

GOVERNMENT OF INDIA
MINISTRY OF FINANCE, DEPARTMENT OF REVENUE
DIRECTORATE GENERAL OF SYSTEMS AND DATA MANAGEMENT
CENTRAL BOARD OF INDIRECT TAXES AND CUSTOMS
4TH AND 5TH FLOOR, HOTEL SAMRAT
NEW DELHI - 110021

REQUEST FOR PROPOSAL



**Request for Proposal for running of Customs Service Centres at Select EDI sites of
Indian Customs**

RFP Number: F.No. IV(26)/43/2003-Systems Part III

Volume 2

Instruction to Bidders

Date of Publishing RFP: 09th November 2020

Date of Submission of Bids: 09th December 2020, 5:00 PM

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1. Data Sheet

Item	Description
Tender Inviting Authority	Director General (Systems), Central Board of Indirect Taxes and Customs, Department of Revenue, Ministry of Finance, Government of India.
Job Requirement	Running of Customs Service Centres at Select EDI sites of Indian Customs
Method of Selection	Lowest Cost Based Selection (LCBS) L1
Availability of RFP Documents	Can be downloaded free of cost from Central Public Procurement Portal (http://eprocure.gov.in/eprocure/app) or CBIC Website (www.cbic.gov.in)
Date of issuing of RFP	09 th November, 2020
Bid Security/ Earnest Money Deposit (EMD)	INR 20,00,000 (INR Twenty Lacs only) by DD or Bank Guarantee from any scheduled bank in favour of PAO DGPM, payable at New Delhi Bank Guarantee (as per format attached in Annexure 5 of Volume 2 of the RFP)
Last date for Submission of Pre-Bid Queries	18 th November 2020- 5:00 PM All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: Appointment of Service Provider for running of Customs Service Centres at Select EDI sites of Indian Customs. The queries should be submitted as per the format prescribed in Annexure 1. The Pre-Bid queries to be sent to the following Email Id: Servicecentre.Rfp@icegate.gov.in
Pre-Bid Conference Time, Date, & Venue	16 th November 2020- 3:00 PM A pre-Bid Conference may be organized, if deemed appropriate Venue: Conference Room, Directorate General of Systems, 4th Floor, Hotel Samrat, Kautilya Marg, New Delhi 110021 *Under the current circumstances, department may choose to organize the meeting virtually. The link for the meeting will be displayed on ICEGATE and CBIC Website. The list of Authorised representatives along with their Designation, Organisation Name, Mobile No, and Email id may be mailed to the following Email Id: Servicecentre.Rfp@icegate.gov.in
Publishing of Responses to pre-bid queries / corrigendum by CBIC – Date	23 rd November 2020 Note: Department shall not be obligated to respond to any or all the queries. Department may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central

Item	Description
	Public Procurement Portal or may send the same through e-mail or any other means.
Last date and time for Bid/Proposal submission (on or before)	<p>09th December 2020 – 3: 00 PM</p> <p>Proposals shall be uploaded in the format and mode as provided for in the Central Public Procurement Portal for this RFP and shall be digitally signed by the authorized signatory of the Bidder.</p> <p>Submission of following physical documents in a sealed envelope either in Person, Post or Courier before 5:00 pm on 09th December 2020</p> <ul style="list-style-type: none"> - EMD DD/Bank Guarantee - Integrity Pact - Covering Letter
Contents of the Bid / Proposal	<p>The submission of the Bid shall comprise of two documents, as detailed below:</p> <ul style="list-style-type: none"> • Document 1 titled “Technical Proposal for Appointment of Service Provider for running of Customs Service Centres at Select EDI sites of Indian Customs” shall contain the Technical bid (Section 3.4.1) • Document 2 titled “Commercial Proposal for Appointment of Service Provider for running of Customs Service Centres at Select EDI sites of Indian Customs” shall contain the Commercial bid (Section 3.4.2) <p>The Bid would also be required to be submitted online on CPP Portal</p> <p>Physical Submission (By registered post/ courier/ hand submission) of following documents in a sealed envelope</p> <ul style="list-style-type: none"> - EMD DD/Bank Guarantee - Integrity Pact - Covering Letter <p>to Joint Director (ICES), Directorate General of Systems and Data Management, Room No. 407, 4th Floor, Hotel Samrat, Chanakyapuri, New Delhi – 110021</p>
Technical Bid Opening - Time, Date, & Venue	<p>10th December, 2020 – 3: 00 PM</p> <p>Venue: Conference Room, Directorate General of Systems, 4th Floor, Hotel Samrat, Kautilya Marg, New Delhi 110021</p> <p>Note: A maximum of two representatives per bidder would be allowed to participate</p> <p>This may be done online and the details will be communicated at a later stage in such a case</p>
Commercial Bid Opening - Time, Date, & Venue	<p>16st December, 2020 – 3:00 PM</p> <p>Venue: Conference Room, Directorate General of Systems, 4th Floor, Hotel Samrat, Kautilya Marg, New Delhi 110021</p> <p>Note: A maximum of two representatives per bidder would be allowed to participate</p>

