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**INCOME TAX DEPARTMENT
MUMBAI**

NOTICE INVITING THE TENDER

The Income Tax Department, Mumbai intends to invite sealed Tender from bonafide and reputed OEMs for supply and installation of Licensed Micro-Soft Office Std 2013 Indic Software. Reputed OEMs (Original Equipment Manufacturers) or Authorised Dealers permitted by OEM can obtain the Tender Document from the office of the **Income Tax Officer (HQ) Systems at Room No.380, 3rd Floor, Aayakar Bhavan, Mumbai – 400 020**, free of cost on any working day **from 30.10.2014 onwards** during office hours or can be downloaded from the website www.incometaxindia.gov.in.

The Bids are required to be submitted in the sealed drop box latest by **24.11.2014** before **2.00 PM** in the office of the **Income Tax Officer (HQ) Systems, Room No. 380, Aayakar Bhavan, Mumbai-20**.

Bids will be opened on **24.11.2014** at **3.30 PM** in Conference Room (Room No. 375), 3rd Floor, Aayakar Bhavan, M.K. Road, Churchgate, Mumbai-400 020 in front of the bidders or their representatives.

- ❖ A combined tender for supply and installation of Licensed Micro-Soft Office STD 2013 Indic Software shall be awarded to the vendor/service provider with the lowest bid for the above as per the terms & conditions mentioned in the tender documents.
- ❖ Terms & Conditions have been uploaded as Annexure to the 'Notice Inviting the Tender'.

Sd/-
(Nishi Padma)
Deputy Commissioner of Income Tax (HQ)
Systems & Projects, Mumbai.

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**Office Of the
Pr. Chief Commissioner Income Tax (CCA), Mumbai
Aayakar Bhavan, M K Road, Mumbai**

No:CIT(CO)/MUM/2014-15/MS-Office

Dated: 28.10.2014

Subject: Open Tender for supply and installation of Software i.e. MS-Office as per the specifications

Tender Notice No. : CIT(CO)/MUM/2014-15/MS-Office

There is requirement of Software i.e MS-Office (Standard) Indic-2013 MOLP in this office as per the technical specifications given below. Sealed bids are invited for and on behalf of the President of India by Pr. CCIT(CCA), Mumbai for the supply and installation of these items at the designated places at various offices of the Income Tax Department at Mumbai and Navi Mumbai as per Annexure V to bid document. To discourage non serious bidders, OEM (Original Equipment Manufacturer)/ Authorized Dealers permitted by OEM to participate fulfilling the eligibility criterion as per Para 3 of Annexure-I of this bid document are invited to submit the bids:

S.NO	Item	Description	Quantity
1	Software	MS-Office Std 2013 INDIC MOLP	993

2. The address and contact numbers for obtaining and sending Bid related document or seeking clarifications regarding this NIT/Tender Document are given below:

	Address at which bid document will be available	Income Tax Officer (HQ) Systems, R.No. 380, Aayakar Bhawan, Mumbai.
	Tender can be downloaded from	www.incometaxindia.gov.in
	Duration for which bid document will be available	From 30 th Oct, 2014 till 24 th Nov, 2014 upto 3:00pm
a	Bids/queries to be addressed to	ITO(HQ) Systems, R.No. 380, Aayakar Bhawan, Mumbai.
b	Postal address for sending the Bid related documents	ITO (HQ) Systems, R.No. 380, Aayakar Bhawan, Mumbai.
c	Name/designation of the contact personnel	Damayanthi M. ITO(HQ) Systems, R.No. 380, Aayakar Bhawan, Mumbai.
d	Telephone number of the contact personnel	9969233365
e	Fax number	022-22010588

3. The bid shall consist of:

- i) Technical bid
- ii) Financial Bid as prescribed in Schedule I

(a) Technical Bid shall contain the following documents:

- I. Qualification information and supporting documents as specified in minimum eligibility criteria contained in Para 3 of Annexure-I of this document.
- II. EMD amounting to Rs. 3,95,000/- (Rupees Three Lakhs Ninety Five Thousand Only) by way of Demand Draft or Pay order or Banker's Cheque of any Nationalised Bank in favour of ZAO,CBDT, Mumbai.

