GOVERNMENTOFINDIA
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE
OFFICEOFTHE PRINCIPAL ADDITIONAL DIRECTOR GENERAL
RISK MANAGEMENT CENTRE FOR CUSTOMS
CENTRAL BOARD OF INDIRECT TAXES & CUSTOMS
13, SIR VITHALDAS THACKERSEY MARG, OPP. PATKAR HALL, NEW MARINE LINES,
mumbai–400020

Tel Nos. 22195101, 22061006, 22061136  FAX No. 22061014

REQUEST FOR PROPOSAL for
Post production maintenance and Production support of the Indian Customs Risk Management System (RMS) Application software and for providing services for Refined Risk Analysis &
UWA/UeRA

E-Tender No :04/2020 RMCC Dated:30.11.2020

Tender published at websites
http://eprocure.gov.in/eprocure.app
&
www.CBIC.gov.in

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Risk Management Centre for Customs, Central Board of Indirect Taxes and Customs, Government of India (hereafter referred to as RMCC or the purchaser or buyer) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP.

This RFP is not a Contract and is neither an offer nor an invitation by the Purchaser to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuance to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Purchaser in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Purchaser, its employees and advisers make no representation or warrants and shall have no liability to any person including any bidder under any law, statute, 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Purchaser 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 RFP. The issue of this RFP does not imply that the Purchaser is bound to select a bidder or to appoint the selected bidder, as the case may be, for this project and the Purchaser 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 the
Purchaser or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Purchaser 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 for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
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1. Introduction

1.1 Background:

1.1.1 Central Board of Indirect Taxes and Customs (CBIC) is a part of the Department of Revenue under the Ministry of Finance, Government of India. It deals with the tasks of formulation of policy concerning levy and collection of Customs duties, GST, and Central Excise duties, prevention of smuggling and administration of matters relating to Customs, GST, Central Excise, Service Tax and Narcotics to the extent under CBIC's purview. The CBIC is the administrative authority for its subordinate organizations, including the Directorate General of Analytics and Risk Management (DGARM) and the Directorate General of Systems and Data Management. The Directorate General of Analytics and Risk Management is responsible for utilizing internal and external data sources for detailed data mining and analysis to generate outputs for focused and targeted action by field formations and investigation wings of CBEC. The DGARM works in close coordination with DG (Systems) to organize, evaluate and interpret data for the purposes of effective, efficient and targeted policy formulation and revenue administration. The Directorate General of Systems and Data Management (DGS&DM) is responsible for the management of all centrally deployed Customs and CGST computer facilities, hardware, software and data communications.

1.1.2 The Risk Management System (RMS) is a software application which has been designed to address the risks in Customs clearance process for import and export goods. The Universal Web Application (UWA) and android mobile App i.e. Universal e-Seal reader (UeRA) has been designed and developed for RMS modules. It is a responsive technology compliant web application which is based on three tier architectural design. (See Section 4 for UWA).

1.1.3 The RMS is operationally managed by the Risk Management Centre for Customs (RMCC) functioning under the administrative control of the Director General, DGARM, New Delhi.

The RMCC has its headquarters in Mumbai. The RMS application is at the Data Centre of CBIC at New Delhi managed by the Directorate General of Systems & Data Management, New Delhi.

1.1.4 The technical specifications of the RMS application are detailed in Section 4 of this RFP document. The centralized version of RMS is in operation since June 2010. Now CBIC intends to select a vendor for Post Production Maintenance and production support of the existing RMS Application software and for providing services for refined risk analysis. The contract will be initially for 3 years with scope for extending it by another 1 year. However, the Purchaser may extend the period based on the satisfactory performance by the Vendor. For this purpose, the Principal Additional Director General, RMCC, Mumbai invites bids from eligible bidders.

1.2. Structure of the RFP

This RFP has been structured as follows:
  a) Section 1 contains Introduction.
  b) Section 2 contains Data Sheet.
  c) Section 3 provides General Terms and Conditions.
Section 4 provides overview of RMS & UWA projects and Scope of Work for the Bidder.
Section 5 provides Instruction to Bidders.
Section 6 provides Details of Selection process.
Section 7 provides Provisions for Award of Contract.

The following Annexures are enclosed at the end of this document:

**Annexure A:** Technical Bid – standard forms containing:
- A1. Technical proposal cover letter
- A2. Format for Company’s references
- A3. Proposed Approach
- A4. Format of curriculum vitae for proposed professional staff
- A5. Deviations from General Terms and Conditions
- A6. Undertaking
- A7. Integrity Pact

**Annexure B:** Financial Bid – standard forms containing:
- B1. Financial proposal cover letter
- B2. Format for submission of Financial proposal

**Annexure C:** Performance Bank Guarantee Format

**Annexure D:** Non-Disclosure Agreement Format

**Annexure E:** Prequalification Checklist (should be submitted attaching all documentation as required by the RFP to establish prequalification of the Bidder, in a separate sealed envelope)

**Annexure F:** Draft Contract Form

**Annexure G:** SLA Schedule

**Annexure H:** Template for Bid Security Declaration

**Annexure I:** Instructions for Online Bid Submission

**Annexure J:** Template for pre-bid queries.

RFP documents may be downloaded from Central Public Procurement Portal at http://eprocure.gov.in/eprocure/app. Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website at http://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at Annexure-I regarding ‘Instructions for online Bid Submission’.

- Aspiring Bidders can access RFP document on the website, fill them with all relevant information and submit the completed RFP document into electronic RFP on the website at http://eprocure.gov.in/eprocure/app.
RFP document - Risk Management System for Indian Customs

- Bids and supporting documents shall be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.

- As stipulated by OM issued vide F.No. F.9/4/2020-PPD dated 12.11.2020 only Bid Security Declaration for Rs. 20,00,000/- (Rupees Twenty Lakhs only) duly signed as required in the RFP are to be submitted in a sealed cover along with the covering letter duly signed by an authorized signatory to: Additional Director (Admin.), Risk Management Centre for Customs, 13, Sir Vithaldas Thackersey Marg, Opp. Patkar Hall, New Marine Lines, Mumbai – 400 020 on or before Date 28th December, 2020 by 1700 hours.
### 2. Data Sheet

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<tr>
<th>Name of the Purchaser</th>
<th>President of India acting through the Principal Additional Director General, Risk Management Centre for Customs, CBIC, Ministry of Finance, Government of India</th>
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<tr>
<td>Tender Inviting Authority</td>
<td>Principal Additional Director General, Risk Management Centre for Customs, 13, Sir Vithaldas Thackersey Marg, Opp. Patkar Hall, New Marine Lines, Mumbai – 400 020.</td>
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<tr>
<td>Tender Name</td>
<td>Request for Proposal for ‘Post production maintenance and production support of the Indian Customs Risk Management System (RMS) Application software and for providing services for refined risk analysis’ and UWA/UeRA software.</td>
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<td>RFP No. and Date</td>
<td>04/2020 RMCC dated 30.11.2020</td>
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<td>Method of Selection</td>
<td>Quality and Cost Based Selection as per evaluation process mentioned in Clause 6.4.5 to Clause 6.4.10</td>
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<td>Availability of RFP Documents</td>
<td>Can be downloaded free of cost from <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> OR <a href="http://www.CBIC.gov.in">www.CBIC.gov.in</a></td>
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<tr>
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<td>30-11-2020 and 1700 hrs</td>
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<td>Last date and time for Bid/Proposal submission (on or before)</td>
<td>31-12-2020 and 1200 hrs</td>
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<td>Bid Security Declaration</td>
<td>As stipulated by OM issued vide F.No. F.9/4/2020-PPD dated 12.11.2020 only Bid Security Declaration for Rs. 20,00,000/- (Rupees Twenty Lakhs only) is to be submitted</td>
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<td>Last date for Submission of Pre-Bid Queries</td>
<td>All the queries should be received on or before 14.12.2020 1730hrs, through e-procurement portal only with subject line as follows: &quot;RFP for Post production maintenance and production support of the Indian Customs Risk Management System (RMS Application software and for providing services for Refined Risk Analysis) and UWA/UeRA software. Pre-Bid Queries _&lt;bidder'sName&gt;&quot;. The queries should be submitted as per the format prescribed in Annexure J.</td>
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<td>Posting of responses to queries by CBIC</td>
<td>18.12.2020 at 18.00 hrs. Replies to the queries of all prospective bidders will be posted on Central Public Procurement Portal at : <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a></td>
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<tr>
<td>Officer to whom a notice for withdrawal of Bid may be submitted</td>
<td>The Additional Director (Admin.), Risk Management Centre for Customs, Mumbai.</td>
</tr>
<tr>
<td>Conformation to Pre-Qualification Criteria Opening:</td>
<td>04-01-2021 at 15:30 hrs.</td>
</tr>
<tr>
<td>Technical Bid Opening - Date &amp; Time</td>
<td>11-01-2021 at 1130 hrs.</td>
</tr>
<tr>
<td>Presentation on Bidder’s proposed road-map for the Service Delivery</td>
<td>21-01-2021 at 1130 hrs. Onwards.</td>
</tr>
<tr>
<td>Financial Bid Opening - Date &amp; Time</td>
<td>29-01-2021 at 1500 hrs</td>
</tr>
<tr>
<td>Language of Bid Submission</td>
<td>Proposals should be submitted in English only.</td>
</tr>
<tr>
<td>Bid Validity</td>
<td>Proposals must remain valid up to 180 (One Hundred &amp; Eighty) days from the date of opening of the Technical Bid.</td>
</tr>
<tr>
<td>Currency</td>
<td>Currency in which the bidders may quote the price is INR only excluding any GST component.</td>
</tr>
<tr>
<td>Tentative Date for beginning of Contract</td>
<td>01st April, 2021</td>
</tr>
</tbody>
</table>
3. General Terms and Conditions

3.1. Definitions:

The definitions of various terms that have been used in this RFP are as follows:

3.1.1 “Request for Proposal (RFP)” means this entire document and any other documents provided along with this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.

3.1.2. “Bidder” means the parties who will be offering the service(s) and /or materials as required in the RFP. The word bidder when used in the pre-award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful party with whom the Purchaser signs the agreement for rendering of services for implementation of this project.

3.1.3. “Proposal / Bid” means the Technical and Financial bids submitted for this project against this RFP.

3.1.4 “Principal Additional Director General” means the Principal Additional Director General, Risk Management Centre for Customs, Central Board of Indirect Taxes and Customs (CBIC) or any other name which the Risk Management Centre for Customs will subsequently take or any other representative authorized by the Principal Additional Director General.

3.1.5 “CBIC” means Central Board of Indirect Taxes & Customs which also includes the offices of Customs, GST & Central Excise across India.

3.1.6 “Purchaser” means the President of India acting through the Principal Additional Director General.

3.1.7 “Vendor” / “Service Provider” means the successful Bidder, i.e. the entity with whom the order for the Post Production Maintenance, production support, third party data ingestion, data analytics including AI and ML, and refined risk analysis& UWA/UeRA is placed pursuant to the RFP and shall be deemed to include the Vendor’s / service provider’s successors, representatives, heirs, executors, administrators and permitted assigns as the case may be unless excluded by the terms of the contract.

3.1.8 “CBIC Locations” means the sub-ordinate offices of CBIC across India, each individually referred to as CBIC Location and collectively as CBIC Locations.

3.1.9 “Contract” means the Agreement entered into by the Service Provider with the Purchaser as recorded in the Contract form signed by the Purchaser and the Service Provider including all attachments and Annexes thereto, the RFP and all Annexes thereto and the agreed terms as setout in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.

3.1.10 “Confidential Information” means any information contained in the RMS application and any document, design, details, data, FRS, SRS, HLD, LLD etc. pertaining to RMS, UWA/UeRA
or any other applications of CBIC, data/information provided by other government Ministries/Departments, and any information disclosed to or by any Party to the Contract arising out of this RFP and includes any information in relation to the Parties, a third party or any information with regard to any tax assessee, or any other person who is covered within the ambit of any tax legislations including any such information that may come to the knowledge of the Parties hereto / Service Provider’s Team by virtue of provision of services here under.

3.1.11 “Contract Value” means the price payable to the Service Provider under the Contract arising out of this RFP for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.

3.1.12 “Projects of similar nature” means any project relating to development and / or maintenance of software application for online decision support system or real time decision support system.

3.1.13 “Goods” means all the software, insurances etc. and/or other materials, which the Vendor is required to supply to the Purchaser under the Contract.

3.1.14 “Service” means services specified in the scope of work as envisaged in Section 4 of this document and others ancillary to the delivery of services such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, supply of manuals, training and other such obligations of the Vendor covered under the Contract.

3.1.15 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence action of a public official in the selection process or in contract execution.

3.1.16 “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the client, and includes collusive practices among Bidders, coercive practices (prior to or after submission of the Bids) designed to establish practices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

3.1.17 “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.

3.1.18 “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest.

3.1.19 “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.1.20 “Applicable Law” means the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws which have the force of law, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including
judgments, decrees, injunctions, writs or orders of any court, as may be in force and effect during the subsistence of the Contract arising out of this RFP.

3.1.21 “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, servicemarks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of the Contract arising out of this RFP and the right to ownership and registration of these rights.

3.1.22 “Key Personnel” includes the Project Manager, Team Leads, Data Analysts, Data Visualisers, and Statisticians.

3.2 General Information

3.2.1 During the evaluation process, Purchaser reserves the right, to request additional information or clarification from Bidders. Such request and response to the same shall be purely of a clarifying nature, with no impact on the substantive content, quality or cost of the services offered.

3.2.2 The terms and conditions in this RFP shall prevail unless otherwise modified by Purchaser as an Addendum to the RFP.

3.2.3 Purchaser reserves the right to reject any bid which does not comply with such terms and conditions.

3.2.4 Submission of a bid indicates acceptance by the Bidder of the conditions contained in this RFP.

3.3 Ownership of Documents

3.3.1 All bids and supporting materials (including all data, material, and documentation originated and prepared for the Purchaser pursuant to this RFP, and including correspondence relating to this RFP) shall, upon delivery to Purchaser, become the property of Purchaser.

3.4 Non-completion

3.4.1. If the Vendor repudiates/abandons the contract at any stage prior to completion of the contracted period for the reasons solely and entirely attributable to the Vendor, and subject to the provisions of clause 3.23, the Purchaser may, without prejudice to any other right or remedy available to the Purchaser under the Contract:
   a. Recover from Vendor, as liquidated damages and not by way of penalty, a sum not exceeding 20% of the total Contract Value.
   AND/OR
   b. Terminate the contract. The Purchaser shall give 30 days’ notice to the Vendor of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days’ notice period, the Vendor initiates remedial action acceptable to the Purchaser.
   AND/OR
c. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Vendor in its hands (which includes the Purchaser’s right to claim such amount against Vendor’s Performance Bank Guarantee) or which may become due to the Vendor.

AND/OR
d. The Purchaser reserves full right to encash the Performance Guarantee for repudiation at any point of time without offering any explanation for the same to the selected Bidder.

3.4.2 Failure of the vendor to complete its contractual responsibilities, as set out in the Service Level Agreements/ Contract may result in Purchaser claiming liquidated damage on the Vendor subject to a maximum of the contract value.

3.5 Staff Deployment

3.5.1 After notification of the award, the Vendor will be required to deploy the personnel for providing the specified services. The Purchaser reserves the right to hold interview of key personnel before approving the deployment. If any resource is found unsuitable for the project the Vendor has to substitute him/her with the right resource.

3.5.2 By signing the contract, the successful Bidder will be deemed to have represented that, its staff possess requisite knowledge and skill set and experience required to perform the services as per the scope of work under this RFP, and warrants that it will use its best skill and attention, to provide work described in this RFP in a professional and timely manner. It is clarified that the personnel deployed will be on the direct rolls of the Vendor and will not belong to support franchisees except for the statisticians.

3.5.3 The successful Bidder shall not make any changes in the key project team or any staff whose CV is submitted with the technical proposal or subsequently, without prior written approval from Purchaser. Wherever a change is approved by Purchaser, the successful Bidder shall deploy a replacement staff whose competence is at par with the staff being replaced. If the replacement staff is not found to be at par with the replaced staff then Purchaser will have the right to remove such staff from the project work.

3.5.4 Purchaser may, in writing, require the successful Bidder to remove from the project work, any employee deployed on its project, whom the Purchaser deems incompetent, careless or otherwise objectionable including any conflict of interest has come to light.

3.5.5 The resources deployed by the Vendor shall be exclusively for the service delivery under the contract arising out of this RFP and shall not attend to any other projects of the Vendor or any other person. If it is proved at a later date that a member of the Project has been attending top projects other than under the contract arising out of this RFP then action as deemed fit will be taken against the Vendor and the said resource will be black-listed.

3.5.6 As the application is mission critical for CBIC, if required, the team members of the Project would be required to attend emergency issues even after office hours.
3.5.7 The Vendor shall submit complete and correct resumes and other information sought by the Purchaser for the proposed resources and shall assist the Purchaser in evaluation of such resources for the deployment on the Project.

3.6 Replacement of Personnel

3.6.1 All resources of the Vendor shall be deployed on the Project only after prior approval of the Purchaser has been accorded for such deployment. The Vendor shall submit complete and correct resumes and other information sought by the Purchaser for the proposed resources and shall assist the Purchaser in evaluation of such resources for the deployment on the Project. The resources proposed as substitute(s) shall have qualifications, experience and skill set that meet the expectation of the Purchaser. The Purchaser reserves the right to interview the proposed substitute(s) and may reject the substitute(s) proposed by the Vendor, if they do not satisfy the requirements of Purchaser.

3.6.2 Except as otherwise expressly provided in clauses 3.6.3 and 3.6.4, the Vendor shall not make any changes in the resources deployed by the Vendor on the Project without prior written approval from the Purchaser.

3.6.3 The Vendor may replace any resource deployed on the Project without the prior approval of the Purchaser in case of death or medical incapacity of the resource. In such an event, the Vendor shall immediately inform the Purchaser of such event and shall provide a suitable replacement for such resource within 15 days of the last working day of such resource on the Project. The Purchaser shall have the right to seek proof from the Vendor on applicability of this clause.

3.6.4 The Vendor may replace any resource deployed on the Project without the prior approval of the Purchaser in case any of the resources resigns from the employment of the Vendor provided the Vendor has given at least 30 days prior written notice to the Purchaser. The Purchaser shall have the right to seek proof from the Vendor on applicability of this clause.

3.6.5 The Purchaser may, in writing, require the Vendor to remove from the Project any resource including the Team Leads and Project Manager deployed by the Vendor on the Project, which the Purchaser finds to be incompetent, careless, unsuitable or whose continuance may undermine the smooth running of the Project or may be a threat to the interest of the Purchaser. Under specific circumstances, the Purchaser may also require that any of the Vendor’s personnel above the rank of the Project Manager might need to be substituted if the Purchaser finds it difficult to deal with such personnel.

3.6.6 Subject to provisions of Clause 3.6.1, for any change in resources pursuant to clause 3.6.2, 3.6.4 and 3.6.5, the Vendor shall provide a replacement/substitute resource acceptable to Purchaser for the outgoing resource at least 15 days in advance from the last working day of such outgoing resource on the Project. The incoming resource must have the competencies, skill sets and qualifications at par with or better than the outgoing resource. The Vendor shall ensure that complete knowledge transfer takes place from the outgoing resource to the substitute resource. The Purchaser shall not be liable to pay any fees, cost or expenses etc. for the substitute resource during the said overlapping period when both resources (outgoing and substitute resources) are deployed on the Project.
3.7 Dispute Resolution

3.7.1 The Purchaser and the Vendor shall make every effort to resolve any disagreement or dispute between them under or in connection with the Contract arising out of this RFP, amicably by direct discussions and informal negotiation in the first instance. If the dispute or disagreement is not resolved amicably with mutual discussions and negotiations within 30 days of commencement of such negotiations, either party may refer the dispute to arbitration by giving the other party 30 days prior notice to that effect.

3.7.2 Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the International Centre for Alternate Dispute Resolution (ICADR) Arbitration Rules, 1996.