Item	Description
	This may be done online and the details will be communicated at a later stage in such a case
Announcement of Results	To be communicated later
Language of Bid Submission	Proposals should be submitted in English only
Bid Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
Name and Address for Communication and seeking clarifications	Joint Director (ICES) Directorate General of System & Data Management, Central Board of Indirect Taxes and Customs, 4th & 5th FLOOR, Hotel Samrat, New Delhi Email ID: Servicecentre.Rfp@icegate.gov.in
Central Public Procurement Portal (CPP Portal)	URL: http://eprocure.gov.in/eprocure/app
CBIC Website	URL: www.cbic.gov.in

Note: The above dates, time and venue may be altered by the Department at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above Data Sheet is further elaborated in the subsequent sections of this RFP and the information provided in the Data Sheet and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

- Tender documents may be downloaded from Central Public Procurement Portal. 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. Detailed instructions for Online bid Submission are provided in Annexure 8.
- Tenders and supporting documents shall be uploaded through Central Public Procurement Portal. Hardcopy of the Tender documents will not be accepted.
- However, the original EMD for ₹20 lakhs in the form of Bank Guarantee and the Integrity Pact duly signed as required in the tender are to be submitted in a sealed cover along with the covering letter duly signed by an authorized signatory to: Joint Director (ICES), Directorate General of Systems and Data Management, Room No. 407, 4th Floor, Hotel Samrat, Chanakyapuri, New Delhi – 110021 on or before 9th December, 2020 05:00 PM.
- Considering the time involved in Bid evaluation, the EMD may have to be suitably extended by Bidders as per the instructions of the Department. Failure to do so may result in disqualification of the Bid.

2. Instruction to Bidders

2.1. General

1. 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.
2. 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 Volume 2 of the RFP 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.
3. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the Department on the basis of this RFP
4. 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 Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the bidder. CBIC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of CBIC.
5. This RFP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.

2.2. Eligible Bidders

Bids are invited from an established, reputed and reliable service provider in the field of providing Manpower Services in respect of Information Technology (IT). A bidder can be a Single Entity or a Consortium with a Lead Bidder along two consortium partners (i.e. upto 3 partners) or with Sub-contractor. DG Systems will interface with the Lead Bidder with regards to the service obligations.

Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India vide Order No – 6/18/2019-PPD dated 23rd July 2020 has imposed restriction on participation of bidders that belong to the countries that share a land border with India in the public procurement process. As per the order all such bidders (barring few exclusions) will be required to take registration from the Registration Authority to be constituted by Department for Promotion of Industry and Trade (DPIIT). Kindly refer to the order for further details.

The definition and eligibility of bidders for the procurement process will be based on the following

- a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- b) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association

of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- c) "Bidder from a country which shares a land border with India" means: -
- i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- d) The beneficial owner for the purpose of (c) above will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen per cent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen per cent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per cent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- e) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- f) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The bidder will be required to submit a self-declaration in the format as specified in Annexure 10.

2.3. Subcontracting

One level of sub-contracting is permitted which implies that the Consortium/Single entity may sub-contract scope of services at Customs Service Centre locations to sub-contractors. One level implies that the sub-contractor cannot further sub-contract. Change in the sub-contractor should be permitted with prior approval from the Department. Department may ask the Lead bidder for a replacement of sub-contractor in case of unsatisfactory delivery of services.

2.4. Proposal Preparation Costs

1. 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 / presentations, preparation and submission of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
2. The Department will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

2.5. Earnest Money Deposit (EMD)

1. The Bidders shall submit an Earnest Money Deposit (EMD) as bid security fee of ₹ 20,00,000 (Rupees Twenty Lakh Only), as per the details mentioned in the Data Sheet above. EMD in any other form will not be accepted. EMD must remain valid for at least 180 (One Hundred and Eighty) days from the last date of submission of the Proposal and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended. No interest will be payable by CBIC on the EMD.
2. EMD instrument should be submitted as per guidelines mentioned in the Data Sheet.
3. The EMD is required to protect the Department against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (8) below.
4. In case the Bidders are Government Departments or Central PSUs, they are exempted from furnishing the EMD. The exemption clause, however, does not apply when such Bidders participate in the Bid Process with private players.
5. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the

concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempt from furnishing the EMD.

6. EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
7. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
8. In case the EMD is not received by the stipulated deadline, then the Department reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
9. The EMD may be forfeited:
 - If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
 - If the Bidder, having been notified of the acceptance of its bid by the Department during the period of validity of bid: (a) Withdraws its participation from the bid during the period of validity of bid; or (b) Fails or refuses to participate in the subsequent tender process after having been short listed;
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - During the Bid process, if the Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - The decision of the Department regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances

2.6. Integrity Pact

The Bidder is required to enter into an Integrity Pact with the Department. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of envelope as per schedule mentioned in the Data Sheet above, failing which, the Proposal submitted by the concerned Bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in Annexure 6 of this RFP.

