

SECTION VI : ANNEXURES

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Appendix A
(Please see Clause 12 of
Instructions to Tenderers)

BID SECURITY FORM

Whereas ----- (hereinafter called 'the Tenderer') has submitted its bid dated ----- for the **Scanning, Digitization of Challans/Scrolls along with software facility for Search and Retrieval of data and Scanned Images of the Income Tax Department** (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE ----- of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Chief Commissioner of Income tax, -----, (hereinafter called "the Purchaser") in the sum of **Rs.-/-** for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2005.

THE CONDITIONS of this obligation are:

1. If the Bidder, having its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

Appendix B
(Please see **Clause 36** of
Instructions to Tenderers)

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE GUARANTEE BOND**

Ref : _____

Date

Bank Guarantee NO. _____

To

The Chief Commissioner of Income tax,
(Address).

1. Against contract vide Advance Acceptance of the **Tender No :** covering **Scanning, Digitization of Challans/Scrolls along with software facility for Search and Retrieval of data and Scanned Images of the Income Tax Department (hereinafter called the said 'contract')** entered into between the President of India acting through The Chief Commissioner of Income tax (hereinafter called the Client) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor we ----- Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any

court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Vendor shall have no claim against us for making such payment.

- 5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating tot he said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

Appendix C
(Please see Clause 35 of
Instructions to Tenderers)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2005 between the President of India acting through The Chief Commissioner of Income tax(hereinafter "the Client") of one part and (Name of Vendor) (hereinafter "the Service Provider") of the other part:

WHEREAS the Client is desirous that certain Services should be provided by the Vendor, viz, namely **Scanning, Digitization of Challans/Scrolls along with software facility for Search and Retrieval of data and Scanned Images of the Income Tax Department** and has accepted a bid by the Service Provider for the supply of those Services in the sum of (Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) Invitation for Bids.
 - (b) the Schedule of Requirements
 - (c) the General Conditions of Contract.
 - (d) the Client's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Vendor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

DELIVERY SCHEDULE :

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

Signed, Sealed and Delivered by the

said _____ (For the Client)

in the presence of : _____

Signed, Sealed and Delivered by the

said _____ (For the Service Provider)

in the presence of : _____

Appendix D
(Please see Clause 30.4 of
Section III)

NON-DISCLOSURE AGREEMENT

AGREEMENT, made effective this
day of, XXXXXXXX between The Chief Commissioner of Income tax, Income Tax
Department (hereinafter "CCIT") and _____

(hereinafter "THE SERVICE PROVIDER").

With respect to CONFIDENTIAL INFORMATION furnished by the parties to each
other, the parties agree as follows:

1. That CONFIDENTIAL INFORMATION is received by each party for
purposes of Scanning, Digitization of Challans/Scrolls along with software facility
for Search and Retrieval of data and Scanned Images of the Income Tax
Department. CONFIDENTIAL INFORMATION is defined as meaning information
of The Chief Commissioner of Income tax or THE SERVICE PROVIDER
identified as or relating to its activities, data made available or accessible, data
generated during operations, business strategies, business arrangements,
computer and network operations, functions and systems architecture which may
be disclosed in oral, written, graphic, machine-recognizable, and/or sample form,
which is exchanged between the parties and which is clearly designated, labeled,
or marked as confidential and/or proprietary or its equivalent. The disclosing party
will confirm CONFIDENTIAL INFORMATION, which is disclosed orally, in writing
within thirty (30) days after such oral disclosure. Each party shall limit
dissemination of CONFIDENTIAL INFORMATION to only those The Chief
Commissioner of Income tax or THE SERVICE PROVIDER employees and
consultants, demonstrating and requiring a need to know.

2. That for a period of three (3) years after the execution date of this
Agreement, each party shall (1) restrict dissemination of CONFIDENTIAL
INFORMATION to only those employees who must be directly involved in

evaluation of the CONFIDENTIAL INFORMATION (2) use the same degree of care as for its own information of like importance and at least use reasonable care, in safeguarding against disclosure of CONFIDENTIAL INFORMATION.

3. That each party shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know, without the prior written approval of the other party.

4. That each party will promptly return such CONFIDENTIAL INFORMATION at the request of the other or certify to the destruction of such CONFIDENTIAL INFORMATION.

5. The Service Provider shall maintain full confidentiality of the data obtained while answering queries/complaints of Client's customers. Under no circumstances the Service Provider shall divulge/reveal/share such data. Service provider shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of the client and shall be handed over to the client on expiry of the contract or when asked for during the currency of the contract. The facility should have appropriate electronic access control systems to ensure only authorized personnel has access.

