiction of Courts**

The High Court of India at, Ranchi, Jharkhand has exclusive jurisdiction to determine any proceeding in relation to the Contract.

**10.35 Compliance with Laws**

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

**10.36 Notices**

A “notice” means:

- i) a notice; or
- ii) Consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered.



## 11. PAYMENT TERMS

11.1 The payment shall be made by JAP-IT based on the services provided by the as per the Scope of Work under this Tender and the Contract signed between the DCT, JAP-IT and selected agency.

11.2 All payments will be made in Indian Rupees Only.

11.3 The payment would be made on submission of invoice along with supporting documents and quarterly progress report certified from DCT. Payment would be released within three weeks of receipt of invoice, after due verification.

11.4 The payment will be in combination of both milestones based payment and QGR based payment. The QGR payment period will be through the contract period of 05 years (20 quarters), which would start from the date of issuance of Acceptance certificate after the Acceptance Test as defined in the Contract.

SN	Payment Milestone	Percentage (%) of Payment)	Supporting Document
1.	On Deployment of Technical Manpower for Knowledge transfer and Declaration for Takeover from Existing SI.	10% on Go-Live of O&M after fulfilling the acceptance test.	Mutually signed Knowledge transfer acceptance document by Existing SI & Selected Agency
2.	On successful compliance of the Acceptance criteria and Acceptance test signoff (in form of letter) from DCT & JAP-IT.		Successful signoff document from DCT on the Acceptance Test (on functionality only).
3.	Quarterly Expenditures or IT Operation and Software Maintenance.	90% of total Recurring Expenditures to be paid in Equated QGR in a span of 5 years (20 QGRs) on basis of performance and attendance	quarterly progress reports certified from appropriate authority DCT (Dept. of



		<p>report signed by concerned authority of DCT.</p> <p>O&amp;M phase will be started after successful acceptance test signoff.</p> <p>The payment will be paid on quarterly basis after submission of quarterly invoice</p>	Commercial Taxes).
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## 12. Instruction to Bidders

### 12.1 Procedure for submission of bids

- a) Bids (Pre-Qualification bid, Technical & Price bid) shall be submitted online on <https://jharkhandtenders.gov.in> platform as well as hard copies as per **clause (d)** below.
- b) The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <https://jharkhandtenders.gov.in>.
- c) Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- d) The bidders should scan and upload the respective documents in Technical bid documentation as detailed below:
  - i. Pre-Qualification Bid
  - ii. Technical Bid
  - iii. Scan copies of Tender Fee & EMD, as prescribed in the tender document
- e) The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
- f) The rates should be quoted in online only.

### 12.2 Other Conditions of bid submission

- a) After uploading the documents, the copies of the uploaded statements, certificates, documents, supporting documents for eligibility criteria, original Demand Drafts/Bank Guarantee in respect of document fee & EMD (**except the Price bid/offer/break-up of taxes**) are to be submitted by the bidder in sealed envelope to the O/o **Chief Executive Officer, JAP-IT, Ground Floor, Near Golchakkar, Engineer's Hostel - 1, Dhurwa, Ranchi, Jharkhand** within the bid submission time & date mentioned in the bid document. The cover (inner and outer) thus prepared should also indicate clearly the name, address, telephone number, eMail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- b) Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. JAP-IT shall not hold any

risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false/fabricated/bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.

- c) JAP-IT will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.
- d) The Documents that are uploaded online on e-procurement portal will only be considered for Bid Evaluation.
- e) In case of consortium either the prime bidder or the consortium partner can purchase the bid document. The bid can be filed either with user ID of prime bidder or consortium partner

### **12.3 Submission of Hardcopy of Technical bid**

- a) Each copy of the tender should be a complete document and should be bound as a volume. The bid document should be properly page numbered and appropriately flagged/tagged; and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- b) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- c) The Tender should be signed on all the pages by the Bidder or his authorised representative and should be affixed with the bidder's Seal
- d) It shall be deemed that the bidders have done careful study and examination of the Tender document and has fully understood the implications.
- e) The response to the Tender should be full and complete in all respects. Failure to furnish the requisite information or submission of a proposal not substantially responsive to the Tender document in every respect will be at the bidder's risk

and may result in rejection of the proposal and forfeiture of the EMD.

- f) All materials submitted by the bidder become the property of the Purchaser and may be returned at its sole discretion.
- g) All outstation bids should be sent through registered post/speed post/courier.
- h) If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed subcontractor, including vendors, for each of those items and shall be responsible for ensuring that any subcontractor proposed complies with the requirements applicable to a bidder. For the purposes of these bidding documents, a subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Contract such as the supply of major components or the performance of related services.
- i) It is proposed to have a Cover System for this tender:
- j) The envelope containing copy of Technical Bid should be put in single sealed envelope clearly marked **“Selection of Agency for IT Operations and Maintenances of JH VAT Software and GST support”**. The envelope is to be super scribed with Tender Number and the wordings **“DO NOT OPEN BEFORE 28.09.2021 at 03:30 pm”**.

Hard copy of the bid document along-with the hard copies of EMD as BG and DD for tender fees is to be submitted by 30.09.2021 till 06:00 pm.

#### **12.4 BID SUBMISSION – OTHER INSTRUCTIONS**

1. Bidders have to submit their bids online in electronic format with digital signature. Bids without digital signature will not be accepted. Hence, bidder must ensure that all online uploaded documents are clearly readable, otherwise the bid may not be evaluated.
2. Hard copy of the tender document (as per the electronic format) should be submitted, as per the date & time schedule mentioned in the key events & date section of the RFP. All the envelopes should be clearly marked as Pre-

Qualification bid, Technical bid & Financial bid. However, bid will be evaluated on the basis of online uploaded documents i.e. in case of any discrepancies in the submitted documents (hard copy), JAP-IT will accept the online bid documents as authentic and final.

3. The bidders are also required to submit the original Tender Cost and EMD along with covering letter properly sealed and signed.
4. Tender document must contain the name, office and address including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
5. All pages of the bid being uploaded must be signed and sequentially numbered & indexed by the bidder irrespective of the nature of content of the documents. All the bid documents (both online uploaded and hard copy) submitted must be properly indexed.
6. Bids should be submitted as per the specified format and nomenclature, as mentioned in this RFP, otherwise same will be out rightly rejected.
7. Ambiguous bids will be out rightly rejected.
8. JAP-IT will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the tender bids.
9. The bids submitted by fax/e-Mail etc. shall not be considered. No correspondence will be entertained on this matter.
10. Any alteration/overwriting/cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall not be accepted on any ground and shall be rejected straightway.
11. If any clarification is required, the same should be obtained before or during pre-bid meeting only.
12. Tender process will be completed once the LoI or, Work Order will be issued to the selected bidder.
13. JAP-IT may at its own discretion extend the date for submission of bids. In such a case all rights and

obligations of JAP-IT and the Agency will be applicable to the extended time frame.

14. Bids not quoted as per the format given by JAP-IT will be rejected straightway.
15. No deviation from the tender specifications & terms and conditions will be accepted.
16. Bid will be evaluated on the basis of online uploaded documents hence bidders must ensure that all online uploaded documents are clearly readable otherwise bid may not be evaluated and rejected.
17. Language of bid documents must be in Hindi/English. If any document of bid is in other language, then bidder must submit the translated version in Hindi/English and should be duly notarized & uploaded along with the original document. Same must be submitted along with online bid also. Bid evaluation will be made on the notarized documents i.e. on translated version in Hindi/English.

#### **12.5 Authentication of Bid**

The bid response shall be typed or written in indelible ink. The bid response shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

#### **12.6 Validation of interlineations in Bid**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

#### **12.7 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

## 12.8 Site Visit

The Bidders may visit the physical sites (Circle Offices) of DCT and obtain additional information at their own cost and responsibility.

## 12.9 Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address or email and as per schedule indicated in ***“Invitation for Bids / Key events and dates”***. The queries must be submitted in the prescribed format (as mention in clause 1.7 of this tender document) only.