2.7. Pre-Bid Queries & Clarifications

2.7.1. Bidders Queries

Any clarification regarding the RFP document and any other item related to this RFP can be submitted to the Department as per the submission mode and timelines mentioned in the Data Sheet. The pre-bid queries should

be submitted in the format as mentioned in Annexure 1 of Volume 2 of the RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the date and time mentioned in the Data Sheet shall not be entertained by the Department. Further, the Department reserves the right to issue responses/ clarifications/ corrigendum.

2.7.2. Responses to Pre-Bid Queries and Issue of Corrigendum

The Department may organize a pre-Bid Conference, if deemed appropriate as mentioned in the Data Sheet and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-Bid queries after the pre-Bid Conference as mentioned in the Data Sheet.

Only persons, duly authorised by the Bidder, will be allowed to participate in the pre-bid meeting. The authorised representatives should carry a valid proof of identification for verification before the commencement of the pre-Bid Conference.

The Department will endeavour to provide timely response to all the queries. However, the Department 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. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Conference or for any other reason, shall be made available by the Department exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Bid submission date may be extended by the Department in the sole discretion.

All clarifications and any other corrigendum / notification issued by the Department subsequent to the issuance of this RFP, shall only be available /hosted on the website URL mentioned in the Data Sheet.

2.8. Bid Validity Period

1. The bid shall remain valid for the time mentioned in the Data Sheet.
2. The Department may request the Bidder(s) for an extension of the period of validity of the Proposal(s) up to 90 more days at a time due the time involved in Bid process management. The validity of the EMDs as requested in Section 2.6 should also be suitably extended, if called upon to do so by the Department. Bidders will have the right to refuse to extend the validity of bids beyond the said 90 days period and to withdraw the bids. The request and the responses thereto shall be made in writing (or by fax or email).

2.9. Submission of Bids

1. A two bid system will be followed for this RFP with a L1 (Lowest Cost Based Selection(LCBS)) criterion. The two bids are:
 - Technical Bid
 - Commercial Bid.
2. This RFP process will be administered through the Central Public Procurement. The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature

Certificates of duly authorized personnel or representative to submit the bid. Bidders are advised to go through instructions provided at Annexure 8 regarding ‘Instructions for online Bid Submission’.

3. 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, at the sole discretion of the Department. Failure to submit the Bid on time could cause a proposal to be rejected. The Department will not accept soft copy delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal.
4. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
5. The Bid is to be submitted electronically in two documents as mentioned below:

Cover Number	Cover Name	Contents of the Cover
One	Technical Proposal for Appointment of Service Provider for Running of Customs Service Centres at Select EDI sites of Indian Customs	<ul style="list-style-type: none"> • Technical Bid Cover Letter – Annexure 2 • Earnest Money Deposit (EMD) – Annexure 5 • Integrity Pact duly signed by the bidder - Annexure 6 • The Technical Proposal including all the required documents as mentioned in Bid Format (Section 2.12.1)
Two	Commercial Proposal for Appointment of Service Provider for Running of Customs Service Centres at Select EDI sites of Indian Customs	<ul style="list-style-type: none"> • Commercial Bid – Annexure, to be uploaded online in prescribed template – Annexure 4

6. The Bidder should try to submit the Bid well before the last date to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the “Data Sheet”, Volume 2 of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, an EMD amount as mentioned in the Data Sheet. The Bidder shall seal the Envelope containing the original Demand Draft/ Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft/ in the Bank Guarantee before sealing the same. The address of the Department, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF BID OPENING”. If the envelope is not marked as above, the Department will not assume any responsibility for its misplacement, pre-mature opening etc.
7. A standard Commercial Bid format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Commercial Bids in the format provided and no other format will be acceptable.

8. The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The latest version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
9. The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Department.
10. Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. Contact details of the Helpdesk may be obtained from the CPP Portal.

2.10. Commercial Bid

The Bidder must submit the Commercial Bid in the formats specified in Annexure 4 of Volume 2 of the RFP.

The Bidders shall quote for the entire scope of contract on an “overall responsibility” basis to cover all obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm as per contract conditions. If a Bidder quotes “nil” in the commercial template then the bid shall be considered un-responsive.

The Commercial Bid should indicate the firm and final amount in Indian Rupees, which shall not be subject to any conditions whatsoever. The amount shall be mentioned in figures as well as words. This figure would be called ‘Charges’ and would be applicable to all categories wherever Ceiling Rate has been marked in section 4.2 of the Volume I of the RFP.

2.11. Bid Format

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Department. In any event, the Department shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Department.