3.7.3 Each Party shall appoint one arbitrator, who will together appoint a third arbitrator who will act as the chairman. If any of the Arbitrators so appointed dies, resigns, is incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbiter to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

3.7.4 The proceedings of Arbitration shall be in English language.

3.7.5 The Arbitration proceedings shall be held in Mumbai or Delhi, India as decided by the Purchaser.

3.7.6 The party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

3.7.7 Neither party shall be entitled for any interest on the amount of the award.

3.7.8 The decision of the arbitrator shall be final and binding upon both Parties. All arbitration awards shall be in writing and shall state the reasons for the award.

3.7.9 The expenses of the arbitrator as determined by the arbitrator shall be shared by the Purchaser and the Vendor. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself.

3.7.10 Continuance of the Contract: Notwithstanding the pendency of any arbitration proceedings, the Parties here to shall continue to be governed by and perform the work in accordance with the provisions of the Contract arising out of this RFP.

3.8 Conflict of interest

3.8.1 The Bidder / Vendor shall disclose as soon as possible to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or for the Vendor’s Team) in the course of performing the Services.

3.8.2 The potential conflicts of interest inter-alia include all such situations, dealings, relations and interactions of the Bidder/Vendor and its resources which may or have the potential to prejudice or adversely impact the stated mandate of CBIC.
3.8.3 For the purpose of the Contract arising out of this RFP, situations of Conflict of Interest with CBIC may include the following:

- The resources deployed in the Project being themselves actively engaged as Customs Broker (Custom House Agent), Importers, Exporters, Shipping Agents, etc.
- The resources who will be deployed in the Project having any members of their family, kin, close associates, friends etc. as Importer / Exporter / Customs Broker (Custom House Agent), Shipping Agent, etc.
- The resources who will be deployed in the Project having any contact or acquaintance with any Owner/ Director/Personnel/ employee of any Importer/ Exporter/ Customs Broker (Custom House Agent), Shipping Agent etc. or any company/ firm/ proprietorship concern which is a potential Importer/ Exporter/ Customs Broker (Custom House Agent), Shipping Agent etc. whether directly or indirectly connected with the Import/ Export/ Customs clearance and any other related works which would constitute conflict of interest with CBIC.

3.8.4 The successful Bidder would be required to conduct the verification of the antecedents of the resources to satisfy the above instructions and submit a compliance report to this effect on a six monthly basis.

3.9. Copyright / Intellectual Property Rights

3.9.1 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract arising out of this RFP, including but not limited to all processes, products, specifications, reports, drawings, source code and other documents which have been newly created and developed by the Vendor team solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under the Contract arising out of this RFP. The Vendor team shall undertake to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser 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 Purchaser.

3.9.2 Purchaser will also have rights to use and copy all processes, specifications, reports and other document drawings, manuals, and other documents provided by Vendor’s Team as part of the Scope of Work under this RFP for the purpose of the Contract arising out of this RFP on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.

3.9.3 Further, the Vendor’s Team shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are inter-alia necessary for use of the IT system installed by the Vendor’s Team, shall be acquired in the name of the Purchaser, prior to termination of the Contract arising out of this RFP and which shall be assigned by the Purchaser to the Vendor’s Team for the purpose of execution of any of its obligations under the terms of the Contract arising out of this RFP. However, subsequent to the termination of the said Contract, such approvals etc. shall endure to the exclusive benefit of the Purchaser.

3.9.4 The “Vendor” would warrant that any Software provided and/or developed by them does not infringe any patent, trademark or copyright of any third party. The Vendor shall indemnify
the Purchaser against all third party claims of infringement of patents, trademark, copyright or industrial design rights arising from the use of the goods or any part thereof and services.

3.9.5 In the event that the Deliverables become the subject of a claim of violation or infringement of a third party’s intellectual property rights (IPR), Vendor shall, at its expense:
- Procure for Purchaser the right to continue to use such Deliverables
- Replace or modify such Deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified Deliverables as the infringing Deliverables; or
- If the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables from the Purchaser and reimburse the Purchaser for any amounts paid to Vendor for such Deliverables, less 15% for each year the Deliverables have been in service; and
- The reasonable cost of litigations, including legal counsel’s fees, full losses and damages for infringement of third party’s IPR shall also be fully indemnified by the Vendor to the Purchaser.

3.9.6 The Purchaser shall defend, indemnify, and save harmless Vendor and its officers and directors, employees, agents, and representatives from and against any Losses, directly arising out of or in connection with the Inputs or other materials supplied to the Vendor by the Purchaser which are actual violation or infringement of any intellectual property right of any third party.

3.9.7 The protection under this Clause will be given only under following circumstances:

a) That the indemnified party provides the indemnifying party a written notice of such claims; grants to, at the request of the indemnifying party sole authority to defend, manage, negotiate or settle such claims;

b) Indemnified party makes available all reasonable assistance in defending the claims (at the expense of the indemnifying Party).

3.9.8 The protection will not be available in case the infringement occurs due to following:

a) The combination, operation or use of a deliverable in combination with equipment or software not supplied by Vendor hereunder where the deliverable would not itself be infringing,

b) Non-compliance with designs, specifications or instructions provided by the Purchaser,

c) Use of a deliverable in an application or environment for which it was not designed or not contemplated under the Contract arising out of this RFP.

3.9.9 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party’s misuse or modification of the Service; (b) Indemnified Party’s failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party’s use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party’s distribution, marketing or use for the benefit of third parties of the Service; or (e) information,
direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non infringing. The foregoing remedies constitute Indemnified Party’s sole and exclusive remedies and Indemnifying Party’s entire liability with respect to infringement.

3.9.10 Notwithstanding anything contained anywhere in this document, the Source Codes, documents and data arising out of and in relation to or governed by all the contracts pertaining to the Risk Management System, shall be the exclusive property of the Purchaser.

3.10. Representations and Warranties

The Bidder represents and warrants:

3.10.1 That qualified and properly trained personnel will perform the tasks specified in this document, as also the tasks envisaged within the scope of the Contract arising out of this RFP as per good industry practices and services.

3.10.2 That the Bidder is not involved in any litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance of its obligations or delivery of Services under the Contract arising out of this RFP.

3.10.3 That the representations and warranties made by the Bidder in its Bid and Contract are and shall continue to remain true and correct throughout the term of the Contract and Vendor shall fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the RFP and unless the Purchaser specifies to the contrary, the Vendor shall be bound by all the terms of the Bid/RFP/Contract.

3.10.4 That the Vendor 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 RFP and the Contract.

3.10.5 That the Vendor is duly organized and existing validly under the laws of India, and has fullpower and authority including the corporate power and authority to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance of the Contract by it.

3.10.6 That the Vendor has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of work envisaged under this RFP and to validly exercise its rights and perform its obligations under the Contract arising out of this RFP;

3.10.7 That from the effective date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of Contract arising out of this RFP;

3.10.8 That neither the execution nor delivery by the Vendor of the Contract nor the Vendor’s compliance with or performance of the terms and provisions of the Contract:

(i) shall contravene any provision of any Applicable Law or any order, writ, injunction or
RFP document - Risk Management System for Indian Customs

decree of any court or Governmental Authority binding on the Vendor; or

(ii) shall conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor 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) shall violate any provision of the Memorandum and Articles of Association of the Vendor.

3.10.9 That the Vendor has not withheld any material information/ document from the Purchaser, the nondisclosure of which would have a material and adverse effect on the evaluation and/ or the acceptance of the terms of the Contract.

3.11. Non-Disclosure Clause

3.11.1 The Vendor (and their employees) shall maintain confidentiality of all Confidential Information received in the course of execution of this project.

3.11.2 The Vendor (and their employees) shall not, unless the Purchaser has given prior permission in writing, disclose any part or whole of the proposal/ Contract arising out of this RFP, or any specification, plan, design, details, data, FRS, SRS, HLD, LLD, drawing, pattern, sample or information pertaining to RMS, UWA/UeRA or any other applications of CBIC furnished by the Purchaser, in connection there with to any person other than a person employed by the Vendor in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance (Refer to Annexure D1 and D2).

3.11.3 The Vendor shall not without prior written consent from the Purchaser, make any use of any document or information given by the Purchaser, except for purposes of performing the contract awarded.

3.11.4 Any non-compliance with this obligation on the part of the Vendor shall invite liquidated damages/ penalties, as under law.

3.11.5 The Vendor would be required to execute a corporate Non-Disclosure Agreement (NDA) in the format given in Annexure D1. In addition, Personnel deployed for providing services would be required to sign individual Non-Disclosure Agreements with Purchaser in the format given in Annexure D2.

3.12 Reference Site Visits

3.12.1 Purchaser, at its discretion, may choose to visit the sites from the reference list of projects executed, quoted by the Bidder in response to this RFP. If required the Purchaser would hold a meeting with the senior management of the selected client organization so that Purchaser can get an independent feedback about the performance of the Bidder.

3.13 Period of Contract

3.13.1 The period of contract between the Purchaser and the selected Bidder will be three years, extendible at Purchaser’s option as per the terms and conditions laid down in the
contract pursuant to this RFP. If the contract is extended by the Purchaser with the same selected Bidder, then the price will extendable at the Purchaser’s option, subject to increase by 10% on the amount computed per year of the Contract amount.

3.14 Warranty

3.14.1 A comprehensive warranty applicable on all products and services supplied under the contract arising out of this RFP shall be provided by the Vendor for 5 (Five) years from the date of signing of contract.

3.14.2 Technical Support for software product and services in terms of the Scope of Work detailed in Section 4 of this document shall be provided by the Vendor for the entire duration of the Contract. Technical Support shall include all upgrades, updates and patches to the respective software for the above stated period as well as unconditional fixing of bugs, correction of errors, system tuning, performance monitoring etc.

3.14.3 The Vendor warrants that the software supplied under the Contract shall be supported by the respective product supplier along with service support to ensure its efficient and effective operation for the entire duration of the contract.

3.14.4 The Purchaser shall notify the Vendor in writing of any claims arising under this warranty.

3.14.5 Warranty in respect of the solution, for errors, bugs, other defects etc. shall apply for the period stated regardless of any dispute.

3.14.6 If any of the warranties are found breached during the warranty period, the Vendor shall promptly but in no event later than 7 days, in consultation and agreement with the Purchaser, and at the Vendor’s sole cost repair, rectify, replace, or otherwise make good such default, defect or deficiency as well as any damage to the Project caused by such default, defect or deficiency. Any component / service that has been repaired, rectified or replaced by the Vendor shall be delivered at the Purchaser’s designated place without any additional costs to the Purchaser. The Vendor shall use best efforts to ensure that such repair, rectification, replacement etc. shall be accomplished without any loss of production time or adverse impact on application. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to the Purchaser in case of breach of any warranty and are also not the sole and exclusive obligations of the Vendor in case of breach of any warranty.

3.14.7 The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

3.15 Standards

3.15.1 The goods and services supplied under the Contract arising out of this RFP shall conform to the applicable latest standards issued by any international institution/concerned institution
3.16 Acceptance procedure

3.16.1 The Vendor shall be responsible for the maintenance of the RMS application software & UWA/UeRA application at the destination site, development and implementation of the enhancement/change of the existing/new modules of the Risk Management System software and carrying out data analytics with requisite analytics tools.

3.16.2 The Vendor shall undertake appropriate tests at the Development Stage which may include functional testing, performance testing, stress testing, regression testing, source code review, document review and any other type of testing which the Vendor considers appropriate to validate whether the solution developed is meeting the Purchaser’s requirements.

3.16.3 The enhancement/changes in the modules of RMS will be accepted only after the UAT. Vendor would be expected to draw up an Acceptance plan in consultation with Purchaser, which would be signed off by Purchaser.

3.16.4 The Acceptance Test shall be deemed to be complete only on the issuance of the ‘Acceptance Certificate’ by Purchaser to the Vendor.

3.17 Calculation of Uptime

3.17.1 The Uptime will be calculated on a daily basis as follows. The Vendor shall provide a daily Uptime report to this effect.

- Uptime = (1-[application down time/total time]) * 100
- Total time shall be measured on 24x7 basis.
- The application down time excludes the planned down time and the time lost due to equipment failure, power or environmental failures.

3.18 Payment

3.18.1 Vendor shall raise correct and valid invoices after the end of each month. Payment shall be due on receipt of invoices and payment shall be made by the Purchaser for valid and undisputed Invoices on a monthly basis provided that the services delivered are satisfactory in terms of the scope of work and the SLA.

3.18.2 The payment will be made based on the actual attendance of the resources and the monthly performance reports which would measure the quantity of work done, the quality of performance and adherence to the timelines on the services delivered as per the timelines for a particular work given by the Purchaser.

3.18.3 The Vendor would be required to furnish the duly filled in template of the monthly performance report along with the Invoice.

3.18.4 Suitable deductions will be made on account of (a) short-fall in the quantity/quality of work, lack of adherence to the timelines and (b) the resources being on leave.

3.18.5 Tax Deducted at Source (TDS) will be deducted from payments, where applicable.
3.18.6 Payment would be made after deducting Liquidated Damages, if any.

3.18.7 Purchaser will make all efforts to make payment within sixty days from the date of submission of Invoices subject to furnishing of all information and other details required by the Purchaser.

3.19 Currency of Payment

3.19.1 Payment shall be made in Indian Rupees only.

3.20 Change Orders

3.20.1 The Purchaser may at any time, by a written order given to the Vendor in accordance with Clause 3.27, make changes within the scope of the contract in any one or more of the following:

- Designs or specifications to be supplied under the contract that is to be specifically developed for the Purchaser.
- The place of delivery; or
- The service to be provided by the Vendor

3.20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor’s performance of any part of the work under the contract, an equitable adjustment/change shall be made in the contract price or delivery schedule, or both. Any claims by the Vendor for adjustment under this clause must be asserted within thirty days from the date of the Vendor’s receipt of the Purchaser’s change order. If any such change involves incurring of additional expenses by the Vendor then the same shall be defrayed in terms of the amount and the timeline approved by the Purchaser.

3.21 Contract Amendments

3.21.1 No variations in or modifications of the terms of the contract arising out of this RFP shall be made except by written amendment signed by the parties. It is clarified that the implementation of change order would not require amendment of the contract.

3.22 Assignment

3.22.1 The Vendor shall not assign or novate to any other person or company, in whole or part, its rights and obligations to perform under the contract.

3.23 Force Majeure

3.23.1 Notwithstanding the provisions of Clauses 3.4 and 3.18, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or any failure to perform its obligations under the contract is the result of an event of Force Majeure.

3.23.2 For purposes of this clause, the term Force Majeure means any event beyond the control of the Vendor and not involving the Vendor’s fault and negligence and not
foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.23.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. However, the Purchaser shall not be relieved of their payment obligations due to a Force Majeure event in relation to the services already performed by the Vendor.

3.24 Termination

3.24.1 The Purchaser may terminate the Contract arising out of this RFP in whole or in part under the following circumstances:

3.24.1.1 Termination for Default:

i) The Purchaser may terminate the Contract without compensation to the Vendor by giving a written notice of 30 days to the Vendor when the Purchaser is of the opinion that there has been such Event of Default on the part of the Vendor / Vendor’s team which would make it proper and necessary to terminate the Contract and may include failure on the part of the Vendor to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or the Contract. For the purposes of this clause, the failure on the part of the Vendor to perform any of its obligations or to comply with any of the terms of the Contract shall constitute an Event of Default on the part of the Vendor. The events of default as mentioned above may include but not restricted to inter-alia the following:
   (a) the Vendor/ Vendor’s team has failed to demonstrate or sustain any representation or warranty made by it in the Contract, with respect to any of the terms of its Bid, the RFP and the Contract; and/or
   (b) the Vendor/ Vendor’s team has failed to comply with or is in breach or contravention of any Applicable Laws; and/or
   (c) the Vendor / Vendor’s team has failed to comply with or adhere to any of the terms & conditions of confidentiality under the Contract or the NDA;
   (d) the Vendor changes the Vendor’s resources in breach of the Contract;

ii) Prior to termination for event of default under this clause, the Purchaser may, where there has been an occurrence of such defaults inter alia as stated above, issue a notice of default to the Vendor, setting out specific defaults/ deviances/ omissions/ non-compliances/ non-performances and providing a notice of 30 days to enable Vendor to remedy the default committed.

3.24.1.2 Termination for Conflict of Interest:

Where it comes to the Purchaser’s notice that the Vendor is in a position of actual conflict of interest with the interests of the Purchaser in relation to any terms of the Bid, RFP or the Contract, the Purchaser may terminate the Contract without compensation to the Vendor by giving a written notice of 30 days to the Vendor.
3.24.1.3 Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving a written notice of 30 days to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.24.1.4 Termination for Convenience:

The Purchaser may terminate the Contract, in whole or in part, at any time for its convenience, by giving 3 months prior written notice to the Vendor. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In the event of termination for convenience by the Purchaser, the Purchaser shall pay to the Vendor all fees due and payable till the effective date of such termination.

3.25 Consequences of Termination

3.25.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the expiry of the stipulated Term of the Contract or otherwise, the Purchaser 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 project 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 and provide all such assistance to the Purchaser and/or the agency succeeding the Vendor or any other person as decided by the Purchaser, as may be required including training to the successor Vendor/agency/any other person to take over the obligations of the Vendor in relation to the execution/continued execution of the scope of the Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/termination hereof.

3.25.2 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Vendor or due to the fact that the survival of the Vendor as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Vendor for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Vendor up to the date of termination. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Vendor as may be required to offset any losses caused to the Purchaser as a result of any act/omission of the Vendor. In case of any loss or damage due to default on the part of the Vendor in performing any of its obligations with regard to executing the scope of work under the Contract arising out of this RFP [as laid down in the Service Specifications] the Vendor shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, all members of its team shall perform all their obligations and responsibilities under the Contract in an identical manner as were being performed before the collapse of the Vendor as described above in order to execute an effective transition and to maintain business continuity.
3.25.3 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees that shall be furnished, and pursue such other rights and/or remedies that may be available to the Purchaser under law.

3.25.4 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.

3.25.5 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise, the Vendor shall be obliged to transfer the licenses relating to operation of the existing system provided under the Contract arising out of this RFP to the Purchaser and shall transfer to the Purchaser all other rights in proprietary Goods that may be necessary for business continuity.

3.25.6 In the event of the Purchaser terminating the Contract in whole or in part, for any reason whatsoever, the Purchaser may procure, upon such terms and conditions as it deems appropriate, goods/services similar to those undelivered by the Vendor under the Contract arising out of this RFP, and the Vendor shall be liable to pay to the Purchaser excess costs, if any, for such goods/services. However, the Vendor shall continue performance under the Contract to the extent the Contract is not terminated vis-a-vis the Vendor.

3.25.7 Notwithstanding anything contained above, the Vendor shall be liable for any action for any default, breach, negligence, willful misconduct, for violation of Non-Disclosure Agreement, violation of Information Security Policy of the CBIC, conflict of interest etc. under the Applicable Laws.

3.26. Applicable Law

3.26.1 The Contract shall be interpreted in accordance with the Indian Laws and shall be subject to the jurisdiction of Courts in Mumbai/ Delhi established under the Indian Laws.

3.27. Notices

3.27.1 A “notice” means:
   i. a notice; or
   ii. a consent, approval or other communication required to be in writing under the Contract arising out of this RFP.

3.27.2 All notices, requests or consents provided for or permitted to be given under the Contract shall be in writing and shall be deemed effectively given when emailed, faxed, 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 by post or on the date of delivery if personally delivered/emailed/faxed:
   To Purchaser at: <<Attn: [Phone:] [Fax:]>>
   To Vendor at: Attn: [Phone:] [Fax:]
3.27.3 Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above. Each Party shall notify the other Party of the change in address, if any, immediately but not later than 15 days. In case, the change in address is not duly intimated, the notice(s) dispatched at the registered address shall be construed to have been duly delivered.

3.27.4 A notice served on a Representative is taken to be notice to that Representative’s Party.

3.28 Engineering Changes

3.28.1 The Vendor agrees to incorporate necessary changes and advancements to the application keeping in view the advancement in technology or shortcomings of the system and any changes required for improving the overall efficiency of the system.

3.29 Prices

3.29.1 The prices quoted (exclusive of taxes) for the software and services shall be fixed throughout the period of contract and shall not be subject to any variation during the currency of the contract. The period of contract between the Purchaser and the Vendor under this contract will be for three years from the effective date, extendable at the Purchaser’s option, subject to increase by 10% on the amount computed per year of the Contract amount.