Note:

- I. The offers without EMD will be rejected. However, there is exemption of EMD applicable to the units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department as defined under Rule 157 of General Financial Rules(GFR), 2005. A copy of valid certificate shall be enclosed along with the bid for availing EMD exemption.
 - II. Unsuccessful bidders' EMD will be discharged/ returned without any interest within 3 weeks from the date of bid validity or upon receipt of signed contract or performance guarantee from the successful bidder, whichever is earlier.
 - III. For the successful bidder the EMD shall be refunded without any interest at the time of release of final payment. The EMD will be forfeited if any bidder dishonours its bidding commitments.
- III. Undertaking that bid shall remain valid for the period of 90 days after bid opening.
 - IV. PAN Card, VAT/Sales Tax Registration Certificate.
 - V. Acceptance of Tender per Annexure -IV of this bid document.
 - VI. Letter of indemnity as per para 9.7 and in the format as per Annexure VI to this bid document.

(b) Financial Bid shall contain:

- I. Financial bid in prescribed format as per Schedule-I of this document

4. **Period of Bid Validity:** Bids shall remain valid for 90 days after the date of Bid opening. Any Bid valid for a shorter period than the period specified shall be rejected as non-responsive.

5. **General Terms and conditions of the contract:** The terms and conditions of the contract shall be as per Annexure-I of this document.

6. **Last date and Time for submission of Bids:**

- The last date for receipt of sealed Bids is 24th November, 2014 till 02.00 PM.

7. **Opening of Bids:** The Technical bid shall be opened on 24th November, 2014 at 03.30 PM following which Financial bid will be opened immediately afterwards.

Note: If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer.

8. **Manner of Bidding:** Bidder should follow the procedure as mentioned in Annexure-II in respect of the procedure to be followed for submission of the bid.

9. **Acceptance of Tender:** A specific mention in the tender to the effect that the terms and conditions mentioned above in the tender is acceptable to the firm in full is to be made as per the Acceptance mentioned at Annexure-III along with the technical bid.

10. **Delivery and Installation Period:** The delivery period should be within a week and the period for installation of the all the licensed software at the designated places at various offices of the Income Tax Department at Mumbai and Navi Mumbai as per Annexure V to bid document should be maximum three weeks from the date of issue of supply order.

Enclosures:

1. Annexure I: Terms and Conditions
2. Annexure II: Procedure for submission of bid
3. Annexure III: Acceptance of Tender
4. Annexure IV: Installation report
5. Annexure V: List of Offices of the Income Tax Department in Mumbai and Navi Mumbai
6. Annexure VI: Letter of indemnity
7. Schedule I: Financial bid schedule

ANNEXURE-I

General Terms and conditions of the contract

1. **Bid Prices:**

- i. The prices shall be quoted in Indian Rupees only.
- ii. The prices shall be quoted for destination and no additional cost for delivery and installation will be entertained.
- iii. All taxes, duties etc. leviable should be clearly indicated.
- iv. The prices quoted shall remain firm and fixed for the duration of the delivery and installation and shall not be subject to price variation on any account.

2. **Correction of errors**

In the process of evaluation of Financial Bids, following procedure will be adopted for correction of errors:

1. Where there is a discrepancy between the rates in figures and in words, the rate given in words will govern.
2. Where there is a discrepancy between the unit rate and the total cost, the total cost arrived at by multiplying the unit rate to the quantity, will govern.

The amount stated in the Bid will be corrected in accordance with the above procedure for removal of errors and shall be considered binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest Money shall be forfeited.

3. **Minimum Eligibility Criteria/Pre-Qualification criteria.**

a) The Firms should be presently registered with DGS&D in software category, New Delhi. Only registered bidders shall be eligible for award of order provided they also meet the eligibility criteria mentioned in the succeeding paragraphs.

b) OEM or their authorised Channel Partner (not both simultaneously) would be eligible to quote. One bidder would not quote/offer the same/similar products of a schedule of more than one OEM and multiple channel partners of one OEM shall not be eligible to quote in a schedule. The bidder as channel partner shall furnish the necessary authorization letter from OEM in this regard.

c) OEM should be a member of NASSCOM (National Association of Software and Services Companies).

d) Same or similar software products of the OEM should also have been satisfactorily supplied and functioning for at least 100 licenses in any Government Central/State/PSU) departments in India last 3 fiscal years.

e) Should have a minimum average annual turnover of Rs.5,00,00,000/- (Five Crores Only) during the last three years for the period ending 31.03.2014.

f) Should enclose immediately preceding three financial years' audited balance sheet duly certified by the Chartered Accountant.

4. **Bid Evaluation and Award Criteria**

The price bids of those bidders, who fulfill the minimum eligibility criteria, will be evaluated as under:

The purchaser shall award the purchase order to the bidder whose offer has been determined to be the lowest evaluated bid for bid as a whole and is substantially responsive to the bidding documents, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

5. **Purchaser's Right to Vary Quantities**

At the time of placing supply order the purchaser reserves the right to increase or decrease the quantity of goods from the quantity originally specified in the Schedule of Requirements.