2.11.1. Technical Bid Format

Section No.	Section Heading	Details
1	About the Organization	A brief note on the present and past activities of the bidder (for all the consortium partners, sub-contractor if any), 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 Centraloffice in India. (Not more than 1000 words)
2	Escalation Matrix	A minimum 3 level Escalation matrix (including name, designation, contact details etc) for all the consortium partners and sub-contractors. The Bidder should also include the organizational hierarchy chart for all the consortium partners and sub-contractors indicating the names mentioned in the escalation matrix.
3	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 tender document.
4	Integrity Pact	As per the format mentioned in Annexure 6 – Integrity Pact
5	Summary of Strengths and Expertise	A concise summary of the strengths and expertise of the bidder to meet the requirements of running a Customs Service Centre. (Not more than 500 words)

6	Approach and Plan	<p>A roadmap from the Project Award Intimation date (i.e. the date on which the successful bidder is intimated officially by the Department about the decision that the contract is awarded to him), giving the dates on which the bidder would be able to run Service Centre at all sites.</p> <p>The approach should focus on aspects like (not more than 200 words for each point)</p> <ul style="list-style-type: none"> • Transition Management from incumbent Service Providers, ensuring Business as usual during transition • Training of resources • Approach to ensure highest customer satisfaction • Additional Services which can be delivered through Customs Service Centres
7	Undertaking to provide Customs Service Centres	An undertaking on Company's Letter head signed by the Authorised Signatory stating that the bidder is ready to provide Customs Service Centre at all existing sites as well as any other sites that may come up in future before or during the contract period.
8	Complete Response to Technical Evaluation Criteria	Refer to table in Section 3.4.1: Technical Evaluation
9	Self-Declaration for Bidder Eligibility	Refer to Section 2.2: Eligible Bidders and Annexure 10

2.11.2. Commercial Bid Format

Section No.	Section Heading	Details
Section 1	Commercial Bid	Refer section 3.4.2 & Annexure 4

2.12. 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.

2.13. Authentication of Bids

The Authorised Signatory representing the Bidder shall digitally sign all Bid documents uploaded on Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) and submit a physically signed and stamped Integrity Pact, Covering letter and the EMD. The Bid should be accompanied by an authorization in the name of the signatory of the Bid. The authorization shall be in the form of a written power of attorney or a Board resolution in favour of the person submitting the Bid.

2.14. Amendment of Request for Proposal

At any time prior to the deadline for submission of the proposals, the Department, for any reason, may modify the RFP by amendment and publish it as mentioned in the Data Sheet. Such amendments shall be binding on the Bidders.

2.15. Compliant Proposals / Completeness of Response

1. The Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - Include all documentation specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - Comply with all requirements as set out in this RFP.
3. The Bids shall be submitted strictly in accordance with the requirements and terms & conditions of this RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 7 of Volume 2 of the RFP. The Bids with deviation(s) are liable for rejection.

2.16. Late Bids

The 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 etc. shall not be considered. No correspondence will be entertained on this matter. The Department shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained. The Department reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities.

Given that the bid submission has to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles, ensuring that the names/ formats of the files to be uploaded are as per the CPP requirements, using the prescribed browser for

upload etc. The Department shall not entertain any bids which could not be uploaded or not uploaded properly in the portal, for whatsoever reasons.

2.17. Right to Terminate the Process

The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone. The Department will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders.

2.18. Acceptance / Rejection of Bids

The Department reserves the right to reject any or all Bids without assigning any reason thereof. The Department also reserves the right to assess the Bidder's capabilities and capacity. In either case, the decision of the Department shall be final and binding. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature are submitted along with the Proposals which amount to deviations in any form, the Department reserves the right to seek withdrawal of such assumptions, presumptions, key points of discussion, recommendation or any points of similar nature by the bidder. If the bidder does not withdraw such assumptions etc., the bid may be rejected by the Department. If a discrepancy is found in a Proposal, the same may 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 the Department the Proposal is liable to be rejected.

2.19. Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Proposal not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
2. During validity of the Proposal, or its extended period, if any, the Bidder increases its quoted prices;
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in incomplete form;
5. The Proposal is received after the due date and time;
6. The Proposal is not accompanied by all the requisite documents;
7. The Proposal is submitted with lesser validity period;
8. The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;

9. The Commercial Proposal is enclosed within the technical Proposal or other Proposal;
10. The Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process;
11. 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/Bids are withdrawn upon notice immediately.

3. Selection Process for Bidder

3.1. Opening of Bids

The Proposals will be opened by the Department in the presence of Bidders or their representatives who may be present at the time of opening as mentioned in the data sheet. The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal.

There will be two bid-opening events

1. Cover 1 (Technical bid)
2. Cover 2 (Commercial bid)

The venue, date and time for opening the Technical bid are mentioned in the Data Sheet. The date and time for opening of Commercial bid would be communicated to the qualified bidders. The Commercial Bids of only those bidders who meet the technical evaluation criteria will be opened. The evaluation process is explained in later section.

3.2. Preliminary Examination of Bids

The Department will examine the Bids to determine whether they are complete, whether the documents have been properly signed and the Bids are generally in order. Any Bids found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the Department and shall not be included for further consideration.

