Intelligent Communication Systems India Ltd. (ICSIL)
(Joint Venture of TCIL – A Govt. of India Enterprise & DSIIDC – An Undertaking of Delhi Govt.)
Administrative Building, 1st Floor, Above Post Office, Okhla Indl. Estate, Ph.-III, New Delhi -110020
Phone : 26929051, 26830338, Fax: 26830347, e-mail: info@icsil.in, www.icsil.in

TENDER No: F.1(ICSIL)/03/204/2012-13/DTT SW DEV/,   Dated: 29.06.2012

RFP for System Study, Design, Development, Implementation Of Web based application software for Department of Trade & Taxes, Govt. of NCT of Delhi.

Sealed quotations are invited from the eligible firms having expertise, experience and sound financial base for development of software as per Scope of Work defined in the RFP.

1. Eligibility Criteria:

1. Should be a Company Incorporated in India and in Existence for last 3 (Three) Years. Attach (Certificate of incorporation and MOA of the Company).

2. Should have established office in Delhi or NCR. (Attach Proof).

3. Should have Valid Service tax registration (Attach Proof)

4. Should have worked on at least three software development projects in the state Government Departments of or central government.

5. Gross IT turnover of the company for last three financial years should be more than Rs. Five Crores (Attach proof).

6. Should have necessary infrastructure in terms of manpower and machinery to develop the desired application and maintenance of the same.

7. Should have at least 40 IT related personnel on its rolls.

8. Should be a Profit making Company. Attach Balance Sheet showing Net Profit after deducting all taxes and liabilities.

9. At least 3 orders of Rs 20 Lakhs or more each for software development and related services from Government Departments or large private organisations without including Hardware supply. (Attach Proof).

10. Should be a Dynamics CRM software Adviser (CSA). A certification from the OEM of their being CSA must be submitted.

2. Technical Details i.e Eligibility Criteria:

The format for submission of technical details and compliance certificate by the bidders is given in Annexure-I and **MUST be strictly followed**.

Vendors must submit the technical (Non-financial) bid in sealed cover strictly as per the terms specified **in Annexure-I** provided for the purpose. Bids submitted otherwise will not be accepted.

Authorized signatory of the vendor should   sign & stamp each page of the bid and pages should be numbered.

3. **Submission Of Bids/Tender Documents:**

i) The sealed tenders should be submitted with superscription **"ICSIL TENDER No: F.1(ICSIL)/03/204/2012-13/DTT SW DEV/, Dated: 29.06.2012** for System Study, Design, Development, Implementation Of Web-based application software for Department of Trade & Taxes, Govt. Of NCT of Delhi" and submitted to:

<div align="center">

Managing Director
INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
ADMINISTRATIVE Building, 1ST FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.
TELEPHONE: 26830338, 26830347.
FAX: 26929051.
E-MAIL: info@icsil.in

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ii) Schedule for Invitation to Tender:

S.No	Description of activity	Date & Time
1	Last date for down loading of Tender document from the web-site	16.07.2012 by 6:00 PM
2	Last date for submission of queries on web-site	08.07.2012
3	Last date for clarification to queries	11.07.2012
4	Last date for submission of Tender Document in ICSIL	Upto 17.07.2012 by 2:30 PM
5	Opening of Technical Bid	On 17.07.2012 at 3:30 PM
6	Opening of Commercial Bid	On 19.07.2012 at 12:30 noon Or as decided by ICSIL

ii) Submission of Queries:
Quarries from the bidders will be accepted through e-mail only as per above time lines. Quarries should be addressed to Mr. K S Bist, General Manager(IT) and posted at http://icsil.in/tender. Queries received through other means or beyond the schedule date and time will not be considered / accepted.

iv) Clarification to Queries:

Clarification to all quarries received by due date and time will be hosted on the web-site of ICSIL i.e. http:// icsil.in/tender under Tender link as per given time line. No clarification will be sent to individual bidder.

4. **Last Date For Submission of Tender:**
    The last date and time up to which tenders will be accepted at the above address is as follows:
    DATE: Upto 17.07.2012 by 2:30 PM

    The Tender should be submitted to ICSIL Office at 1st Floor on or before the last date and time specified above. **Bids received after the above date & time will not be considered.**

5. **Opening Of Bids:**
    The technical bid/tender will be opened as per tender time lines given above and submitted at the ICSIL Office, Okhla. Any change in opening date and time will be notified by ICSIL in advance. After technical evaluation of the bids vendors found to be eligible will be short listed for opening of commercial bids. Bids will be opened at ICSIL office. Only the vendors or their duly authorized representative carrying the letter of authorization will be permitted to attend the opening of bids. Incomplete, unsigned pages, non-submission of required documents or evidence as specified by ICSIL will be treated as non-compliance to eligible criteria and the vendors' bid will be liable for rejection.