The queries not adhering to the above mentioned format shall not be responded.

The Purchaser may respond in writing or upload the response on the e-procurement portal, <https://jharkhandtenders.gov.in>, to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in ***Invitation for Bids / Key events and dates***.

## 12.10 Documents Comprising the Bids

The bid prepared by the Bidder shall comprise the following components i.e. Pre-Qualification Bid, Technical Bid & Financial Bid. The bids not conforming to the requirements shall be summarily rejected.

- **Pre-Qualification Bid**

In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the tender), original copies or attested copies, as the case may be, in the absence of which the Bid will be rejected.

- Annexure – I: Covering Letter.
- Annexure – II: General information about the Bidder.
- Detailed checklist for pre-qualification duly filled in along with the supporting documents as defined in **Annexure III**. Bidders are requested to add a column for page no. in the pre-qualification check list table and provide the corresponding page no. of the respective criteria.

- Pre-qualification bid should contain **INR 25,000.00 (Rs. Twenty-Five Thousand only)** towards the cost of the RFP document in a separate sealed envelope.
- Pre-qualification bid should contain **INR 50,00,000.00 (Rs. Fifty Lacs only)** towards Earnest Money Deposit (EMD) in a separate sealed envelope.
- Declaration that the Bidder has not been debarred/blacklisted by any reputed Govt./Semi-Govt. organization for quality of services/product and there is no major complaint against the Bidder by any organization as per **Annexure – IV**.
- An Acceptance by the Bidder to the Terms & Conditions mentioned in this RFP, **Annexure – V**.
- Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender **Annexure – VI**.
- Undertaking  
An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document since no deviation will be acceptable to the Purchaser.
- **Concerned/supporting documents to satisfy the criteria mentioned in the Clause 8 of RFP (Eligibility Criteria) document.**
- **Technical Bid**  
The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:
  - **Annexure – VIII:** Technical Bid Letter
  - **Annexure – IX:** Details Project Experience
  - **Annexure – XXII:** Format for CV
  - **Concerned/supporting documents to satisfy the criteria mentioned in the Clause 9 of RFP (Technical Evaluation Criteria) document.**



- **Financial/Commercial Bid *(to be uploaded only in e-procurement portal, no hard copy is to be submitted)***

The Financial/Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:

- **Annexure – XXI:** Commercial Bid Letter

**In case of any discrepancy between the hard copy and the uploaded copy, the uploaded copy in the e-procurement portal would be considered valid.**

**The uploaded copy of the bid should be legible and clear enough to read.**

#### **12.11 Bid Prices**

The Bidder shall indicate price in the prescribed format, the unit rates and total Bid Prices of the services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents. In absence of above information as requested, the bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format prescribed will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing etc. are to be made to meet the goals of the Implementing agency, all such changes shall be carried out within the current price.

#### **12.12 Bid Currencies**

Prices shall be quoted in Indian National Rupees (INR).

### 12.13 Bidder Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Signatory, in either cases, he / she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm or a company.

The authorization shall be indicated by written power-of-attorney accompanying the Pre-qualification bid.

### 12.14 Bid Security (Earnest Money Deposit)

#### ▪ Amount of Bid Security (EMD)

The Bidder shall furnish, as part of its bid, a bid security in the form of Bank Guarantee issued by any nationalized /scheduled/commercial bank located in India, of **Rupees 50,00,000/- (Rupees Fifty lakhs only)**. This EMD shall be valid for a period of 6 months from the date of submission of bid and no interest shall be paid on the earnest money under any circumstances.

#### ▪ Currency of Bid Security

The bid security shall be furnished in **Indian National Rupees (INR)**.

#### ▪ Requirement of Bid Security

The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Section "Forfeiture of Bid Security".

#### ▪ Rejection of Bid

Any bid not secured in accordance with above mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence.

- **Discharge of Bid Security of Unsuccessful Bidder**

Unsuccessful Bidders' bid security will be discharged/ returned as promptly as possible by the Purchaser.

- **Discharge of Bid Security of Successful Bidder**

Earnest Money Deposit furnished by Bidders shall be refunded to Bidders after submission of performance guarantee by the successful Bidder.

- **Forfeiture of Bid Security**

The Bid Security can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or
- During the bid process, if any information found wrong / manipulated / hidden in the bid. The decision of the purchaser regarding forfeiture of the Bid Security and rejection of bid shall be final & shall not be called upon question under any circumstances.

#### **12.15 Bid Validity Period**

- **Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Purchaser. **A bid valid for a shorter period may be rejected as non-responsive.** However, the prices finalized after opening the tenders shall not increase throughout the project period.

- **Extension of Period of Validity**

In exceptional circumstances, the Purchaser may request the Bidder(s) for an extension of the period of validity. The request and the responses there to shall be made in writing. The validity of EMD shall also be suitably extended.

#### **12.16 Modification and Withdrawal of Bids**

- *Written Notice*

The Bidder may modify or withdraw its bid after the bid's submission, provided that the Purchaser receives written notice of the modification or withdrawal, prior to the last date prescribed for receipt of bids.

- *Signing and Marking of Notice*

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

- *Last Date for Notice*

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

#### **12.17 Opening of Bids**

Decision of the Purchaser or a committee appointed by the GoJ/ Purchaser (JAP-IT) would be final and binding upon all the Bidders. The Purchaser will open the Bid Proposal, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in section 'Invitation for Bids/Important Dates'. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. It is advised to send a responsible, authorized and senior representative of the Bidder so that clarifications, if any, can be given on the spot. The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

#### **12.18 Announcement of Bids**

The Bidders' names, bid modifications or withdrawals and such other details as the Purchaser at discretion may consider appropriate, will be announced at the bid opening.

### **12.19 Bids not considered for evaluation**

Bids that are rejected during the bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

## **13. Award of Contract**

Prior to the expiry of the period of bid validity, GoJ will notify the successful bidder in writing by registered letter or mail or by a Letter of Intent through e-procurement portal, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post.

The notification of award will be followed by signing of MSA within specified time along with submission of PBG. Upon furnishing of the PBG by the successful bidder(s) and signing of the MSA, GoJ/JAP-IT will promptly notify each unsuccessful bidder and will discharge the bid security.

As soon as GoJ notifies the Successful Bidder, the GoJ will send the bidder the MSA form, incorporating all changes/clarifications issued by the GoJ at the time of pre-bid. On receipt of the contract form, the successful bidder shall sign with date, the contract form, and return it to GoJ within 7 days.

The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.

The Bank Guarantee (BG)/Performance Bank Guarantee (PBG) for a period of 05 years and 06 months needs to be submitted within 7 days of issue of Letter of Intent/Letter of Award. Failure of the successful Bidder to comply with the terms and conditions of the RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the BG/PBG.

The JAP-IT may forfeit this Performance Guarantee for breach of the terms & conditions of the agreement by the bidder. Under such an eventuality, the mechanism described under the Exit management section of Technical Document Volume I shall be enforced. One-month notice will be given to bidder specifying the reason for forfeiture of Bank Guarantee for any breach of the terms of the agreement by JAP-IT.

## **14. LIST OF ANNEXURES**

### **ANNEXURE – I: PROPOSALCOVERING LETTER**

(To be uploaded in as part of **Pre-Qualification Proposal** duly signed by the bidder for the tender and original to be provided along with hard copy of **Pre-Qualification Proposal**)

Date: .....

To,

**The CEO,**

**Jharkhand Agency for Promotion of Information Technology,**

Ground Floor, Engineers hostel 1,

Near Golchakkar, Dhurwa , Ranchi-834004.

