



TENDER DOCUMENT
FOR
PROVIDING SERVICES FOR DESIGNING,
DEVELOPING AND MAINTAINING A
NCLT IBC MANAGEMENT SYSTEM

Opening date of Tender	12.11.2024
Last date of Tender submission	11.11.2024 by 03.00 PM
Opening of Technical Bid	12.11.2024 by 11.30 PM
Opening of Financial Bids	12.11.2024 by 12.30 PM
Place of opening of Bids	The Income Tax Officer (HQ) (Judicial), Mumbai, Room No. 311, Aayakar Bhavan, Maharshi Karve Road, Mumbai - 400020

PRINCIPAL CHIEF COMMISSIONER OF INCOME-TAX,
MUMBAI
AAYKAR BHAVAN, MAHARSHI KARVE ROAD, MUMBAI-400020
Telephone: 022-22008275



**PRINCIPAL CHIEF COMMISSIONER OF INCOME-TAX,
MUMBAI**

**AAYAKAR BHAVAN, MAHARSHI KARVE ROAD,
MUMBAI-400020**

**Inviting Tender for Providing Services for Designing, Developing and Maintaining an
NCLT IBC Management System (NCIMS) for the O/o Principal Commissioner of
Income-Tax (Judicial), Mumbai**

TENDER NOTIFICATION

Principal Chief Commissioner of Income Tax, Mumbai on behalf of President of India invites quotations in sealed covers from reputed parties by **03:00 PM of 8th of November, 2024.**

Tender Notification No.	No. Mum./PCIT(Judl.) /NCIMS/2024-25
Tender notification Date	25.10.2024
Requirement of Software	Quotation for providing services for designing, developing and maintaining an NCLT IBC Management System (NCIMS)- Software designed to manage NCLT and IBC cases across the city of Mumbai.
Period of annual maintenance contract	Initially for 01 year- further extendable (Subject to satisfaction of the Competent Authority of the Department)
Opening date of Tender	12.11.2024
Last date of Tender submission	11.11.2024 by 03:00 PM
Opening of Technical Bid	12.11.2024 at 11:30 AM
Opening of Financial Bids	12.11.2024 at 12:30 PM
Tender Documents	The tender documents are available and can be downloaded from the website- www.incometaxmumbai.gov.in
Submission of tender documents	Sealed tenders with the words “Quotation for providing services for designing, developing and maintaining an NCLT IBC Management System (NCIMS)” super scribed on the top right-hand corner of the envelope is to be submitted to: The Income Tax Officer (HQ) (Judicial), Mumbai, Room No. 311, Aayakar Bhavan, Maharshi Karve Road, Mumbai – 400020.

PART-I

Sealed quotations are invited on behalf of Government of India by the Pr. CCIT, Mumbai, for better management of Income Tax Litigation matters across in Mumbai in relation to applications and cases filed before the NCLT and IBBI (across the city of Mumbai) to engage interested Software Development Companies/Firms/Concerns for design, development, implementation, update and service support on Annual Maintenance Contract basis.

The Pr. Chief Commissioner of Income-tax, Mumbai on behalf of the President of India invites quotations in sealed covers from reputed parties in two-part bids (Technical Bid & Financial Bid) for software designed to manage Litigation System across the city of Mumbai- **NCLT IBC Management System (NCIMS)**

INSTRUCTIONS TO BIDDERS:

1. ELIGIBILITY CRITERIA:

This Invitation to Bids is open to the Bidders fulfilling the following eligibility criteria. The Bidders not conforming to any of these parameters will not qualify:

- a. The Bidder should be experienced in providing Information Technology/ Software Services for 15 years or more and for at least 5 years in Mumbai.
- b. The service provider shall have Main Office or Branch Office in the city of Mumbai.
- c. The Bidders shall be in possession of the necessary licenses and approval by the Competent Authorities or any other Act governing the provisions of Information Technology/Software Services.
- d. The Bidders should have necessary registrations with the Govt. Agencies for compliance of all statutory/ Govt. requirements applicable to Information Technology/Software Services.
- e. The Bidders should have experience in Legal Technology for at least 10 years or more. The Bidders currently servicing or in the past have serviced the Income Tax Department for 10 years or more will be considered as an added advantage.
- f. The Bidders should be providing services in India and be 100% made in India.
- g. The Bidders should have, in past, serviced at least 5 different Government Departments/Organizations, anywhere in India.
- h. The Bidder should be an Income-Tax return filer and should have filed return of income for the last three assessment years, i.e. AY 2022-23, 2023-24 & 2024-25.