6. **Stakeholders for the Project.**
    The following are the primary stakeholder groups identified for the project:

    i) **Citizens and Businesses**
        The project is being implemented to facilitate the citizens and businesses with their VAT transactions. The success of the project will ensure that the department is able to provide a speedy and efficient service to the citizens, with minimum turnaround time.

    ii) **Employees**
        The success of the project depends upon the readiness with which the employees accept and facilitate the use of new system. Its implementation will reduce the workload of the employees and streamline the processes. The project will result in improving the internal efficiency of the department.

    iii) **Government Departments**
        The Government departments' interest lies in the sharing of information by the Department of Trade and Taxes

7. **Project Objectives**
    A. Effectively managing the tax payer life cycle – from registration to assessment to collection to service – is critical to every administrations business goals. In order to meet the above objective, Department of Trade & Taxes needs to develop a

complete relationship management with tax payers. Department of Trade & Taxes will enable itself to provide dealer centric services through extensive use of IT. The existing IT set up will be enhanced in terms of application and the computing platform. The software is expected to achieve the following:

i) Improved Service: A single view of the tax payer's affairs enables department to deal with their total needs at the first point of contact. It also reduces the time and effort for the taxpayer in meeting their tax obligations.

ii) Increased Efficiency: Reduces the cost of handling taxpayers inquiries by reducing the number of calls a taxpayer needs to make for addressing their concerns or inquiries.

B. Technical prerequisites of the application:

a) End to End DVAT Functionality fulfillment
The objective of the application is to address requirements of DVAT Act compliance encompassing dealer life cycle starting from application for registration, filing periodic returns, scrutiny, audit, refunds, survey, default assessment, implementing business intelligence to identify likely evasion, actual collection of revenue through online money transfer, payment gateway reconciliation with banks, automated mass communication with dealers through SMS, Mail etc. till cancellation of registration.

b) Speed of application development
The proposed application needs to be delivered in a period of six to eight months in view of the Mission Mode Project requirement. The application needs to support rapid application development to meet the timeline.

c) Minimum customization, maximum configuration
One of the key criteria of the current exercise is to identify a technology solution which has minimum need for code changes and maximum work can be done using the configuration parameters of the application. Further, these configurations must be easy to do and linked to the functional logic rather than technical jargon. This aspect is of prime importance in view of likely transition to GST in near future. The system should also be flexible to provide all kind of reports and data for data analysis without development or coding.

d) Similar look and feel across different clients
Since the user would be switching between offline and online status of connectivity based on the level of connectivity, the user should have seamless transition and this should not cause hassles to the users.

e) Future Integration with GST

Keeping in view the evolving needs of e-Governance and the future need for cross-functionality with the e-Government projects of other departments / businesses in future and expected integration with GST, the application should support Open Standards and be able to integrate with the GST application.

f) Scalability

We currently have more than 2.5 Lakh registered dealers; the application should be able to take load accordingly. The application architecture should be proven to be scalable to cater to increasing load of internal and external users and their transactions and capable of handling load of increased data filing by more than 5 lakh dealers so that the need of major upgrade does not arise in near future.

g. Security.

The System implemented under the Project should be highly secure, considering that it is intended to handle sensitive data relating to tax. The security services used to protect the Solution shall include:

i) Identification, authentication, Access Control, Administration and Audit and Support for Industry Standard Protocols.
ii) The solution shall support advanced user authentication mechanism including digital certificates and Bio-metric authentication if required in future.
iii) Security design should provide for a well-designed identity management system.
iv) The solution should provide for maintaining an audit trail of all the transactions at record level without affecting the overall performance of the system.

h. Data Base Requirement.

The department is currently fetching the data in Microsoft in SQL server and hence the proposed application should be able to work on the same data base for seamless integration.

8. Scope of Work:

ICT Implementation solution for trade and taxes: the philosophy Any E-Governance initiative to be implemented in a Government department should flow from its mandate duly defined by the 'Act', and Service Level agreement and clearly and precisely put in its citizen Charter. The citizen charter of the Department of Trade and Taxes aptly defines the mandate for the department as follows.

"A courteous, helpful and citizen-friendly attitude towards people. Sustained efforts to improve the standards and quality of service. To seek cooperation of citizens for obedience and implementation of the laws."