Initial Bid scrutiny will be held and the Bids will be treated as non-responsive, if Bids are:

1. Not submitted in the format as specified in this RFP document;
2. Received without the original Integrity Pact, Letter of Authorization (Power of Attorney) or EMD;
3. Found with suppression of details;
4. Submitted with incomplete information, subjective, conditional offers and partial offers;
5. Submitted without the documents required under this RFP;
6. Non-compliant to any of the clauses mentioned in this RFP;
7. With lesser validity period than prescribed in this RFP.
8. Submitted with deviations/ conditions

3.3. Clarification on Bids

During the bid evaluation, the Department may, at its discretion, ask the Bidder for clarification(s) of its bid. The requests for clarification and the responses shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. The Bidder must respond to the clarifications in a time bound manner as per the request of the Department.

3.4. Evaluation Process

The Department will constitute a Technical Evaluation Group (TEG) to evaluate the responses of the bidders. The TEG shall evaluate the responses to this RFP and scrutinize the supporting documents / documentary evidence submitted. Inability to submit the requisite supporting documents / documentary evidence, may lead to rejection. The decision of the TEG in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the TEG. The TEG may ask for meetings with the Bidders to seek clarifications or conformation on their proposals. During the Bid Evaluation, TEG reserves the right to reject any or all the Proposals. Each of the responses / Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

3.4.1. Stage 1: Technical Evaluation

1. EMD and Integrity Pact are checked for their correctness.
2. "Technical bid" will be opened electronically.
3. TEG 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 in the table below. A bid is liable to be rejected if it does not meet even one of the evaluation criteria.

#	Technical Evaluation criteria Description	Evidence required
1.	<p>Legal Entity</p> <p>Lead Bidder and consortium members (if any) shall be</p> <ul style="list-style-type: none"> • A company (or LLP) incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto. • Should have been operating for the last three years 	<ol style="list-style-type: none"> 1. Copy of Certificate of Incorporation and 2. Copy of Registration Certificates and Documents to be provided for all – lead bidder, consortium partners (if any), and sub-contractors (if any)
2.	<p>Lead Bidder & Consortium</p> <p>Bids can be submitted by a Single entity or a consortium of entities.</p> <p>In case of a single entity, the single entity would be referred to as Lead Bidder for the purposes of all evaluation criteria and the firm must meet all the technical evaluation criteria on its own.</p> <p>In case of a Consortium, only a single firm can be designated as a "Lead Bidder". The consortium should not consist of more than three members (Lead Bidder + 2 Consortium members).</p>	<p>Contract between the Consortium partners in case of a consortium, clearly stating that lead bidder is to be held responsible for all its consortium partners</p> <p>AND</p> <p>The List of clients should be provided by the bidders, with details of the project and the work performed for each of the clients. The template in Annexure 3 may be used for explaining the nature of project and work performed</p>

#	Technical Evaluation criteria Description	Evidence required
	<p>The lead bidder should be an established, reputed and reliable service provider having at least 3 (Three) years of proven experience in providing following services in India</p> <ul style="list-style-type: none"> • Manpower services in IT like IT support services, Data Entry Services. <p>The lead bidder/ Consortium member should have at least 2 (Two) years of proven experience in providing following services in India</p> <ul style="list-style-type: none"> • Manpower services in IT/ITES services related to software development, maintenance, support. • Provided additional services related to Cross border trade (if any) 	<p>AND</p> <ul style="list-style-type: none"> • Copy of Work Order and Completion Certificates from the client; OR • Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary; OR • Copy of Work Order and Phase Completion Certificate from the client; OR • Copy of client certificate as documentary proof for the stated criteria and implementation status; OR • Certificate by the Company Secretary of the bidder for the stated criteria and implementation status.
3.	<p>Sub-Contractor</p> <p>One level of sub-contracting is permitted. Change in the sub-contractor should be permitted with prior approval from the Department</p> <p>The sub-contractor should be established, reputed and reliable service should have at least 2 (Two) years of proven experience in providing any of the following services in India</p> <ul style="list-style-type: none"> • Manpower services in IT like IT support services, Data Entry Services • Manpower services in IT/ITES services related to software development, maintenance, support. • Provided additional services related to Cross border trade (if any) 	<p>List of subcontractors along with their scope of work and region of operation and the agreement between bidder and sub-contractor must be provided</p> <p>AND</p> <p>The List of clients should be provided by the bidders, with details of the project and the work performed for each of the clients. The template in Annexure 3 may be used for explaining the nature of project and work performed</p> <p>AND</p> <ul style="list-style-type: none"> • Copy of Work Order and Completion Certificates from the client; OR • Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary; OR • Copy of Work Order and Phase Completion Certificate from the client; OR • Copy of client certificate as documentary proof for the stated criteria and implementation status; OR • Certificate by the Company Secretary of the bidder for the stated criteria and implementation status.