- i. One bidder can submit only one bid. Multiple bids submitted by the same bidder will summarily be rejected.
2. The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding document. Failure to furnish information required as per bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
3. **The bid is to be submitted in two parts in separate sealed envelopes, i.e., "Technical Bid" and "Financial Bid" and both the sealed envelopes shall be kept in one single envelope and must be properly sealed before dropping the bid in the tender box.**

4. **TECHNICAL BID:**

- **The Technical Bid submitted by the bidder shall include the following:**

- 4.1 The technical expectations from the bidders while providing Litigation/ Appeal Management Services are as follows:
 - a. A dedicated portal for managing Income Tax Department's NCLT and IBBI cases (across the city of Mumbai).
 - b. A custom portal for the department, with multiple domain names of choice for the portal and/or sub portals.
 - c. Auto sourcing of all Income Tax related cases from NCLT and relevant data from IBBI with no requirement of manual intervention from various stages like e-filing application, cause list and Resolution professional proceedings.
 - d. Auto source dates, orders, Cause List / other information provided by the respective NCLT courts and IBBI sites.
 - e. Auto-Sync cases with the respective NCLT and IBBI sites and update within the portal created for the tenderer.
 - f. Getting data from filing of application time before admission/hearing of case, where possible.
 - g. Auto sourcing PAN of company.
 - h. Options to manually add or modify case data (all income tax fields like name of parties, PAN, CA and IBC sections involved, Counsel names and many more should be covered in addition to the standard litigation data fields).
 - i. Various types of filters, search and sort options should be made available.

- j. Option to update the date of issue and service of notice and auto updating of time limit for filing of reply/claim.
- k. Custom fields, custom interface and look and feel (multiple iterations to suit the needs of tenderee and good UI-UX for user comfort and convenience).
- l. Data Access Control-limiting certain features across different commissioner charges or other charges should be provided.
- m. Data sharing and exporting options (csv, excel, json, etc.) should be made available.
- n. File Management module / Option to upload various documents and other related files to a given case.
- o. Cases must be mapped with companies MCA / ROC records
- p. Cases must be mapped with companies GST numbers
- q. Analytics module with different types of statistics, analysis, charts and graphs to help us make sense of the data in intelligent ways with customizations as needed by various officers of the department.
- r. A system to alert the office of Pr. CIT (Judicial), Mumbai on the matters coming up for hearing before the NCLT Bench (Mumbai bench) as per the **Cause-list** daily.
- s. To provide alerts to each officer in CIT/ Pr. CIT charges (Jt. CIT/DCIT/ACIT/ITO-AO/ Technical/ HQs) on the matters coming up for hearing before the NCLT and IBBI (Mumbai Bench).
- t. To provide alerts to concerned officer in CIT/Pr. CIT charges (Jt. CIT/DCIT/ACIT/ITO- AO/ Technical/ HQs) regarding the time limit for filing of reply and claims.
- u. Auto time flagging to concerned officer in CIT/Pr. CIT charges (Jt. CIT/DCIT/ACIT/ITO- AO/ Technical/ HQs) for challenging NCLT order before NCLAT.
- v. Maintain all past and present cases filed before the NCLT and IBBI - these combined may range from 50,000 to 75,000 cases.
- w. Batch Programs using Machine Learning or use of advanced scripts to auto-sort auto-categorize data and auto-assign values of various fields based on preset logic or department information- with a goal to reduce or minimize department manual work.
- x. Regular off-site data backups and data backup technology to be included with no storage limit.
- y. Vendor is responsible to follow all necessary guidelines and obtain necessary permissions as required as per Information technology Act and any other relevant Act. SSL certificates, data privacy and all security features to be included.

- z. Dedicated team/ help desk for support activities- like bulk uploading of very heavy files, or importing data via various formats as provided by Income Tax Department to the dedicated team.

Note: The vendor in this tender is responsible to enable new features and functionalities as per evolving NCLT and IBEI guidelines relevant to Income tax department. This may include the category of fetching of data, analyzing of data and presentation of data as per user requirements.

4.2 The Copies of documents required at the time of submitting the Bid along with the enclosures as per the checklist for Technical Bid are as follows:

- a. Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship, whichever applicable.
- b. Income-tax Returns for the last three Assessment Years i.e. 2022-23, 2023-24 & 2024-25 and a copy of PAN card.
- c. Copies of Audited Balance Sheet and Profit & Loss account for the last three Assessment Years i.e. AY 2022-23 2023-24 & 2024-25.
- d. Certificate from ESI Corporation (if any).
- e. Certificate from EPF Organization (if any).
- f. Registration certificate under Contract Labour Act (Regulation & Abolition) 1970 (if any).
- g. Registration certificate for GST.
- h. Details of 5 different Government Departments/Organizations to whom services have been provided by the bidder along with copies of contract.
- i. Any other certificates/ licenses required under any Act or regulation applicable to the provisions of Information Technology/ Software Services.
- j. All the necessary supporting documents required as per the **check-list for Technical Bid**.
- k. The **check-list for Technical Bid** shall be properly filled & enclosed along with the page numbering of the enclosures as necessary evidences/ supporting documents.