9. Principal Attributes of the desired ICT system for the Department.

The ICT system should be designed in such a way that the department is able to carry out its functions keeping in mind the following attributes.

a. **A courteous, helpful and citizen-friendly attitude towards people**.---**User Facilitation**

   i. Almost all the interaction with the citizen and the dealers should be web based so that the facilities of the department are available to them ANYWHERE and ANYTIME.

   ii. Citizen/Dealer need not to visit   the department frequently.

   iii. The web interface to be easy and user friendly. For example, the **e- forms** should be uniformly designed in such a way that all the common buttons like save/delete/print etc are available at the same place across the system.

   iv. The citizen/dealer are able to make electronic payments

   v. There should be a provision for easy and timely communication with the citizen/dealers/employees through E-mail, SMS and information rich dynamic website.

   vi. The system should support Unicode i.e. multi-lingual features so that the system can be implemented in multiple languages (English and Hindi).

b. **Sustained efforts to improve the standards and quality of service. Ensuring Implementation of SLA**

   i. The entire workflow of the department, as prescribed by the Act, Rules and Official Orders should be embedded in the IT system such that output of one user becomes input for another user in the chain automatically. This shall drastically reduce the turnover time (TOT).

   ii. DVAT Form issuance process should be fully automated and enabled in such a way that it is not only   filled online but also processed online till logical conclusion of the process e.g. issuance of some orders/certificates, which should also be printed using the same integrated module with security watermarks.

   iii. The exception reports regarding deviations from prescribed level of services should be available at appropriate levels in real time basis.

   iv. The IT system itself should be very flexible and amenable so that the desired and authorized changes in the system can be done very fast with minimal interference and efforts with the programming and no programming at the

level of database. In short, the system should not become a bottleneck/liability when the department wants changes in its working.

v. There should be a provision of internal communication and Task assignment in the system where a superior authority can assign tasks to the subordinates online and monitor the progress.

vi. It should provide convenience and compatibility in working to the extent that even excel sheets can be uploaded in the system.

vii. It should support an architecture that makes data sharing and matching with other agencies possible and easy, to expedite the work without compromising security of data. (One possible use may be automatic reconciliation of the bank scrolls with the returns filed.)

viii. The housekeeping jobs like HR, payroll, procurement, store management, file movement, library management, court case management, attendance, budget etc. should all be single, integrated and function oriented web based service making the routine jobs easy and less time taking for the users so that the users may focus more on their core job of ensuring Tax compliance.

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x. The system should have an integrated document handling facility, so that even the scanned documents are made a part of the system.

xi. The system should be able to handle the peak load efficiently, promptly and should not crash/have long waiting time when lots of people are working simultaneously.

xii. The system should work in offline mode also in case connectivity is broken and synchronize with the web server as soon as the connectivity is established.

c. **To seek cooperation of citizens for obedience and implementation of the laws. (Especially <u>DELHI VALUE ADDED TAX (DVAT) ACT, 2004</u>). Ensuring strict compliance of laws and office procedures by improving transparency, accountability, efficient work procedures and business intelligence.**

i. The system should adhere to all security norms as well as support digital signature.

ii. Business intelligence should be built in. It becomes the most important part because of the crucial linkages in the data due to the very nature of 'Multi stage Tax" in which one taxpayer claims input tax credit on account of the tax paid by another dealer.

iii. Dashboards should be available for all the users

iv.   The desired reports should be easily available to users anytime anywhere so that needful may be done.

v.   User should be able to get the reports in his desired format without any external help.

vi.   The system should allow integration with mobile devices.

vii.   No access to the database through the backend in any circumstances. Each updation should be done through defined process. Audit trail of all the transactions should be maintained at record/item level.

viii.   In case some work of a user is delegated to a data entry operator or another subordinate, it should be done by using individual's access permissions without disclosing   or passing on the 'password' to the user and proper audit trail assigning responsibility can be maintained.

ix.   In case the user delegates the work to another person, the access can be restricted to the required fields and not necessarily the entire record.

x.   Business intelligence, Scheduling of survey/search operations, Feedback and follow-up as well as audit should be logically connected and be integrated part of the scheme serving the overall objectives of the department.

xi.   Provision for Alert messages should be made at each level so that the concerned authority is able to take / initiate proactive action.

d. Major Components of the Proposed Solution

The proposed solution should cover:

a. The dealer life cycle starting from application for:

   i. Registration,

   ii. filing periodic returns,

   iii. scrutiny,

   iv. refunds,

   v. friendly visits and raids,

   vi. implementing business intelligence to detect likely evasion, actual collection of revenue through online money transfer,

   vii. payment gateway reconciliation with banks,

   viii. automated mass communication with dealers through SMS, Mail etc. till deregistration.

b. HR management system, including attendance, leave, service book, transfer, posting, relieving, joining, leave as well as payroll.

c. Infrastructure module, finance module and logistics management.

d. All the Master tables including but not limited to Dealer registration, Commodity, Business Constitution, State, Area, Form Status Master, Designations, Premise, Banks and Office ID should be standard, the firm will have to identify and make appropriate patching to their masters to align with the Master Tables used in GST Portal.

e. Vendor needs to configure a separate UAT setup for participating in GST pilot.

f. The firm will have to develop an Interface Module to act as a bridge for data transfer between the GST Pilot Portal and State VAT system as and when required

g. Vendor should build an XBRL compliant Interface module as it is envisaged that the GST system would implement XBRL based data exchange.