#	Technical Evaluation criteria Description	Evidence required															
4.	<p>Turnover and profits</p> <p>The cumulative Annual Turnover of the lead bidder/ consortium in all qualifying services together should be more than ₹ 30,00,00,000 (Rupees Thirty Crores) for the last three years. The lead bidder along with the consortium partners if any, should be profitable for each of the last 3 consecutive years.</p> <p>Details be provided in the below format:</p> <table border="1" data-bbox="252 595 852 797"> <thead> <tr> <th>Financial Year</th> <th>Turnover (in ₹ Crores)</th> <th>Profit (in ₹ Crores)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>Note: Where the bidder is engaged in activities other than qualifying services, the turnover in relation qualifying services alone should be mentioned.</p>	Financial Year	Turnover (in ₹ Crores)	Profit (in ₹ Crores)							<p>Original / Certified true copy of the audited financial statements for the last three financial years clearly showing turnover from qualifying services.</p> <p>In case the turnover on account of qualifying services is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from Statutory Auditor / Chartered Accountant stating the turnover from the qualifying services.</p>						
Financial Year	Turnover (in ₹ Crores)	Profit (in ₹ Crores)															
5.	<p>Support infrastructure</p> <p>The lead bidder along with its consortium partners, if any, must have their own support infrastructure facilities/offices (with its own employees stationed there) in at a least 5 (Five) of the states - Delhi, Bihar, Maharashtra, Kerala, Tamil Nadu, Karnataka, UP , Punjab, Meghalaya, Telangana and West Bengal</p> <p>The name(s) of cities/towns where such offices are present with number of employees in brackets should be provided in the following format.</p> <table border="1" data-bbox="252 1402 852 1641"> <thead> <tr> <th>Sr No.</th> <th>State</th> <th>Office Address</th> <th>Employee Strength for the office</th> <th>Remark if any</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr No.	State	Office Address	Employee Strength for the office	Remark if any											<p>Copies of address proof should be provided in support of the claim that the office is in a city/ town.</p> <p>In addition, the bidder should provide a self-certification signed by Company Secretary or equivalent stating that it has offices in the specified sites with the number of employees on its roll in that location. The employees should be bidder's own employees on its roll.</p>
Sr No.	State	Office Address	Employee Strength for the office	Remark if any													
6.	<p>Prior Experience</p> <p>The lead bidder should have cumulative gross receipts / billing / revenue of over ₹ 1.50Cr (Rupees One Crore and Fifty Lakh only) during last 5 calendar years, from contracts in India from the below service areas for the lead Bidder</p> <ul style="list-style-type: none"> • Manpower services in IT like IT support services, Data Entry Services 	<p>List of the clients should be provided along with the nature of the work. Use the format provided in Annexure 3</p> <p>AND</p> <ul style="list-style-type: none"> • Copy of Work Order and Completion Certificates from the client; OR • Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary; OR 															

#	Technical Evaluation criteria Description	Evidence required
	<p>The lead bidder/ consortium partner should have cumulative gross receipts / billing / revenue of over ₹ 1.50 Cr (Rupees One Crore and Fifty Lakh only) during last 5 calendar years, from contracts in India from the below service areas for the lead Bidder/ consortium partner</p> <ul style="list-style-type: none"> Manpower services in IT/ITES services related to software development, maintenance, support. Provided additional services related to Cross border trade (if any) 	<ul style="list-style-type: none"> Copy of Work Order and Phase Completion Certificate from the client; OR Copy of client certificate as documentary proof for the stated criteria and implementation status; OR Certificate by the Company Secretary of the bidder for the stated criteria and implementation status.
7.	<p>ISO Certification</p> <p>The bidder should have a valid ISO certification for providing IT services</p>	Valid ISO certificate
8.	<p>Blacklisting</p> <p>None of the parties involved, i.e. the lead bidder along with its consortium partners and sub-contractors, if any, should have been blacklisted by Govt. of India/ Central PSU on the day submission of the bid.</p>	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory.
9.	<p>No Deviation Certificate</p> <p>No Deviation Certificate to be submitted as per the format provided.</p>	Refer Annexure 7 for the format

3.4.2. Stage 2: Commercial Evaluation

- The commercial bids for the technically qualified bidders will be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at TEG's discretion.
- Commercial Bids that are not meeting the condition mentioned in Section 2.11 shall be liable for rejection.
- The bid price (proposed rate for 'Filing of Documents') shall be in Indian Rupees.
- Any conditional bid would be rejected
- The commercial bids would be evaluated on basis of the proposed rate for 'Filing of Documents', provided other conditions of the technical bid are satisfied.

6. The proposed rate for 'Filing of Documents', should be less than or equal to the Ceiling rates that can be charged for the services which are mentioned under the head 'Ceiling Rates' of section 'Scope of Work and Deliverables' in Volume 1 of this RFP. (This should be one figure irrespective of the kind of document). Any Bid with higher than ceiling rate would be rejected
7. The bids will be evaluated on the price Quoted for 'Filing of Documents' using an L1 approach.
8. 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.