3.30 Deduction

3.30.1 Payments, as envisaged in Clause 3.18, shall be subject to deductions of any amount, for which the Vendor is liable under the Contract arising out of this RFP.

3.31 Duties and taxes

3.31.1 The Vendor shall be entirely responsible for all taxes, duties, licence fees, etc. incurred until delivery of the contracted goods and services to the Purchaser.

3.32 Insurance

3.32.1 The goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

3.33 “No Claim” Certificate

3.33.1 The Vendor shall not be entitled to make any claim whatsoever against the Purchaser under the Contract arising out of this RFP, nor shall the Purchaser entertain or consider any such claim, if made by the Vendor after the Vendor has signed a “No claim” certificate in favour of the Purchaser in such forms as required by the Purchaser after the works are finally accepted.

3.34 Continuing Support

3.34.1 Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all the accumulated software to meet the requirements of the application as specified in the RFP.

3.35 Audit rights
3.35.1 The Purchaser reserves the rights to appoint a third party of its choice to audit the RMS application, process followed in the service delivery and the performance of the Vendor.

3.35.2 The Purchaser shall have the right to (a) get the in-depth audit done for the compliance with the SLAs prior to payment, (b) conduct periodic code review etc. by internal or third party auditors.

3.36 Waiver, Amendment, Severability

3.36.1 If any provision of the Contract arising out of this RFP, or any part thereof, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable; the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Contract or the remainder of the provisions in question which shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision by a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

3.36.2 No failure to exercise or enforce and no delay in exercising or enforcing, on the part of either Party to the Contract, any right, remedy or provision of the Contract shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

3.37 Limitation of Liability

3.37.1 The liability of Bidder (whether in contract, tort, negligence, strict liability intort, by statute or otherwise) for any claim in any manner related to the Contract arising out of the RFP, including the work, deliverables or Services covered by the Contract, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims even if it has been advised of their possible existence. The liability cap and exclusions given under this Clause shall not be applicable to the indemnification obligations set out in the Contract arising out of the RFP, and breach of obligations of confidentiality and security.

3.38 Amendment in General Financial Rules (GFR-2017)- Global Tender Enquiry

Bidders shall be bound by all contractual law and other Rules and Regulations of Govt. of India. Attention is invited towards Department of Expenditure, Ministry Of Finance OM No F.12/17/2019-PPD dated 15.05.2020 regarding amendment in Rule 161(iv) of General Financial Rules (GFR-2017)- Global Tender Enquiry and clarification thereof dated 27.08.2020 issued vide F.No. 20/1/2020-PPD.
4. Scope of Work and Deliverables

4.1 Background

4.1.1 The Central Board of Indirect Taxes and Customs (CBIC) has deployed the Risk Management System (RMS) in their Central computing infrastructure at Data Centre. The RMS is a custom built J2EE application on three-tier architecture that works along with the primary business software ICES (Indian Customs EDI System). This application also has a PL/SQL component as well as a reporting component. The hosting infrastructure, which is provided by CBIC’s System Integrator (SI), comprises enterprise class servers running SOLARIS OS and the database is Oracle 11g.

4.1.2 The infrastructure, including the database are provided from the SI team and for the purposes of this RFP, the Vendor would be required to provide software maintenance support and enhancements as required, via patches. In addition, in case the Purchaser so requires, the Vendor may be required to supply Commercial-off-the-shelf (COTS) software tool or develop customized software for advanced risk analysis. The Vendor would be required to supplement and augment the SI DBA’s activities by providing on-site inputs for performance tuning, troubleshooting, augmentation (if any), DB health checks and maintenance activities such as defrag, etc. The RMS is a highly sensitive and critical system for Customs. The hardware and the software are located at the Data Centre of CBIC, New Delhi. The Central Server version of the RMS is in operation since June, 2010.

4.1.3 CBIC has adopted the tenets of ISO20000 and ISO27001 standards for its IT infrastructure. Therefore, the selected Bidder would be required to function in alignment, conformity and compliance with these standards as enunciated in CBIC’s ISMS policy & procedure and its ITILV2/ITILV3 compliant process methodology (especially for Incident Management, Change Management, Configuration Management, Release Management, IT Service Continuity Management, Service Level Management, etc.). CBIC has three distinct environment for Development, Pre-Production and Production. Every change in Production has to first be deployed and tested on Pre-Production. All changes have to be applied on DR site also in coordination with SI.

4.1.4 The Vendor would be required to provide L1 support to users via its 24*7 Helpdesk and L2 support for Problem Management. All known workarounds would have to be recorded in the KEDB and all Incidents closed only after RCA report is accepted by the Purchaser. The Vendor would also be required to support CBIC’s IT Service Continuity commitments by participating in its DR simulation drills every year as planned by CBIC and making necessary changes, as suggested by CBIC and fixing bugs, detected during the drills. There are at a minimum 2 test drills and 2 actual drills in a year (when all applications are run from CBIC’s DR site). The selected Bidder would be required to participate in planning, testing and execution during failover and failback operations.

4.1.5 A universal web application(UWA) and Universal e-Seal Reader (UeRA)
A Universal Web Application (UWA) and android mobile App i.e. Universal e-Seal reader (UeRA) has been designed and developed for RMS modules. It is a responsive technology compliant web application which is based on three tier architectural design. The data transfer between the UWA, UeRA and other stakeholders application will be through REST API’s (in real time/near real time) and job schedulers in a secured infrastructure. The data integrity checks and validations are required to be applied by vendor as and when required by approval
4.2 The Existing Systems (RMS and UWA/UeRA)

4.2.1 The Existing Risk Management System

4.2.1.1 The RMS is application software which helps CBIC in performing the following tasks for Bill of Entry (BE), Shipping Bill (SB) and Import General Manifest (IGM):
- Risk Identification
- Risk Assessment
- Risk Mitigation

4.2.1.2 The declarations are filed in Indian Customs EDI System (ICES). Data captured by ICES is taken as input for RMS. Every declaration filed in ICES runs through the RMS whereby the application determines whether the consignments shall require customs control and the nature of such control which may include documentary examination, and/or physical examination of goods by Customs according to the risks presented by the consignments. Declarations filed in ICES are polled and processed in RMS. The RMS on processing generates output for ICES. Hence, this is a 24*7 online transaction processing mission critical system for CBIC.

4.2.1.3 After clearance of the goods, the RMS processes the Bill of Entry/Shipping Bill for Post Clearance Audit (PCA) on the basis of selection made by the Risk Management System. The existing RMS consists of three modules namely Import, Export and Container Selection Module (CSM). The RMS application runs in close conjunction with the Indian Customs EDI System (ICES), which is the main backend system which processes Customs transactions. The existing ICES is briefly outlined below:-

4.2.1.4 The ICES is a workflow processing system which facilitates paperless processing of documents for import and export consignments through the computer system. The Indian Customs EDI System (ICES) consists of two broad subsystems – Imports (ICES/I) and Exports (ICES/E). The main interchange documents are the Bill of Entry (Import document) and Shipping Bill (Export document), which are filed by the trading community comprising Importers, Exporters and Customs Brokers [previously known as Custom House Agents (CHA)]. The documents can be filed through a set of terminals in each Custom House designed for data entry (Service Centres) manned by private operators, or remotely through the Indian Customs and Central Excise Gateway (ICEGATE). A brief outline of the two major subsystems as they are presently functioning is given below :-

4.2.1.5 Imports: The Bill of Entry is filed through the Service Centre or through ICEGATE and is validated for acceptance by the Customs application. If it is accepted a Bill of Entry Number with date is generated. The flow of Bill of Entry in ICES, on submission is decided as per the output given by the RMS. All Bills of Entry which are selected for action will be processed in ICES as per the treatment and instructions communicated by the RMS. The Bill of Entry is given Out of Charge (OOC) on payment of applicable duty and examination of the consignment (if required). The Bill of Entry after OOC will be posted in the control table for necessary polling by RMS for PCA processing. ICES (Import) has separate sub module for Import General Manifest IGM). IGM details are also polled and processed by RMS.
4.2.1.6 Exports: The export clearance process begins with the filing of the Shipping Bill through the Service Centre or through ICEGATE by the Exporter/CHA. If validation occurs successfully, the document is accepted by the ICES and the Shipping Bill No. & Date is communicated. The flow of Shipping Bill in ICES, on submission is decided as per the output given by the RMS. If any Shipping Bill undergoes amendment after submission, the RMS will process such Shipping Bills after each stage of amendment and provide output to ICES. All Shipping Bill which are selected for action will be processed in ICES as per the treatment and instructions communicated by the RMS. The Shipping Bill is given “Let Export Order” (LEO) on payment of applicable duty and examination of the consignment (if required). The Shipping Bill after LEO and filing of Export General Manifest (EGM) will be posted in the control table for necessary polling by RMS for selection for drawback and PCA processing.

The following paragraphs provide further details of the RMS application

4.2.1.7 The application software that has to be maintained and enhanced consists of 3 modules viz. Import, Export and Container Selection Module. Existing Modules are detailed below:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Module</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Import</td>
<td>This module is used for analysis, risk identification and risk mitigation in Imports.</td>
</tr>
<tr>
<td>2</td>
<td>Export</td>
<td>This module is used for analysis, risk identification and risk mitigation in Exports.</td>
</tr>
<tr>
<td>3</td>
<td>Container Selection Module (CSM)</td>
<td>This module is used for analysis, risk identification and risk mitigation through selection of containers for scanning based on IGM details.</td>
</tr>
</tbody>
</table>

All the three modules and various functionalities under each of the modules have to be maintained in Production and Preproduction servers. Modules in Preproduction server are used for UAT purposes. All the enhancements/changes made in the application have to be deployed and maintained in both Production as well as Preproduction server. The broad specifications of the existing RMS are provided below to enable the Bidders to determine the scope of work and the efforts involved.

The RMS application is a web-based application for processing approximately 1,00,000 (One Lakh) declarations per day. The application is in centralized architecture wherein the data centre is at New Delhi and approximately 500 users spread across the country in more than 100 Customs locations access the application. There are two simultaneous loads on the system one is the number of users accessing the application and the other is processing of the declarations being filed by the importers and exporters. The application has the following technology stack:
- JBOSS EAP Application Server (6.4)
- Eclipse 3.2
- JDK 1.8
- J2EE
- Struts 1.3: Apache Struts.
- Oracle 11g
RFP document - Risk Management System for Indian Customs

- Log4J 1.2.X: Apache Log4j.
- SOLARIS Version 11.3

The Standard Lines of Code (SLOC) and size of RMS is as follows:

<table>
<thead>
<tr>
<th>S.no</th>
<th>Application</th>
<th>SLOC</th>
<th>Size(KB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bg Processing Imports</td>
<td>153247</td>
<td>5621</td>
</tr>
<tr>
<td>2</td>
<td>Bg Processing Exports</td>
<td>78607</td>
<td>2782</td>
</tr>
<tr>
<td>3</td>
<td>Bg Processing CSM</td>
<td>112328</td>
<td>3991</td>
</tr>
<tr>
<td>4</td>
<td>RMS Application</td>
<td>830424</td>
<td>31722</td>
</tr>
</tbody>
</table>

4.2.2 A Universal Web Application (UWA) and integration with Universal e-Seal Reader (UeRA)
Following is the technology stack for UWA and UeRA

<table>
<thead>
<tr>
<th>Technology</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Java Development Kit</td>
<td>JDk1.8</td>
</tr>
<tr>
<td>Language</td>
<td>Java, J2ee, Android</td>
</tr>
<tr>
<td>Scripts</td>
<td>Java script, CSS, Json, XML, Ajax</td>
</tr>
<tr>
<td>Frameworks</td>
<td>Spring Boot 2.0, JPA, Hibernate 5.0, Bootstrap 3.3</td>
</tr>
<tr>
<td>Web Server</td>
<td>JBoss 7.2 EAP</td>
</tr>
<tr>
<td>Integrated Development Environment (IDE)</td>
<td>Eclipse STS.</td>
</tr>
<tr>
<td>SQL Developer</td>
<td>SQL Developer 4.0.2.15 or Higher</td>
</tr>
<tr>
<td>Android Studio</td>
<td>Android Studio 3.5.3 or higher</td>
</tr>
<tr>
<td>Application Server</td>
<td>JBoss 7.2 EAP</td>
</tr>
<tr>
<td>Application/Web OS Platform</td>
<td>Linux</td>
</tr>
<tr>
<td>Web Services</td>
<td>RESTful Web Services</td>
</tr>
<tr>
<td>Logger</td>
<td></td>
</tr>
<tr>
<td>Database Oracle 12C</td>
<td>Oracle 12.2.0.1</td>
</tr>
<tr>
<td>Database OS Platform</td>
<td>RED HAT 7.4, Solaris M7</td>
</tr>
<tr>
<td>Cloud</td>
<td></td>
</tr>
</tbody>
</table>

4.3 Scope of Work

General:-
4.3.1 The scope of work under this RFP comprises providing goods and rendering of services relating to production support, post-production maintenance of the Indian Customs Risk Management System Application, conducting data analytics including through AI and ML, providing services for Refined Risk Analysis, and carrying out development and maintenance of UWA/UeRA. The clauses mentioned below are commonly applicable to all areas of work viz. Production Support (detailed in Clauses 4.3.33 to 4.3.44), Post Production Maintenance (detailed in Clauses 4.3.45 to 4.3.48) and Refined Risk Analysis (detailed in Clause 4.3.49) and UWA/UeRA (as detailed in Clause 4.3.55)

4.3.2 The Vendor will have to 'rewrite the entire stack' [meaning the RMS (Imports), RMS (Exports) and the CSM] of the present Risk Management System with emphasis on enhancing
the visualization aspect. The Vendor shall be responsible for the maintenance of the RMS Application, development and implementation of the enhancement/change of the existing/new modules of the Risk Management System Application, data aggregation and analytics, and development and maintenance of UWA/UeRA.

4.3.3 The Vendor should provide for a comprehensive ‘Business Intelligence Dashboard’ which would provide enhanced reporting in Imports as well as Exports with enhanced visual effects.

4.3.4 The Vendor shall be responsible for development, maintenance, enhancements and changes of any application developed for the purposes of delivery of services under “Data Analytics” and “Refined Risk Analysis”, as well as “UWA/UeRA”. The vendor shall be responsible for developing fraud frame to identify risky entity and declaration on the basis of integration of external data. Vendor should have expertise in Data cleaning, Data curation and structuring of unstructured data in all the modules. The RMS application shall include an application to determine and analyse risks by cross referencing data from all modules (viz. Import/Export/CSM/any new Module), as well as data from other sources like IT, MOCA, DGFT/Offence Database, open data sources (structured and unstructured data), on a real-time basis (transactional) and/or entity-based, and deliver the same to the respective verticals in RMCC.

4.3.5 The Vendor shall develop a knowledge database (KDB) which will be the first level reference guide to match and resolve the problems in the quickest possible time. The repetitive activities steps, issue queries raised shall be organized and stored into KDB. This will ensure accuracy, timely reply and improvement in support activities.

4.3.6 Vendor shall compile defined SOPs, Known Error Data Base (KEDB), Processes and Procedures for Incident, Problem and Change Management that would together formulate the Knowledge Management System (KMS) wherein knowledge on all the existing issues/fixes can be obtained. This will help team in building expertise on repetitive issues/fixes thereby reducing turnaround time for repetitive data requests and periodic activities.

4.3.7 The Vendor shall ensure that all the knowledge of the project is documented. This will help in knowledge retention in the long run and reduce any dependency on the individual resources. A well-defined KT template shall be followed for all internal and external transitions. Knowledge Transfer to new team members would be managed by a process consisting of Induction Manuals preparation for the program, Customized Training Manuals (including issues/resolutions specific to the business), Process Training Manuals, Environment Training Manuals, Technology Specific Training Manuals, SOP (standard operating procedure) for task handling and Training Feedbacks for effectiveness.

4.3.8 The successful Bidder shall ensure proper and complete Knowledge Transfer (KT) and Handing over Taking over (HOTO) process from the existing Vendor within three months from the award of the contract. Further, as and when there is a change in the composition of the team implementing the Contract arising out of this RFP, i.e. as and when an existing Team member leaves and a new Team member joins the project, the Vendor shall ensure proper and complete KT and HOTO process to the new member. In all cases of termination of contract, whether on expiration of contract period or otherwise, the Vendor shall ensure proper KT and HOTO process to the successor Vendor/Agency to the satisfaction of the Purchaser.
Further, at any point of time, the Vendor may also be required to impart KT in a hand-holding way to the Team of any other Application of CBIC (existing or to be developed in future) as and when desired by the Purchaser.

4.3.9 All issues noticed (except L1 issues), shall be closed only after Root Cause Analysis report is accepted by the Purchaser.

4.3.10 RMS Application has three distinct environments for Development, Pre-Production and Production. Before deploying any change in Production environment, every change/new functionality/utility has to be first deployed and tested on Development and Pre-Production.

4.3.11 Vendor shall also make sure that the application including the code and database hosted in all the three environments are synchronized all the time. In case certain differences between these environments need to be allowed then in all such cases the Vendor shall proactively report the reasons for allowing such differences and only after receiving the approval of the Purchaser such differences may be allowed. The Vendor shall also enlist differences existing between these three environments and the impact of these in every sphere of the RMS application and shall report to the Purchaser at the earliest.

4.3.12 The Vendor shall also make sure that all the three existing modules in the RMS application namely Import, Export and Container Selection Module (CSM) and future modules, if any to be developed, and various functionalities under each of these modules and the application to be developed for Data Analytics and Refined Risk Analysis are maintained properly in all the three above said environments. The vendor shall carry out integration of CSM/IGM Module with Import Module and also bring about development of Modules for carrying out risk assessment before generation of IGM/BE and SB, as well as fully facilitated Bills of Entry and Shipping Bills.

4.3.13 Changes carried out at the primary site would also need to be applied at DR site in coordination with CBIC’s System Integration. The Vendor would ensure that the Source Code and data at the primary site are in sync with that at DR site.

4.3.14 The Vendor shall document the details of discussions with other stakeholders and other application teams like System Integration (SI), Indian Customs EDI System (ICES), Indian Customs and Excise Gateway (ICEGATE), EDW, ICer (IPR), ECCS (Courier), ACES etc. and submit the same to the Purchaser as per the agreed time-lines.

4.3.15 Customs applications which includes RMS, ICEGATE and ICES are linked to each other and any change in any of these applications may impact the others. Accordingly, the Vendor would be required to ascertain whether any changes have been effected in the table structure of ICES, carry out an Impact Assessment and proactively align RMS database with ICES database before it impacts the business. The Vendor should ensure linkages with ADVAIT and external data linkages with 3rd party agencies like DGFT, RBI.

4.3.16 The Vendor shall obtain prior approval of the Purchaser before making any change in the software / design / program / database. In case the changes need to be implemented urgently owing to the pressing nature of the requirement the Vendor shall inform the Purchaser about the reasons for such actions before making any such changes.
4.3.17 The Vendor shall ensure that any such change in existing application / software / design / programme / database required from time to time should be documented properly with a clear RCA wherever required and the document shall be delivered to the Purchaser at the earliest not later than 30 days of implementation of any change. The Vendor shall prepare and update at all times all system documents (such as requirement specifications, design, user manual, technical manual and other relevant documents / manuals) after every change, within 30 days of implementation of any change and provide the updated documentation to Purchaser.

4.3.18 The Vendor shall put in place a mechanism to ensure safety and security of the RMS and UWA/UERA artefacts including source code safe kept in the Version Control Server. The Vendor shall ensure recovery of the RMS and UWA/UERA artefacts completely to the level immediately preceding a catastrophe in the event of such catastrophe.

4.3.19 In the event of a disaster necessitating either a shift of operations to DR site or restoration of the primary site, the Vendor shall ensure that, the RMS and UWA/UERA applications are made available as per the service levels defined.

4.3.20 The priority of work/issues will be set by the Purchaser. If priority is not fixed then the Vendor shall follow the principle of First-in-First-Out (FIFO).