e. Solution Architecture principles to be followed :

Following are the key architectural principles followed for the new solution:

i. Architecture must simplify the process and related MIS

ii. Support Minimal Manual intervention in the system

iii. Architecture must support a quick time-to-market solution

iv. Architecture must support easily changeable user interfaces/experiences.

v. Architecture must include a Workflow management system, Automatic routing of tasks, alerts and messages needs to be supported.

vi. Architecture must support strong security and user authentication features

vii. Architecture must support the implementation of functional access, tracking, and auditing

viii. Architecture must support Unicode i.e. multi-lingual features so that the system can be implemented in multiple languages (English and Hindi)

ix. Business intelligence should be an integrated part of the database and no separate BI should be required.

f. Platform capabilities required

Platform Capabilities	Features required
1. Multi-tenancy	One platform capable of hosting multiple unique applications for

		different customers, teams, or business units
2.	**Dynamic application services**	Pre-built, re-usable application services that each application can use in its own way
3.	**Point-and-click customizations**	The bulk of a pplication customization is handled through a simple point-and-click interface with a wide range of extensibility options
4.	**Tightly-coupled services**	When the application is customized, changes propagate through services automatically

10. Dynamic Application Services

Platform to be built on flexible services that provide core functionality. services to be re-usable, having pre-built capabilities that are flexible and scalable enough to support business requirements:

Characteristic	Description
Re-usable	Platform components are re-usable across applications, creating better economies of scale and efficiency
Pre-built	Pre-built services save organizations from re-inventing the wheel every time they need a new business application
Flexible	Business logic is isolated from platform services, making it easier to configure, manage, and deliver
Scalable	The platform supports applications across scales of complexity and size, from simple tools to sophisticated business applications
Dynamic Application Services	**Key Benefit**
Point & Click Customizations	Decrease time and effort required to build custom applications through intuitive, non-technical point & click interfaces which trigger dynamic application updates
Data & Metadata Services	Help to ensure the relevance of business data through SQL Server abstraction that makes it easier to accurately model business entities and make chances when the business changes.
User Experience Services	Improve end-user productivity by providing a user interface that's intuitive and familiar.
Access & Security Services	Reduce time and resources spent on maintenance tasks with a single highly manageable infrastructure that's shared across LOB applications.
Analytical Services	Provide greater visibility and help improve decision support with powerful analytics capabilities that make it easier to identify trends, find hidden patterns, and predict future behaviors.
Process Automation &	Reduce time spent on manual tasks, foster best practices, and

Orchestration Services	achieve more consistent, streamlined execution with workflow tools that allow you to quickly automate business processes.
Extensibility Services	Implement deep custom functionality quickly and at lower cost using developer tools and open technologies that enable you to use commonly-available resources.
Integration Services	Streamline integration and get the most out of your technology investment with a comprehensive platform for integrating UI, business logic, data, and processes.
Architecture Services	Deploy global applications confidently with full support for multiple languages and currencies on a scalable, high performance, multi-tenant platform.
Platform Management Services	Simplify implementation and deployment and help ensure superior data quality with tools that streamline administration and management tasks.

11. **Implementation timelines**
    1. **System Study and SRS** : Complete SRS within one month of placing the order to be duly approved by the PMC of the Department.
    2. **Design & Development time**: Within 3 months from the completion of the SRS phase.
    3. **UAT and Training**: Within 1 months from the completion of the Design & Development phase.
    4. **Rollout of the Application**: Immediately after completion of UAT and Training phase.
    5. Non adherence to the timelines may lead to cancellation of the work order or forfeiture of security deposit or cancellation of work order and forfeiture of security deposit both. The decision of the Department of trade and taxes will be final in this regard.

12. **Milestones**

The major project milestones are:

I.   As-is assessment and FRS (Functional requirement Specifications)
II. System Requirement Specifications
III. System Design
IV. Prototyping
V.   System Development
        Code Documentation
        Executable Files
       Test data Preparation
       Software Validation and Verification
       Report / Outputs
VI. UAT (User Acceptance Test)
       Pilot run and Data Migration

UAT Reports

Change Requirement Reports

Data Validation Report

User Documentation

System Administration Manuals

Pilot run Report

Implementation Plan

Quality certification by Quality Expert

Implementation (1 year live run)

VII. Training

VIII. Consolidation

IX. Support and Maintenance of Application (During warranty period)

13. Maintenance/Warranty Requirements

The vendor awarded with the contract shall provide Maintenance support for the application software developed by it for a period of 1 year after acceptance and implementation of the same at no additional cost to client department. The vendor **will post at least ten** software developers in the client department preferably those associated with the development team for maintenance and support services during the warranty and maintenance period. The maintenance period can be extended further on the same rates up to a period of three years and will be binding on the service provider. During warranty and maintenance of the application software, it will be the responsibility of the service provider to rectify the defects as notified by the client department from time to time. In addition to this, the service provider will also be responsible to meet additional software requirement of the client, if any, without any additional cost to the client. Payment towards maintenance shall be released on quarterly basis after successful completion of each quarter.