Tel: 0651-2401044

Fax: 0651-2401040

Email: [ceo.japit@jharkhandmail.gov.in](mailto:ceo.japit@jharkhandmail.gov.in) & [japit\\_tender@rediffmail.com](mailto:japit_tender@rediffmail.com)

Dear Sir,

We ..... (Name of the bidder) hereby submit our proposal in response to notice inviting tender date ..... and tender reference no. .... and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. Jharkhand Agency for Promotion of Information Technology, Ranchi may contact the following person for further Information regarding this tender:

a. Company Name:

b. Full address of office:

- c. Authorized representative of the bidder:
  - d. Contact No.:
  - e. eMail ID:
7. We are submitting our Eligibility Criteria proposal with bid documents and technical bid documents
- The hard copy format is also similarly indexed, flagged and highlighted at relevant places.

Yours sincerely,

Signature & Seal

Full name of signatory

Designation

Name of the bidder (firm etc.)

## **Annexure – II: GENERAL INFORMATION ABOUT BIDDER**

(To be uploaded in as part of **Pre-Qualification Proposal** duly signed by the bidder for the tender and original to be provided along with hard copy of **Pre-Qualification Proposal**)

<b>S No.</b>	<b>Particulars</b>	<b>Details to be Furnished</b>		
<b>I</b>	<b>Details of the Bidder</b>			
	Company Name			
	Address			
	Telephone		Fax	
	E-mail		Website	
	<b>Details of Authorized person</b>			
	Name			
	Address			
	<b>Telephone</b>		<b>Email</b>	



### **ANNEXURE – III: CHECKLIST FOR PRE-QUALIFICATION**

(To be uploaded in as part of **Pre-Qualification Proposal** duly signed by the bidder for the tender and original to be provided along with hard copy of **Pre-Qualification Proposal**)

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documents to be provided</b>	<b>Complied (Y/N)</b>	<b>Cross-reference page number</b>
1	As mentioned in this document	As mentioned in this document		

**ANNEXURE – IV: DECLARATION FOR NOT BLACK LISTED**

(To be uploaded in as part of **Pre-Qualification Proposal** duly signed by the bidder for the tender and original to be provided along with hard copy of **Pre-Qualification Proposal**)

Date: .....

To,

**The CEO,**

**Jharkhand Agency for Promotion of Information Technology,**

Ground Floor, Engineers hostel 1,

Near Golchakkar, Dhurwa, Ranchi-834004.

Tel: 0651-2401044

Fax: 0651-2401040

Email: [ceo.japit@jharkahndmail.gov.in](mailto:ceo.japit@jharkahndmail.gov.in) & [japit\\_tender@rediffmail.com](mailto:japit_tender@rediffmail.com)

Sir,

Ref.: Tender No.: .....

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

Signature of Bidder: ..... Place: .....

Name: ..... Date: .....

Designation: .....

Seal: .....

**ANNEXURE – V: DECLARATION OF ACCEPTANCE OF TERMS AND  
CONDITIONS IN RFP**

(To be uploaded in as part of **Pre-Qualification Proposal** duly signed by the  
bidder for the tender and original to be provided along with hard copy of  
**Pre-Qualification Proposal**)

To,

Chief Executive Officer,  
JAPIT, Ground Floor, Near Golchakkar,  
Engineer's Hostel - 1, Dhurwa,  
Ranchi, Jharkhand  
Phone No.: +91-651- 2401067  
Fax: +91-651- 2401040

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] regarding Selection of Agency for providing services “for IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations under Department of Commercial Taxes, Government of Jharkhand”, I declare that all the provisions of this RFP/Tender Document are acceptable to my company.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## **ANNEXURE – VI: FORMAT FOR POWER OF ATTORNEY**

(To be uploaded in as part of **Pre-Qualification Proposal** on stamp paper of value required under law duly signed by the bidder for the tender and original to be provided along with hard copy of **Pre-Qualification Proposal**)

Dated: .....

### **POWER OF ATTORNEY**

#### **To Whomsoever It May Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement **“IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations under Department of Commercial Taxes, Government of Jharkhand”** as per agreement with JAP-IT, vide Invitation for Tender (Tender Document) Document dated \_\_\_\_\_, issued by The CEO, Jharkhand Agency for Promotion of Information Technology, Ranchi, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Jharkhand Agency for Promotion of Information Technology, Ranchi or any governmental authority, representing us in all matters before Jharkhand Agency for Promotion of Information Technology, Ranchi, and generally dealing with JAP-IT in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature & Seal)

(Name, Title and Address)

Accept

(Attested signature of Mr. ....)

(Name, Title and Address of the Attorney)

Notes:

- ✓ To be executed by the Bidder
- ✓ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ✓ Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s). Or
- ✓ Organizations are having their own PoA format (legal document registered on Stamp Paper) may also be acceptable. Such PoA should be approved by the respective Board of Directors (BoD) in the name of authorized signatory.

**ANNEXURE – VII: BANK GUARANTEE FORMAT FOR EARNEST MONEY  
DEPOSIT**

(To be uploaded in as part of **Pre-Qualification Proposal** on stamp paper of value required under law duly signed by authorized representative of Bank and original to be provided along with hard copy of **Pre-Qualification Proposal**)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ / \_\_\_\_\_

(Name of the Nationalised/ Scheduled Bank) having its Head / Registered office at ....., and having one of its branches at Ranchi (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Chief Executive Officer, Jharkhand Agency for Promotion of information and technology (JAP-IT), Government of Jharkhand, having its office at Engineers Hostel-I, Dhurwa, Near Goal Chakkar, Ranchi, Jharkhand (hereinafter referred to as “JAP-IT”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder -----, a Company / partnership firm / proprietorship concern registered under the ----- (name of the relevant act/law Under which incorporated) having its registered office at ----- (hereinafter called “Bidder” which expression shall unless it be repugnant to the subject or context here of include its executors, administrators, successors and assigns) has submitted its Proposal for Selection of Agency for providing services “**for IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations under Department of Commercial Taxes, Government of Jharkhand**”, in Jharkhand vide Invitation for Tender Reference No..... dated issued by JAP-IT Government of Jharkhand (hereinafter referred to as “the Project”).

Whereas in terms of the Invitation for Tender Reference No. .... dated: ..... (hereinafter referred to as Tender Document) issued by JAP-IT, the Bidder is required to furnish to JAP-IT an unconditional and irrevocable Bank Guarantee for an amount of **INR 50,00,000.00** (INR Fifty Lakhs only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to JAP-IT is an amount not exceeding INR (INR One crore only) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from JAP-IT stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.
2. This Guarantee shall remain in full force and effect for a period of **180 (One hundred and Eighty) days** from the (Proposal Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by JAP-IT.
4. We Bank further agree that JAP-IT shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of JAP-IT in this regard shall be final and binding on us, notwithstanding any differences between JAP-IT and the said Bidder and/or any dispute between JAP-IT and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. JAP-IT shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to JAP-IT and the bank shall not be released from its liability under these presents by any exercise by JAP-IT of the liberty with reference to the matters

aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of JAP-IT or any indulgence by JAP-IT to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid. We undertake to make the payment on receipt of your notice of claim on us addressed to (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.

6. It shall not be necessary for JAP-IT to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which JAP-IT may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.
7. We Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of JAP-IT in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
8. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date \_\_\_\_\_ day of \_\_\_\_\_ 20xx

**Signature of the Issuing / Authority with seal**

**CORPORATE SEAL for Bank**

**Note:** A covering letter of confirmation is also to be given by the bank along with this bank guarantee. If respective banks having their specific format of BG/PBG or, as EMD, same may be acceptable, limited to the criteria mentioned above in the tender document.



## **ANNEXURE – VIII: TECHNICAL BID LETTER**

(To be uploaded in as part of **Technical Proposal** on stamp paper of value required under law duly signed by the bidder for the tender and original to be provided along with hard copy of **Technical Proposal**)

To,

Chief Executive Officer  
Jharkhand Agency for Promotion of Information Technology  
Engineers Hostel 1, Ground Floor, Near Golchakkar,  
Dhurwa, Ranchi-834004, Jharkhand, India

**Subject: RFP for Selection of an agency for IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations**

**Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

Sir/Madam,

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the RFP document number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD of in the form of a bank guarantee for the sum of **Rs. 50,00,000.00 (Rs. Fifty Lakhs only)**. This EMD is liable to be forfeited in accordance with the provisions of the RFP document - General conditions of the contract

2. CONTRACT PERFORMANCE GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as described in this tender.

3. BID VAILIDITY PERIOD

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

### **Annexure – IX: DETAILS OF PROJECT EXPERIENCE**

(To be uploaded in as part of **Technical Proposal** on stamp paper of value required under law duly signed by the bidder for the tender and original to be provided along with hard copy of **Technical Proposal**)

As per the format below the responding firm should provide information for each project on the similar assignments required for technical evaluation criteria.