- 4.3** Information regarding any litigation, current or during the last three years in which the bidder was/ is involved, the opposite party(s) and the disputed amount. Non-disclosure of such information may lead to cancellation of contract in future.

- 4.4 Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed). Non-disclosure of such information may lead to cancellation of contract in future.
- 4.5 The Bidder shall sign its bid with the exact name of the concern to which the contract is to be awarded.
- 4.6 The Bid document filed by the bidder shall be typed or written in indelible ink. No overwriting or cuttings shall be permitted. No bid will be considered unless and until all the pages documents comprising the Bid are properly signed and stamped by the persons authorized to do so.
- 4.7 The Income Tax Department reserves the right to reject the bid having deviations from the prescribed terms and conditions.
- 4.8 The terms and conditions of contract mentioned, along with the Instructions to Bidders shall be signed and returned in the envelope marked as 'Technical Bid', otherwise the tender will be rejected.

5. FINANCIAL BID:

The financial expectations/ requirements from the bidders while providing Litigation/ Appeal Management Services are as follows:

- 5.1 Income Tax Department shall, deduct such tax at source as per the rules and issue necessary certificates to the Agency. The prices once accepted by the Income Tax Department towards Service Charges shall remain valid till the contract remains in force. The Income Tax Department shall not entertain any increase in the prices during the period.
- 5.2 The Price Bid shall comprise the components or break-up of prices as mentioned in the 'Financial Bid' in Form-V.
- 5.3 The services provider's service charges shall remain fixed during tenure of contract. The Financial Bid must be submitted in the proforma given at Form-V. The incomplete form or bid in unconformity with the proforma will be summarily rejected.
- 5.4 The bidder shall indemnify the Income Tax Department against the claims arising out of non-fulfillment of obligations by it under all Labour laws. EPF, ESI, and other statutory contributions to be paid for persons employed by the bidder shall be the sole responsibility of bidder.

5.5 The bidder shall sign its bid with the exact name of the concern to which the contract is to be awarded.

5.6 The bid document filed by the bidder shall be typed or written in indelible ink. No overwriting or cuttings shall be permitted.

6. The terms, conditions and expectations of the Income Tax Department in the tender documents to be fulfilled by Company/Firms/Concerns (Bidders) are as follows:

6.1 The Income Tax Department reserves the right to dismiss or remove any person or persons employed by the service provider, who may be incompetent or may not conduct himself/ herself properly and the service provider shall forthwith comply with such requirements.

6.2 All services shall be performed by persons qualified and skilled in performing such services and whose background check including police verification & due diligence has been conducted by the agency.

6.3 The service provider shall replace immediately any of its personnel (if they are unacceptable to the office because of security risk, Incompetence, conflict of interest and breach of confidentiality or improper conduct, etc) upon receiving written notice from the Department.

6.4 The service provider's personnel should be polite, cordial, prompt and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed by him.

6.5 The service provider shall not assign, transfer, pledge or sub-contract the work without the prior consent of this office.

6.6 The Personnel deployed by the service provider shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements/ administrative / organizational matter and other such matters which may be of confidential/ secret nature.

6.7 The Personnel deployed by the service provider shall not claim any benefit/ compensation/ absorption/ regularization of services with office under provision of Industrial Disputes Act, 1947 or Central Labour (Regulation Abolition) Act, 1970. Undertaking to this effect from the person will be required to be submitted by the service provider to the Department.

6.8 The service provider shall engage the necessary person(s) as required by the Department from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their

salary and other dues every month.

6.9 The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.

6.10 The service provider will provide the required personnel for a shorter period also, in case of exigencies as per the requirement of this office.

6.11 The service provider will provide a substitute well in advance if there is a probability of the person leaving the job due to his/ her personal reasons. The payment in respect of overlapping period of the substitute shall be responsibility of the service provider.

6.12 There will be no Interim Advance for the work to be assigned. Full and final Payment will be made after the complete execution of the work assigned subject to satisfaction of the Authority. The service provider will submit the bill in triplicate on an annual/quarterly basis and payment will be made electronically as per the provision of Income Tax Act and GST Rules.