14. Training Requirements

1. The department personnel will be trained in related fields from time to time to enable them to use the system effectively and a sustainable model will be built for continued service delivery. Benefits will be through:

   i. Improved service delivery to dealers
   ii. Efficient VAT administration
   iii. Reduced official – dealer interface with reduced response time
   iv. Information sharing among different authorities
   v. Increased transparency and accountability

2. Preparation of user manuals, training materials, Software documentation.

15. Platform to be used :

1. Proposed Software may be developed using Microsoft technologies as per the details given below :

i) Windows Server 2008 R2

ii) Database – MS SQL SERVER 2012

iii) Microsoft .Net 4.0

iv) Dynamics CRM 2011

v) Microsoft SharePoint Portal Server 2010

16. Evaluation Of L1 Rates:
ICSIL will take the cost of the following items for arriving at L-1 Price:

 a. Total cost of Project

  i. One time software development and warranty for one year from the date of implementation and acceptance of the software.

  ii. **Post Implementation Support (Ten Persons on site) during maintenance and support service for one year.**

 b. Total Cost (i + ii).

 c. All the costs, discounts mentioned in the commercial bid will only be considered for arriving at L-1. Discounts mentioned elsewhere in the tender will not be considered.

 d. The quoted prices should be inclusive of all taxes, duties and other charges for the **Design, Development, Training and Implementation of Software**. In the event of any downward revision of levies/duties etc., the same should be passed on to ICSIL.

17. Cancellation Of Tender:
ICSIL reserves the right to cancel the tender at any time at its sole discretion without assigning any reason.

18. Processing Fee (In Cover I):
A non-refundable and non-transferrable Demand Draft for Rs.10,000/- (Rupees Ten Thousand only) favoring Intelligent Communication Systems India Ltd., Delhi toward processing fee must be enclosed in a single envelop i.e. Cover-I and superscripted as "EMD & Tender Processing Fee" along with the Technical Bid failing which Quotation will be rejected.

19. Earnest Money Deposit:
A Demand Draft/Bank Guarantee favoring Intelligent Communication Systems India Ltd. towards token Earnest Money Deposit for Rs.10,00,000 (Rupees Ten Lakhs Only) should be enclosed along with Tender Processing Fee in Cover-I superscripted as "EMD & Tender Processing Fee" along with the Technical Bid failing which Quotation will be rejected. No interest shall be paid on EMD. The EMD should be valid for a period of eight months from the date of submission of the bid.

Refund of the EMD will be made only on completion of the tender process and award of contract to the successful bidder. EMD will be forfeited in the event of vendor not accepting the purchase order.

20. The EMD will be forfeited:

    a. If a bidder withdraws his bid after becoming L1 and not accepting the Purchase order or not signing the Contract Agreement.

    b. The Bid Security will be forfeited in case successful bidder dishonors his bidding commitments and not depositing the Performance Security in the prescribed time.

    c. Further, in case of forfeiture of the EMD or Security Deposit or Cancellation of the Work Order due to default, if any, the bidder would be debarred from participating in the next 3 tenders of the client department.

21. Performance Bank Guarantee:

The successful bidder shall submit a Performance Bank Guarantee of the amount equivalent to 10 % of the Total Order Value in favor of Intelligent Communication Systems India Ltd. valid beyond 60 days of the expiry of the contract period.

22. Validity Of Tender:

The Tender is valid for a period of six months (i.e. 180 days) from the date of opening of the bid by the Purchase Committee. The validity time may be extended by ICSIL .

23. **Validity of Rates**: The rates are valid for the entire contract period as given in Annexure-II i.e. Commercial Bid of the Tender Document.

24. Compliance With ICSIL's Requirements:

The indicated work specifications given in the tender document should be strictly complied with without any qualification. The vendor is required to submit the Compliance Certificate as per Annexure I. Non-furnishing of any responses in the 'response sheet' of the Compliance Certificate (Annexure-I) may result in disqualification of the tender.

Insufficient, incorrect or invalid information provided by the vendor or his representative, if any will disqualify the vendor and vendor's quotation will not be considered valid. ICSIL reserves the right to disqualify the vendor without any notice in all such events.