<b>Sr. No.</b>	<b>Items</b>	<b>Details</b>
<b>General Information</b>		
1.	Customer Name	
2.	Name of the contact person and contact details for the client of the assignment	
<b>Project Details</b>		
3.	Project Title	
4.	Start Date: MM/YYYY End Date : MM/YYYY	
5.	Current Status (work in progress/completed)	
6.	Number of staff deployed in the assignment	
<b>Size of the project</b>		
7.	Total Cost of the project	
8.	Period of contract	
9.	Technologies used	
10.	Number of end users catered to by the system	
11.	Number of resources deployed across the country/states	
12.	Number of transactions handled by the system on a yearly basis	
13.	Any other information to be shared with Purchaser	
14. <i>Narrative Description of the Project</i>		

15. *Documentary Proof and necessary details*

*Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only*

**Witness:**

**Signature** -----

**Name** -----

**Address** -----

**Date** -----

**Bidder:**

**Signature** -----  
-

**Name** -----

**Designation** -----

**Company Seal**-----

**Date** -----

**ANNEXURE – X: PROJECT TIME LINE**

<b>SN</b>	<b>Description</b>	<b>TIMELINE</b>
1	Tripartite Agreement Signing with the selected bidder	T1
2	Knowledge Transfer and Hanover Period	T1+6 Weeks
3	Acceptance Test and Stabilization Period	T1+12 Weeks
4	Start of Operation and Maintenance	Start of 5 Year Period

## **ANNEXURE – XI: DRAFT FOR PERFORMANCE BANK GUARANTEE**

(To be issued by a Bank)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_  
(Name of the Bank) having its Head/Registered office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as “the Guarantor”) which expression shall  
unless it be repugnant to the subject or context thereof include its heirs,  
executors, administrators, successors and assigns;

In favor of ‘CEO, Jharkhand Agency for Promotion of Information Technology’,  
Ranchi, having its office at Ground Floor, Engineers hostel 1, Near  
Golchakkar, Dhurwa, Ranchi (hereinafter called “CEO, JAP-IT, Ranchi” which  
expression shall unless it be repugnant to the subject or context thereof  
include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_. a company formed under \_\_\_\_\_ (specify the  
applicable law) and having its registered office at \_\_\_\_\_ has been,  
consequent to conduct and completion of a competitive bidding process in  
accordance with the letter of requirements document No. \_\_\_\_\_  
dated \_\_/\_\_/20xx issued by CEO, JAP-IT, Ranchi, and selected M/s  
\_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by CEO,  
JAP-IT, Ranchi as more specifically defined in the aforementioned Document  
including statement of work and the Agreement executed between the  
CEO, JAP-IT, Ranchi and Bidder. The Agreement requires the Bidder to  
furnish an unconditional and irrevocable Bank Guarantee for an amount of  
Rs. \_\_\_\_ /- (Rupees \_\_\_\_\_ only) by way of  
security for guaranteeing the due and faithful compliance of its obligations  
under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has  
agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we,  
\_\_\_\_\_ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms  
and subject to the conditions of the Agreement, and fulfil its obligations  
there under
2. We, the Guarantor, shall, without demur, pay to CEO, JAP-IT, Ranchi,  
an amount not exceeding Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) within 7 (seven) days of receipt  
of a written demand therefore from CEO, JAP-IT, Ranchi stating that  
the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the CEO, JAP-IT, Ranchi is disputed by the Bidder or not.
4. The Guarantee shall come into effect from\_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Jharkhand Agency for Promotion of Information Technology, Ranchi, Government of Jharkhand under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from CEO, JAP-IT, Ranchi prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to CEO, JAP-IT, Ranchi.
5. In order to give effect to this Guarantee, CEO, JAP-IT, Ranchi shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by CEO, JAP-IT, Ranchi or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by CEO, JAP-IT, Ranchi against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CEO, JAP-IT, Ranchi or any indulgence by CEO, JAP-IT, Ranchi to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Sh. ....its ..... and authorized office.

Authorized Signatory \_\_\_\_\_Bank

**Note:** A covering letter of confirmation is also to be given by the bank along with this bank guarantee. If respective banks having their specific format of BG/PBG, same may be acceptable, limited to the criteria mentioned above in the tender document.



## **ANNEXURE – XII: PRE-CONTRACT INTEGRITY PACT**

(To be uploaded in as part of **Technical Proposal** on stamp paper of value required under law duly signed by the bidder for the tender and original to be provided along with hard copy of **Technical Proposal**)

### **1. GENERAL**

- 1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month \_\_\_\_\_ between, the Government of Jharkhand acting through Shri ... .. (Name & Designation of the officer, Department), Government of Jharkhand (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s represented by Shri..... (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the relevant law in the matter and the TENDERING AUTHORITY is a Ministry/Department of the Government, performing its function on behalf of the Government of Jharkhand.

### **2. OBJECTIVES**

NOW, THEREFORE, the TENDERING AUTHORITY and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to: -

- 2.1 Enabling the TENDERING AUTHORITY to obtain the desired Stores/Equipment/Work/Service

at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

### **3. COMMITMENTS OF THE TENDERING AUTHORITY**

The TENDERING AUTHORITY commits itself to the following: -

- 3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima facie found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from

further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDERS**

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TENDERING AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the TENDERING AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid,

promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the TENDERING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

**6. EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT AS A PERFORMANCE BANK GUARANTEE (PBG)**

Every BIDDER while submitting commercial bid, shall deposit a EMD amounting to Rs. Fifty Lakh and security deposit as a PBG (10% of the contract value) as specified in this RFP/tender document.

**7. SANCTIONS FOR VIOLATIONS**

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

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

payment could also be utilized to recover the aforesaid sum and interest.

- (v) To in-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Jharkhand for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TENDERING AUTHORITY with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

## **8. FALL CLAUSE**

The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Jharkhand or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Jharkhand or a PSU at a lower price, then that very



price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the TENDERING AUTHORITY, if the contract has already been concluded.

## **9. INDEPENDENT MONITORS**

- 9.1. The TENDERING AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the TENDERING AUTHORITY.
- 9.6. The Monitor will submit a written report to the designated Authority of TENDERING AUTHORITY/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the TENDERING AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

## **10. FACILITATION OF INVESTIGATION**

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

## **11. LAW AND PLACE OF JURISDICTION**



This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the TENDERING AUTHORITY.