6. **Delivery and Installation Period:** The delivery period should be within a week and the period for installation of the all the licensed software at the designated places at various offices of the Income Tax Department at Mumbai and Navi Mumbai as per Annexure V to bid document should be maximum three weeks from the date of issue of supply order.

7. Payment Terms: No advance payment shall be made. Full and final payment shall be made after successful completion of the contract and upon submission of the certificate in respect of successful installation of the software in the proforma as prescribed in Annexure-IV alongwith the delivery challans and receipt of Pre-receipted bills in triplicate

8. Purchaser's Right to Accept or Reject Any or all Bids: The purchaser reserves the right to accept or reject any bid or all Bids at any time prior to Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser.

9. Other Terms & Condition:

9.1 Warranty and replacement: The Contractor shall provide for the tendered software comprehensive warranty (updates and patches) for parts as well as labour for a period of 36 months from the date of delivery and successful installation of the software at no extra charges. In case any defect arises during warranty period, the Contractor should replace/rectify the same at its own cost at site/ works.

9.2 Contractor's Default Liability:

The purchaser may upon written notice of default to the Contractor terminate the contract in whole or in part in circumstances detailed hereunder:

- If in the judgment of the Purchaser, the Contractor fails to make delivery and installation of software within the time specified in the contract

- If in the judgment of the Purchaser, the contractor fails to comply with any of the other terms and conditions of the contract.

- In the event, the Purchaser terminates the contract in whole or in part, the purchaser reserves the right to purchase such items and in a manner as he may deem appropriate software similar to that terminated and the contractor shall be liable to pay the purchaser for any additional costs for such similar stores and or for liquidated damage for delay as defined in clause "Delay in completion in liquidated damages" until such reasonable time as may be required for the final supply and installation of software.

- In the event the purchaser terminates the Contract, the purchaser in addition to any other rights provided in this article, may require the contractor to transfer title and deliver to the purchaser under any of the following cases in the manner and as directed by the purchaser.

i) Any completed software installations

ii) Such partial software installations, drawing information and contract right (herein after called manufacturing material) as the Contractor has specifically produced or acquired for the contract as terminated. The purchaser shall pay to the Contractor the contract price for completed stores delivered to and accepted by the purchaser and for manufacturing materials delivered and accepted.

9.3 Rejection/Cancellation of Contracts:

In the event, any of the software supplied by the Contractor is found defective not in conformity with the requirements of the contract specifications, the purchaser shall either reject the stores or request the contractor, in writing, to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective software free of cost to the purchaser within reasonable time as specified by the purchaser. If the contractor fails to do so, the purchaser may at his option either:

i) Replace or rectify such defective stores and recover the extra cost so involved from the contractor, or

ii) Terminate the contract for default as provided under Para 9.2.

The purchaser reserves the right to claim compensation for the loss suffered by the Purchaser on account of Contractor's failure to execute the Contract.

9.4 Force Majeure:

Neither of the parties hereto shall be liable for damage or have the right to cancel for any delay or default in performing its obligations if such delay or defaults are caused by conditions beyond its control including but not limited to fire, storm, floods, earthquakes, acts of God, government restrictions, continuing domestic or international problems (such as wars, rebellion, insurrections, strikes, riots, work stoppages, Labour dispute) or delays to ancillary materials, which affect the dates of fulfillment of any obligations as per the purchase order.

Such dates will be respectively postponed for the period of continuance of such force majeure circumstances and the other party can suspend the performance of its obligations correlated to the postponed obligation of the affected party. The obligation thus postponed shall be resumed after the force majeure circumstances have ceased.

At the beginning, during and at the pre-visible end of the force majeure circumstances the parties shall promptly consult with each other about appropriate counter measures to be taken. If the performance of obligations of any party should be delayed more than six (06) months by reasons of force majeure circumstances mentioned above, the parties shall mutually consult about the subsequent performance of obligations.

9.5 Delay in Completion/liquidated Damages:

If the contractor fails to complete the supply of the equipments within the delivery and installation period specified in the contract or any extension thereof, given by the purchaser, the purchaser shall recover from the contractor as liquidated damages a sum at the rate of half percent (0.5 %) of the price of the software delayed for each calendar week or part hereof delay. The total liquidated damages shall not exceed two (2) percent of the contract price.

9.6 Patent Infringement:

The Contractor shall indemnify Purchaser and hold Purchaser harmless against any damages or costs arising out of claim or action brought against Purchaser as a result of infringement of any patent by the Contractor. The Contractor at its own expense shall define and settle any such claim/action. The successful bidder shall be liable to indemnify Income Tax Department, Mumbai in all respects in the prescribed proforma as per Annexure- VI to this bid document.