4.3.21 The Vendor shall ensure that the RMS and UWA/UERA artefacts including source code, documents, correspondences, understanding documents, FRS, SRS, design, logic, record of decisions, RCAs test results etc. of all the versions of RMS (past [2.7], present [3.1] and future) are duly recorded and safely stored in the repository and retrieved from time to time, if required, to assist in the resolution of the problems. The Vendor shall also ensure that the RMS and UWA/UERA artefacts including source code, documents, correspondences, understanding documents, FRS, SRS, design, logic, record of decisions, RCAs test results etc. of the project during the currency of the Contract arising out of this RFP are properly maintained, updated and provided to the Purchaser on updation or on demand.

4.3.22 The Vendor shall ensure that factually correct and timely responses to queries/clarifications sought on the application/database are effected and timelines prescribed by the Purchaser are followed in each case.

4.3.23 The Vendor shall ensure that any data requests made by the Purchaser are attended to and the required data is supplied within the stipulated time as specified by the Purchaser in the required format. The Vendor shall ensure that accurate queries are used for retrieval/access of the data resulting in correct output of data. The Vendor should carry out thorough checks on the quality of data and shall ensure that the information/data provided to the Purchaser are correct.

4.3.24 The Vendor shall design and develop suitable MIS Reports for SLA monitoring/Service delivery. The Vendor shall draw an exhaustive list of reports along with the Purchaser. The Vendor shall submit the reports as soft copies at the frequency and format as agreed. Timelines prescribed by the Purchaser shall be followed in each case.

4.3.25 The Vendor shall not access the Database or Application in Production without the permission of the Purchaser.
4.3.26 That the Vendor shall procure all the necessary permissions and adequate approvals and licenses for use of various Software and any copyrighted / patented process / product, as are specifically mentioned by the Vendor in its Bid or agreed in writing by the Vendor during the Contract term, free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

4.3.27 The Vendor may be required to furnish detailed user/operations manuals for each of the enhancement/ changes in the software module. Documents to be supplied by the Vendor shall include the SRS/FRS, HLD, LLD, Test plan, UAT plan with test case, user manual, change management and incident management documentation. The Vendor is required to hand over to the Purchaser each and every configurable item generated during the project.

4.3.28 The Vendor would be required to update the FRS / SRS, HLD and LLD documents within 30 days from the date of implementing any change in the Application. Further, the Vendor shall provide a hard copy and a soft copy of the source code and the object code along with all the configurable items in the software including the changes that have been made during the course of maintenance on request by the Purchaser.

4.3.29 The Vendor shall provide periodical knowledge transfer training to the personnel nominated by the Purchaser at the venues decided by the Purchaser. It is expected that the Vendor would be required to train a maximum of 15 officers of the purchaser at New Delhi/ Mumbai in a year. The trainings may have to be imparted more than once in a year. The Vendor needs to provide the experts and the training module / materials. Costs of travel, stay arrangements and incidental expenses for the Vendor team to impart training would be met by the Vendor.

4.3.30 The Vendor shall make such changes in the polling and processing of the application to ensure that, within 6 months of signing of the contract, the end-to-end processing time of the BE/SB/IGM is not more than 60 seconds.

4.3.31 The Vendor will follow the appropriate standard processes in the service delivery in terms of certifications possessed by it.

4.3.32 The Vendor shall not infringe the Purchaser’s Copyrights and IPRs under any circumstances.

4.3.33 The Vendor shall have capacity & also carry out future enhancement, development and integration of Express Cargo as well as development of new Risk Management Module for Postal Cargo in existing RMS applications. The Vendor shall provide for Re-polling and analysis of risky bills before OOC/LEO for Risk Assessment.

4.3.34 The Vendor shall provide for extraction and analysis of, and validation of declaration data with, data from documents in e-Sanchit.

4.3.35 The Vendor shall be conversant with the Data Analytics tools/ software/platforms including and not restricted to R, Python, Spring, Hibernate, SOLR/LUCENT,SPSS, Stata, ACL, IDEA, SAS etc. and take advantage of open data, big data and data analytics, as well as provide adequate related human resources. The vendor should be capable in creating a
data analytics plan with specific objectives and selecting techniques in line with those objectives and available resources.

4.3.36 The Vendor shall be able to provide services with regard to Traditional Rules based Detection and Descriptive techniques, Data Visualisation, Statistical and Predictive Modelling, Traditional Keyword Searching, Natural Language Processing, Network Analayis, Text Analysis, Image analysis and Data visualisation softwares/tools including and not restricted to Tableau and shall render reports using such softwares on database as required by the Purchaser.

4.3.37 The Vendor shall be able to render services using Artificial Intelligence/Machine Learning tools (Deep Learning), Image Analytics, modules of Neural Networks, Pattern recognition, Trend analysis and cluster analysis tools.

4.3.38 Vendor shall have a tried and tested incident management framework in place, which will also facilitate audit and review on periodic basis (to ensure compliance against the defined KPIs). For example, KPIs can include completeness and accuracy of the output from the query defined to capture information from the database.

4.3.39 The Vendor shall ensure that the application remains up and functional at all times in compliance with SLA as mentioned in Annexure G of this document. The Vendor would need to coordinate with the Saksham (SI) team for the DBMS and any infrastructure / operational issues and to ensure that the application remains up and functional. The Vendor may also be required to coordinate with other teams like ICES/ ICEGATE. The Vendor shall ensure a minimum uptime of 99.98%.

4.3.40 (a) L1 support includes the following: -
   i. 24*7 Production support to ensure applications are available to users and running at peak efficiency.
   ii. Incident/Interaction raising, acknowledging and follow-up till closure
   iii. Resolving L1 tickets
   iv. Availability of a “Helpdesk”, where issues can be reported for resolution.
   v. Proper incident management to minimize L2 level escalation and ensure First Call Resolution in majority of incidents reported.
   vi. Monitoring the Patch Deployments in coordination with SI-Team.
   vii. Follow-up and monitoring of Patch Deployment for the proper functioning of RMS application post deployment of any changes.
   viii. Any other similar issue.

(b) L2 support includes the following:-
   i. Analysis and resolution of issues reported
   ii. Performing impact analysis for changes required and developing enhancements
   iii. Following the stipulated quality processes as per the certification and ensuring reviews of work products including code, documents, test cases etc.
   iv. Troubleshooting L2 tickets and provide remedial measure as per SLA
   v. Periodical activities like partitioning for new financial year. Interaction with SI team for Patch implementation
   vi. Responsible for maintaining the Quality standards of the project
   vii. Following Configuration management processes
viii. Application/DB Bug fixing
ix. Handling Client data request.
x. Handling Data Analysis requests based on specific use cases.
xi. Updating Knowledge database.
xii. Referring the issue to Maintenance team if required. (L3 issues)
xii. Any other similar issue

4.3.41 The Vendor shall proactively monitor application availability, performance, response time, exceptions, faults and failures using prepared automated as well as third party monitoring tools. They shall also provide effective load trend analysis and status reports, e.g. half hourly processing report.

4.3.42 The Vendor shall ensure that the Application is available and running at peak efficiency 24*7 and escalate timely the sudden change in behaviour in throughput/turnaround time to the Purchaser. The Vendor shall periodically monitor Database performance to ascertain the health of application and assist the infrastructure team for resolving any issue relating to Database.

4.3.43 The Vendor shall ensure that in the event of a system crash due to any man-made catastrophes like bomb-blast or a terrorist attacks and natural calamities like flood, earthquake etc. on the Data Centre or any other reason, post the restoration of the infrastructure at the affected site or pointing of the network traffic to the Disaster Recovery site (as will be decided by the Customs Authorities), the Vendor shall ensure that the RMS and UWA/UERA software applications start functioning at that location immediately after the infrastructure is restored.

4.3.44 Any change in existing software/design/programme required from time to time shall be documented and delivered to the Purchaser at the earliest not later than 30 days of implementation of change.

4.3.45 Vendor would be required to update all the system documents (such as requirement specifications, design, user manual, technical manual and other relevant documents/manuals) and provide the updated documentation to Purchaser at the pre-defined frequency.

4.3.46 Vendor shall ensure continuous monitoring of relevant logs/audit trails to ensure that system is secure and functioning as per the defined business criteria.

4.3.47 The Vendor would be required to furnish the data called for by the Purchaser from time to time by writing and executing appropriate queries on the database in a timely and correct manner.

4.3.48 The Vendor's responsibility would also include version control, patch management, configuration management, prevention of entry of viruses, malware, spyware etc. in the data centre and other systems administration related activities.

4.3.49 The Production Support shall also include an online 24*7*365 RMS and UWA/UERA helpdesk. The engineers, data analysts and data visualisers should be available on site round the clock [which will include all holidays including public holidays].

Details of Post Production Maintenance:
4.3.50 The Post Production Maintenance includes modification of the Software for any new requirements as perceived by the Purchaser, making the application more user-friendly, correcting the bugs and defects, ensuring safety, enabling interoperability, addressing policy changes, reflecting hardware changes, accommodating technology insertions (including time to time Java updates) and incorporating functional changes. The routine maintenance activities include:

- Improvising and enhancing various functionalities of RMS application as per new business requirements from time to time.
- Study new requirements.
- Changes in existing functionalities
- Support for implementation of RMS at new locations.
- Addition of new features.
- Documentation relating to RMS.
- Supporting System Integration (SI) team during deployments.
- Performance tuning of the RMS
- Rectification of bugs occurring in the application software running in the existing environment or in the changed environment.
- Maintaining Quality Processes.
- Database maintenance activities in coordination with SI team (performance tuning, parameter maintenance)
  - Problem log maintenance/identification of cause of problem/removal of bug reported.
  - Version record updation.
  - Changes needed as a consequence of operating system, hardware, or RDBMS changes
  - Changes on account of Business environment changes i.e. changes necessitated by the Purchaser’s requirements.
- Ensuring information security based on ISO/IEC 27000 family standards

4.3.51 The changes or modifications shall be carried out without affecting the performance of the RMS and UWA/UEFA Applications.

4.3.52 The Vendor shall undertake the impact analysis and carry out performance tuning activity periodically (at least once in three months) to reduce the polling and processing time.

4.3.53 Any enhancement/ modification required in the infrastructure as a result of change in the RMS and UWA/UEFA would need to be provided by the Vendor to the Purchaser. However, the required change would be mutually discussed between the Purchaser and the Vendor before finalization.

Details of services for data analysis and refined risk analysis:
4.3.54 The activities to be undertaken under this head would include

- Periodical discussion with the Purchaser to ascertain the requirements.
- Developing an action plan to meet the statistical requirements
- Developing and maintaining an appropriate software application for the purposes of Refined Risk Analysis.
- Developing appropriate risk models
- Assisting the Purchaser for data mining and retrieval
- Querying the database
RFP document - Risk Management System for Indian Customs

- Assisting the Purchaser for selection of appropriate data analytics and statistical tools for risk analysis for identification of specific risk factors.
- Assist the Purchaser in data analysis by using appropriate data analytics and statistical tools to meet various business needs of the Purchaser.
- Providing all data analysis support by using appropriate data analytics and statistical tools to meet various business needs of the Purchaser as and when the Purchaser makes such a request.
- Providing support for development of methodology for evaluation of performance of RMS.
- Measuring the performance and efficacy of various tools used in the RMS periodically.
- Developing, maintaining and updating various Directories, Indexes, Databases from either ICES or RMS or any other databases, as required by the Purchaser.

4.3.55 Details of services for UWA/UeRA:
Periodical discussion with the Purchaser to ascertain the requirements.
Assisting the Purchaser for data mining and retrieval
Querying the database
Providing support for development of methodology for evaluation of performance of UWA
Developing, maintaining and updating various Directories, Indexes, Databases from either ICES or RMS or any other databases that integrate with UWA, as per requirement of the Purchaser.

Change Request:
4.3.56 Apart from the above, the Scope of Work also includes substantive enhancement of the existing RMS application. If the Vendor requests to treat an enhancement as a “Change Request” then they may submit the request accordingly. Based on logical and objective criteria, the Purchaser will decide which of the coding activities can be termed as a ‘substantive enhancement’ and qualifying to be a “Change Request” and will give approval for the “Change Request” accordingly. Any changes required by the Purchaser to ensure systems compatibility and reliability for safe and trouble free operation of RMS shall not be construed as a “Change Request”.

4.3.57 Cost for the Change Request will be based on the efforts involved in the development of the solution. The rate should be quoted per man-month rate. The man-month rate determined for the purposes of such “Change Request” shall not exceed the cost of relevant resource as quoted by the Bidder in the “Financial Bid”. Approvals will have to be sought for any substantive enhancement of any of the module that would not only define the exact nature of enhancement to be carried out but also the Agreed Cost of the enhancement.

Incentives for creative solutions:
4.3.58 Further, if the Vendor, at any point of time, gives an idea or comes out with a proposal which may substantially enhance the efficacy of the Risk Management System and UWA/UERA, the Purchaser may require the Vendor to come up with a ‘Proof of Concept’ (POC) and if the Purchaser is convinced of the result of the enhancement suggested, the Purchaser may ask the Vendor to go ahead with the development of the enhancement and the Purchaser may consider such enhancement as Change Request.
4.4 **Restrictions on hardware:**
The systems to be used by the resources for the delivery of service should not have any provision for copying or writing on any external storage devices like USB port CDs and Floppy disks.

4.5 **Distribution of Personnel to be deployed on the Project:**
There will be 1(one) common Project Manager for all these services. Other than the Project Manager, the Post Production Maintenance team shall comprise minimum 10 (ten) members, out of whom 2(two) will be Team Leads and 8 (Eight) will be Team members. From amongst the 8(Eight) Team members, at least 2(two) will be DBA. Similarly, the Production Support team shall comprise minimum 16(Sixteen) members out of which 2 (two) will be Team Leads and the remaining 14 (Fourteen) will be Team members. Out of these remaining 14 Team Members, 7 will be Java engineers and the remaining 7 will be PL/ SQL Engineers. From amongst the minimum 16(Sixteen) Team members, at least two will be DBA and there would be a minimum number of 4 (four) resources for providing 24by 7 Help Desk support. The Data Analytics, Data Visualization and Refined Risk Analysis Team will comprise a minimum of 7 (Seven) members out of whom 1 (one) will be the Team Lead and 6(six) would be the Team members. From amongst the 6(six) Team members, 2(Two) would be Data Analysts and 2(Two) would be Data Visualizer and 2(Two) would be Statistian. UWA/UeRA Team will comprise of a minimum of 3 (Three) members out of 1 (one) will be the Team Lead and 2(two) would be the Team members. These members should be conversant with the latest data analytics tools like R, Python, Spring, Hibernate, SOLR/LUCENT, SPSS, Stata ,ACL, IDEA, SAS etc .Traditional Rules based Detection and Descriptive techniques, Statistical and Predictive Modelling, Traditional Keyword Searching, Network Analysis, Text Analysis and Image analysis, Pattern recognition ,Trend analysis and cluster analysis and Data Visualisation tools like Tableau , Artificial Intelligence and Machine Learning tools like Neural Networks/Deep learning, Image analytics .The minimum size of the Project Team will accordingly be 37(thirty seven) Data Analytics and Refined Risk Analysis Team would be the On-site Team stationed in the office the Purchaser.
5. Instructions to Bidders

5.1 General

a) While every effort has been made to provide comprehensive and accurate background information and requirements, bidders must form their own conclusions about the scope of work and deliverables. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to the various clauses as mentioned in this RFP.
b) Bidders are advised to study the RFP carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP, and with full understanding of its implications. Bid prepared in accordance with the procedures enumerated in the Clauses 5.15 to 5.18 should be submitted electronically with digital certificate via the Central Public Procurement Portal on the link specified in the Data Sheet not later than the date and time laid down in the Data Sheet.
c) All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the purchaser on the basis of this RFP.
d) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser. Any notification of preferred bidder status by the purchaser shall not give rise to any enforceable rights by the bidder. Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of purchaser.
e) This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.

5.2 Pre-Qualification Criteria for Bidders:

Bidders that meet ALL of the following criteria need only apply:

5.2.1 The Bidder should be a Company registered in India under the Companies Act, 1956 or an LLP Company registered under the Limited Liability Partnership Company Act, 2008 and should have been in existence continuously at least for the last 5 years as on the last date of submission of the bid. The copy of the certificate of incorporation and the copy of the PAN should be submitted.

5.2.2 The Bidder should have prior experience of having successfully maintained and/or developed projects of similar nature for any Government Organization, PSU or Public sector Banks. Documentary evidence indicating details of the contract/project completed, client, the contact details of the client, value of the project, date of award etc. should be submitted.

5.2.3 The minimum number of resources required for each type and scope of work under this RFP is indicated in Clause 4.5. The Bidder should have adequate number of well qualified software professionals and statisticians (as per qualifications specified in Clause 6.4.5 of this RFP) proficient to work on Relational Database Management System (RDBMS) model on Oracle platform. The resources in the Project Team including the Project Manager and the Team Leads should be a full time BE / B. Tech / MCA from a recognized Institution / University and should have minimum 3 years of post-qualification experience. The qualifications of the Team Members of the Help-Desk Team can be any fulltime graduates from any recognized University having 2 years' experience in IT field.
5.2.4 The Bidder should not have been black listed by any Government Agency. A suitable disclosure in this regard has to be made.

5.2.5 The Bidder should have a minimum annual average financial turnover of Rs. 100 crores out of which at least Rs. 50 crores should be from the activities of projects of similar nature during each of the last three years. Audited copies of the Balance sheet for the last 3 years are to be provided.

5.2.6 The Bidder Company should be registered under Copy of GST Registration Certificate should be provided.

5.3 Location from where the services are to be provided:

5.3.1 The Bidder’s team for provision of specified services including helpdesk would be required to be stationed at a location in New Delhi or any other location in the National Capital Region (NCR). The office space for the Team will be arranged by the Bidder. Computers and network connectivity for use of the Project Team would be provided by the Purchaser. The Purchaser will provide any other License if it is required for providing the Service Delivery. The Purchaser will also provide the Version Control Software. One team of professionals comprising five members including one Team Lead and two Statisticians has to be compulsorily stationed at the office of the Principal Additional Director General, Risk Management Centre for Customs, Mumbai and the necessary infrastructure and office space for the same will be provided by the Purchaser.

5.4 Authorised Signatory

5.4.1 It is required that an authorized representative of the bidder shall sign the original submission letters/ forms in the required format for both the Technical and the Commercial bid and shall initial all pages of the conformation to pre-qualification criteria, Technical and Financial bids. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

5.5 Integrity Pact

5.5.1 The Bidder is required to enter into an Integrity Pact with the Purchaser. For this, the Bidder shall submit the signed & stamped copy of Integrity Pact as part of the folder entitled “Technical Bid” (refer clauses 5.15 & 5.16 for details), failing which, the bid shall be liable for rejection. The format for the Integrity Pact is provided in Annexure A7

5.6 Proposal Preparation Costs

a) The Bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/making presentations, preparation and submission of proposal, in providing any additional information required by the Purchaser to
facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
b) Purchaser will in no case be responsible or liable for above mentioned costs, regardless of the conduct or outcome of the entire Bidding Process.

5.7 Pre-Bid Meeting & Clarifications

5.7.1 Bidders’ Queries

5.7.1.1 Any clarification regarding the RFP document and any other item related to this project can be submitted to Purchaser as per the submission mode and timelines mentioned in the Data Sheet. It is necessary that the pre-bid queries should be limited to maximum of 30 distinct queries, and must be submitted in excel sheet in the format as mentioned in Annexure J along with name of the organization submitting the queries.

5.7.1.2 Purchaser shall not be responsible for ensuring that the Bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by Purchaser. Further Purchaser will reserve the right to issue clarifications.

5.7.2 Responses to Pre-Bid Queries and Issue of Corrigendum

5.7.2.1 Purchaser will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. It will formally respond to the pre-bid queries after the pre-bid conference. No clarification will be entertained after the pre-bid conference.

5.7.2.2 Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the bidders.

5.7.2.3 Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by Purchaser exclusively through a Corrigendum. Any such Corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of Purchaser.

5.7.2.4 All clarifications and any other Corrigendum/Notification issued by Purchaser subsequent to issue of RFP, shall only be available /hosted on the website URL mentioned in the Data Sheet.