## **12. OTHER LEGAL ACTIONS**

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

## **13. VALIDITY**

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the TENDERING AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

(Signature of the Bidder)

Printed Name:

Designation:

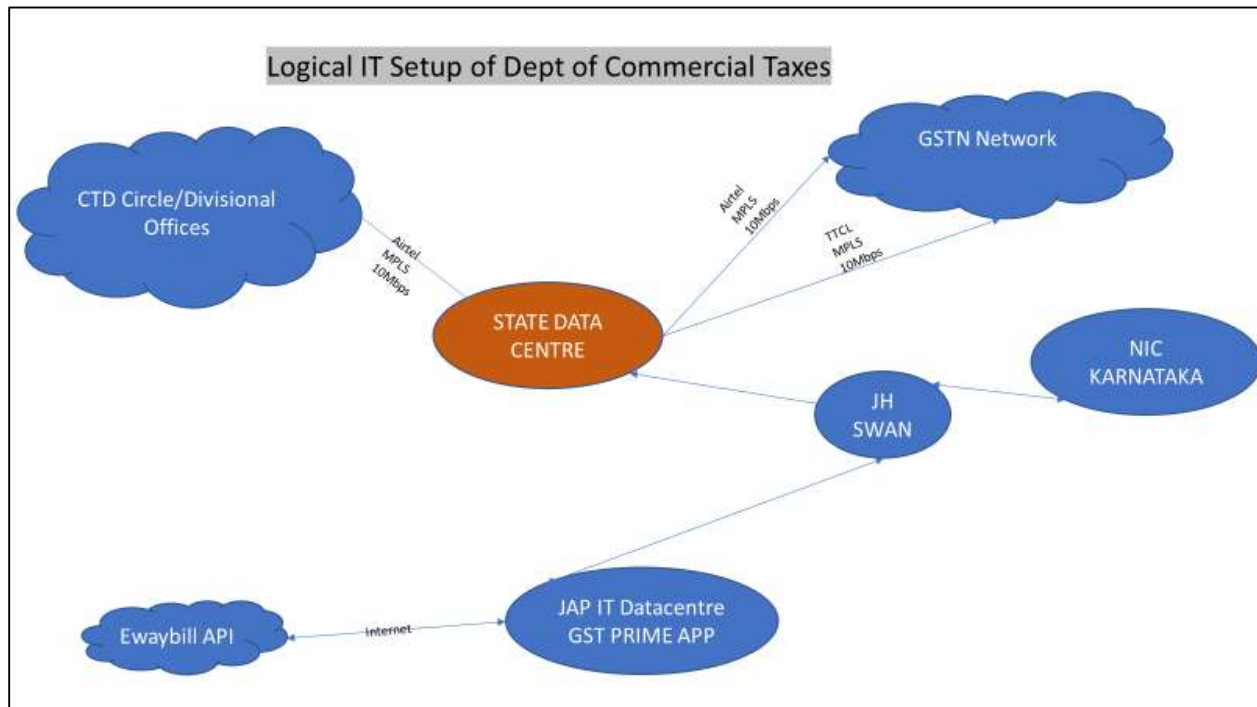
Seal:

Date:

Business Address:

**ANNEXURE – XIII: OVERVIEW DIAGRAM of CURRENT  
SETUP/DEPLOYMENT OF SOFTWARE FOR DEPT. OF COMMERCIAL  
TAXES**

JHVAT Application will be hosted in JH-SDC (State Datacenter) and field Office and GSTN network will be connected from SDC.



**ANNEXURE – XIV: BANDWIDTH DETAILS OF DCT OFFICE CONNECTIVITY  
FROM JH-SDC**

<b>SN</b>	<b>Location</b>	<b>Bandwidth Commissioned through MPLS link (in Kbps)</b>
<b>1</b>	DCT OFFICE Dhanbad	10240
<b>2</b>	DCT OFFICE Gumla	4096
<b>3</b>	DCT OFFICE Katras	4096
<b>4</b>	DCT OFFICE Palamu	4096
<b>5</b>	DCT OFFICE Ranchi	10240
<b>6</b>	DCT OFFICE Bokaro	4096
<b>7</b>	DCT Office Chaibasa	4096
<b>8</b>	DCT OFFICE Chirkunda	4096
<b>9</b>	DCT OFFICE Deoghar	4096
<b>10</b>	DCT OFFICE Dumka	4096
<b>11</b>	DCT OFFICE Godda	4096
<b>12</b>	DCT OFFICE Hazaribagh	4096
<b>13</b>	DCT OFFICE Jamshedpur	10240
<b>14</b>	DCT OFFICE Koderma	4096
<b>15</b>	DCT OFFICE Lohardaga	4096
<b>16</b>	DCT Office Pakur	4096
<b>17</b>	DCT OFFICE Ramgarh	4096
<b>18</b>	DCT OFFICE Sahebganj	4096
<b>19</b>	DCT OFFICE TenughatBokaro	4096
<b>20</b>	Jharkhand Mantaralya, Project Building, Dhurwa	10240
<b>21</b>	Jharkhand Mantaralya, PHQ Dhurwa/SDC	10240
<b>22</b>	Jharkhand Mantaralya, Project Building, Dhurwa (ILL)	12288

Note: JharNet 2.0 is being used as a secondary link in the field DCT offices.

**ANNEXURE – XV: LIST OF AVAILABLE SOFTWARE MODULE**

<b>Back-office</b>	<b>Tax Type</b>
Registration	VAT
	CST
	PT
	Electricity Duty
Print Original RC	VAT
	CST
	PT
	Electricity Duty
Amendment	VAT
	CST
	PT
	Electricity Duty
Suspension	VAT
	CST
	PT
	Electricity Duty
Duplicate RC	VAT
	CST
	PT
	Electricity Duty
Cancellation	VAT
	CST
	PT
	Electricity Duty
	LT
Dealer Profile/Dealer Search	VAT
	CST
	PT
	Electricity Duty
	LT
Dealer Transfer	VAT/CST
Returns	VAT
	CST
	PT
	Electricity Duty
	LT
Payment	VAT

	CST
	PT
	Electricity Duty
	LT
Scrutiny/Assessment	VAT/CST
Appeals and Revisions	VAT/CST
Enforcement	VAT/CST
Penalty	VAT/CST
Recovery	VAT/CST
TIN Assignment	VAT/CST
TIN block/unblock	VAT/CST
Refund	VAT/CST
Statutory Forms (SFCS)	CST
Admin	
MIS	VAT
	CST
	PT
	Electricity Duty
	LT

Portal	Tax Type
Registration	VAT
	CST
	PT
	Electricity Duty
Amendment	VAT/CST
Returns	VAT
	CST
	PT

	Electricity Duty
Payments	VAT
	CST
	PT
	Electricity Duty
	LT
Refunds	VAT/CST
Check post (e-Declarations/View Declarations)	VAT/CST
Statutory Forms (SFCS)	CST
Admin	All Tax Type
Dealer Profile	All Tax Type
e-Track Status	All Tax Type
e-Appeal	VAT/CST
Sign Up	VAT
	CST
	PT
	Electricity Duty

**ANNEXURE – XVI: TECHNICAL DETAILS OF JH-VAT SOFTWARE**

<b>S. No.</b>	<b>Application Name</b>	<b>Short Description</b>	<b>Technology used</b>
1	Information and CMS Web Portal	Commercial Taxes Department official Website	Liferay
2	Eseva Transactional Portal (Dealer Registration, Return Processing, Payment, Forms)	Software for dealer to register in VAT, CST ED and PT	Java, Spring, Hibernate, Jboss, PostgreSQL
3	Digigov Backoffice Software	Officer's back-office portal for Registration, Amendments and other back-office processes	Java, Spring, Hibernate, Jboss, PostgreSQL
4	MIS Application	MIS and Reports for different application modules	Java, Spring, Hibernate, Jboss, PostgreSQL
5	Email Server	Email services for Dept Officers	Zimbra
6	Postgress Database Server	Database server for Front Office / Backoffice& MIS.	EDB / Postgress
7	e-Grievances	Software for dealer to register their complain related to e-services	PHP, MySQL

### **ANNEXURE – XVII: MANPOWER DEPLOYMENT PLAN**

The minimum manpower which should be deployed by the bidder to meet the project requirements for the Operation and Maintenance are:

<b>S. No.</b>	<b>Profile</b>	<b>Minimum Number of personnel required</b>
1.	Project Manager	01
2.	Business Analyst	02
3.	Data Analyst	05
4.	Programmer	03
5.	DBA	01
6.	Network Administrator	01
7.	System Administrator	01
8.	Network Engineer	05
9.	Technical Assistant	01
10	<b>Total Manpower Requirement</b>	<b>20</b>



## **ANNEXURE – XVIII: MINIMUM QUALIFICATION REQUIREMENTS FOR MANPOWER**

### **I. Project Manager**

#### **1. The minimum qualifications and Skills required are:**

- a. Should have a graduation degree in Engineering BE/B-Tech/MCA/M-tech/MBA with experience in Project Management and PMP / Prince 2 or Equivalent certification.
- b. Should have a minimum of 8 years' experience in IT with minimum of 5 years as a Project Manager.
- c. Should have performed as a Project Manager in domain of Indirect Taxation/financial system project, will be preferred, for a period of 2 years.