6.13 The service provider shall be available at all time and message sent by e-mail/ Fax/special messenger from the Department to the service provider shall be acknowledged immediately on receipt on the same day. The Service provider shall also give a dedicated contact no(s) through which complaints can be lodged.

6.14 The agency should be registered with the concerned Government Authorities i.e. Labour Commissioner, Provident Fund Authorities Employees State Insurance Corporation etc., wherever applicable and copies of the registration should be submitted along with bid.

6.15 The Agency should submit a copy of its PAN and GST Number.

6.16 Escalation clause will not be accepted on any grounds during the period the contract is in force. The existing terms and conditions offered at the time of awarding the AMC, will also be in force in the case of update of the software.

6.17 The award of the contract will be subject to the fulfilment of the conditions laid down in GFR, 2017 as amended from time to time.

6.18 Any dispute arising out of the contract shall be subject to the jurisdiction of NCLT Court.

6.19 The Income Tax Department, Mumbai, if dissatisfied with the work of the Service Provider, may terminate the AMC at any time without assigning any reason whatsoever by giving 15 days' Notice of termination. In case of termination of service, interim period of service will be taken into consideration while paying the AMC. The Income Tax Department, Mumbai, if dissatisfied with the work of the Service Provider and for delays in completion of work may levy penalty without any controversy/dispute of any sort whatsoever.

7. SEALING AND MARKING OF BIDS:

- (a) The Technical Bid along with requisite documents shall be placed in one sealed envelope super scribed '**Technical Bid**'. The Financial Bid shall be kept in a separate sealed envelope super-scribed '**Financial Bid**'. Both the envelopes shall then be placed in one single, sealed envelope super scribed "**NCLT IBC Management System (NCIMS)**" and shall be addressed to the Principal Commissioner of Income Tax (Judicial), Mumbai. The **bidder's name, telephone number and complete mailing address** shall be indicated on the cover of the outer envelope so that if required, they may be returned to the bidder without opening them. No acknowledgement, in respect of receipt of any bid, shall be issued.
- (b) Both the inner envelopes (properly sealed) super-scribed "Technical Bid" and "Financial Bid" shall have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.
- (c) If the outer and inner envelopes are not sealed and marked as required, the Income Tax Department shall assume no responsibility for the bid's misplacement or premature opening.
- (d) If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super-scribed, "Technical Bid", or any duplicate copy of Financial Bid is kept in the envelope of Technical Bid, the Bid document will be summarily rejected in the first instance itself.
- (e) All the Bid documents submitted shall be serially page numbered and contain the index with page numbers for the contents/documents enclosed.
- (f) The bidders should submit/drop their duly sealed-in tender bid in 'Tender Box' kept in the room of The Income Tax Officer (HQ) (Judicial), Mumbai, Room No. 311, Aayakar Bhavan, Maharshi Karve Road, Mumbai - 400020. No acknowledgement, in respect of receipt of any bid, shall be issued.

8. DEADLINE FOR SUBMISSION OF BIDS:

- (a) Bids must be received by the Income Tax Department at the address specified not later than the particular date and time specified in the Tender Invitation Notice. The tender bids shall be dropped in the "Tender Box" which is kept in the room of Income Tax Officer (HQ) (Judicial), Mumbai, Room No. 311, Aayakar Bhavan, Maharshi Karve Road, Mumbai 400020, and is accessible to all during the working hours on all days irrespective of holiday declared or otherwise.
- (b) The Income Tax Department may, at its discretion, extend the deadline for submission of bids which will be binding on all the bidders.

- (c) Any bid received by the Income Tax Department after the deadline (last date & time for submission of tender bid) prescribed by the Income Tax Department, the bid will be summarily rejected without opening the envelope and would be considered as non-existent and no action will be taken.

9. MODIFICATIONS AND WITHDRAWAL OF BIDS:

- (a) No modification or substitution of the submitted application shall be allowed.
- (b) A bidder may withdraw its Tender after submission, provided that written notice of the withdrawal is received by the Income Tax Department before the due date for submission of applications. In case a bidder wants to resubmit his application, it shall submit a fresh application following all the applicable conditions.
- (c) The withdrawal notice shall be prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

10. VALIDITY:

The Bids shall remain valid for 30 days after the date of bid opening prescribed by the Income Tax Department. A bid valid for a shorter period shall be rejected by the Income Tax Department as non-responsive.