5.8 Earnest Money Deposit (EMD)/Bid Security Declaration

a) As stipulated by OM issued vide F.No. F.9/4/2020-PPD dated 12.11.2020 only Bid Security Declaration for Rs. 20,00,000/- (Rupees Twenty Lakhs only) is to be submitted.

b) The Bid Security Declaration is required to protect Purchaser against the risk of Bidder’s conduct which would warrant BSD’s enforcement pursuant to the clauses mentioned below.
c) Bid Security Declaration of all unsuccessful bidders would be handed over by Purchaser after award of contract to the Successful bidder.

d) The Bid Security Declaration for the Successful Bidder would be returned, upon the Bidder executing the contract and on submission of Performance Bank Guarantee.

e) In case bid is submitted without the bid security declaration, then Purchaser reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

f) The Bid Security Declaration may be enforced:
• If a bidder withdraws the bid or increases the quoted prices during the period of bid validity or its extended period, if any
• If a bidder does not respond to requests for clarification of its Proposal
• If a bidder fails to provide required information during the evaluation process or is found to be non-responsive
• In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP or fails to furnish Performance Bank Guarantee in accordance with this RFP.
• During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the Purchaser regarding forfeiture of the Bid Security Declaration shall be final & shall not be called upon question under any circumstances.
• During the bid process, if any information is found wrong/ manipulated/ hidden in the bid.

g) The decision of the Purchaser regarding enforcement of the Bid Security Declaration and rejection of bid shall be final & shall not be called upon question under any circumstances.

5.9 Bid Validity Period

a) Bid shall remain valid for the time mentioned in the Data Sheet.

b) Purchaser may request the bidder(s) for an extension of the period of validity. The validity of the EMDs as requested in Clause 5.8 should also be suitably extended if called upon to do so by Purchaser.

c) On completion of the validity period, unless the bidder withdraws its bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws its bid.

5.10 Income Tax Clearance Certificate

5.10.1 Unless otherwise exempted, the Bidder, if assessed under the Indian Income-Tax Act, shall enclose with the bid, a valid Income Tax Clearance Certificate issued by the appropriate Income Tax Officer under his seal. The Bidder shall submit a Copy of their PAN certificate. Without this, the bid is liable to be rejected.

5.11 Undertaking

5.11.1 The Bidder should give an undertaking that it will undertake the project on its own without resorting to sub-contracting, except in respect of Statistical resources.

5.11.2 The Bidder shall undertake to execute the deed of assignment of any copyright, patents and design rights in favour of the Purchaser.
The Bidder shall undertake to comply with the information security and other policies of CBIC.

The Bidder shall undertake that, upon termination of the contract envisaged under this RFP for any reason, or upon demand by Purchaser, whichever is earlier, return any and all information provided to Vendor by Purchaser, including any copies or reproductions, both hardcopy and electronic.

The Bidder shall undertake that the Source Codes, documents and data existing at the commencement of the Contract arising out of this RFP and the Source Codes, documents and data that may come into existence during the currency of the Contract and Intellectual Property Rights of all the software applications developed, reports, document and material generated under this project shall be the exclusive property of the Purchaser.

The Bidder shall undertake to disclose to the Purchaser in writing, all actual and potential conflicts of interest (as envisaged in Clause 3.8) that exist, arise or may arise (either for the Bidder or for the Bidder’s Team) in the course of performing the Services as soon as possible.

The Bidder shall undertake to ensure a complete and proper transition from the existing Vendor by effecting a complete, exhaustive and proper Knowledge Transfer (KT) and Handing over Taking over (HOTO) process within three months of the award of Contract.

The Bidder shall undertake to impart KT and provide hand-holding to the Team of any other Application of CBIC (existing or to be developed in future) as and when called upon to do so by the Purchaser.

The Bidder shall furnish the required Undertakings in the format prescribed in Annexure A6.

The Vendor and the personnel deployed on the project shall be required to abide by and adhere to the Information Security Management System (ISMS) Policy laid down by the Directorate General of Systems and Data Management, CBIC.

The Vendor shall not carry any document or diagram pertaining to RMS application either in hard copy or in electronic format contained in storage devices like floppy diskettes, hard disk, storage tapes, other storage devices or any other goods / material proprietary to Purchaser without written permission from the Purchaser.

The Vendor shall not destroy any unwanted documents, defective tapes / media used in the delivery of the services under this RFP on their own. All such documents, tapes / media shall be handed over to the Purchaser.

All documentation and media used in the service delivery shall be properly identified, labelled and numbered by the Vendor. Vendor shall keep track of all such items and provide a summary report of these items to the Purchaser on a monthly basis.
5.12.5 Access to Purchaser’s data and systems, Email and Internet facility by the Vendor’s team shall be in accordance with the security and access policies set by the Purchaser.

5.12.6 Vendor would be required to acknowledge that Purchaser’s business data and other proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to Purchaser; and Vendor would be required to take reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof. Vendor would be required to recognize that the goodwill of the Purchaser depends, among other things, upon Vendor keeping such proprietary information confidential and that unauthorized disclosure of the same by Vendor or its team could damage the goodwill of Purchaser. If Vendor comes into possession of any piece of proprietary information, even though Vendor does not take any direct part in or furnish the services performed for the creation of said proprietary information, the Vendor shall limit access thereto to employees with a need to such access to perform the services required under this RFP. Vendor shall use such information only for the purpose of performing the said services.

5.12.7 The Vendor would be required to follow proper entry and exit criteria for their personnel. A record shall be kept in respect of any artefacts handed over by the Purchaser to project personnel and suitable de-briefing of personnel leaving the project, along with return of CBIC artefacts, if any, would have to be done by the Vendor. The Purchaser may require that any CBIC information on resource’s laptop, data drive, etc, to be permanently ERASED (not just deleted) to the Purchaser’s satisfaction.

5.13 Terms and Conditions of Bidding Company

5.13.1 Any terms and conditions sought to be imposed by the Bidder contrary to/inconsistent with the Terms of the RFP will not be considered as forming part of their RFPs and shall in no case be binding on the Purchaser in any manner. In case the terms and conditions of the contract applicable to this invitation to RFP are not acceptable to any Bidder, they should clearly specify any deviation, in the format appended to this RFP Document as Annexure A5.

5.13.2 Local Conditions: It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and/or cost. RMS Application has three distinct environments for Development, Pre-Production and Production. The Bidders would need to familiarize themselves with these environments. Access to Production will not be granted to the Vendor’s Team. Any Bidder submitting a bid to the Purchaser shall be presumed to have acquainted themselves fully with all conditions and factors pertaining to CBIC and the subject bid.

5.14 Statement of Deviation

5.14.1 Any deviations from the RFP terms and conditions or scope of work which go against the spirit and intent of this document or constitute a deviation from Purchaser’s expectations may result in disqualification / rejection of the bid. However, in case the Bidder feels strongly about any aspect, especially if it would result in an improvement of the services, these aspects may be highlighted in the specified format only (as provided in Form Annexure A5) and not in
any other part of the bid document. Deviations that are not included in specified format and contained elsewhere in the bid document would not be taken into account.

5.14.2 These Bidders may, if necessary, be asked to give their supplementary Financial Bid on the basis of fine-tuning decided by the Purchaser. Reasonable time will be given to the Bidders to submit the supplementary Financial Bid. The revised technical proposal shall again be evaluated, if found necessary, before proceeding with the financial evaluation.

5.14.3 The original Financial Bid read with the supplementary Financial Bid shall be evaluated to select a Bidder for the award of contract.

5.15 Submission of Bids

a) It is proposed to have Two Bid System for this RFP:
   i. The Technical Bid.
   ii. The Financial Bid

b) The bidder shall submit the following folders as part of the Bid Submission. Each folder be marked as mentioned in the table below:

<table>
<thead>
<tr>
<th>Folder Number</th>
<th>Folder to be superscribed as</th>
<th>Content of Folder</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>Conformation to Pre-Qualification Criteria</td>
<td>Pre-Qualification Checklist and the supporting documents to prove Pre-Qualification.</td>
</tr>
</tbody>
</table>
| Two           | Technical Bid                        | a) Technical Bid Cover Letter  
b) Copy of Bid Security Declaration as in Clause 5.8  
c) Copy of Integrity Pact duly signed by the bidder.  
d) Copy of RFP Document with the sign of Authorised signatory or stamp of firm on all pages.  
e) Copy of RFP corrigendum, if any, with the sign of Authorised signatory or stamp of firm on all pages.  
f) The Technical Proposal including all the required documents as mentioned in 6.4.1.  
g) Undertaking |
h) Unpriced Financial Proposal (copy of Financial Bid with prices blanked out). Please note that prices should not be indicated in the Technical Proposal. If indicated, the Bid shall be liable to be rejected.

<table>
<thead>
<tr>
<th>Three</th>
<th>Financial Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) Financial proposal cover letter.</td>
</tr>
<tr>
<td></td>
<td>b) Financial Proposal in specified format.</td>
</tr>
</tbody>
</table>

c) Please note that the Prices should only be specified in the Financial bid, and not mentioned anywhere else in the bid.
d) All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.

e) All pages of the Conformation to Pre-qualification Criteria, Technical Proposal and Financial bid shall be initialled and stamped by the person or persons who sign the bid.

f) Failure to submit bid on time could cause a proposal to be rejected.

g) Purchaser will not accept delivery of bid by fax or e-mail or hard copy.

h) Any bidder wishing to withdraw the bid, after it is submitted may do so provided the written notice of such withdrawal is received by the officer of the Purchaser (refer Data Sheet for details of the officer) prior to the deadline for submission of the bid.

5.16 Bid Format

Bidder shall submit their bids in the format mentioned below. Bids not in the prescribed formats will be liable for rejection.

a) Format – Template for Bid Security Declaration as given in Annexure ‘H’

b) Format for Conformation to Pre-qualification Criteria as given in Annexure ‘E’

c) Technical Bid Format

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Heading</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical Proposal cover letter</td>
<td>As per format given in Annexure A1</td>
</tr>
</tbody>
</table>
2. **About the Organization**  
A brief note on the present and past activities of the bidder, a brief history of their operations, financial information (e.g. turnover, profits) names of the top level functionaries in the organization, any commendable achievements in the past by the organization, address and communication details of the Organization’s Central office in India.

3. **Summary of Strengths and Expertise**  
A concise summary of the strengths and expertise of the bidder to meet the requirements of the Scope of Work and Deliverables as envisaged in the RFP.

4. **Certificate for Authorised Signatory of Bid**  
A copy of board resolution or power of attorney showing that the signatory has been duly Authorised to sign the Bid.

5. **Company’s References**  
As per format given in Annexure A2.

6. **Proposed approach**  
A roadmap for efficacious delivery of obligations that would be enjoined upon the successful Bidder after the award of Contract should be furnished in the format given in Annexure A3. The approach should focus on aspects like Transition Management from incumbent vendors, ensuring Business as usual during transition and post transition phases, approach to ensure highest customer satisfaction, mechanism that would be adopted to improve quality of services, efficacy of RMS application training of resources and attrition management.

7. **Curriculum-vitae of Project Members**  
Curriculum-vitae for proposed professional staff as per format given in Annexure A4.

8. **Statement of Deviations**  
Deviations from Terms and Conditions of RFP as per format given in Annexure A5.

9. **Undertaking**  
Undertaking as per format given in Annexure A6

10. **Integrity Pact**  
As per the format mentioned in Annexure A7

11. **Complete Response to Technical Evaluation Criteria**  
Refer to details in Section 6.

d) **Financial Bid Format**

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Heading</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Financial Proposal Cover Letter</td>
<td>As per format given in Annexure B1.</td>
</tr>
<tr>
<td>2</td>
<td>Financial Proposal</td>
<td>As per format given in Annexure B2.</td>
</tr>
</tbody>
</table>
5.17 Financial Bid

a) The Financial Bid should indicate the firm and final amount in Indian Rupees, which shall not be subject to any variation whatsoever. The amount shall be mentioned in figures as well as words.

b) The price quoted should be based upon the scope of work and deliverables detailed in Section 4, the cost of engaging the required manpower and the operational cost required for the delivery of the services. Operational Cost inter-alia includes the cost for the office space, office stationery, travel expenses of personnel of the Vendor to hold meetings with the Purchaser or any person authorized by the Purchaser or to impart training to the officers of the Purchaser or any other person authorized by the Purchaser and any cost incurred by the vendor for the service delivery other than the cost of resources.

c) Detailed basis for calculation of the total price, inclusive of all taxes, surcharges, levies as applicable on the date of submission of bid must be given. The tax/levy component must be reflected separately for the evaluation of the price of the proposed solution NET of taxes. The Bidder shall quote a firm price and no escalation of any form shall be admissible, except for a hike in any of the applicable tax component. The Purchaser shall however make payments only against invoices that reflect taxes/surcharges/levies separately.

d) If there is any discrepancy in the Financial bid, it will be dealt as per the following:

i) If there is a discrepancy between words and figures, the amount in words shall prevail.

ii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Purchaser, the bid is liable to be ignored.

5.18. Firm Price Bid

5.18.1 This RFP is for a firm price bid. Prices (exclusive of Taxes) quoted by the Bidder will remain constant throughout the period of the contract and shall not be subjected to any variation during the successful Bidder’s performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. Prices shall be written both in words and figures.

5.18.2 If any tool is required for discharge of the services, it will be at the cost of the Vendor.

5.18.3 The prices quoted should also include all rights (if any) of patent, copyright, registered design or trademark.

5.19 Contacting the Purchaser

5.19.1 No Bidder shall contact the Purchaser on any matter relating to its bid, either directly or indirectly from the time of the bid opening to the time the contract is awarded, unless explicitly asked to do so, in writing, by the Purchaser.
5.19.2 Any efforts by a Bidder to influence the Purchaser’s bid evaluation, bid comparison or contract award decision, either directly or indirectly may result in the rejection of the Bidder’s bid.

5.20 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

5.21 Authentication of Bids

The Authorised Signatory representing the bidder shall initial all pages of the Conformation to Pre-qualification criteria, Technical and Financial Bids. Bid should be accompanied by an Authorisation in the name of the signatory of the Bid.

5.22 Amendment of Request for Proposal

At any time prior to the deadline for submission of proposals, Purchaser, for any reason, may modify the RFP by amendment and publishing it in the website mentioned in the Data Sheet. Such amendments shall be binding on the bidders. Purchaser, at its discretion, may extend the deadline for the submission of proposals. Purchaser may change the scope after the submission of technical bids by the bidders. In this case, Purchaser will release a corrigendum/clarification and ask the bidders to resubmit their Financial bids.

5.23 Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The bids submitted by telex/telegram/fax/e-mail/hardcopy etc. Shall not be considered. No correspondence will be entertained on this matter.

5.24 Right to Terminate the Process

Purchaser may terminate the RFP process at anytime and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Purchaser. The bidder’s participation in this process may result in the Purchaser selecting the bidder to engage towards execution of the contract.

5.25 Acceptance / Rejection of Bids

The purchaser reserves the right to accept or reject any bid, and to annul this process and reject all bids at any time prior to award of the project, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser’ sanction. Purchaser reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Purchaser also reserves the right to assess
the bidder’s capabilities and capacity. In all the above cases, the decision of Purchaser shall be final and binding. The Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and signed by authorized signatory. Offers not submitted in prescribed manner or submitted after due date and time are liable to rejection.

5.26 Disqualification

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

a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.

b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.

c) The bidder’s proposal is conditional and has deviations from the terms and conditions of RFP.

d) Proposal is received in incomplete form.

e) Proposal is received after due date and time.

f) Proposal is not accompanied by all the requisite documents and certifications as mentioned in the RFP.

g) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at anytime during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

h) Financial bid is enclosed with the technical bid.

i) Bidder tries to influence the proposal evaluation process by adopting prohibited practices at any point of time during the bid process.

j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

5.27 Fraud and Corrupt Practices

5.27.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Not withstanding anything to the contrary contained in this RFP, Purchaser shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD/BSD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Purchaser for, interalia, time, cost and effort of the Purchaser, in regard to the RFP, including consideration and evaluation of such bidder’s Proposal.

5.27.2 Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which Purchaser may have under the LOI or the Agreement, if a bidder is found by Purchaser to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such bidder shall not be eligible to participate in any RFP or RFP issued by Purchaser during
a period of 3 years from the date such bidder is found by Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
6. Selection process for bidder

6.1 Opening of Bids

There will be three bid-opening events
a) Conformation to Pre-qualification Criteria Opening
b) Technical Bid Opening
c) Financial Bid Opening
The Conformation to Pre-qualification Criteria will be opened first and evaluated. Thereafter, the Technical Bids of those bidders who qualify the pre-qualification criteria will be opened and will be evaluated. The Financial Bids of only those bidders who meet the technical valuation criteria will be opened.

6.2 Preliminary Examination of Bids

6.2.1 Purchaser will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, will be rejected by Purchaser and shall not be included for further consideration. Initial Bid scrutiny will be held and bids will be treated as non-responsive, if bids are:
- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorisation (Power of Attorney)
- Received without EMD
- Found with suppression of details
- Submitted with incomplete information, subjective, conditional offers and partial offers
- Submitted without the documents requested in RFP
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period

6.2.2 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder. The decision of the Purchaser in this regard will be final.

6.3 Clarification on Bids

6.3.1 During the bid evaluation, Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

6.4 Evaluation Process

6.4.1 Tender Evaluation Committee: The Director General, Directorate General Analytics and Research Management or The Principal Additional Director General, Risk Management Centre for Customs, Mumbai will constitute the RFP Evaluation Committee(s). The Committee(s) will evaluate the Bid Documents submitted by the Bidders. The RFP Evaluation Committee(s) shall evaluate the responses to the RFP and all supporting
documents/documentsary evidence and may choose to conduct technical discussion with any or all the Bidders. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. All bids will be checked against the Disqualification criteria as mentioned in Clause 5.26.

6.4.2 The decision of the Evaluation Committee(s) in the evaluation of the Technical and Financial bids shall be final and binding on all the parties.

6.4.3 The Bid evaluation criteria are mentioned below. Bids which meet ALL the criteria would be short-listed. Financial bids of only these short-listed bidders would be opened on the date and time announced in this behalf.

6.4.4 The Tender Evaluation Committee(s) reserves the right to reject any or all proposals. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

6.4.5 a) Evaluation of the bids would be carried out by the evaluation committee in three stages namely pre-qualification evaluation, technical bid evaluation and financial bid evaluation. All bids submitted must meet the pre-qualification criteria stated in this RFP.
   b) Incomplete bids will not be considered for evaluation.
   c) Bids will be evaluated on a Quality and Cost Based Selection (QCBS) criteria incorporating both a technical and a financial evaluation on 70:30 basis (70% weightage to technical score and 30% weightage to financial score), with a minimum qualifying score of 70% in Technical bid for opening of Financial bid.
   d) A proposal may be rejected at the technical evaluation stage if it fails to achieve the minimum technical score.

6.4.6 The detailed steps for evaluation are as follows:

6.4.7 Stage 1: Evaluation of Pre-qualification

   1. Pre-qualification folder is opened electronically.
   2. The Pre-qualification check-list and supporting documents are evaluated to decide whether the bidder meets all the Pre-qualification criteria specified in the RFP.
   3. Technical Bids of only those bidders who meet all the Pre-qualification criteria will be evaluated.

6.4.8 Stage 2: Technical Evaluation

   1. EMD and Integrity Pact are checked for their correctness.
   2. “Technical bid” will be opened electronically.
   3. All bids are validated against the Disqualification criteria as mentioned in Clause 5.26.
   4. Evaluation Committee will review the technical bids to determine whether the technical bids are substantially responsive to the requirements as specified in the RFP and also meet the criteria as mentioned below.
5. Evaluation from the clients of the Bidder: The Purchaser may, if necessary, obtain the evaluation from the clients of the Bidder on the quality of services rendered by the shortlisted Bidder.

6. Evaluation of the Technical Bid (Maximum marks: 100)

A. The evaluation of the Technical Proposal will be based on the weightage for each component, as indicated below. Minimum marks to qualify in the technical evaluation stage is 70%.

   Project Team (30%) – 30Marks
   The Project Manager must possess at least 8 years of relevant work experience and out of which 5 years in projects of similar scale and magnitude in same set of technology with a minimum of 2 years of experience as project manager, the Team Leads should possess at least 6 years of relevant work experience and the team members handling Java coding should be minimum Oracle certified professional Java programmer and the DBA should be minimum Oracle Certified Professional in DBA. The statistician should be a Post graduate in Statistics and should have at least 2 years of experience in handling voluminous data using advanced statistical packages.