6. That nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this Agreement.

7. That during the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by either party shall be construed as CONFIDENTIAL INFORMATION which is now available or becomes available to the public without breach of this Agreement, is released in writing by the disclosing party, is lawfully obtained from a third party or parties, is known to receiving party prior to such disclosure, or is at any time developed by receiving party independently of any such disclosure or disclosures from the disclosing party, is disclosed pursuant to the lawful requirement or request of a

Governmental Agency or disclosure is permitted by operation of law, provided that the party making the disclosure has given prior notice to the other party and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.

8. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of India.

10. It is understood that this Agreement does not obligate either of the Parties to enter into further or continued discussions and assumes no commitment, financial or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the date first written above.

AGREED:

The Chief Commissioner of Income tax, Income Tax Department

By: _____

By: _____

(Authorized Signature)

(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Appendix E

Valid OLTAS Bank Code	
Bank Name	Bank_cd
ANDHRA BANK	AB
ALLAHABAD BANK	AL
BANK OF BARODA	BB
BANK OF INDIA	BI
STATE BANK OF BIKANER AND JAIPUR	BJ
BANK OF MAHARASHTRA	BM
CENTRAL BANK OF INDIA	CB
CANARA BANK	CN
CORPORATION BANK	CO
DENA BANK	DB
HDFC BANK	HD
INDIAN BANK	IB
ICICI BANK	IC
IDBI LTD	ID
INDIAN OVERSEAS BANK	IO
J&K BANK	JK
ORIENTAL BANK OF COMMERCE	OB
PUNJAB NATIONAL BANK	PN
PUNJAB & SIND BANK	PS
RESERVE BANK OF INDIA	RB
STATE BANK OF INDIA	SB
STATE BANK OF HYDERABAD	SH
STATE BANK OF INDORE	SI
STATE BANK OF MYSORE	SM
STATE BANK OF PATIALA	SP
STATE BANK OF SAURASHTRA	SS
STATE BANK OF TRAVANCORE	ST
SYNDICATE BANK	SY
UNITED BANK OF INDIA	UB
UNION BANK OF INDIA	UI
UCO BANK	UO
UTI BANK	UT
VIJAYA BANK	VB

ONLY FOR THE PURPOSE OF NAMING FLAT FILES as per clause 4(iii) of section V. Not to be used for naming scanning images as per clause 4 (vi) to (ix) of section V for naming scanned images BSR codes available with CIT(CO) are to be used.

Valid RCC Code	
RCC Code	RCC Description
AGR	AGRA
AHM	AHMEDABAD
ALD	ALLAHABAD
AMR	AMRITSAR
BBN	BHUBANESWAR
BLR	BANGALORE
BPL	BHOPAL
BRD	BARODA
CAL	CALCUTTA
CHE	CHENNAI
CHN	COCHIN
CMB	COIMBATORE
DEL	DELHI
HYD	HYDERABAD
JBP	JABALPUR
JDH	JODHPUR
JLD	JALANDHAR
JPR	JAIPUR
KLP	KOLHAPUR
KNP	KANPUR
LKN	LUCKNOW
MRI	MADURAI
MRT	MEERUT
MUM	MUMBAI
NGP	NAGPUR
NSK	NASIK
PNE	PUNE
PTL	PATIALA
PTN	PATNA
RCH	RANCHI
RKT	RAJKOT
RTK	ROHTAK
SHL	SHILLONG
SRT	SURAT
TVD	TRIVANDRUM
VPN	VISHAKHAPATNAM

Appendix F

Valid Major Head Codes	
Major Head Description	Major Head Code
CORPORATION TAX	20
INCOME TAX	21
HOTEL RECEIPTS TAX	23
INTEREST TAX	24
SECURITIES TXN TAX	25
FRINGE BENEFIT TAX	26
EXPENDITURE/OTH TAX	28
ESTATE DUTY	31
WEALTH TAX	32
GIFT TAX	33
SECURITIES TXN TAX	34
BANKING CASH TXN TAX	36

Valid Minor Head Codes	
Minor Head Description	Minor Head Code
ADVANCE TAX	100
SURTAX	102
TAX ON DISTRIBUTED PROFITS OF DOMESTIC COMPANIES	106
TAX ON DISTRIBUTED PROFITS TO UNIT HOLDERS	107
V. D. I. S	110
TDS	200
SELF ASSESSMENT TAX	300
REGULAR ASSESSMENT	400
OTHER RECEIPTS	500
PRESUMPTIVE TAX	600
K.V.S.S.	700