11. OPENING AND EVALUATION OF TECHNICAL BIDS:

- (a) All the quotations received shall be opened by the Tender Evaluation Committee constituted by the Pr. CIT, (Judicial), Mumbai on the same working day or any subsequent day in presence of bidders or their authorized representatives if they wish to be present. The Tender Evaluation Committee will recommend the prices of the services.
- (b) During evaluation of bids, the Income Tax Department, at its discretion, may ask the bidder for clarification / break-up of his bid & documents in support of his claim or otherwise.
- (c) No bidder shall contact the Income Tax Department on any matter relating to his bid from the date & time of the tender opened for submission of bid till the time of issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.
- (d) Any effort by a Bidder to influence the Income Tax Department in its decisions on bid evaluation, bid comparison or work order decision will result in rejection of the bid.
- (e) Where the bid has been signed by the Authorized Representative on behalf of the

concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (Income Tax Department may out rightly reject any bid, which is not supported by adequate proof of the signatory's authority).

(f) No alteration shall be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be admissible. Bids not complying with the terms and conditions listed in this section are liable to be ignored.

12. OPENING AND EVALUATION OF FINANCIAL BIDS:

(a) The Lowest Bid shall be decided upon the lowest price quoted by the particular bidder but bidder quoting zero or negative service charges will be rejected summarily.

(b) The Lowest Acceptable Bid will be considered further for placement of contract after examination, complete clarification and price negotiations as decided by the Income Tax Department, Mumbai.

13. Prior to the submission of Bid, the Bidder/ authorized representative may personally meet the Income Tax Officer (HQ) (Judicial), Mumbai, Room No. 311, Aayakar Bhavan, Maharshi Karve Road, Mumbai 400020, at his own cost in order to get clarifications on the technical requirements of the services as desired by the Income Tax Department. This is necessary to enable the bidder to gather all the necessary information, so as to prepare the Bid accurately after taking into consideration all the relevant factors. Submission of the bid, will, therefore, be considered as meeting the requirements of bidder having fully read and understood the tender document and the scope of work prescribed therein.

14. Making misleading or false representation or suppression of facts or material information in the bid document will lead to disqualification of the Bidder at any stage or cancellation of contract in future.

15. The Income Tax Department reserves the right to negotiate the price with the **finally** shortlisted bidder before awarding the work order or contract. It may be noted that Income Tax Department, Mumbai will not entertain any price negotiations with any other bidder.

16. Initially, the contract will be given for a period of 12 months. After evaluation of the performance in the 12 months of operation, the contract may be extended for a further period as may be decided by the competent authority.

17. The Income Tax Department, without assigning any reasons, reserves the right to accept or reject any bid, and to annul the bidding process and to reject all the bids at any time / stage, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the action of the Income Tax Department.

18. The instruction to be followed by the Bidders during the opening of technical and financial bids:

- (a) The prices and rates are written in both figures and words.
- (b) The rates should be quoted inclusive of taxes as applicable.
- (c) The bid may be rejected if it is not complete in all respect.
- (d) Furnishing of false, misleading, inaccurate information or particulars in the bid document or in any other manner shall lead to the disqualification of the bid and bidder at any stage or time. It shall also lead to the termination of the contract, if awarded.
- (e) The tenderer to whom the work is awarded would furnish name, address and contact number of a person with whom the Department /Controlling officer will keep contact with regard to a service being provided by such applicant on day-to-day basis.
- (f) During the period of execution of work, change in rates will not be entertained under any circumstances.
- (g) The Tender Evaluation Committee will have exclusive jurisdiction for evaluation of the technical qualification as well financial bidding in the said services.
- (h) The L-1 bidder will be awarded the contract if the vendor complies with all other requirements mentioned in the tender notice.
- (i) The Income Tax Department, Mumbai reserves the right to reject/accept any tender/ quotation without assigning any reason whatsoever.
- (j) The execution of work/services shall start after issuance of work order.

19. If bidders have any query, they may contact Income Tax Officer (HQ) (Judicial), Mumbai, Room No. 311, Aayakar Bhavan, Maharshi Karve Road, Mumbai 400020 or on email id **mumbai.cit.judicial@incometax.gov.in** on working days before quoting for technical bid.



R. T. Gajghate
25/10/2024

(R. T. Gajghate)

Income Tax Officer (HQ) (Judicial), Mumbai
For Pr. Commissioner of Income Tax (judicial), Mumbai.

रामचंद्र तू. गजघाटे
RAMCHANDRA T. GAJGHATE
आयकर अधिकारी (मुख्या.) (न्यायिक), मुंबई
Income Tax Officer (HQ) (Judicial), Mumbai

PART-II
Bidding System:

Interested firms / parties / companies are required to submit their quotations in two-part bids:

- a. **PART ONE:** Technical Bid
- b. **PART TWO:** Financial Bid

A. ENQUIRY REGARDING TENDER TERMS & CONDITIONS:

In case, any doubt about Tender Terms & Conditions, interested parties may contact The Income Tax Officer (HQ) (Judicial), Mumbai, Room No. 311, Aayakar Bhavan, Maharshi Karve Road, Mumbai 400020, for clarification and may contact over on phone Number: 022- 22008275 on any working day between 11.00 AM to 05.30 PM. The Interested parties are advised to study the tender document very carefully. Submission of tender bid shall be deemed to have been done only after careful study and examination of the tender document with full understanding of its implications.