25. TERM OF REFERENCE:

The scope of work will include submission of a work plan in line with client & ICSIL's goals for this project and expectations from the Vendors. Various tasks to be performed (TERM OF REFERENCE) for each Module during various phases of the Project Cycle are given below. **Release of payment and penalty** will be as per TERM OF REFERENCE GIVEN BELOW :

TERM OF REFERENCE

Task No.	Task	Illustrative List of Activities	Proposed Deliverables
I	As is Assessment* and FRS	• Study of existing hardware, software and network • Development of detailed functional requirements from proposed business procedures	• Assessment document • Functional Requirements Specifications (FRS)
II	System Requirements Specifications (SRS)	• Technical Translation of the FRS • Co-Develop the software development strategy with the department	• SRS Document • Environment

III	System Design	• Study of the approved FRS by the department
		• Design of system architecture based on FRS
		• Size and develop specifications with full justification for:
		  − Hardware (systems, supporting hardware e.g. OMR etc.)
		  − Support software (OS, RDBMS etc.)
		  − Network
			• Software Design Document (SDD)
			• Development Standards
			• Hardware, support software and network specifications
			• Disaster Recovery Policy/Plan.

IV	Prototyping	Develop prototype of modules	• Prototypes for demonstration • Prototype acceptance report
V	System Development	• Develop software, generate code documentation • Develop software validation and verification test plan (SVVP)	The following deliverables will have to be provided periodically as per a

		• Develop test data • Test as per SVVP • Conduct trail run with test data • Conduct trial runs with core group.	pre-determined timeline for each of the modules specified in the 'Functional Requirements Specifications': • Code documentation • Test Data preparation. • Software validation and verification test report/ Output • Quality Certification by Quality expert • Executable files • Carry out changes suggested by core groups.
VI	User Acceptance Testing (UAT) of the entire system, Pilot run and Implementation	• Hand over to users for testing and operation • Carry out modifications if required and obtain user acceptance • Collect and prepare data • Port and validate data • Conduct trial run with live data • Conduct pilot runs • Implement the system	• UAT Reports • Change Requirement Reports • Data validation report • User documentation • System administration manuals • Pilot run report • Implementation plan
VII	Training	• Develop training material • Conduct workshops for users/ system administrators	• Training strategy and design • Training manuals • Conduct Workshops.
VIII	Consolidation	• Integration of the system and	After the previous

		documentation • Response time testing. The system must have an overall response time of 10 seconds records for a simple query under peak load conditions.	Task, the following consolidated documents must be delivered: • Integration and Response time test reports • User documentation • System administration manual • Training manual • Software package (including source code)
IX	Warranty and Maintenance of application software	The warranty of the software will be for a period of one year from the date of implementation and acceptance thereof. The firm will undertake on site maintenance and support of application systems initially for a period of one (1) year from the date of expiry of warranty period of one year related to this project. During the warranty and maintenance period the firm will undertake to rectify any defects/ malfunctioning/Fine tuning/ Support to Users and meet additional software requirement of the client department at no extra cost. to the Client. In conclusion, the selected party will have to ensure that the system function in accordance with the approved FRS/SRS by the Department and objective of the project. • In addition to maintenance	Amendments to submitted documents as required by the client department.

| | | activities, removal of bugs, if any, will, will be undertaken by the selected firm

• During the maintenance period, the firm will also undertake to incorporate any unforeseen changes in procedures and develop additional reports or software as required.

Maintenance after one year period:
The firm will undertake onsite maintenance and support of application systems for three (3) years on year to year basis after the expiry of the warranty period of one year.

The vender will be required to place at the disposal of the Deptt at least ten software developers preferably from the development team to the Deptt. during warranty and he entire period of maintenance. The continuity in the deployment of the personnel should be maintained, and change of personnel should be to the minimum possible.

The maintenance contract may be renewed in the following years. | |

26. Obligations of the Firm in General:

Standard of Performance

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management

practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Consortium or Third Parties. The Firm must ensure that it does not infringe on any third party software rights.

27. Law Governing Services

The Firm shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Consortium, as well as the Personnel of the Firm and any Consortium, comply with the Applicable Law. The Client shall advise the Firm in writing of relevant local customs and the Firm shall, after such notifications, respect such customs.

28. Documents/ Deliverables prepared by the Firm to be the property of the Department

All application software (including source code), plans, drawings, specifications designs, reports and other documents prepared by the Firm in the execution of the contract shall become and remain the property of the Client, and before termination or expiration of this contract the Firm shall deliver all such documents to the Client, together with source code of the application software so developed under this contract along with a detailed inventory thereof. The client will be free to make use of all these deliverables to any use including sale.

29. Deemed approval:

The client will give its comments on all deliverables within 15 working days from the date of their delivery. In case no comments are given by the client within the stipulated time , the deliverables will be deemed to have been approved. The vendor will provide all help and assistance to the client in understanding of the technical aspects of all the deliverables before approval. In case the comments on the deliverables have been conveyed , the vendor will resubmit the deliverable after incorporating the comments of the Department within 15 days for approval. In case the comments of the Department have not been incorporated to its entire satisfaction, the Department may reject the deliverable. The deemed approval time for resubmitted deliverables will be 8 working days from the date of their resubmission unless commented upon.