9.7 Applicable Law:

The Contract shall be interpreted, construed, and governed by the laws prevalent in India and shall be subject to exclusive jurisdiction of civil courts at Mumbai.

9.8 Procedure for Evaluation of Bids:

Technical Evaluation Criteria: Vendors meeting the basic criteria mentioned in tender document shall be considered to be technically qualified.

Financial Evaluation Criteria: The following elements shall broadly be considered for evaluation of **Financial Bids:**

a) Basic Price quoted by the bidder for meeting the functionalities as given in Purchaser's specifications for the tendered software.

b) Compliance with the Payment Terms prescribed in this document.

9.9 The items shall be delivered at the designated places at various offices of the Income Tax Department at Mumbai and Navi Mumbai as per Annexure V to bid document.

10. Performance Security:

Bank Guarantee towards performance security of the contract equivalent to 5% of the Contract value initially valid for one year and extendable on annual basis till expiry of Comprehensive Warranty shall be furnished by the successful bidder within 7 days of successful bidding, failing which the bid shall be liable to be cancelled without any further reference to the bidder . In case the bidder does not extend the bank guarantee the same shall be encashed by this office.

ANNEXURE-II

Procedure for submission of Bids

1. It is proposed to have a Two Bid System for this tender:
 - a) Technical Bid in one sealed cover super -scribing the wordings "**Technical Bid**" alongwith EMD in separate sealed envelope.
 - b) Financial Bid in another sealed cover super scribing the wordings "**Financial Bid**".

Both these separately sealed covers to be placed in bigger outer sealed envelope super scribing "**Tender for Supply and Installation of Licensed MS Office Std 2013 Indic Software**"

2. The sealed envelope thus prepared should also indicate clearly the name and address of the bidder to enable the bid to be returned unopened in case it is declared "**late**".

Cost of Tender

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

Modification of Tender Document

4. At any time prior to the last date for receipt of bids, the Department may for any reason, modify the Tender Document.
5. The modification will be notified on the website www.incometaxindia.gov.in.

Language of Bids

6. The bids prepared by the bidders and all correspondence and documents relating to the bids exchanged by the Bidders and the Client, shall be written in Hindi &/English language provided that any printed literature furnished by the Bidders may be written in another language so long as accompanied by an Hindi&/English translation in which case, for purposes of interpretation of the bid, the Hindi&/English translation shall govern.

Document comprising the Bids:

7. The Bid submitted by the bidders shall comprise of following components:-
 - a) **Technical Bid shall consisting of details as mentioned in Para 3(a) of the Main Bid document..**
 - b) **Financial Bid consisting of the details as mentioned in Para 3(b) of the Main Bid document.**

8. The bidder shall confirm its acceptance to the all the clauses mentioned in the "Procedure for submission of Bids"(Section-II) by signing the declarations as given below.

We confirm our acceptance to all the clauses mentioned above under "Procedure for submission of Bids –Annexure-II"

**SIGNATURE OF THE AUTHORISED SIGNATORY OF THE BIDDER WITH STAMP
AND SEAL**

TECHNICAL BID
FORMAT AND REQUIREMENTS

1. Tender No:.....
2. Name of Bidder:.....
3. Complete office address of Bidder:.....
4. Contact details of authorized person of Bidder who has signed the tender:
 - a. Name.....
 - b. Designation.....
 - c. Phone (office).....
 - d. Phone(mobile).....
 - e. E mail.....
5. Due date & Time of submission of bid:.....
6. EMD payment details (DD number & bank detail).....
7. Submission of technical confirmations and supporting evidences to the requirements as mentioned in Para 3 of the Main bid document.

SCHEDULE-I

PRICE BID SCHEDULE

Sl. No	Description of item	Qty	Unit Rate(Rs)	Taxes ,duties and any other charges per unit (Rs)	Total Price (all inclusive) (Rs)
1	Licensed MS Office Std 2013 INDIC MOLP	993			

Total Price (Rupees -----only) inclusive of all taxes and duties.

We confirm that the prices quoted shall remain firm and fixed for the duration of the delivery and shall not be subject to price variation on any account.

Signature of Authorized Signatory

**Seal of the bidder
Contact Address and Tel. No.**

ANNEXURE III
Acceptance of Tender

(Bidder are required to fill of blank space in this form of tender and submit along with the technical bid)

1. Having examined the instruction and general conditions, criteria as well as the site, we the undersigned offer to execute, complete and maintain the whole of the said order in conformity with the said instructions, standard conditions of contract as well as relevant safety codes.