B. TECHNICAL QUALIFICATION:

a	Tenderer should be experienced and reputed party in providing Information Technology/ Software Services and should have experience in providing Litigation Management Services.
b	The tenderer should be experienced in providing Information Technology/ Software Services with a minimum of 15 years of experience (at least 5 years in Mumbai) and 10 years of experience in legal technology. Bidder should have, in past serviced at least 5 different Government Department anywhere in India. Contract documents to be attached.
c	Copies of Income-Tax returns along with annual financial statements for the last three assessment years, i.e. AY 2021-22, 2022-23 & 2023-24 are required to be submitted.
d	Registration under the EPF Act, 1952 and ESI Act, 1948.
h	Details and documents as per para 4.1 & 4.2 and enclosures as per the checklist for technical bid.

C. OPENING OF TECHNICAL BIDS:

The Technical Bids will be opened on the scheduled date and time in the presence of Tender Evaluation Committee and bidders. The bidders attending the technical bids opening meeting should carry letter of authority from their firm/company.

D. OPENING OF FINANCIAL BID:

The Financial Bids of only those firms/companies/concerns, found technically qualified by the Tender Evaluation Committee, will be opened on the scheduled date and time.

E. CANCELLATION OF TENDERING PROCESS:

The Principal Chief Commissioner of Income-tax, Mumbai reserves the right to withdraw tender after floating it for public access or cancel the entire tendering process without assigning any reason thereof. In addition, the Principal Chief Commissioner of Income-tax, Mumbai reserves the right to accept or reject any or all tenders received either in full or part thereof or to split the work among more than one bidder, if necessary, without assigning any reason thereof.

F. LAST DATE FOR SUBMISSION OF TENDER:

Last date of Tender Submission, completed in all respect, is **11/11/2024 by 03:00 PM**. Tender shall be submitted in sealed cover and presented in the office of **The Income Tax Officer (HQ) (Judicial), Mumbai, Room No. 311, Aayakar Bhavan, Maharshi Karve Road, Mumbai 400020**.

G. SEQUENCING OF TENDER DOCUMENTS - FOR TECHNICAL BID:

Tender documents shall be prepared in below mentioned order and shall be submitted in the form of a book. **“Technical Bid- Form- III will be kept in separate sealed envelope super-scribing ‘Technical Bid’ Quotation for providing services for designing, developing and maintaining a NCLT IBC Management System (NCIMS)’**. It means that bidder will get the spiral binding of all necessary documents (and put-up fresh page numbers from starting) to make a book. Documents shall be arranged in following orders:

Checklist for Technical Bid

Sr. No.	NAME OF THE PARTICULARS	YES/NO and Enclosures at Page No.
1	Address proof along with Contact Details of authorized person:	
2	Total number of pages (properly signed and stamped)	
3	Affidavit on letter head or Judicial Stamp Paper for acceptance of all Terms & Conditions	
4	Bid documents signed with the exact name and seal of the concern to which the contract is to be awarded	
5	Bid Document should be: - legible, no overwriting or cutting - all pages are signed and stamped by authorized person - pages are serially numbered	
6	Form-I to Form-V to be signed & attached (from page no. to page no.)	
7	Incorporation Certificate of Firm/Company/Proprietorship	
8	Copy of PAN	
9	Copy of GST Registration (if any)	

10	Copy of EPF Registration (if any)	
11	Copy of ESI Registration (if any)	
12	Copy of registration under Contract Labor (Regulation and Abolition Act, 1970(if any))	
13	Any other certificate/license required under any Act or Regulation applicable to the provisions of hospitality services	
14	Certificate of Ethical Practice	
15	Bank Solvency Certificate in given format	
16	Non-Blacklist declaration attached	
17	Copy of Income Tax Returns for assessment years AY 2021-22, 2022-23 & 2023-24	
18	Copy of Audited Balance Sheet and Profit & Loss accounts for last three assessment years i.e A.Y. 2021-22, 2022-23 & 2023-24 attached	
19	Copy of contract documents with a least 5 Government Departments/Organizations.	
20	Information regarding any litigation during the last three years (including current year) in which the bidder was/is involved, the name of opposite party(s) and disputed amount (in Rs.) (Non-disclosure may lead to cancellation of contract in future)	
21	Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of the relevant documents to be attached) (Non-disclosure may lead to cancellation of contract in future)	

Please enclose all supporting documents for each of the above, failing which the bidder would be disqualified.