4. Award of Contract

4.1. Notification of Award

The Department will notify the successful bidder in writing by e-mail and through e-procurement portal. The bidder would be required to submit confirmation of acceptance letter of in writing by email within 7 calendar days.

4.2. Signing of Contract

After notification of award, Bidder would be required to fulfil conditions precedent along with signing of the contract within twenty-one (21) calendar days.

4.3. Performance Bank Guarantee (PBG)

The successful bidder shall at his own expense deposit with CBIC, within twenty one (21) calendar days from the date of issuance of PO/LOI, an unconditional and irrevocable Performance Bank Guarantee (PBG) (Format attached as Annexure 9) from a Scheduled Commercial Bank acceptable to CBIC, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount ₹ 50,00,000/- (Rupees Fifty Lakhs).

4.3.1. Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event CBIC may award the contract to the next successful bidder or call for new proposals. In such a case, the Department may invoke the PBG and/or forfeit the EMD of the first successful bidder.

Annexures

5. Annexures

5.1. Annexure 1 – Template for Pre-Bid Queries

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

#	Page No	Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query
1					
2					
3					
4					
5					

5.2. Annexure 2 – Technical Bid Cover letter

<Company Letterhead>

<Location, Date>

To,

The Director General,
Directorate General of Systems and Data Management,
4th and 5th floor, Hotel Samrat, Chankyapuri,
New Delhi -110021.

Subject: Submission of the Technical bid for running Customs Service Centres at Select EDI sites of Indian Customs

Dear Sir,

I/We, the undersigned, offer to provide services to CBIC with reference to your Request for Proposal dated <insert date>. We are hereby submitting our Proposal, which includes Technical bid and the Commercial Bid.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.

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

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

5.3. Annexure 3 – Format for Citations

S. No.	Item	Bidder's Response
1.	Name of Bidder entity	
2.	Assignment Name	
3.	Name of Client	
4.	Country	
5.	Contact Details <i>(Contact Name, Address, Telephone Number)</i>	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	

5.4. Annexure 4 – Format for Commercial Bid

Tender Inviting Authority: Director General (Systems), Central Board of Indirect Taxes and Customs, Department of Revenue, Ministry of Finance, Government of India.

Name of Work: Request for Proposal for running of Customs Service Centres at Select EDI sites of Indian Customs

RFP No:

Dated:

Bidder Name :					
PRICE SCHEDULE					
This template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only. Any bid with amount quoted higher than ceiling rate would be rejected)					
Sl. No.	Item Description	Units	Ceiling Rate	AMOUNT quoted by bidder Filing of Documents' (In Figures) ₹	AMOUNT quoted by bidder for Filing of Documents (In Words) ₹
1	Service Charges for Filing of Documents at Customs Service Centre	Per Document	₹ 66		

5.5. Annexure 5 – Template for Bank Guarantee for EMD

PROFORMA FOR BANK GUARANTEE - EARNEST MONEY DEPOSIT (To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE EXECUTED THROUGH ANY OF THE NATIONALIZED BANKS WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT DELHI).

LETTER OF GUARANTEE

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP# IV(26)/43/2003-Systems Part III dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>> Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Department") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Department, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

- If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period, if any.
- In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or

We undertake to pay to the Department up to the above amount upon receipt of its first written demand, without the Department having to substantiate its demand, provided that in its demand the Department will note that the amount claimed by it is due to it owing to the occurrence of the conditions mentioned above and specifying the occurred condition or conditions. This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- 1) Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- 2) This Bank Guarantee shall be valid up to <<insert date>>

- 3) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

5.6. Annexure 6 – Integrity Pact

PRE BID / PRE-CONTRACT INTEGRITY PACT

This Integrity Pact is entered into by and between

The President of India, acting through the Director General of Systems and Data Management, Central Board of Indirect Taxes and Customs, Department of Revenue, Ministry of Finance, Government of India, having its office located at 4th and 5th Floors, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi 110021 (herein after referred to as the “Department”, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as “Bidder” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The Department intends to award, under laid down organizational procedures, contract for “Appointment of Service Provider for running of Customs Service Centres at Select EDI sites of Indian Customs” through an open tender process and has issued RFP bearing number IV(26)/43/2003-Systems/Part III. The Department values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and /or Service Provider(s) / Contractor(s).

In order to achieve these goals, the Department wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the Department

- 1) The Department commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Department, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Department will during this tender process treat all Bidder(s) with equity and reason. The Department will in particular, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - c) The Department will exclude from the process all known prejudiced persons.
- 2) If the Department obtains information on the conduct of any of its officers / employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Department will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- 1) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- 2) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Department's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- 3) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.
- 4) The Bidder will not commit any offence under the Indian Penal Code 1860 and / or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Department as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 5) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- 6) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favours to the Bidder.
- 7) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employees / Directors /management representatives of the Bidder who have family relationships with the employees or officers of the Department.
- 8) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Department. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Department or any other interests during this tender process or through operation of the Agreement.
- 9) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- 10) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his reliability or credibility in question, the Department is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- 1) If the Department has disqualified the Bidder from this tender process prior to the award according to Section 3, the Department is entitled to forfeit the Earnest Money Deposit/ Bid Security deposited by the Bidder.