30. Intellectual Property Rights

The Firm shall indemnify the Department against all third-party claims of infringement of patent, trademark/ copyright or industrial design rights arising from the use of the supplied Software and related services or any part thereof.

31. Passing of Property

Ownership shall not pass to the Client unless and until the software and Documentation thereof have been implemented, tested and accepted, in accordance with the conditions of the contract to the entire satisfaction of the Department.

32. Performance Security

Within 5 days after receipt of notification of award of the Contract from the Client, the successful Firm shall furnish performance security to the Client, which shall be equal to 10 percent of the value of the contract, shall be in the form of a bank guarantee bond from a Nationalised Bank, and shall remain valid for the duration of the entire contract period in the Performa given Annexure-III.

33. Acceptance

The Acceptance Tests, which shall involve testing of each module of each Application System with live and test data (responsibility for preparation of test data shall rest with the firm), shall be conducted by the Firm in the presence of a core Group of experts nominated by the Client. The Acceptance Test of each Application System, as a complete System with all relevant Sub-System, must be completed by the Firm to the satisfaction of the Core Group. The testing criteria will include satisfactory execution of functionality, response time among others. The firm must rectify any shortcomings identified during the acceptance testing within a reasonable period of time.   Final acceptance of the system will happen only if the system performs satisfactorily under live conditions

34. Force Majeure

 (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

35. Payment Terms

i.   The payment shall be released on back to back basis received from the client department. No advance payment shall be made. If any advance is to be paid at the specific request of vendor, this will be released only against bank guarantee in acceptable form.

ii. Payment shall be released on Task to Task basis after completion of all the modules in each Task and not on the basis of individual Module.

iii. Bill for payment should be submitted in triplicate along with satisfactory completion certificate from the client department for the activity/Task for which the bill is being raised. In the absence of satisfactory completion certificate, the bill for payment shall not be processed and released.

36. PAYMENT SCHEDULE:

Application development, Training, implementation and Maintenance fee :

The fee amount will be equal to the percentage of the total project cost excluding maintenance cost.

i.   15% of the fee will be paid on satisfactory completion and acceptance of all deliverables by the Client, related to Tasks I and Task II of Terms of Reference

ii. 10% of the fee will be paid on satisfactory completion of and acceptance of all deliverables by the Client, related to Task III of Terms of Reference

iii. 5% of the fee will be paid on satisfactory completion of and acceptance of all deliverables by the Client, related to Task IV of Terms of Reference

iv. 40% of the fee will be paid for deliverable related to Task V and Task VI of Terms of Reference. Fee would be released on the satisfactory completion of an UAT and acceptance of other deliverables for each module.

v.   10% of the fee will be paid on satisfactory completion of and acceptance of all deliverables (Except Training workshops) by the Client, related to Task VII of Terms of Reference

vi. 10% of the fee will be paid on satisfactory completion of and acceptance of all deliverables by the Client, related to Task VIII of Terms of Reference

vii. 10% of the fee will be paid after successful completion of the warranty period, related to Task IX of Terms of Reference.

viii.   On completion of warranty period of one year, payment towards maintenance of application software will be released on quarterly basis after expiry of each quarter.

37. Penalties:

For any delay on the part of service provider for non-completion of each task within prescribed time period as given under the heading Implementation timelines, a penalty of Rs.10,000/- per week subject to a cap of 5% of the contract value per activity shall be imposed. The penalty will be deducted from the bills raised by the service provider or from the Security Deposit.

38. Changes In Project Scope:

All changes required will be advised by way of a written proposal from Client department specifying such changes. Only major changes requiring substantial development effort and allocation of resources will constitute change in scope of work. All work accepted as amendment to the work plan originally agreed upon will be deemed to be covered under the contractual agreement already entered into. Final scope of work would be as per the SRS finalized by the client department in consultation with the Service Provider.

39. Adjudication:

In the event of any dispute or difference arising between parties, the matter shall be referred to the Managing Director of ICSIL who may himself act as sole Arbitrator or may appoint any other person as Sole Arbitrator and the Arbitrator proceedings shall be held at New Delhi. For legal Jurisdiction only be the courts in New Delhi shall have the Jurisdiction.