   The following will be considered for evaluation in this category, for which the following details need to be furnished for all the resources.
   - Educational Qualification
   - Educational Institution.
   - Key Qualification (certification in Java, Oracle like Enterprise Architect etc.)
   - Total years of experience in IT field,
   - Total years of experience in the similar project,
   - Total years of experience in the area of work like (Oracle, Struts, Web application),
   - Certification of the Team leads and Project manager (PMP, 6 sigma, ITILv3)
   - Position held in different IT projects
   - Total years of experience in data analysis using various tools in similar projects
   - Relevant experience.

   If required, the Purchaser may conduct a written test to evaluate the resources before finalizing the Technical Bid evaluation.

B. Relevant Experience of the Organization (30%) – 30Marks.
   Experience of the company in developing and/or maintaining project as ascertained from the details to be provided in Annexure A2

C. Certifications possessed by the company (20%) – 20 marks: ISO IEC 20000 certificate (5 Marks), ISO 27001 certificate (5 Marks) and for both 10 marks; CMMi Level 1 (2 marks), CMMi Level 2 (4 marks), CMMi Level 3 (6 marks), CMMi Level 4 (8 marks) and CMMi Level 5 (10 marks).

D. Approach & Methodology towards Support and Enhancements (15%) – 15 Marks.
   It is expected that the Bidder would give a roadmap of Quality Service Delivery in terms of the Scope of Work with professionalism, commitment and adherence to timelines. (Marks allotted would depend upon their commitment and undertaking in providing the services as per the requirements of the Purchaser and as per the timelines fixed by the Purchaser and the completeness and level of details provided by the Bidder).
E. Quality of documented presentation to Technical Evaluation Committee (5%) – 5 Marks

Bidders should be ready to give a presentation before the Technical Committee at five days’ notice, on their proposed roadmap for the service delivery. Bidder’s team would be expected to reply to all the queries raised by the Technical Evaluation Committee during this presentation.

6.4.9 Stage 3: Evaluation of the Financial Bid (Maximum marks: 100)

The Financial bids of the technically qualified bidders will be opened on the notified date and time and reviewed to determine whether the Financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Purchaser’s discretion. Financial Bids that are not meeting the condition mentioned in clauses 5.16 & 5.17 shall be liable for rejection.

The bid price shall be in Indian Rupees.

Any conditional bid would be rejected.

Errors & Rectification: Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words will prevail.

The evaluation of the Financial Bid will be as follows:

The lowest cost bid among the successful bids after stage 2 will be assigned 100 marks. The points for the other successful bids will be computed as per the following formula:

\[
\text{Financial Bid Score} = \frac{\text{Lowest Bid}}{\text{Bidder’s Price}} \times 100
\]

The Financial Bid value shall be treated as contract value.

6.4.10 Overall Score

The overall score will be arrived at as below:

\[
\text{OVERALL SCORE} = (\text{Technical Bid Score} \times 0.70) + (\text{Financial Bid Score} \times 0.30)
\]

The successful Bidder will be the one with the highest overall score.

6.5. Purchaser’s Right to Vary the Quantities at the time of Award

6.5.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services to arrive at the optimum quantities required to ensure smooth functioning of RMS.
7. Award of contract

7.1 Notification of Award

7.1.1 Purchaser will notify the successful bidder in writing by e-mail and through e-procurement portal followed by courier/registered letter that its bid has been accepted. The Purchaser will issue the Letter of Intent (LOI) for award of contract to the successful bidder.

7.1.2 Upon the successful bidder’s furnishing of Performance Security pursuant to Clause 7.3 and execution of the Contract, the Purchaser will promptly inform each unsuccessful bidder and would discharge its Bid Security pursuant to Clause 5.8.

7.2 Signing of Contract

7.2.1 After the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the contract form incorporating all agreements between the Purchaser and the successful Bidder. (The contract will mainly comprise the contents of this RFP, along with all Annexures, Corrigenda, Amendments, clarifications on the RFP document and the contents of the Technical and Financial Proposals of the successful Bidder to the extent accepted by the Purchaser. Draft contract form is attached as Annexure F).

7.2.2 Within 15 days of the receipt of the contract form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

7.3 Performance Security

7.3.1 The Vendor shall, within 15 days after the receipt of Letter of Award from Purchaser, furnish an unconditional, irrevocable and continuing Performance Security/Guarantee to Purchaser for an amount equal to 10% of the Contract Value from any Commercial bank in the format prescribed at Annexure C.

7.3.2 The Performance Security shall be valid for entire Term and six months thereafter. If the Performance Security is liquidated/encashed, in whole or in part, during the currency of the Performance Security, the Vendor shall top up the Performance Security with the same amount as has been encashed within 15 days of such encashment without demur.

7.3.3 Failure of the successful Bidder to comply with the requirement of Clause 7.3.1 or 7.3.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the Bidder who has been found to be the most suited among the remaining Bidders or call for new bids.

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

7.4.1 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 Purchaser may award the contract to the next best value bidder or call for new proposals. In such a case, Purchaser shall invoke the Performance Security and/or EMD/Bid Security Declaration shall be liable to be forfeited.

A1. Technical Proposal Cover Letter
A2. Format for Company’s References
A3. Proposed Approach
A4. Format of Curriculum-Vitae for proposed staff (including proposed DBA and programmers, maintenance staff)
A5. Format for Deviation from General Terms and Conditions
A6. Format of Undertaking to be given in terms of Clause 5.11
A7. Format of Integrity Pact.
8.1 A1. Technical Proposal Cover Letter

Company Profile

1. Name of the Company:
2. Mailing address:
3. Incorporation status of the Company: (Public limited/Private Limited)
4. Year of establishment:
5. Details of Company Registration:
6. Contact Executive of the Company: (Name & designation) Tel: __________________ Fax: __________________ Mobile: __________________
   E-mail: __________________ Website: __________________
7. GST No. __________________ TIN No. __________________

8. Certifications / standards (All the standards and certifications like ISO, SEI CMM etc should be enclosed. Name of the certifying agency and the year of certification):

9. Details of work/projects undertaken during last 5 years with documentary proof thereof. Projects of similar nature may be specifically mentioned:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of the Organization for whom work/project undertaken</th>
<th>Contact Details of the client (Please indicate contact details of SPOC from client’s side)</th>
<th>Project features/description of work done/No of resources deployed in the project</th>
<th>Duration with dates</th>
<th>Project cost (in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Note: Please enclose Work order/Project completion certificate from client.

10. Curriculum Vitae (CV) of Project Members: Please enclose CV of all Personnel to be deployed on the Project. (viz. Project manager, Team Lead, Statistician and Team member). Please give details as per A4.

11. Financial Turnover of the company: Please indicate Annual Turnover for the last 3 years.

Note: Please enclose Audited copies of Balance Sheet for the last 3 years.

12. Bidder’s evaluation of their competence for execution of the project (Please explain in brief about the core strength of the company to handle the subject project).

13. Approach and Methodology towards support, maintenance and refined risk analysis.

14. Any other piece of information relevant to the bid that the Bidder would like to furnish.

15. Details of Bid Security Bank Guarantee No…… Date…. Name of the Bank
   Amount

Date:

Seal of the Company (Authorized Signatory)

Designation: __________________ Name: __________________
RFP document - Risk Management System for Indian Customs

8.2 A2. Format for Company’s References

Relevant services carried out in the last ten financial years that best illustrate experience in handling projects of similar nature. The following details may be given for each of the projects handled during last 10(ten) years.

<table>
<thead>
<tr>
<th>Start Date</th>
<th>Completion Date</th>
<th>Approx. Value of Services:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Associated Company:</td>
<td>No of Man Months of professional staff provided by associated company(s)</td>
<td></td>
</tr>
</tbody>
</table>

Name of senior staff involved and functions performed:

Detailed Narrative of Project:

Detailed Description of actual services provided by your company:

Certified processes adopted in the implementation of the project like ISO IEC 20000, ISO 27001, CMMi level - 5, 6 sigma, ITIL V2 / V3 etc. Evidences of third party auditing to establish the actual implementation of these certified processes.

Latest report of any periodical feedback to be given by the client.

Hardware [give brief details covering Server, Processor configuration (SMP or Cluster), storage technology etc.]

<table>
<thead>
<tr>
<th>Technologies Implemented and tools used:</th>
<th>Security features implemented - Password-based / Role-based / Digital certificates / signature, encryption, public key system, LDAP server, single sign-on etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS</td>
<td></td>
</tr>
<tr>
<td>Database</td>
<td></td>
</tr>
<tr>
<td>Risk Management tool</td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of concurrent users</th>
<th>Database sizes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Status of the project : (Completed/ ongoing/ terminated / suspended) – Details and documentary evidence to be provided. A copy of Completion Certificate to be attached in respect of completed projects. A copy of Progress Report along with work order in respect of ongoing projects to be attached.</td>
<td></td>
</tr>
</tbody>
</table>

Purchaser’s team may like to visit the some of the reference sites to understand the project details. Details of reference sites should be provided. The company should confirm from the client that a visit of Purchaser team to their site could be arranged.
8.3 A3. Proposed approach

1. Approach for production support
2. Approach for maintenance
3. Approach for Refined risk analysis.
4. Deliverables
5. Testing approach
6. Others

8.4 A4. Format of Curriculum-Vitae for proposed professional staff

<table>
<thead>
<tr>
<th>Proposed Position:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Company:</td>
</tr>
<tr>
<td>Name of Staff:</td>
</tr>
<tr>
<td>Job Designation:</td>
</tr>
<tr>
<td>Date of Birth:</td>
</tr>
<tr>
<td>Years with Organisation:</td>
</tr>
<tr>
<td>Membership in Professional Societies/ Quality Certifications like PMP, 6 sigma etc.</td>
</tr>
<tr>
<td>Detailed Responsibilities:</td>
</tr>
<tr>
<td>Key Qualifications in the specified area like Java, Oracle, Web application:</td>
</tr>
<tr>
<td>Years of experience in the specified area of work if any like Java (struts, J2EE etc), Oracle, Web application.</td>
</tr>
<tr>
<td>Education:</td>
</tr>
<tr>
<td>Employment Record:</td>
</tr>
<tr>
<td>(a) Total years of experience in IT (b) Total years of experience in the projects of similar nature (c) Positions held in different IT projects with duration</td>
</tr>
<tr>
<td>Relevant Experience: (Detailed description of the project and tasks performed / technologies / tools used, responsibilities by the individual, position in the project, duration for which the individual worked in a particular assignment)</td>
</tr>
<tr>
<td>Skill Set:</td>
</tr>
</tbody>
</table>
RFP document - Risk Management System for Indian Customs

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

........................................................................................................ Date:.....................
[Signature of the proposed professional staff] Day/Month/Year

Full name of the proposed professional staff member:

Attested by

[Signature of the Authorised Signatory]

Full name of Authorised Signatory:

8.5 A5. Deviations from Terms & Conditions

Following are the deviations from the Terms and Conditions of the RFP. These deviations and variations are exhaustive.

<table>
<thead>
<tr>
<th></th>
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</tbody>
</table>

Signature of the Bidder
Dated
Place
8.6 A6. **Format of Undertaking in terms of Clause 5.11**
(to be given on the Letterhead of the Bidder)

**UNDERTAKING**

We, M/s.____________________________, hereby state that we have gone through the provisions of the RFP under reference and understood the contents of the same. We further undertake as follows:

- That we will undertake the project on our own without resorting to sub-contracting except in respect of Statistical resources.
- That we shall execute the deed of assignment of any copyright, patents and design rights in favour of the department.
- That we shall comply with the Information Security Policy and other policies of CBIC.
- That we shall return all pieces of information provided by Purchaser, including any copies or reproductions, both hardcopy and electronic, upon termination of the contract envisaged under this RFP for any reason, or on demand by Purchaser, whichever is earlier.
- That we understand that the Source Codes, documents and data existing at the commencement of the Contract arising out of this RFP and the Source Codes, documents and data that may come into existence during the currency of the said Contract and Intellectual Property Rights of all the software applications developed under this project shall be the exclusive property of the Purchaser.
- That we shall disclose to the Purchaser in writing, all actual and potential conflicts of interest (as envisaged in Clause 3.8) that exist, arise or may arise (either for the Vendor or for the Vendor’s Team) in the course of performing the Services as soon as possible.
- That we shall ensure a complete and proper transition from the existing Vendor by effecting a complete, exhaustive and proper Knowledge Transfer (KT) and HandingOver Taking Over (HOTO) process within three months of the award of Contract.
- That we shall impart KT and provide hand-holding to the Team of any other Application of CBIC (existing or to be developed in future) as and when called upon to do so by the Purchaser.

Signature of the Bidder  
Dated  
Place
Pre-Bid/Pre-Contract Integrity Pact

General

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on ______ day of the month of ______ 20____, between, on one hand, the President of India acting through Additional Director General, Risk Management Centre for Customs, CBIC, Mumbai represented by -----------------, Additional Director (Admin.), Risk Management Centre for Customs, CBIC, Ministry of Finance, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s ____________ represented by Shri ____________________, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure services for and the BIDDER/Seller is willing to offer/has offered the services for Post production maintenance and production support of the Indian Customs Risk Management System (RMS) Application software and for providing services for refined risk analysis and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

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 currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said services 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

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER
1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation 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.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities 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:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, 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.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4. BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER 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.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER 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.

3.7. 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.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals 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.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RFP. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13. 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 BUYER.
Previous Transgression

4.1. 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 RFP process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the RFP process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)/Bid Security Declaration

5.1. While submitting bid, the BIDDER shall give Bid Security Declaration for Rs. 20,00,000 (Rupees Twenty Lakhs only) which will be duly enforceable by buyer.

The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2. The Bid Security Declaration shall be valid upto a period of 180 days from the Bid Security Declaration and shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, whichever is later.

5.3. This Performance Security will be as per OM F.9/4/2020-PPD dated 12.11.2020 (as per Rule 171 of (GFRs) 2017.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit or for the Bank Guarantee for the period of its currency.

6. Sanctions for Violations

6.1. 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 BUYER 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. The Earnest Money Deposit/BSD (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

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 BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, 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 BUYER in
RFP document - Risk Management System for Indian Customs

connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER 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 India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker 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 BUYER with the BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER 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 Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar or comparable Services at a price higher than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar or comparable Services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a higher 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 become payable by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2. 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.
8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. 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 BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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 and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity
12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, 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.

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

13. The parties hereby sign this Integrity Pact at___________on________________

BUYER
Shri Ashwini Kumar
Additional Director (Admin.)
Risk Management Centre for Customs, Mumbai.

BIDDER
CHIEF EXECUTIVE OFFICER

Witnesses
1.___________________

Witnesses
1.___________________
Annexure B: Financial Bid – Standard Forms

B1. Financial Proposal Cover Letter

B2. Format for submission of Financial Proposal
9.1 B1. Financial Proposal Cover Letter

RFP No:______________ [Location, Date]

From: (Name of Firm)

To:

Sub: <>

Sirs:

We, the undersigned, offer to provide our services for the above in accordance with your bid document dated [Date], and our Proposal (Technical & Financial Bids). Our attached financial proposal lists out various costs and fees.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
Name of Firm:
Address:
RFP document - Risk Management System for Indian Customs


Financial Bids not conforming to the following will be considered as non-responsive and hence rejected.

- All figures mentioned in the financial proposal should be in Indian Rupees (INR) only
- The rate should be quoted as cost of one engineer/resource possessing the skill-sets needed to accomplish the tasks outlined in Section 4 of the RFP Document.
- The values that the Bidders would be inputting under Column 17 would not be used by the Purchaser in arriving at the L1 Bidder.

<table>
<thead>
<tr>
<th>Item Rate BōG</th>
</tr>
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<tbody>
<tr>
<td>Tendering Authority: ON THE PRINCIPAL ADDITIONAL DIRECTOR GENERAL, RISK MANAGEMENT CENTRE FOR CUSTOMS, MUMBAI</td>
</tr>
<tr>
<td>Name of Items/Bids for Post Production Maintenance and Production Support of the Indian Customs Risk Management System Application Software and for Providing Services for Improved Risk Analysis &amp; Management</td>
</tr>
<tr>
<td>Contract No.: F.No. PM-25/2013-PWOC-P-1  RFD: 435/2012-13</td>
</tr>
<tr>
<td>Name of the Exporting Entity/Firm/Company</td>
</tr>
<tr>
<td>PRICE SCHEDULE (This SOG Schedule may not be modified by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are advised to enter the bidder name and Vat No. only)</td>
</tr>
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</table>

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<tr>
<th>NUMBER #</th>
<th>TEXT #</th>
<th>NUMBER #</th>
<th>TEXT #</th>
<th>TOTAL AMOUNT</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl. No.</td>
<td>Item Description</td>
<td>Quantity</td>
<td>Units</td>
<td>In INR</td>
<td>In INR</td>
</tr>
<tr>
<td>1</td>
<td>Original Lead for Post Production Maintenance and Production Support of the Indian Customs Risk Management System Application Software and for Providing Services for Improved Risk Analysis &amp; Management</td>
<td>1.000 Persons</td>
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<tr>
<td>2</td>
<td>Team Lead for Production Maintenance</td>
<td>2.000 Persons</td>
<td></td>
<td></td>
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<td>3</td>
<td>Team Member for Production Maintenance</td>
<td>3.000 Persons</td>
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<td></td>
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<td>4</td>
<td>Team Lead for Production Support</td>
<td>2.000 Persons</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Team Member for Production Support</td>
<td>14.000 Persons</td>
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<td>6</td>
<td>Team Lead for Data Validation/Calibration &amp; Lab Analysis</td>
<td>1.000 Persons</td>
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<td>7</td>
<td>Team Member for Data Validation/Calibration &amp; Lab Analysis</td>
<td>1.000 Persons</td>
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<td>8</td>
<td>Team Lead for Universal VBA Application (UVA)</td>
<td>1.000 Persons</td>
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<td>9</td>
<td>Team Member for Universal VBA Application (UVA)</td>
<td>3.000 Persons</td>
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<td>10</td>
<td>Operational Cost</td>
<td>2.000 Persons</td>
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<th>Executed Minutes of Meeting</th>
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<td>Executed Minutes of Meeting</td>
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INR Zero Only
10. Annexure C: Performance Bank Guarantee

Ref: ___________________________ Date: ___________________________

Bank Guarantee No. ______________________

To

The

1. Following acceptance of the RFP No. ____________ date ____________ covering supply of ________________ (hereinafter called the said ‘contract’) entered into between the President of India acting through Principal Additional Director General, Risk Management Centre for Customs, Central Board of Indirect Taxes and Customs, Mumbai, hereinafter called the Purchaser and ________________ (hereinafter called the Vendor) this is to certify that at the request of the Vendor we ______________________ Bank are holding in trust in favour of the Purchaser, the amount of ______________________ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, in respect of whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof that has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We ______________________ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e till ___________ (viz. the date up to 36 months after the date of signing of the contract) hereinafter called the said date and that if any claim accrues or arises against us ______________________ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us ______________________ Bank, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us ______________________ Bank, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we ______________________ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Vendor shall have no claim against us for making such payment.
5. We, _______________ Bank further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _______________ Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date ____________________________

Place ____________________________  Signature ____________________________

Witness ____________________________  Printed Name ____________________________

(Bank’s common seal)
11 ANNEXURE D – Non-Disclosure Agreement

11.1- Annexure D1 Non-Disclosure Agreement (Corporate)

This Non-Disclosure Agreement (hereinafter referred to as “NDA”) is entered into on this ................. day of .............2021 BETWEEN the President of India acting through the Principal Additional Director General, Risk Management Centre for Customs, Central Board of indirect Taxes & Customs, Mumbai, the Government of India (hereinafter referred to as the “Discloser” or the “Purchaser” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and assigns) having its office at 13, Sir Vithaldas Thackersey Marg, Opp. Patkar Hall, New Marine Lines, Mumbai – 400 020 the party of the First Part;

AND

(Please specify SP) company incorporated under the Indian Companies Act, 1956, having its registered office at (Address of the Company) India (hereinafter the “Recipient” or the “Lead Bidder” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and assigns) acting for and on behalf of the SP, whose bid for providing Services, has been accepted by Purchaser; the Party of the Second Part; The Discloser and the Recipient shall be hereinafter jointly referred to as Parties and singly as Party.