H. FINANCIAL BID

The Form-V will be kept in separate sealed envelope super scribing 'Financial Bid – Form – V will be kept in separate sealed envelope super-scribing 'Financial Bid' Quotation for providing services for designing, developing and maintaining an NCLT IBC Management System (NCIMS)'. The financial bid shall be submitted as per Form V- annexure of tender document.

NOTE: All quotations received will be initially evaluated on technical parameters, as described in Tender Document.



Gajghate
25/10/2024
(R. T. Gajghate)

Income Tax Officer (HQ) (Judicial), Mumbai
For Pr. Commissioner of Income Tax (judicial), Mumbai.

रामचंद्र तू. गजघाटे
RAMCHANDRA T. GAJGHATE
आयकर अधिकारी (मुख्या.) (न्यायिक), मुंबई
Income Tax Officer (HQ) (Judicial), Mumbai

PART- III
GENERAL CONDITIONS OF TENDER

1. **Period of Contract:** The period of tender is for 01 years and after evaluation of the performance in the 12 months of operation, the contract may be extended for a further period as may be decided by the competent authority.
2. **Evaluation of Performance:** After every three months from the date of issue of work order, the service provider will be evaluated on the basis of service performance and compliance to the guidelines and rules detailed in this document. If the service provider fails to meet the terms and condition of contract / agreement, the contract can be cancelled at that time.
3. Income-tax Department reserves the right to terminate the contract, so awarded with 2 months' notice with/without assigning any reasons for violation of any terms & conditions mentioned in the contract and such firm/company would be blacklisted.
4. If the service provider fails to render the services to the satisfaction of officer in charge on any particular day for any reason during the contract period, appropriate deductions will be made from the bills of the service provider for ineffective/incompetent services.
5. TDS, if applicable shall be deducted from all payments made to the service provider as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time. GST shall be applicable as per Government of India norms.
6. The rates quoted by the party will be unconditional. Conditional tender will summarily be rejected.
7. Any other matter, which has not been specifically covered by this contract, shall be decided by the Income tax Department, whose decision shall be final and conclusive.
8. The staff of service provider would for no purpose be considered as employees of Income Tax department, Mumbai.
9. On all or any matters of dispute arising from this contract, the decision taken by the Principal Commissioner of Income-tax (Judicial), Mumbai shall be final and conclusive.



[Signature]
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**PART-IV
EVALUATION METHOD**

The criteria of selection as well as rejection:

1. The bidder should fulfill eligibility criteria mentioned above in this document and should be able to qualify for consideration at the stage of technical evaluation: i.e. only those Bid(s) shall be treated as responsive bid(s) which fulfills all the criterion/parameters.

2. Incomplete tenders would be rejected.

3. Evaluation of Technical Bid shall be based on the documents and information submitted by the bidder(s) without recourse to extrinsic evidence.

4. Financial Bid Evaluation Criteria:

The financial Bids shall be evaluated as under:

(a) Only those bidders who qualify the Technical Bid shall be considered for Financial Bid evaluation.

(b) In a normal situation, the contract shall be awarded to the lowest bidder. However, mere lowest rate is not the sole criteria of selection. Income Tax Department, Mumbai is not bound to accept the lowest rates.

(c) Without affecting the sanctity of the above criterion, Income Tax Department, Mumbai reserves rights to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and if the situation so warrants in the interest of the department.

(d) Income Tax Department, Mumbai reserves the right to accept or reject any or all bids without assigning any reasons

(e) Income Tax Department, Mumbai also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.

(f) In the event of a tie between two financial bids with L1, the tie-breaker parameter shall be average of turnover of the bidder for FY 2021-22, 2022-23 and 2023-24. The bidder with higher average turnover shall be awarded the contract.



Shate
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Income Tax Officer (HQ) (Judicial), Mumbai

FORM- I

TENDER/CONDITIONS ACCEPTANCE LETTER
(To be given on Company/Concern Letter Head)

Date:

To,

**The Income Tax Officer (HQ) (Judicial), Mumbai,
Room No. 311, Aayakar Bhavan,
Maharshi Karve Road, Mumbai 400020**

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No: XXXXXXXXXXXXXXXX

Job: Providing services for designing, developing and maintaining an **NCLT IBC Management System (NCIMS)** (Litigation Management System) for Mumbai Region-Reg.