2. We undertake to supply the items within a week and complete installation within 3 weeks after the receipt of supply order. We have deposited earnest money of Rs. 3,95,000/- (Rupees Three Lakhs Ninety Five Thousand and only) by demand draft in favour of ZAO, CBDT, Mumbai, which amount is not to bear any interest. We do hereby agree that this sum shall be forfeited by the Pr.CCIT(CCA), Mumbai in the event our tender is accepted and we fail or delay in signing the contract or carry out the work when called upon to do so.

3. We agree to abide by this tender and keep the offer open and irrevocable for a period of 30 days from the date fixed for receiving the same and it shall remain binding upon us and the tender/offer may be accepted at any time before expiry of that period.

4. In the event of our tender being accepted and until a formal agreement/contract is prepared and executed, this tender together with the written acceptance of our Authorised signatory thereof shall constitute a binding obligation upon us.

5. We understand that the Pr. CCIT(CCA), Mumbai reserves the right to reject any tender it may receive without assigning any reason.

Signature_____

Name of Authorized signatory of the tenderer:

Name of tenderer:

Address of tenderer:

Contact Tel. No.:_____

e-mail address:_____

(The letter of authority in favour of the signatory to be submitted in original)

ANNEXURE-IV

Sl.No.....(Office use)

**INSTALLATION REPORT
To be submitted to JD(Sys)(Nodal Officer)
By the Authorised Engineers of successful bidder**

Building Name : CCIT/DIT/CIT
Charge:
Room No. :

Username and Designation with employee code:
Date of installation:

Item installed	Sr. No.
MS Office Std 2013-Indic MOLP	

Remarks, if any:

This is to certify that MS Office Std. 2013 Indic software with media has been delivered and installed and it is working satisfactorily as on...../...../2014.

Signature of User
(Username and Designation)

Installed by:

Office seal

(Name and Sign)
Seal

Sign of FMS M/s IBM
Mumbai

Sign of DD(Sys)
(Name and Designation)

Office seal

ANNEXURE-V

List of Income Tax Offices in the Mumbai & Navi Mumbai Region

Sr. No.	Name of the Building
1	Aayakar Bhavan, M.K. Road, Mumbai-400020.
2	Old CGO Annexe Building, M.K. Road, Mumbai-400020.
3	Scindia House, Ballard Estate, Mumbai.
4	Pratyakshakar Bhavan, Bandra-Kurla Complex, Mumbai-400051.
5	3 rd & 4 th Floor Tower No.6, Vashi Railway Station Complex, Vashi, Navi Mumbai.
6	29 TH Floor, World Trade Centre-I, Cuffe Parade, Mumbai.
7	Matru Mandir, Tardeo Road, Tardeo, Mumbai - 400007.
8	Earnest House, Nariman Point, Mumbai - 400021.
9	Piramal Chambers, Lal Baug, Parel, Mumbai - 400012.
10	K Mittal Building, Charni Road, Mumbai - 400002.
11	Mittal Court, Basement and 3 rd Floor, Nariman Point, Mumbai - 400021.
12	Mahalaxmi Chamber, Opposite Race Course, Mumbai-400034

ANNEXURE-VI
LETTER OF INDEMNITY

To,
The Pr. Chief Commissioner of Income Tax (CCA),
Aayakar Bhavan, Mumbai.

Sir,

**Sub: Sale of Licensed MS Office Std. 2013 Indic software to be used on
Desk Top Computers – reg.**

WHEREAS, the Income Tax Department, Mumbai, hereinafter referred to as the Department has expressed desire to purchase MS Office Std 2013 Indic software to be used on personal computers for the various functions as per the Schedule hereunder written and which are hereinafter for brevity sake referred to as 'the said systems package' subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OF INDEMNITY WITNESS THAT

We, the _____ hereby declare and certify that we are the rightful owners/ licenses of the said systems package offered for sale in the Department and that the sale of the said systems package to the Department does not infringe the property or copy rights of any other person and that the same does not infringe the copy of Rights Act, 1957 or any other Act for the time being in force. We, the said _____ hereby agree in indemnity and keep indemnified and harmless the Department, servants, agents and other authorized persons against any action that may be brought against them for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to the Department and will defend the same at our cost and consequences and will pay or reimburse the Department, its officers, servants, agents and other authorized persons from all the costs and other expenses that may be put to or incur in that connection.

SCHEDULE :

Yours faithfully,

(Signature, Name and Designation of Authorized Signatory)