WHEREAS

1. The Recipient has entered into a contract with Discloser for Post Production Maintenance and production support of the existing RMS Application software and for providing services for refined risk analysis (hereinafter referred to as the “Contract”) wherein the Recipient is to provide Services to the Discloser on the terms and conditions contained therein.

2. Pursuant to the terms of the Contract, the Recipient is required to enter into a NDA in terms of clause __________ of the Contract with the Discloser with respect to all the information disclosed by the Discloser to the Recipient, the SP and the SP’s Team for the provision of the Services under the Contract.

3. Thus, the Parties have agreed to enter into this NDA to protect confidential and proprietary information belonging to the Discloser, on the terms and conditions contained herein. NOW, THEREFORE, in consideration of the premises, covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

1. Definitions:
   All the defined terms used herein which are not specifically defined herein shall have the meaning ascribed to them under the Contract. Additionally, the following words shall have the meaning as prescribed to the hereunder:
1.1 “Authorized Personnel” are those employees, officers or directors of the Recipient and the SP who need to know the Confidential Information for the provision of the Services and who have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions similar to those of this NDA.

1.2 “Derivatives” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

2. Responsibilities of the Recipient:
2.1 The Recipient agrees that, during the term of this NDA, and after the termination of this NDA, it will not make use of, disseminate, or in any way disclose any Confidential Information of the Discloser to any person, firm or business, or any other third party, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the Discloser and for any purpose the Discloser may hereafter authorize in writing. Furthermore, the Recipient shall not report the terms and conditions of the Contract, this NDA and anything with respect to any business discussions, negotiations or agreements in progress between the Discloser and Recipient, to the public media without prior written approval of Discloser.

2.2 The Recipient agrees that it shall disclose the Confidential Information only to the duly Authorized Personnel.

2.3 The Recipient represents that it will exercise highest degree of care to protect the Confidential Information, which includes, at a minimum, limiting access of Confidential Information solely to Authorized Personnel, and by marking such confidential material with a legend in a form similar to the following format: “CONFIDENTIAL INFORMATION OF CBIC.”

2.4 The Recipient expressly agrees that the SP shall treat all Confidential Information as confidential and shall not disclose the same to any third party irrespective of the fact if it is marked confidential or not.

2.5 Recipient agrees that it will not and shall ensure that SP and the SP’s Team does not modify, reverse engineer, de-compile, create other works, forms, reports, data models or disassemble any software programs contained in the Confidential Information unless otherwise specified in writing by the Discloser.

2.6 All materials which are designated in writing or other tangible form to be the property of the Discloser, shall remain the property of the Discloser and shall be returned to it at its request, together with any copies thereof, within five (5) days of such request, or upon termination or expiration of this NDA, or upon the Recipient’s determination that it no longer has a need for such information.

2.7 Neither Discloser nor Recipient shall communicate any information to the other in violation of the proprietary rights of any third party.
2.8 Neither this NDA nor the disclosure or receipt of Confidential Information shall be construed as creating any obligation on the Discloser to furnish information to the Recipient or to enter into any agreement or relationship with the Recipient with respect to mutual business.

2.9 The obligations of the Recipient with regard to its obligations under this NDA shall cease to the extent that the Recipient can prove that the disclosed Confidential Information was –

a) Rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Discloser;

b) as of the time of its disclosure, part of the public domain;

c) subsequently learned from a third party; or it was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser;

d) communicated in response to a valid order by a Court of competent jurisdiction or other governmental body, but only to the extent of and for the purposes of such order; provided however, that the Recipient shall first notify the Discloser in writing and permit the Discloser to seek an appropriate protective order;

e) previously known by the Recipient without any obligation to hold it in confidence

f) approved for release by written authorization of the Discloser, but only to the extent of such authorization.

2.10 This NDA shall govern all communications between the Discloser and Recipient that are made during the period from the Effective Date to the date on which the Recipient receives from the Discloser written notice that subsequent communications shall not be so governed.

2.11 The obligations under this NDA will survive for a period of 5 (five) years after the term of the Contract or such extended period as the Purchaser may allow.

2.12 The Recipient recognizes that the Discloser has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Discloser’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Recipient agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary for rendering the Services to the Discloser in accordance with the terms of the Contract.

2.13 In the event that any team member of the Recipient teams resigns from its employment, the Recipient shall require the employee to agree to inform the new employer about his rights and limitations with respect to the confidentiality obligations towards the Discloser under this NDA.

3. Ownership of Confidential Information and Other Materials.

3.1 All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remains the property of Discloser in perpetuity and no license or other rights to Confidential Information is granted or implied hereby.
RFP document - Risk Management System for Indian Customs

3.2 All materials (including, without limitation, documents, drawings, models, apparatus, sketches, design and lists) furnished to Recipient by Discloser, and which are the property of Discloser, shall remain the property of Discloser in perpetuity and shall be returned to Discloser promptly, but in any event within 5 days of the Discloser’s request, together with any copies thereof and the Recipient shall not retain any copy of the Confidential Information with itself.

4. Undertaking:

4.1 Recipient, for and on behalf of SP, undertakes to put in place such methods of control as are necessary to ensure that no person in its or its consortium partners’ employment, except one who has been expressly authorized to do so, is able to copy, transfer, or take away Confidential Information at any time during such person’s deployment on the Discloser’s Project. If such person leaves the Recipient’s or its consortium partners’ employment at any time or for any reason, Recipient shall ensure that such person is debriefed to the Discloser’s satisfaction, and also that all passwords or other access rights to the Discloser’s RMS application are taken away from such person before he/she leaves the employment of the Recipient.

4.2 Recipient agrees and undertakes on behalf of SP that during the course of the engagement and for a period of 18 (eighteen) months immediately following the termination of the relationship with the Discloser for any reason, whether with or without good cause or for any or no cause, at the option either of the Discloser or itself, with or without notice, Recipient will not, either directly or indirectly, interfere with the Discloser’s contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Discloser’s contracts and relationships list.

4.3 Recipient acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by the Recipient would be a breach of this NDA and may cause immediate and irreparable harm to the Discloser or to its taxpayers; (b) Recipient affirms that damages or injury sustained by the Discloser or to its taxpayer may be impossible to measure accurately or remedy fully. Therefore, Recipient acknowledges that in the event of such a breach, the Discloser shall have the right to seek injunctive relief without prejudice to its all other legal rights. In addition, Recipient shall indemnify the Discloser of the actual cost, losses and damages. Moreover, the Discloser shall be entitled to take criminal actions against Recipient (including its employees) besides recovering all costs (including reasonable attorneys’ fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this NDA by Recipient (including its employees).

5. Dispute Resolution

5.1 If during the subsistence of this NDA or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this NDA or regarding any question, including as to whether the termination of this NDA by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as
soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than 30 (thirty) days, gives 30 (thirty) days’ notice to refer the dispute to arbitration to the other Party in writing.

5.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Delhi, India. The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in English language. All the disputes hereunder shall be decided by an arbitral tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the arbitrators so appointed shall appoint the third arbitrator who will act as presiding arbitrator. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of third arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the arbitrators/presiding arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed/made, shall appoint the arbitrator/presiding arbitrator upon request of one of the parties.

5.3 The arbitral tribunal shall give reasoned award and the same shall be final, conclusive and binding on the Parties. The fees of the arbitrator shall be borne by the Parties nominating them and the fee of the presiding arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.

5.4 Notwithstanding anything contained herein if any dispute relating to or arising in relation to the Confidential Information arises between the Discloser and the Recipient under the provisions of the Contract and the same is referred to arbitration, or an arbitration panel has been or is in the process of being formed hereunder, then the Parties herein agree that such arbitration panel shall be the arbitration panel for the purposes of this NDA.

6. TERM AND TERMINATION

This NDA shall come into force on and from the Effective Date and shall remain in full force and effect till the Contract is in force and this NDA is not terminated by the Parties in accordance with the terms of this Agreement. Discloser may terminate this Agreement forthwith if the Recipient is liquidated or dissolved, except when such liquidation, termination, or dissolution is pursuant to a merger or corporate reorganization for tax purposes.

7. GENERAL PROVISIONS

7.1 Entire Agreement: This NDA supersedes all previous negotiations, writings, commitments or agreements between the parties in respect of the subject matter hereof. Except as provided herein, this NDA may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by both Discloser and Recipient.

7.2 Severability: The invalidity or unenforceability of any terms of this NDA shall not affect the validity or enforceability of the remaining terms and provisions, which shall remain in full force and effect unless such invalidity and unenforceability substantially alters the underlying
intent of this NDA or where the invalid or unenforceable provision comprises an integral part of or are otherwise inseparable from the remainder of this NDA.

7.3 **Non-waiver**: The failure or delay of either Discloser or Recipient to enforce at any time any provisions of this NDA shall not constitute a waiver of such right thereafter to enforce each and every provision of this NDA.

7.4 **Notices**: All notices or reports permitted or required under this NDA shall be in writing and shall be by personal delivery, telegram, fax transmission or by internally recognized courier services and shall be deemed to be given upon personal delivery to an internationally recognized courier service. Notices shall be sent to the addresses set forth at the preamble of this NDA or such other address as either Discloser or Recipient may specify in writing.

7.5 **Assignment**: The Recipient will not at any point assign or transfer any rights or obligations under this NDA with or without the prior written consent of the Discloser. This NDA shall be binding on the Recipient's representatives (as approved by the Discloser), executors, administrators, as the case may be.

7.6 **Legal Fees**: If any dispute arises between the Parties with respect to the matters covered by this NDA which leads to a proceeding to resolve such dispute, the non-defaulting party in such proceeding shall be entitled to receive its reasonable attorney's fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief that may be awarded.

7.7 **Survival**: The confidentiality obligations under this NDA shall survive the termination of this NDA.

7.8 **Jurisdiction**: This NDA shall be interpreted in accordance with the Indian Laws and shall be subject to jurisdiction of Courts at Mumbai.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN SIGNED ON THIS THE __________ DAY OF ___________ 2021 BY.

Name

Signature

Designation

Date
This Non-Disclosure Agreement (hereinafter referred to as “Individual NDA”) is entered into on this................ day of ............. 2021 BETWEEN The President of India acting through the Principal Additional Director General, Risk Management System, Directorate General of Systems and Data Management, Customs and Central Excise, the Government of India (hereinafter referred to as the “Discloser” or the “Purchaser” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and assigns) having its office at 13, Sir Vithaldas Thackersey Marg, Opp. Patkar Hall, New Marine Lines, Mumbai – 400 020 the party of the First Part;

AND

[insert the details of the employees or the contractors] son/daughter of [___], resident of [___] (hereinafter the “Recipient” which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and assigns) the Party of the Second Part.

The Discloser and the Recipient shall be hereinafter jointly referred to as Parties and singly as Party.

WHEREAS

1) The Discloser has entered into a contract dated [___] (hereinafter known as “Contract”) with the Lead Bidder for and on behalf of

for Post Production Maintenance and production support of the existing RMS Application software and for providing services for refined risk analysis as per the terms and conditions of the Contract

2) The Recipient is in the employment of [insert name of company] since [insert date], holding employee code number [insert employee code] and is deployed by [insert name of company] to work on Discloser’s Project in the capacity of [insert role or designation]

3) Pursuant to the terms of the Contract (clause), the and each employee of the Vendor i.e., the Recipient is required to enter into a nondisclosure agreement in his /her individual capacity with the Discloser, with respect to all the information disclosed by the Discloser to the Recipient, the Vendor and the Vendor’s Team for the provision of the Services under the Contract

4) The Parties have agreed to enter into this individual non-disclosure agreement to protect confidential and proprietary information belonging to the Discloser on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises, covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:
1. Definitions:

All the defined terms used herein which are not specifically defined herein shall have the meaning ascribed to them under the Contract. Additionally, the following words shall have the meaning as prescribed to the hereunder:

1.1 “Authorized Personnel” are those employees, officers or directors of the Vendor/Service Provider who need to know the Confidential Information for the provision of the Services and who have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions similar to those of this Individual NDA.

1.2 “Derivatives” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

2. Responsibilities of the Recipient:

2.1 The Recipient agrees that, during the term of this Individual NDA and after the termination of this Individual NDA, it will not make use of, disseminate, or in any way disclose any Confidential Information of the Discloser to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel authorized representatives of the Discloser and for any purpose the Discloser may hereafter authorize in writing. Furthermore, the Recipient shall not report the terms and conditions of the Contract, this Individual NDA and anything with respect to any business discussions, negotiations or agreements in progress between the Discloser and Recipient, to the public media without prior written approval of Discloser.

2.2 The Recipient agrees that it shall disclose the Confidential Information only to the duly Authorized Personnel.

2.3 The Recipient agrees that it shall treat all Confidential Information with the highest degree of care as it accords to his/her own Confidential Information. The Recipient represents that it will exercise reasonable care to protect the Confidential Information, which includes, at a minimum, limiting access of Confidential Information solely to Authorized Personnel, and by marking such confidential material with a legend in a form similar to the following format: “CONFIDENTIAL INFORMATION OF CBIC.”

2.4 The Recipient expressly agrees that it shall treat all Confidential Information as confidential and shall not disclose the same to any third party irrespective of the fact if it is marked confidential or not.

2.5 The Recipient agrees that it will not modify, reverse, engineer, decompile, copy, transfer, create other works, forms, reports, data models or disassemble any software programs contained in the Confidential Information unless otherwise specified in writing by the Discloser.
2.6 All materials which are designated in writing or other tangible form to be the property of the Discloser, shall remain the property of the Discloser and shall be returned to it at its request, together with any copies thereof within 5 (five) days of such request, or upon termination or expiration of this Individual NDA, or upon the Recipient’s determination that it no longer has a need for such information.

2.7 Neither Discloser nor Recipient shall communicate any information to the other in violation of the proprietary rights of any third party.

2.8 The Recipient acknowledges that during the course of his/her engagement on Discloser’s project, he/she may come across Confidential Information of Discloser which relates to taxpayer information, trade details, transaction details, price and quantity data, and such other data which if disclosed, may cause loss of goodwill and monetary damage to taxpayer(s) and/or Discloser; and agrees that he/she will take all possible care to protect such Confidential Information from unauthorised disclosure, and that he/she will not copy, transfer, print, email any information, report, document, image or any other form of reproduction of data, except as authorised by Discloser.

2.9 Neither this Individual NDA nor the disclosure or receipt of Confidential Information shall be construed as creating any obligation on the Discloser to furnish information to the Recipient or to enter into any agreement or relationship with the Recipient with respect to mutual business.

2.10 The obligations of the Recipient with regard to its obligations under this Individual NDA shall cease to the extent that the Recipient can prove that the disclosed Confidential Information was –
   i. Rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Discloser;
   ii. As of the time of its disclosure, lawfully part of the public domain;
   iii. Subsequently learned from a third party; or it was developed by the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser;
   iv. Communicated in response to a valid order by a Court of competent jurisdiction or other governmental body, but only to the extent of and for the purposes of such order; provided however, that the Recipient shall first notify the Discloser in writing and permit the Discloser to seek an appropriate protective order;
   v. Previously known by the Recipient without any obligation to hold it in confidence;
   vi. Approved for release by written authorization of the Disclosure, but only to the extent of such authorization.

2.11 This Individual NDA shall govern all communications between the Discloser and Recipient that are made during the period from the date of this Individual NDA to the date on which the Recipient receives from the Disclosure written notice that subsequent communications shall not be so governed.

2.12 The obligations under this section will survive for a period of 5 (five) years after the term of the Contract or such extended period as the Purchaser may allow.
2.13 The Recipient recognizes that the Discloser has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Discloser’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Recipient agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary for rendering the Services to the Discloser in accordance with the terms of the Contract.

2.14 In the event the Recipient resigns from the employment of SP, the Recipient shall inform his/her new employer about his/her rights and limitations with respect to the confidentiality obligations towards the Discloser under this Individual NDA.

3. Ownership of Confidential Information and Other Materials.

3.1 All Confidential Information, and any Derivatives thereof whether created by Discloser or Recipient, remains the property of Discloser in perpetuity and no license or other rights to Confidential Information is granted or implied hereby.

3.2 All materials (including, without limitation, documents, drawings, models, apparatus, sketches, design and lists) furnished to Recipient by Discloser, and which are the property of Discloser, shall remain the property of Discloser in perpetuity and shall be returned to Discloser promptly, but in any event within 5 days of the Discloser’s request, together with any copies thereof and the Recipient shall not retain any copy of the Confidential Information with itself.

4. Undertaking:

4.1 Recipient shall not copy, transfer, or take away Confidential Information at any time during his deployment on the Discloser’s Project. If the Recipient leaves the employment of the SP at any time or for any reason, then the Recipient shall, before leaving the employment of SP, surrender all passwords or other access rights to the Disclosers.

4.2 Recipient agrees and undertakes that during the course of the engagement and for a period of 18 (eighteen) months immediately following the termination of the relationship with the Discloser for any reason, whether with or without good cause or for any or no cause, at the option either of the Discloser or itself, with or without notice, Recipient will not, either directly or indirectly, interfere with the Discloser’s contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Discloser’s contracts and relationships list.

4.3 Recipient acknowledge that (a) any actual or threatened disclosure or use of the Confidential Information by the Recipient would be a breach of this Individual NDA and may cause immediate and irreparable harm to the Discloser or to its ultimate assessee; (b) Recipient affirms that damages or injury sustained by the Discloser or to its assessee may be impossible to measure accurately or remedy fully. Therefore, Recipient acknowledges that in the event of such a breach, the Discloser shall have the right to seek injunctive relief without prejudice to its all other legal rights. In addition Recipient shall indemnify the Discloser of the
actual cost, losses and damages suffered by the Discloser. Moreover, the Discloser shall be entitled to take criminal actions against Recipient besides recovering all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this Individual NDA by Recipient.

5. Dispute Resolution

5.1 If during the subsistence of this Individual NDA or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Individual NDA or regarding any question, including as to whether the termination of this Individual NDA by one Party here to has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than 30(thirty) days, gives 30 (thirty) days' notice to refer the dispute to arbitration to the other Party in writing.

5.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Delhi, India. The Arbitration proceeding shall be governed by the substantive laws of India. The proceedings of Arbitration shall be in English language. All the disputes hereunder shall be decided by an arbitral tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the arbitrators so appointed shall appoint the third arbitrator who will act as presiding arbitrator. In case, a party fails to appoint an arbitrator within 30 (thirty) days from the receipt of the request to do so by the other party or the two arbitrators so appointed fail to agree on the appointment of third arbitrator within 30 (thirty) days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International Commercial Arbitration) shall appoint the arbitrators/presiding arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/presiding arbitrator upon request of one of the parties.

5.3 The arbitral tribunal shall give reasoned award and the same shall be final, conclusive and binding on the Parties. The fees of the arbitrator shall be borne by the Parties nominating them and the fee of the presiding arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.

5.4 Notwithstanding anything contained herein if any dispute relating to or arising in relation to the Confidential Information arises between the Disclosure and the Recipient under the provisions of the Contract and the same is referred to arbitration, or an arbitration panel has been or is in the process of being formed thereunder, then the Parties herein agree that such arbitration panel shall be the arbitration panel for the purposes of this Individual NDA.

6. TERM AND TERMINATION

This Individual NDA shall come into force on the date first written above and shall remain in
full force and effect till this Individual NDA is not terminated by the Parties in writing.

7. GENERAL PROVISIONS

7.1 Entire Agreement: This Individual NDA supersede all previous negotiations, writings, commitments or agreements between the parties in respect of the subject matter hereof. Except as provided herein, this Individual NDA may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by both Discloser and Recipient.

7.2 Severability: The invalidity or unenforceability of any terms of this Individual NDA shall not affect the validity or enforceability of the remaining terms and provisions, which shall remain in full force and effect unless such invalidity and unenforceability substantially alters the underlying intent of this Individual NDA, or where the invalid or unenforceable provision comprises an integral part of or are otherwise inseparable from the remainder of this Individual NDA.

7.3 Non-waiver: The failure or delay of either Discloser or Recipient to enforce at any time any provisions of this Individual NDA shall not constitute a waiver of such right thereafter to enforce each and every provision of this Individual NDA.