Dear Sir,

1	I/ We have downloaded the tender document(s) for the above-mentioned 'Tender/Work' from the Income-tax Department's website- www.income.axindia.gov.in as per your advertisement, given in the above-mentioned website.
2	I/ We hereby certify that I / We have read entire terms and conditions of the tender documents from Page Nos. _____ to _____, schedules etc., which form part of the contract agreement and I / We shall abide hereby the terms / conditions / clauses contained therein.
3	I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
4	In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORM- II

CERTIFICATE OF ETHICAL PRACTICES

(This document shall be duly signed by the Tenderer and attached with the Technical Bid)

1. I/We assure the Income-tax Department that neither I/We nor any of my /our workers will do any act/, which is improper / illegal during the execution of the contract awarded to us.
2. Neither, I/We nor anybody on my/our behalf will indulge in any corrupt activities /practices in my/our dealing with the organization/institution.
3. I/We will have no conflict of interest in any of our work/contract at the institution.

Place:

Date:

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORM – III
FORMAT FOR TECHNICAL BID
(Tender Reference No. XXXXXXXXXXXXXXXXX)

From

To,

**The Income Tax Officer (HQ) (Judicial), Mumbai,
Room No. 311, Aayakar Bhavan,
Maharshi Karve Road, Mumbai 400020**

Dear Sir,

The details of the Technical Bid are as follows:

Sr. No.	Particulars	Details to be filled in by the Agency / Firm/ Company/Concern
1	Name of the Firm/ Consortium/ & Contact Person	
2	Regd. Office/ Business Address/Contact of the Firm/Company/proprietorship	
3	Date of incorporation of the Firm. State whether it is a partnership / or proprietorship or others (specified)	
4	PAN and TIN Nos. of the Firm/Company/concern	
5	Service Tax Registration No (Attach copy of registration certificate)	
6	Whether the Firm/Company/Proprietorship has experience in providing litigation management services to government organizations / institutions (Attach copies of Contracts and relevant certificates of works executed)	
7	Whether the Firm/Company/Proprietorship is registered under GST? (Attach copy of registration)	
8	Whether the Firm/Company/Proprietorship is registered with ESIC? Please state the registration No. (Attach copy of registration)	
9	Whether the Firm/Company/Proprietorship registered with EPF? Please state the Registration No. (Attach copy of Registration).	

10	Whether the Firm/Company/Proprietorship has achieved annual sales turnover of ₹ 01 Crore in last three financial years (Attach copy audited balance sheets for relevant assessment years and other supporting document)	YES/ NO <i>Turnover in ₹ (as per Income-tax Return)</i> 2021-22: 2022-23: 2023-24:
11	Whether the Firm/Company/Proprietorship is an Income Tax Assessee and has filed its income tax.	
12	Number of Employees working with the Firm/Company/proprietorship	

DECLARATION

1. I/we agree that the decision of Income-tax Department, Mumbai in selection of bidder will be final and binding to me/us.
2. I/we agree that we have no objection if inquiries are made about our works and experience, its related areas and any other inquiry regarding all contracts listed by us in the bid.
3. I/we undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent on such alteration will be at sole discretion of Income-tax Department, Mumbai.
4. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

Place:
Date:

**(Name, Designation & Signature with Seal of
the Firm/Company/proprietorship)**

FORM- IV

FORMAT FOR SOLVENCY CERTIFICATE (On Bank's Letter Head)

Ref. No:

Date:

TO WHOMSOEVER IT MAY CONCERNED

This is to certify that to the best of our knowledge and information, M/s. _____ (Bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing orders to the extent of ₹ _____ (Rupees _____) as disclosed by the information and records which are available with us.

M/s. _____ have been our customer since _____ to date and has been granted the following limits, at present, against various facilities granted by the Bank:

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials. This certificate is issued at the specific request of the customer for participating in Income-tax Department, Mumbai Tender No- XXXXXXXXXXXXX.

Authorized Signatory

Name:

Date:

Seal:

FORM- V

FINANCIAL BID FORM

(It should be kept in a separate sealed cover- To be filled in BLUE INK)

Name & Address of Service Provider:

Sr. No.	Heads	Total Cost (in ₹)
1	One Time Purchase Cost	₹ _____ (excluding GST)
2	Running charges per month/ quarter (including regular update of cases, cost of server/VM Bandwidth, maintenance charges, etc.)	₹ _____ (Per month excluding GST) **
3	Total charges per month/quarter	₹ _____ (Per month excluding GST)

**Please note that the bids quoting zero or negative charges will be summarily rejected.*

Note: Statutory taxes/duties, if any, will be applicable as per Central & State Government(s) guidelines.

(Signature and Stamp of the vendor)