#### **2. Roles and Responsibility:**

- a. Shall be working as a full time Project Manager for the Project duration, to oversee the project execution together with project teams, to execute all the project management related task.
- b. Should Assist DCT in coordination with the Other Department to assist DCT by providing IT Support / consultation whenever required.
- c. Ensure close cooperation with DCT project team as well as the service provider (external entities, 3rd Parties) whenever there is a need by DCT.
- d. Establish and execute process for project risks and issues management and mitigation.

### **II. Business Analyst**

#### **1. The minimum qualifications and skills required are:**

- a. Should have a graduate degree in BE/B-Tech/MCA/MBA (Preferably in Finance stream)/CA.
- b. Should have experience in IT System for requirement gathering, functional analysis for MIS /reports developments of minimum 3 years.
- c. Should have minimum work experience of 2 years in implementation of Indirect taxes and should have exposure in GST.
- d. Should possess experience in the financial / taxation domain to understand the requirement of end user, minimum experience 2 years.
- e. Collecting and interpreting data, analyzing results and reporting the

results back to the relevant members of the DCT.

- f. Identifying patterns and trends in data sets.
- g. Should have certification in any known or open source BI Tool products e.g. Tableau, BIRT, Power BI etc.

**2. Roles and Responsibility:**

- a. Work closely with Data Analyst team to deliver the requirements of DCT.
- b. Create best-practice reports based on data mining, analysis, and visualization.
- c. Work closely with project manager and data analyst team to update on the DCT MIS/ Report requirements/Suggestions and Improvements.

**III. Data Analyst**

**1. The minimum qualifications and skills required are:**

- a. Should have a graduation degree in Engineering BE/B-Tech/MCA.
- b. Should have good communication and presentation s skills with Taxation and Accounting background, solid understanding of taxation lifecycle and service provisioning concepts and service lifecycle.
- c. Technical experience for minimum of 2 years in working with Indirect Taxation software systems or similar area.
- d. Excellent analysis, development and troubleshooting skills.
- e. Should have experience of in working in a comparable government sector projects of similar complexity.
- f. Should possess technical hands on experience in Development of Reports / MIS as per the user requirements on tools like Excel, R, Python, SQL, PL/SQL etc.
- g. Experience of a variety of software development methodologies.

**2. Roles and Responsibility:**

- a. Interact with the end user / officials of DCT at the deputed location, to understand the business requirement, as per the business requirement he should be able to guide the development teams.
- b. Act as an interface between the development team and User to deliver the requirements of DCT.
- c. Update the progress of the deliverables or the assigned task by DCT.
- d. Proactively discuss and suggest the Improvements in the existing system.

- e. Preparation the requirement documents / presentations as per the requirement and discussion with DCT.
- f. Work with development team to determine the design of a solution, including screen design & usability to optimize business processes.
- g. Work closely with project manager to understand and maintain focus on their analytical needs, including identifying critical metrics and KPIs, and deliver actionable insights to relevant decision-makers.

#### **IV. Programmer**

##### **1. The minimum qualifications and skills required are:**

- a. Should be qualified as a B.E/B-tech. (CS/IT, EC, EEE)/MCA form a Govt. recognized university
- b. Should have a minimum of 3 years' experience in software development & maintenance.
- c. Should have a good hands-on experience in Java, Spring Hibernate, Database Technology Like Postgress/Oracle, Front End Technology like - HTML5, CSS, Java Script etc.

##### **2. Roles and Responsibility:**

- a. Develop & maintain the software modules
- b. Develop technical documentation to support application maintenance.
- c. Analyze and rectify software errors and present precise status reports on time.
- d. Design and code applications solving application issues by applying necessary code fixes.

#### **V. Database Administrator (DBA)**

##### **1. The minimum qualifications and skills required are:**

- a. Should be qualified as a B.E/B-tech. (CS/IT, EC, EEE)/MCA form a Govt. recognized university.
- b. Should have a minimum of 3 years' experience as a DBA.
- c. Should have good knowledge of Postgress.
- d. Should have DBA Certification on Database like Oracle/SqlServer/MySQL/PostgreSql etc.

##### **2. Roles and Responsibility:**

- a. Responsible for the monitoring and uptime of all production databases.
- b. Estimate PostgreSQL database capacities; develop methods for

- monitoring database capacity and usage.
- c. Responsible for regular backups in coordinating with the SDC team and recovery of databases.
- d. Responsible for regular maintenance on databases (e.g., Vacuum, Reindexing, Archiving).
- e. Responsible for pro-active remediation of database operational problems.
- f. Responsible for Query tuning and preventative maintenance.
- g. Ensure Availability 24\*7 to handle the critical requirements

## **VI. Network Administrator**

### **1. The minimum qualifications required are:**

- a. Should be qualified as a B.E/B-tech. (CS/IT, EC, EEE)/MCA form a Govt. recognized university.
- b. Should have a minimum of 3 years' experience as a Network Administration.
- c. Should have certifications on Networks like Cisco Certified Network Associate ('CCNA') or Juniper Networks Certifications Program ('JNCP') or Security Certified Network Professional ('SCNP') or Security Certified Network Architect ('SCNA') or equivalent.
- d. Should have the technical expertise to monitor various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection.

### **2. Roles and Responsibility:**

- a. Responsible for the network monitoring of field office connectivity status of MPLS network links.
- b. Status reporting on Daily / Monthly and Quarterly basis of network links uptime and downtime status of field office connectivity status of MPLS network links.
- c. Coordination with the MPLS service provider's and SWAN (JharNet), JH-SDC team for resolving the connectivity issues.

## **VII. System Administrator**

### **1. The minimum qualifications and skills required are:**

- a. Should be qualified as a B.E/B-tech. (CS/IT, EC, EEE)/MCA form a Govt. recognized university
- b. Should have a minimum of 3 years' experience as System Administrator and good knowledge of Linux system.

- c. Should have a good hand's on experience on the middleware technologies like Apache/Tomcat/Jboss etc.
- d. Should have an experience of managing the mail server system.

**2. Roles and Responsibility are:**

- a. Troubleshoot, when the problem occurs in the server.
- b. Analyzing all error logs and fixing the production issues.
- c. Coordination with the SDC team for resolving the production issues.
- d. Responsible for regular maintenance of Application Server.

**VIII. Network Engineer**

**1. The minimum qualifications and skills required are:**

- a. Should be qualified as a B.E./B-tech. (CS/IT, EC, EEE)/MCA/M.Sc. (IT/Computer Science)/BCA or B.Sc. (IT/Computer Science)/Graduate with PGDCA.
- b. Should have a minimum of 2 years' of experience in technical support & maintenance of Network including incident management.
- c. Should be proficient at English & Hindi language

**2. Roles and Responsibility are:**

- a. Provide technical services to DCT on time at Divisional Offices of DCT.
- b. Should coordinate closely with the Network Admin team to resolve the Network Issues at DCT Field Offices.
- c. Coordinate with the support staff of the circle offices of DCT to troubleshooting the issues.
- d. Assist and support desktop and technical support to DCT staff when required.
- e. Closely work with the Network, System Admin and Database admin to troubleshoot the issues.
- f. Troubleshooting and coordination with the Network Admin for Network issues at Divisional /Circle Offices of DCT.

**IX. Technical Assistant**

**1. The minimum qualifications and skills required are:**

- a. Should be qualified as a B.E./B-tech. (CS/IT, EC, EEE)/MCA/M.Sc. (IT/Computer Science)/BCA or B.Sc. (IT/Computer Science)/Graduate with PGDCA.
- b. Should have a minimum of 2 years' experience in IT support and

- maintenance including incident management and call handling
- c. Should have proficient at English & Hindi language.