Technical Bid and Compliance Certificate
Annexure-I

Conditions to be satisfied		
1	Has the company been blacklisted by any State/Central government, or any Organizations? Submit an undertaking duly signed by the authorized person of the company/firm.	Yes ☐ No ☐

1. GENERAL INFORMATION

Name of the Company (as registered, Include Reg. Certificate)	
Registered Address	
City	
Pin Code	
Year of Establishment	
Registration No	
Address of office in Delhi/NCR	
City	
Pin Code	

3. CONTACT PERSON

The company should appoint a single nodal person to be the contact person for all projects. Companies are free to nominate project coordinators for specific projects but the nodal person shall remain answerable for any query desired at higher level.	
Name	
Designation	
Phone No – 1	
Phone No – 2	
Cell No	
Fax No	
E-mail ID	

		Conditions to be satisfied		
1	i.	A Draft favoring Intelligent Communication Systems India Ltd., Delhi towards Earnest Money Deposit for Rs.10,00,000/- (Rupees Ten lakhs Only) should be enclosed along with the offer.	Yes ☐	No ☐
	ii.	A Draft favoring Intelligent Communication Systems India Ltd., Delhi towards Tender Processing fee for Rs.10,000/- (Rupees Ten Thousand only) should be enclosed along with the Technical Bid.	Yes ☐	No ☐
2		1. Should be a Company Incorporated in India and in Existence for last three Years. Attach (Certificate of incorporation and MOA of the Company	Yes ☐	No ☐
		2. Should have established office in Delhi or NCR. (Attach Proof).	Yes ☐	No ☐
		3. Should have Valid Service Tax registration in the name of the bidder firm (Attach Proof)	Yes ☐	No ☐
		4. Should have completed at least 3 software application development projects in the Govt Department or Large organization worth 20 Lacs each (Attach Proof)	Yes ☐	No ☐
		5. Gross turnover of the company for last three financial years should be above Five Crore from IT and related works .	Yes ☐	No ☐
		6. Should have necessary infrastructure in terms of manpower and machine to develop the desired application and maintain the same.	Yes ☐	No ☐
		7. Should be a Profit making Company. Attach Balance Sheet showing Net Profit after deducting all taxes and liabilities.	Yes ☐	No ☐
		8. Should be Dynamics CRM software Adviser (CSA). A certification from the OEM of their being CSA must be submitted	Yes ☐	No ☐
		9. Should have at least 40 IT personnel on its rolls.		

2. Application Form	
1. Name:	
3. Demand Draft / Bank Guarantee Details	Earnest Money Deposit / Processing Fee
4. Amount of Draft:	Rs. 10,00,000/- / Rs. 10,000/-
5. DD No:	
6. Issue date:	
7. Banks' name:	
8. Branch:	

4. Details of at least 3 successfully completed projects for the Government Departments/Large Organization.

Sl. No.	Name of Project	Department or Organization for which the project done	Name, Designation & Contact details of the person of the Deptt. / Org who can verify the project execution

5. Annual Turnover (in Lakhs)			
Year	Turnover	Net Profit after Tax	Audited A/c enclosed
2008-2009			Yes ☐ No ☐
2009-2010			Yes ☐ No ☐
2010-2011			Yes ☐ No ☐

Note:

1. All the claims should be substantiated by documentary proof etc. 2. All the fields must be filled with correct information.	
	Date, Signature & Seal

Check List

S.No	Particulars	Page No	Yes/No

ANNEXURE – II (Commercial Bid Format)

S.No.	Description	Cost in Rupees
1.	One time System Study, SRS, Design, Development, Training, Implementation and warranty of application software for Department of Trade & Taxes under Mission Mode Project as per Scope of Work and approved SRS.	
2.	Post Implementation Support (Rates should be quoted for one year maintenance support only) (Ten Persons on-site support during warranty and maintenance period).	
3.	Discounts, if any	
4.	TOTAL FOR ARRIVING AT L-1 (1+2) – (3)=	

Important Note :

1. **It shall be binding on the part of the vendor to provide Post Implementation Support for minimum period of three years with ten person on-site support. The rates for 2nd and 3rd year of maintenance will be enhanced @ 10% per annum of the rates quoted at Sl. No. 2 of Commercial Bid i.e Annexure-II, provided maintenance services are desired by the client department for the subsequent years.**
2. **Prices should be quoted as per above commercial bid format.**

ANNEXURE-III: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

Ref: _____   Bank Guarantee: _____
Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Firm" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. / Letter No_____ dated _____ and the same having been unequivocally accepted by the Firm, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the_____(scope of work) "Contract") and the Client having agreed to make an advance payment to the Firm for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Firm.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Firm to the extent of _____ as aforesaid at any time upto _____ _____ without any demur, reservation, contest, recourse or test and/or without any reference to the firm. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Firm. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Firm any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Firm and notwithstanding any security or other guarantee that the Client may have in relation to the Firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____20__ _____ at _____

WITNESS

_____   _____
(signature)   (signature)

_____   _____
(Name)   (Name)

_____   _____

_____   _____
     (Official Address)   Designation (with Bank stamp)

                                                                       Attorney as per Power of
                                                                       Attorney No. _____
                                                                       Dated _____

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the   "Bank Guarantee

Note 2: The bank guarantee shall be from a Nationalised Indian Bank.