7.4 Notices: All notices or reports permitted or required under this Individual NDA shall be in writing and shall be by personal delivery, telegram, fax transmission or by internally recognised courier services and shall be deemed to be given upon personal delivery to an internationally recognized courier service. Notices shall be sent to the addresses set forth at the preamble of this Individual NDA or such other address as either Discloser or Recipient may specify in writing.

7.5 Assignment: The Recipient will not at any point assign or transfer any rights or obligations under this Individual NDA with or without the prior written consent of the Discloser. This Individual NDA shall be binding on the Recipient’s representatives (as approved by the Discloser), executors, administrators, as the case may be.

7.6 Legal Fees: If any dispute arises between the parties with respect to the matters covered by this Individual NDA which leads to a proceeding to resolve such dispute, the non-defaulting party in such proceeding shall be entitled to receive its reasonable attorney’s fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief that may be awarded.

7.7 Survival: The confidentiality obligations under this Individual NDA shall survive the termination of this Individual NDA.

7.8 Jurisdiction: This Individual NDA shall be interpreted in accordance with the Indian Laws and shall be subject to jurisdiction of Courts at Mumbai.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN SIGNED ON THIS THE ____________ DAY OF __________ 2021 BY.
12. Annexure E: Pre-qualification Check list

This Annexure should be submitted attaching all documentation as required by the RFP to establish prequalification of the Bidder along with supporting documents.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Whether the Bidder qualify the criteria (Yes/No)</th>
<th>Whether Documents evidencing fulfillment of the criteria provided (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>Copy of Certificate of Incorporation, Copy of PAN, VAT Certificate/Service Tax/GST Registration Certificate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Relevant Experience</td>
<td>Completion Certificate from the Client or Work Order + Phase Completion Certificate from the Client</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Financial Turnover</td>
<td>Extract from the audited balance sheet for the last three years + CA certified turnover details from IT services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Man-power strength</td>
<td>Self-certification by the authorized signatory of the company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Black listing</td>
<td>Self-certification by the company secretary of the company</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
13. Annexure F: Draft Contract Form

THIS AGREEMENT made on the __________ day of 2021 between the President of India acting through the Principal Additional Director General, Risk Management Centre for Customs, Central Board of Indirect Taxes and Customs, Mumbai (hereinafter “the Purchaser”) of one part and (Name of Vendor) (hereinafter “the Vendor”) of the other part:

WHEREAS the Purchaser is desirous that certain goods and services should be provided by the Vendor, as detailed in the table below and at Clause 4 of this contract and has accepted a bid by the Vendor for the supply of those Goods and Services for the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   a) the Schedule of Requirements Software Specifications.
   b) the general Conditions of Contract
   c) the Purchaser’s Notification of Award.
   d) The Technical Bid of the successful Bidder.
   e) The Financial Bid of the successful Bidder.
   f) The RFP document along with all annexures, corrigendum’s thereto and clarifications thereon.

3. In consideration of payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Vendor in consideration of the provisions of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the goods and services that shall be supplied/provided by the Vendor are as under:

1. **Cost of Resources for Post Production Maintenance:**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Type of Resource</th>
<th>No. of Resources</th>
<th>Cost per Resource (in Rs)</th>
<th>Total Cost per Annum excluding Taxes (in Rs)</th>
<th>Total Cost for 3 years excluding Taxes (in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>0.33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Team Lead</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>3</td>
<td>Team Member</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Cost of Resources for Production Support:**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Type of Resource</th>
<th>No. of Resources</th>
<th>Cost per Resource (in Rs)</th>
<th>Total Cost per Annum excluding Taxes (in Rs)</th>
<th>Total Cost for 3 years excluding Taxes (in Rs)</th>
</tr>
</thead>
</table>
### 3. Cost of Resources for providing Services for Refined Risk Analysis:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Type of Resource</th>
<th>No. of Resources</th>
<th>Cost per Resource (in Rs)</th>
<th>Total Cost per Annum excluding Taxes (in Rs)</th>
<th>Total Cost for 3 years excluding Taxes (in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>0.33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Team Lead</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Team Member</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Statistician</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 4. Operational Cost

<table>
<thead>
<tr>
<th>Operational Cost (per Annum) [inRs.]</th>
<th>Operational Cost for 3 Years [inRs.]</th>
</tr>
</thead>
</table>

Grand Total 1: Total cost of project (for 3 years) exclusive of all Taxes [in Rs.].
Grand Total 2: Total cost of project (for 3 years) inclusive of all Taxes [in Rs.].

**IN WITNESS** Whereof the parties hereto have caused this Agreement to be executed in accordance with respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said ___________________________  Said ___________________________
Principal Additional Director General, (For the Vendor)
Risk Management Centre for Customs,
Central Board of Indirect Taxes and Customs,
Mumbai (For the Purchaser)

In the presence of ___________________________  In the presence of ___________________________
14. Annexure G: SLA Schedule

14.1 Introduction
This section outlines the key service level requirements for the Project, which need to be ensured by the Vendor during the contract period. These performance requirements shall be strictly imposed and a third party audit/certification agency can be deployed by CBIC for certifying the performance of the Vendor against the target performance metrics as outlined in the table below. The SLA monitoring shall be performed/reviewed on a regular basis. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. CBIC and Vendor.

14.2 SLA Definition
The service levels would be a part of the master agreement between CBIC and the Vendor towards providing the services mentioned in this document. The SLA specifies the expected levels of service to be provided by the Vendor to the various stakeholders of the Project. This expected level is also called the baseline service level. Except the SLA at No. 5, all the SLA will come into force after a period of 6 (six) months from the date of signing the Contract. The SLA at S. No. 5 will come into force after a period of 7 (seven) months from the date of signing the Contract. Please refer to the table below for the definition and associated parameters of service levels

<table>
<thead>
<tr>
<th>S.No.</th>
<th>SLA Category</th>
<th>Definition</th>
<th>Metrics</th>
<th>Liquidated Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Problem Reporting (PR) response time</td>
<td>Time taken to respond to a PR (24*7, all days). The response includes informing the User and/or CBIC and/or forwarding the call to the technical resolution team. L1, L2 and L3.</td>
<td>Within 30 minutes of the problem reported.</td>
<td>Rs. 1000/- per delayed response, for every delay of 30 minutes, in case of each problem reported.</td>
</tr>
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<td></td>
</tr>
</tbody>
</table>
| 2 | Time to resolve | Problems reported/noticed should be resolved immediately. If non-resolution thereof results in situations amounting to Severity 1, Severity 2, Severity 3 or Severity 4 Liquidated Damages as specified in Column 5 will be imposed. | a) Rs. 20000/- for Severity Level 1  
b) Rs. 15000/- for Severity Level 2  
c) Rs. 10000/- for Severity Level 3  
d) Rs. 1000/- for Severity Level 4 |
|   |   | Time taken to resolve the reported problem. L1, L2 and L3 and any immediate requirements given by the Purchaser. |   |
| 3 | On Time Delivery of Maintenance work including Enhancements and Change Requests | i) 100 % within the time specified by the Purchaser (in respect of all categories of enhancements viz. Small, Medium and Large Enhancements) if the enhancement has a direct bearing on BE/SB/IGM processing.  
ii) 90 % within the time specified by the Purchaser, in all other cases, counted on a monthly basis. | For variance (in number of days) between the actual and agreed time  
(i) As regards enhancements Rs. 15000/- for Large Enhancements, Rs. 10000/- for Medium Enhancements and Rs. 5000/- for Small Enhancements for delay of each week or part thereof, beyond the expiry of the timeline.  
(ii) As regards CR an amount equivalent to the cost calculated by the Vendor per day while submitting the Change request shall be deducted as Liquidated damages for each week (or part thereof) of delay in deploying the changes in the pre-production server for UAT. The same amount shall be deducted for every day of delay in deploying the changes in the Production Server |
after the communication of approval by the Purchaser, post UAT. However, in respect of both the Enhancements and the CRs, the liquidated damages may extend to Rs. 25,000/- per week if the delay in patch application has affected the Purchaser’s business.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Availability of the RMS Application</td>
<td>99.98% (To be measured by the Purchaser using a System tool or MIS report generated from the system)</td>
</tr>
<tr>
<td></td>
<td>Uptime = 1 – [Application downtime/Total time 24 hrs.*100]. Excluding the planned downtime.</td>
<td>Rs. 10,000/- Liquidated damages for downtime beyond 10 minutes for every 10 minutes or part thereof, measured on a daily basis.</td>
</tr>
<tr>
<td>5</td>
<td>End to end processing time.</td>
<td>Rs. 100/- for each minute of delay beyond 60 seconds processing time. Note: (a) The SLA will be measured weekly by the Purchaser using System tools or MIS reports. (b) This SLA will come into force at expiry of 6 months from the contract signing date. (c) The Vendor shall be liable to pay LDs under this SLA only for delays that are solely attributable to the Vendor.</td>
</tr>
<tr>
<td></td>
<td>Time required to process the BE/SB/IGM documents.</td>
<td>100% of transactions within 60 seconds.</td>
</tr>
<tr>
<td>6</td>
<td>First Time Right (FTR) in Issue Resolution, enhancements and changes</td>
<td>First Time Right (FTR) in Resolution of the issue, enhancements and changes for both Pre-Production and Production</td>
</tr>
<tr>
<td>7</td>
<td>First Time Right (FTR) in Data Queries</td>
<td>First Time Right (FTR) in Data Queries</td>
</tr>
<tr>
<td>8</td>
<td>Documentation</td>
<td>Time to deliver the documentation (delivery of incomplete or defective documentation would amount to the documentation not having been delivered)</td>
</tr>
<tr>
<td>9</td>
<td>Updation of documents</td>
<td>Vendor shall update the main documents which would be specified in the Contract after every change.</td>
</tr>
</tbody>
</table>

a) In respect of i) in column 4), Rs. 10000/- for each case in Production and Rs. 5000/- for each case in Pre-Production. b) In respect of ii) in column 4) Rs.5000/- for each case in Production and Rs. 2500/- for each case in Pre-Production for each case over the permissible limit. FTR calculated on a monthly basis by taking the whole requirement of any item of work rather than by the number of patches.

Rs. 5000/- per case over the permissible limit of 10% FTR calculated on monthly basis

Rs. 5000/- per week beyond the stipulated 30 days from the date of implementation.

Rs. 5000/- per week beyond the stipulated period of 7 days.
<table>
<thead>
<tr>
<th>Synchronization of Development, Pre Production and Production environments</th>
<th>The Vendor shall ensure synchronization of Development, Pre-Production and Production environment all the time at DC and DR</th>
<th>Zero tolerance.</th>
<th>Rs. 10,000/- for each such instances of Non-Synchronization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Synchronization of codes, logic and database as per the agreed/approved documents</td>
<td>The code, logic and database existing in the Application should be always as per the agreed/approved documents. If any deviation noticed at any point of time, LD as specified will be imposed</td>
<td>Zero tolerance.</td>
<td>Rs. 10,000/- for each such instances of Non-Synchronization</td>
</tr>
<tr>
<td>Correct projection of Change Requests</td>
<td>Routine maintenance / enhancements not to be projected/claimed as &quot;Change Request&quot;</td>
<td>If such projection/claim is made on more than three occasions in a year, liquidated damages as indicated in Column 5 would be imposed.</td>
<td>Rs 5000/- per instance for erroneous projection of Change Request beyond permissible three occasions.</td>
</tr>
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<td></td>
<td></td>
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<tr>
<td>---</td>
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<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>13</strong></td>
<td><strong>Changes in the Application</strong></td>
<td>Any change in existing application and database in the pre-production / production servers software / design / programme / database, etc. shall be done after Purchaser's approval only (Clause 4.3.15 of this RFP refers) and no unapproved changes would be carried out. While taking approval, every change which is being contemplated shall be clearly detailed with specifics.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>100% compliance</strong></td>
<td></td>
</tr>
<tr>
<td><strong>14</strong></td>
<td><strong>Non-corruption of existing functionality and prevention of new Bug while deploying patches</strong></td>
<td>Non-corruption of existing functionality and prevention of new Bug</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Zero Tolerance.</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 50,000/- for each case of default. Suitable administrative action on the resource responsible for the lapse may also be taken.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 5000/- to Rs. 50000/- per case measured quarterly.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Proper KT(Knowledge Transfer) and HOTO(Handing Over Taking Over) process</td>
<td>The Vendor shall ensure proper and complete KT and HOTO process during the currency of the Contract arising out of this RFP when any employee is replaced. In all cases of termination of contract, whether on expiration of contract period or otherwise, the Vendor shall ensure proper KT and HOTO process to the successor Vendor / agency to the satisfaction of the Purchaser.</td>
<td>Zero Tolerance. a)In respect of KT and HOTO to a new resource of the Vendor, an amount equal to the cost of the said new resource since deployment till the date of imposition of Liquidated Damages. The Liquidated Damages will not exceed the cost of the said resource for 3 months. b)In respect of KT and HOTO to the successor Vendor/Agency/ any person authorized by the Purchaser, an amount equal to 1% of the Contract Value.</td>
</tr>
<tr>
<td>16</td>
<td>Proper version control and knowledge management</td>
<td>The Vendor shall ensure that the RMS artefacts including source code, documents, correspondences, understanding documents, FRS, SRS, design, logic, record of decisions, RCAs test results etc. of all the versions of RMS (past [2.7], present [3.1] and future) are duly recorded and stored in the repository and retrieved from time to time, if required, to assist in the resolution of the problems. The Vendor shall also ensure that the RMS artefacts including source code, documents,</td>
<td>Zero tolerance. Rs. 5000/- in each case of understanding document, test result, record of decision, RCAs correspondence, etc. or failure to provide the same within the time specified by the Purchaser Rs. 1,00,000/- in each case of non-availability of FRS, SRS, Design, Logic etc or failure to provide the same within the time specified by the Purchaser. An amount equivalent to the contract value if the core content of the source code is lost / compromised / corrupted affecting the business of the Purchaser adversely.</td>
</tr>
</tbody>
</table>
14.2.1 The Vendor shall ensure 99.98% (Ninety Nine-point Nine eight percent) up-time. Up-time is defined as productive and error-free time of the computer system. Formula for uptime calculation is provided in Clause 3.17.

14.2.2 No down time is allowed unless permitted by the Purchaser. If the Systems remain down due to any reasons attributable to the Vendor, Liquidated Damages as indicated at Sr. No. 4 of the Table above would be levied. The following will not be included in calculation of the total downtime:

- Time lost due to equipment failure, power or environmental failures

**Note 1:** Notwithstanding anything contained in the table above, the Purchaser reserves the right to reduce/waive the liquidated damages in respect of any of the aforesaid SLA categories. The imposition of liquidated damages shall be without prejudice to other remedies available to the Purchaser under the Contract arising out of this RFP and/or any other Applicable Law.

**Note 2:** **Categories of Enhancements:**

a. Minor/Small Enhancements: Any enhancement work that requires less than 6 person days of effort. For example: Addition or removal of any GUI element like checkbox, popup, factor, etc in application.

b. Medium Enhancements: Any enhancement work that requires less than 15 person days of effort, e.g. Functionality which will trigger change in multiple existing GUI screens, processing logic within application like AEO facilitation corridor etc.

c. Large/Complex Enhancements: Any enhancement work that requires more than 15 person days of effort, e.g. Any new requirement involving integration testing, majority of change in business logic like Item level logic etc.

**Note 3:** Wherever the term Severity level is mentioned in the SLA or elsewhere in this document the same will have meaning as defined below:
**Severity Levels:**

<table>
<thead>
<tr>
<th>Severity 1 (Critical)</th>
<th>Severity 2 (High)</th>
<th>Severity 3</th>
<th>Severity 4 (Low)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Application failure / Vendor’s failure results in failure of Polling or disruption of one or more of any of the Corridors of RMS application eg. Rule Corridor, Target Corridor, Facilitation Corridor etc. for a continuous period of over 12 hours or more for BE / SB / IGM Processing or availability of Application to the users.</td>
<td>The Application failure / Vendor’s failure results in failure of Polling or disruption of one or more of any of the Corridors of RMS application eg. Rule Corridor, Target Corridor, Facilitation Corridor etc. for a continuous period of over 8 hours but less than 12 hours for BE / SB / IGM Processing or availability of Application to the users.</td>
<td>The Application failure / Vendor’s failure results in failure of Polling or disruption of one or more of any of the Corridors of RMS application eg. Rule Corridor, Target Corridor, Facilitation Corridor etc. for a continuous period of over 4 hours but up to 8 hours for BE / SB / IGM Processing or availability of Application to the users.</td>
<td>The Application failure / Vendor’s failure results in failure of Polling or disruption of one or more of any of the Corridors of RMS application eg. Rule Corridor, Target Corridor, Facilitation Corridor etc. for a continuous period of over 1 hour but up to 4 hours for BE / SB / IGM Processing or availability of Application to the users.</td>
</tr>
</tbody>
</table>

**14.3 SLA Monitoring**

The aforementioned SLA parameters shall be measured on a monthly basis through appropriate SLA Measurement tools to be designed / deployed by the Vendor for the purpose and can audited by a third party for accuracy and reliability. If the performance of the system/services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the Purchaser or an agency designated by them, the Purchaser will have the right to take appropriate corrective actions including termination of the contract arising out of this RFP.

The SLAs defined, may be reviewed on an annual basis, if the Purchaser so decides. All the changes in the SLAs would be made by Purchaser after consultation with the Vendor. The changes made should not result in undue financial advantage to the Vendor. The Purchaser would have the right to impose LD / terminate the contract arising out of this RFP in case of service levels breaching the lower limits.
15. Annexure- HTemplate for Bid Security Declaration

PROFORMA FOR BID SECURITY DECLARATION BY AUTHORISED OFFICIAL ONLY
(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

LETTER OF GUARANTEE

To
The Principal Additional Director General,
Risk Management Centre for Customs,
Central Board of Indirect Taxes & Customs,
13, Sir Vithaldas Thackersey Marg,
Opp. Patkar Hall, New Marine Lines,
Mumbai – 400 020.

IN ACCORDANCE WITH YOUR RFP No. 04/2020 dated................................................., M/s
....................................................................................................................(hereinafter called the “Bidder”) having its
Registered Office at ................................................., wish to participate in the said bid for Post
production maintenance and production support of the Indian Customs Risk Management
System (RMS) Application software and for providing services for refined risk analysis
specified and furnish Bid Security Declaration for an amount of Rs. 20,00,000/- (Rupees
Twenty Lakhs only) valid up to ..............................(180 days beyond the Bid validity
period), is required to be submitted by the bidder as a condition precedent for participating in
the said bid, which amount is liable to be enforced by the Purchaser on (1) the withdrawal or
revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter
of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to
execute the contract as per contractual terms and condition with in the contractual delivery
period and (4) on the happening of any contingencies mentioned in the bid documents.

Yours truly,

Signature and seal of the authorised official:
16. Annexure I – Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this RFP document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information useful for submitting online Bids on the CPP Portal may be obtained at: http://eprocure.gov.in/eprocure/app.

REGISTRATION

Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.

As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR RFP DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active RFPs by several parameters. These parameters could include RFP ID, Organization name, location, date, value etc. There is also an option of advanced search for RFPs, wherein the Bidders may combine a number of search parameters such as Organization name, form of contract, location, date, other keywords etc. to search for a RFP published on the CPP Portal.

Once the Bidders have selected the RFPs they are interested in, they may download the required documents / RFP schedules. These RFPs can be moved to the respective ‘My RFPs' folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the RFP Document.

The Bidder should make a note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the RFP document before submitting their Bids.
Please go through the RFP Advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the Bid Documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.

Bidder, in advance, should get ready the Bid Documents to be submitted as indicated in the RFP Document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

SUBMISSION OF BIDS
1. Bidder should log into the site well in advance for Bid submission so that he/she upload the Bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The Bidder has to digitally sign and upload the required Bid Documents one by one as indicated in the RFP Document.
3. Bidder should prepare the Bid Security Declaration as per the instructions specified in the RFP document.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid have been given as a standard BoQ format with the RFP document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) Cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded RFP documents become readable only after the RFP opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority for a RFP or the relevant contact person indicated in the RFP.

2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001002.
17. Annexure J – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

<table>
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<tr>
<th>#</th>
<th>Page No</th>
<th>Section (Name &amp; No.)</th>
<th>Statement as per RFP document</th>
<th>Query by bidder</th>
<th>Reason for Query</th>
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