**2. Roles and Responsibility are:**

- a. Provide technical services to DCT on time.
- b. Assist and support desktop and technical support to DCT staff when required.
- c. Closely work with the Network, System Admin and Database admin to troubleshoot the issues.

**Note: Before final deployment in the project, an interview committee (constituted as per the tendering authority with consultation with DCT) will access the proficiency of the technical manpower as per the CVs submitted by the successful bidder.**

### **ANNEXURE –XIX: HARDWARE ITEMS FOR AMC**

Details of the field office Infrastructure which bidder has to maintain to provide the Network Support and AMC support at Circle, District and Head quarter level.

<b>S. No.</b>	<b>Description of Hardware</b>	<b>Make &amp; Model</b>	<b>Quantity</b>	<b>Year of Procurement</b>
1	Switches	Cisco 2690	41	2013
2	Router	1920	26	2013
3	VC Division Office	CISCO-SX20 HD NPP 4x PHD Cam	5	2013
4	VC HQ & DC 1:5	CISCO 6000MXP BW pre HD Cam	2	2013
5	UPS -10KVA	NPS – 3 Phase	21	2017
6	UPS – 6KVA Single Phase	APC SRC 60000 UXI – SRC Series	26	2013
7	UPS – 10KVA Single Phase	APC SRC 10000 UXI– SRC Series	15	2013
8	Desktop	Acer	74	2017
9	All in One Desktop	Hp	16	2017
10	LAN Points (IO Boxes )	LAN	800	2013

## **ANNEXURE – XX: Minimum Specification of Hardware Infrastructure**

### **I. Generic Specification of Desktop: i5 & 4GB and i7 & 8GB**

Item	Requirement Description
Processor	Two Core, 64bit x86 Processor @ 3.2 GHz or more, 4MB L3 cache, Memory support DDR3 or better specifications
Motherboard & Chipset	OEM Motherboard
Video	Integrated Graphic controller
Network	Integrated 10/100/1000 Gigabit Ethernet controller
Ports	1 HDMI port (Preferable), 2x USB 2.0 and 2 x USB 3.0 (Preferable), 1xKeyboard port, 1xMouse port, 4 in 1 Media Card Reader (Preferable), Built in microphone, Stereo jack
HDD Controller	Integrated dual port SATA-II controller
Memory	2GB DDR III 1333MHz or higher expandable up to 8 GB or more
Storage	500GB sata II HDD 7200 RPM
Optical Drive	22X DVD writer or higher
Monitor	18.5" TFT or more (4:3 aspect ratio) LCD Monitor 1280 x 1024 resolution with 5 ms response time or higher specifications, TCO 05 certified
Keyboard	107 or more Keys Keyboard
Mouse	USB Optical Scroll Mouse with anti-static mouse pad resolution of Optical 1000 cpi, Complying to CE and FCC norms
OS Support &	windows
Warranty Coverage	Comprehensive warranty for 3 years. Loaded with Windows
Power input	100 -240V AC

### **II. Generic Specification of All in One Desktop:**

Item	Requirement Description
All In One Desktop	
Display	Minimum 60.45 cm (23.8 in) diagonal widescreen full high-definition IPS WLED-backlit display (1920 x 1080) or more
Motherboard	OEM Based motherboard
Processor	Minimum CPU speed: 2.5 GHz (3.1 GHz - max turbo boost, CPU cores: 2 or higher capacity
Memory	Min 8 GB and upgradable up to 16 GB
Sound/Audio	Integrated Audio with inbuilt speaker and mice, Webcam with HD resolution
Networking	LAN 100/1000 Base-T, Built in Wifi and Bluetooth
Hard drive	Minimum 500GB HDD
USB Port and HDMI Port	Minimum 2 USB and 1 HDMI port

### **III. Generic Specification of Laptop: i5 & 4GB and i7 & 8GB**



Item	Requirement Description
Processor	Intel Core i5 or higher or AMD equivalent
Speed	3.0 GHz or Higher
Cache	3 MB Smart Cache or more
System Bus/QPI	2.0 GT/sec or higher
Mother Board	Original OEM manufactured with Windows OS
Memory	Minimum 8 GB DDR-III RAM (1066 MHz) or higher expandable up to 16GB
Hard disk Drive	500 GB SATA (7200 RPM) or higher capacity
Display	14.0" or above LED Wide Screen Display
Resolution	1280 x 768 WXGA or higher
Video Graphics	Integrated HD Graphics
Web Camera	Integrated Web Camera
Wireless Connectivity	Integrated Wireless 802.11 a/b/g/n, Integrated Bluetooth 2.0 or higher
Optical Drive	Integrated 8X or higher DVD Writer
Sound System	Integrated Stereo Speaker
Keyboard	Standard Keyboard with Touchpad
Ports	Minimum 3 USB Ports 2.0 or higher, 10/100/1000 Ethernet Card, RGB/S Video/VGA, HDMI, Microphone, Stereo Head Phone, Media Card Reader and other Standard Ports
Battery Backup	6 cell Li-ion battery with re-chargeable pack for around 4 hrs.
Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant and DMI, FCC, UL, CE compliance
Weight	Less than 3 kg
Carry Case	Good quality Carry Case
Warranty	Minimum 3 Years on-site Comprehensive on Laptop and 3 year on battery

#### IV. Generic Specification of On-line UPS: 05KVA/10KVA

<b>UPS - 5KVA</b>	
Item	Requirement Description
Input Range	160-270V (on full load)
Output Voltage & Waveform	230 +/- 1% Pure Sine Wave
I/P & O/P Power Factor	0.8 or higher power factor
Mains & Battery	Sealed Maintenance Free Battery, Mains & Battery with necessary indicators, alarms and protection with proper battery storage stand
I/P & O/P Freq	50 Hz +/- 10%, 50Hz +/- 0.1%;
Crest Factor	min. 3:1

Third Harmonic Distribution	< 3%
Overall Efficiency	Min. 90% on Full Load;
Noise Level	< 55 db;
Backup	Min 2 Hrs
Rack	Suitable metallic rack for housing of SMF batteries
Warranty	3 years warranty UPS & battery
Certification	ISO 9001/9002

<b>UPS - 10 KVA</b>	
<b>Item</b>	<b>Requirement Description</b>
Input Range	160-270V (on full load)
Output Voltage & Waveform	230 +/- 1% Pure Sine Wave
I/P & O/P Power Factor	0.8 or higher power factor
Mains & Battery	Sealed Maintenance Free Battery, Mains & Battery with necessary indicators, alarms and protection with proper battery storage stand
I/P & O/P Freq	50 Hz +/- 10%, 50Hz +/- 0.1%;
Crest Factor	min. 3:1
Overall Efficiency	Min. 90% on Full Load;
Noise Level	< 55 db;
Backup	minimum 2 Hrs Backup
Rack	Suitable metallic rack for housing of SMF batteries
Warranty	3 years warranty UPS & battery

#### V. Generic Specification of Laser Printer: Mono & Colour

<b>Item</b>	<b>Requirement Description</b>
Print speed, black	30 ppm or more
Print resolution, black	1200 x 600 x 2 dpi or more
Print technology	Laser
Monthly duty cycle	8000 pages or more
Memory, standard	32 MB or higher
Print languages, standard	Host-based printing, PCL 5e
Duplex printing (printing on both sides of paper)	Automatic (standard)
Media sizes, standard	A4 , letter
Media sizes, custom	250-sheet input tray: 5.8 x 8.27 to 8.5 x 14 in; priority feed slot: 3 x 5 to 8.5 x 14 in preferable

Network ready	Standard (built-in Ethernet)
ENERGY STAR® Qualified	Yes
Warranty Coverage	Comprehensive warranty for 3 years.