- 2) If the Department has terminated the Agreement according to Section 3, or if the Department is entitled to terminate the Agreement according to Section 3, the Department shall be entitled to demand and recover from the Bidder / Service Provider the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government / State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
- 2) If the Bidder makes incorrect statement on this subject or hides any material information, the Department is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- 1) The Bidder undertakes to demand from all subcontractors of the Service Provider a commitment in conformity with this Integrity Pact, and to submit it to the Department before signing of the Agreement with the Department.
- 2) The Department will enter into individual Integrity Pacts with identical conditions as this one with all sub-contractors of the Service Provider.
- 3) Only if the Bidder has entered into this Integrity Pact with the Department, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- 4) The Department will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/ Subcontractor(s)

If the Department obtains knowledge of conduct of the Bidder or its Subcontractor, or of an employee or a representative or an associate of the Bidder or Subcontractor which constitutes corruption, or if the Department has substantive suspicion in this regard, the Department will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- 1) The Department appoints Shri. Najib Shah, IRS (Retd.) as Independent External Monitor for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- 2) The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently.
- 3) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Department 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 of the Service Provider. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) of Service Provider with confidentiality.
- 4) The Department will provide to the Monitor sufficient information about all meetings among the parties related to the tender process or the execution of the Agreement provided such meetings could have an impact on the contractual relations between the Department and the successful Bidder. The Parties offer to the Monitor the option to participate in such meetings.

- 5) As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Department and request the Department to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Department within 8 to 10 weeks from the date of reference or intimation to him by the Department and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the Department, a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Department has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word ‘Monitor’ would include both singular and plural.

Section 9–Pact Duration

- 1) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Service Provider.
- 2) If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Department.

Section 10 – Other provisions

- 1) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Department first above written, i.e. New Delhi.
- 2) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- 3) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of the Department
(Official Seal)

For & On Behalf of the Bidder
(Official Seal)

Place: _____

Place: _____

Date: _____

Date: _____

Witness:

Witness:

(Name & Address):

(Name & Address):

5.7. Annexure 7 – No Deviation Certificate

<On Company Letterhead><Date>

This is to certify that our offer is exactly in consonance with your RFP bearing RFP no _<Enter RFP Number> dated _____.
This is to expressly certify that our offer contains no deviation on Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification and Technical Requirements Specification), legal or Commercial aspects in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

5.8. *Annexure 8 – Instructions for Online Bid Submission*

As per the directives of Department of Expenditure, this tender 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

1. Bidders are required to enroll 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.
2. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
3. 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.
4. 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.
5. 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.
6. 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 TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organization name, location, date, value etc. There is also an option of advanced search for Tenders, 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 Tender published on the CPP Portal.
2. Once the Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the Bidders through SMS / email in case there is any corrigendum issued to the Tender Document.
3. The Bidder should make a note of the unique Tender ID assigned to each Tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
2. Please go through the Tender 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.
3. Bidder, in advance, should get ready the Bid Documents to be submitted as indicated in the Tender 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.
4. 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 Tender Document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document.
5. 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 tender 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.
6. 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.
7. 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.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. 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.
10. 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 tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
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 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, 91-7878007972 and 91-7878007973.

5.9. Annexure 9 – Template for Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Business services for <<name of the assignment>> to CBIC (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

5.10. Annexure 10 – Self-Declaration for Bidder Eligibility

i. If bidder belongs to India or a country to which the order is not applicable

"I/We, <<Name of Individual/Organization>>, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that I/We am/are not from such a country to which the restrictions apply and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that I/We fulfill all requirements in this regard and am/are therefore, eligible to be considered in this procurement process."

ii. If bidder belong to a country that is not included in the exclusion list but is excluded under special cases

"I/We, <<Name of Individual/Organization>>, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority; I/We certify that I/We am/are from such a country but am/are however exempted from the order as per the details mentioned below. I/We hereby certify that I/We fulfill all requirements in this regard and am/are therefore, eligible to be considered in this procurement process."

<<Explanation on the reasons for exemption to be mentioned by bidder along with relevant clause of the associated order number>>

iii. If bidder belong to a country that is not included in the exclusion list and is not excluded under special cases

"I/We, <<Name of Individual/Organization>>, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority; I/We certify that I/We am/are from such a country and have been registered with the Competent Authority. I/We hereby certify that I/We fulfill all requirements in this regard and am/are eligible to be considered in this procurement process. Copy of my/our registration with the Competent Authority in this regard is also enclosed"

***** End of Volume 2 *****