

NIT No: SOPC-IN012/2/2021-PB.OUTREACH-DAE/193

Date: 27.01.2022

Subject: **Notice Inviting Tender (NIT) for Procurement of Software Items**

On behalf of the President of India, the Department of Atomic Energy (DAE) invites sealed tenders for procurement of following Software items as per the specifications in the Annexures from all interested vendors.

#	Item Description	Technical Specifications	Quantity
1	CorelDRAW Graphics Suite (3 license pack)	<i>Annexure-I:</i> Technical Specifications for CorelDRAW Graphics Suite	1 No.
2	Adobe Creative Cloud Application Suite (3 years validity)	<i>Annexure-II:</i> Technical Specifications for Adobe Creative Cloud Application Suite	1 No.

2. Financial Bid should be submitted as per the format in *Annexure-III:* Format for Financial Bid Tax registration document should be enclosed. Extra page/s should be enclosed to mention the name, version and technical details of the items offered.

3. Bidders are requested to refer to *Annexure-IV:* General Terms and Conditions and *Annexure-V:* Instructions to Bidders.

4. Bidder will be finalised on the basis of lowest quotation for the technically suitable offer. Decision of the Department shall be final and binding in this regard.

5. Bids in prescribed format should be sent only in a sealed envelope superscribed 'Bid for SOPC Software Items'. Bids received in any other manner shall be summarily rejected.

6. Bid in sealed cover should be sent through Speed-Post/ Courier so as to reach the undersigned by 1500 hrs, 11<sup>th</sup> February, 2022. Bids received after this deadline will not be considered. DAE reserves the right to reject any offer without assigning any reason thereof.

(Reetesh Chaurasia)  
Member, SOPC  
303, Anushakti Bhavan, DAE  
C. S. M. Marg, Mumbai– 400 001

## **Annexure – I: Technical Specification of CoreIDRAW Graphics Suite**

### **Package**

Software Title	CoreIDRAW Graphics Suite 2021
Version	2021 or above

### **Features**

Drawing Tools Support Required	Vector feathering, PowerTRACE™, LiveSketch™ tool, Smoothing vector objects, Support for Real-Time Stylus (RTS)
--------------------------------	--

### **Hardware Support**

Support Required for	Multi-touch screen, mouse and tablet
----------------------	--------------------------------------

### **OS Support**

Operating System Compatibility	Windows 10 or above, 64-bit processor
--------------------------------	---------------------------------------

### **License**

License Type	Single User Enterprise License
License Quantity	3 Pack

### **Upgrade**

Inclusion	1 Year Upgrade Program
-----------	------------------------

### **Delivery**

Mode of Delivery	Electronic Software Download or CD/DVD Media
------------------	--

**Annexure – II: Technical Specification of Adobe Creative Cloud  
Application Suite**

**Package**

Software Title	Adobe Creative Cloud Application Suite
----------------	--

**Features**

Application Inclusions	Photoshop, Illustrator, Premiere Pro, After Effects
Collaboration Support Required	Microsoft Teams app integration

**OS Support**

Operating System Compatibility	Windows 10 or above, 64-bit processor
--------------------------------	---------------------------------------

**License**

License Type	Cloud-based
License Tenure	3 Year
License Management	Web-based Admin Console

**Storage**

Inclusion	Minimum 500 GB cloud storage
-----------	------------------------------

**Updates**

Application Upgrades	Features and updates as soon as released
----------------------	--

**Delivery**

Mode of Delivery	Electronic Software Download or CD/DVD Media
------------------	--

### **Annexure-III: Format for Financial Bid**

On Company Letterhead

1. Name of the Vendor:
2. Address:
3. Phone / Mobile No.:
4. GST/PAN/Udyog-Aadhaar No.: \_\_\_\_\_ (also enclose tax registration document)

#	Item Description	Cost (Rs.) A	GST (Rs.) B	Total (Rs.) A+B
1	CorelDRAW Graphics Suite 2021 (3 license pack)			<b><u>In Figures:</u></b> <b><u>In Words:</u></b>
2	Adobe Creative Cloud Application Suite (3 years validity)			<b><u>In Figures:</u></b> <b><u>In Words:</u></b>

Enclosures:

- 1 Tax registration document
- 2 Attach extra sheet/s for each item for software name, license version/release information, and technical specifications.

Date:

AUTHORISED SIGNATORY

**Name of the Authorized Signatory**  
**and Seal of the Firm**

## **Annexure-IV: General Terms and Conditions**

### **A. Eligibility Criteria**

1. Bidder should be an authorized firm in India having valid Tax registration. Valid documentary proof of registration certificates should be provided.
2. In case of ambiguity, quotation will be rejected outright.