#### VI. Generic Specification of MFP:

Item	Requirement Description
Print speed, black	18 ppm or more
Print resolution, black	Up to 600 x 600 dpi
Print technology	Laser
Monthly duty cycle	8000 pages or more
Memory, standard	32 MB or more
Print languages, standard	Host-based printing, PCL 5e
Duplex printing (printing on both sides of paper)	Manual (driver support)
Media sizes, standard	A4, Letter
Media sizes, custom	250-sheet input tray: 5.8 x 8.27 to 8.5 x 14 in; priority feed slot: 3 x 5 to 8.5 x 14 in
<b>Scanner Specifications</b>	
Scanner type	Flatbed, ADF
Scan resolution, optical	1200 dpi or more
Scan size	8.5 x 11.7 in
Scan speed	6ppm or above
Supported file formats	PDF; TIF; BMP; GIF; JPG
<b>Copier Specifications</b>	
Copy resolution	600x 400 dpi or more
<b>Fax Specifications</b>	
Auto redial	Yes
Fax delayed sending	Yes
<b>Other Specifications</b>	
Network ready	Standard (built-in Ethernet)
ENERGY STAR® Qualified	Yes
Warranty Coverage	Comprehensive warranty for 3 years.

#### VII. Generic Specification of Scanner:

Item	Requirement Description
Output resolution	50 to 6400, 9600, and 12800 dpi (50 to 6400 dpi in 1 dpi increments)
Image data	16 bits per pixel per color internal 16 bits per pixel per color external (maximum)
Interface	One USB 2.0 Hi-speed port
Rated voltage	DC 24.0 V
Rated input current	1.3 A
Rated input voltage	AC 220 to 240 V
Rated input frequency	50 to 60 Hz
Effective pixels	54,400 × 74,880 pixels at 6400 dpi * Scanning area may be restricted if resolution setting is large.
Document size	Reflective: 216 × 297 mm (8.5 × 11.7 inches) A4 or US letter size Transparent: 35mm film strip: 12 frames at a time 35mm slides: up to 4 slides at a time 6 × 12 cm medium format: 1 frame at a time
Light source	White LED, IR LED

#### VIII. Generic Specification of Router:

Requirement Description
Should be chassis based & modular architecture for scalability and should be a high performance traffic forwarding up to 280 kpps
Should have support for hardware based IPSEC and SSL
Should have minimum of 512MB of RAM and 256 MB of Flash Memory
2* 10/100/1000 Gbps Ethernet based WAN Interface.
3 x 1Gbps Base Ethernet interface
Other Features
Should support high performance traffic forwarding with concurrent features like Security, Voice enabled
Interfaces –10/100 Mbps, 802.3af, ISDN BRI,
Shall have IP Services like GRE tunneling, ACLs, IPSEC VPNs, NAT services. Should support Zone based Firewall, IPS and content filtering in future
Should hardware based encryption / compression with IPSEC throughput of 30 Mbps and minimum 500 VPN tunnels.

#### IX. Generic Specification of Switch: 24 ports

Requirement Description
The switch should have minimum 24 x 10/100/1000 Ports with 2 One Gigabit Ethernet SFP ports for uplinks UTP RJ-45 ports , Flash memory 32mb or more, memory DRAM 64mb

#### X. Generic Specification of Xerox Machine

Requirement Description
-------------------------

First Copy Output Time (FCOT): Minimum of 8 seconds. Copy resolution: Reading: 600 dpi x 600 dpi, Printing: 600 dpi x 600 dpi. Multiple copy: Up to 99 copies. Reduction/Enlargement: Zoom: 25-400% in 1% increments and Fixed Zoom Ratio: 25%, 50%, 70%, 100%, 141%, 200%, 400%
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XI. Establishment of LAN Point:

Requirement Description
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Laying of Additional LAN Point (IO BOX ) if any requirement by DCT , this will cover installation of good quality IO BOX and CAT 6 cable from IO BOX to nearest Installed Switch in the office.
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## **ANNEXURE – XXI: FINANCIAL/COMMERCIAL PROPOSAL FORMAT**

Tender Reference No.: .....

Dated: .....

To

The CEO,

Jharkhand Agency for Promotion of Information Technology,

Ground Floor, Engineers hostel 1,

Near Golchakkar, Dhurwa, Ranchi-834004.

**Sub: Financial/Commercial proposal for IT Operation, Maintenance & Up-gradation of Jharkhand VAT application and GST State Operations under Department of Commercial Taxes, Government of Jharkhand.**

Sir,

We, the undersigned, offer to provide above service in accordance with your RFP. Our financial proposal for project is given as below:

<b>S N</b>	<b>Description</b>	<b>Unit</b>	<b>Quarterly Cost</b>	<b>Yearly Cost</b>	<b>Total (in INR) for 05 years</b>
<b>A. Operation &amp; Maintenance</b>					
1	Operation and Maintenance of JH VAT Software	LoT			
2	GST Support	LoT			
3	Operation and Maintenance of Field Office Network	LoT			
4	Analytics Module *	LoT			
5	Total of A				
<b>B. Unit Price with 03 year of warranty and Yearly AMC rate after 03 year warranty for proposed HW Infrastructure</b>					
<b>S N</b>	<b>Description</b>	<b>Tentative Qty.</b>	<b>Unit Rate with warranty</b>	<b>Yearly AMC Cost after warranty</b>	<b>Total (in INR) for 05 years</b>
1	Desktop (i5)	70			
2	Desktop (i7)	50			
3	All in One (i5)	30			

4	All in One (i7)	10			
5	Laptop (i5)	20			
6	Laptop (i7)	10			
7	On-Line UPS (05 KVA)	20			
8	On-Line UPS (10 KVA)	10			
9	Printer	10			
10	MFP	35			
	Xerox Machine	05			
11	Scanner	10			
12	Router	10			
13	Switch	20			
14	LAN Points	100			
15	Total of B				
C.1	<b>Total(A+B) (In Figure)</b>				
C.2	<b>Total (A+B) (In Word)</b>				

**Note:**

1. Taxes are applicable as per actuals
2. Please upload price of all items in details as required in PDF format
3. Specification as per RFP
4. Qty. of HW infrastructure are only tentative or, indicative, this may vary as per actual requirements of DCT
5. Specification of the required HW infrastructure as per Annexure – XX
6. Payment will be made on actual quantity, after submission of proper invoice(s) and concerned installation & commissioning report with properly sealed & signed by the authorized signatory of the respective office(s).
7. If any other items which specifically required for completion of the work has to be provision under additional requirement
8. L1 will be decided on price quoted without taxes
9. All the Criteria in this RFP should be indexed properly with the Page Number and criteria related documents to be indicated with reference Page Number.

In Words.....  
Only. This figure will be used for final evaluation.

Our financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e. 180 (days).

We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

The total (exclusive of all taxes & levy) of financial bid shall be taken into consideration for selection of implementing agency.

Yours faithfully,

(Authorized signatory with Seal)

Date:

Name:

Designation:



### **ANNEXURE – XXII: FORMAT for CV**

The Bidder is required to provide the profiles of key personnel who are proposed to be deployed for CT-MIS Project. The bidder should have conducted background check of the proposed personnel prior to assigning them on project

The indicative list of project personnel is:

1. Project Manager
2. Business Analysts
3. Data Analysts
4. Programmer
5. Network Administrator
6. System Administrators
7. Field Office Engineer
8. Technical Support

1.	Proposed position on the team:				
2.	Name of the employee				
3.	Designation				
4.	Date of Birth				
5.	Nationality				
6.	Education	Qualification	Name of School/College/University	Degree Obtained	Date Attended
7.	Certifications				
8.	Language	Language	Read	Write	Speak
9.	Employment	Employer	Position	From	To

	Record	<table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p><i>(Starting with present position list in reverse order)</i></p>												
10	Relevant Experience	<i>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments – Up to half of a page).</i>												
11	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this bio- data correctly describes myself, my qualifications, and my experience.</p> <p>Date:</p> <p>Place:</p> <p style="text-align: right;">Signature of the Authorized Signatory</p>												