### **B. Contract Award Criteria:**

1. Vendors quoting the Lowest price (L1) shall be considered. However, the Department reserves the right to accept any Bid, not necessarily the lowest, reject any Bid without assigning any reason.
2. The Vendor shall not assign or sub-let his contract or any substantial part thereof to any other agency. The contract shall be awarded to the bidder subject to the satisfaction of the Department.

### **C. Terms of Payment:**

1. Payment shall be released after satisfactory completion of the job on production of the Bill.
2. The payment shall be made on the basis of the certification by Member, SOPC, DAE.

### **D. Suspension & Cancellation of Contract:**

1. Department of Atomic Energy will suspend the dealings for future enquiries with a vendor without issuing notice on any of the following circumstances/reasons:
  - a. On finding deviation in technical specification as given in **Annexure-I** and **Annexure-II**, or
  - b. Violation of any condition of the contract or part of any condition of the contract, or
  - c. Deviation found in quality of the service rendered.
2. As stopping the services and taking appropriate action in this regard is of an urgent and emergent nature which is required to protect the interest of the Government, the Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, the concerned party will be given reasonable opportunities to explain his stand. After enquiry, if the vendor is found guilty, the Contract of the concerned vendor for the product will be cancelled and other appropriate legal action shall also be initiated against all concerned. The decision of Department shall be final and binding.

### **E. Delivery Period of the Purchase Order:**

1. Items have to delivered, if on hardware media, at 303, Anushakti Bhavan, C. S. M. Marg, Mumbai 400 001 or by the email to [ritesh@dae.gov.in](mailto:ritesh@dae.gov.in) in case of electronic delivery within 10 days of the receipt of Purchase Order.
2. No extension of Delivery Period shall be entertained. The Purchase Order will remain alive for purpose of delivery during the currency of the above period until deliveries have been completed.

**F. Other conditions:**

1. It will be as per Department of Atomic Energy Standard Terms & Conditions.
2. The Purchase Order is likely to be terminated in case the conditions of the agreement are not fulfilled.
3. In case of any dispute, the area of jurisdiction will be at Mumbai only.
4. The acceptance of tender shall rest with Department which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the tenders received, without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
5. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

**G. Penalty Clause:**

1. Refusal or inability or delay by the successful bidder to provide services as per scope of work at the contracted rate may result in termination of contract as well as disqualification of the bidder from participating in future tenders.
2. Penalty will be charged @0.5% per day subject to maximum of 5% of contract value, in case the services are not provided as per the scope of the work.

**H. Termination:**

The Contract may be terminated in case of the occurrence of:

- a) If the Vendor becomes insolvent or goes into compulsory liquidation.
- b) If the Vendor, in the judgment of Department has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- c) If the Vendor submits to the Department a false statement which has a material effect on the rights, obligations or interests of the Department.
- d) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- e) If the Vendor fails to provide the quality services as envisaged under this contract. In such an occurrence, the Department shall give a written prior notice of 15 days to the Vendor before terminating the Contract.

**I. Confidentiality Clause:**

- a) No party shall disclose any information to any third party concerning the matter under this contractor generally. In particular, any information identified as "Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.
- b) This clause shall apply to the vendors or the employees engaged by the party with equal force.
- c) 'Restricted Information' categorized under Section 18 of the Atomic Energy Act 1962 and 'Official Secrets' under Section 5 of the 'Official Secrets Act 1923'. Any contravention of the above-mentioned provisions by any contractor or the employees of Tenderer will invite penal consequences under the aforesaid legislation.

The Department of Atomic Energy reserves the right to reject any or all bids in whole or in part without assigning any reasons thereof. The decision of Department of Atomic Energy shall be final and binding.

## Annexure-V: Instructions to Bidders

1. No conditional bid will be accepted.
2. Under no circumstances, the Department of Atomic Energy shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.
3. The bid must be in the prescribed formats only and shall be accompanied with all other necessary documents. The financial bid has to be indicated in Indian Rupees both in words and figures (in the prescribed proforma of *Annexure-III: Format for Financial Bid*) along with prescribed enclosures, and there shall be no correction or overtyping etc. The offers with any corrections/deviation in prices with words/figures shall be summarily ignored.
4. **MODE OF PAYMENT:** The Department of Atomic Energy shall make payment through PFMS/RTGS/Electronic mode in favour of the Vendor. However, taxes at the prevailing rates which are levied as per the rules of the Government shall be deducted at source from bills.
5. Income Tax as applicable shall be deducted from the Bills by this Department and would be directly remitted to the government exchequer as per Government of India orders in force and as amended from time to time. However, copies of challans for said Tax Deductions at Source (TDS) would be provided to the Vendor.
6. The Bidder must possess a valid registration, PAN, Goods & Service Tax Registration etc. (as applicable) at the time of bidding and Bidder should provide all the copies of the same along with the bid.
7. The Department of Atomic Energy reserves the right to reject all or any of the bids, and decision of the Department in the matter shall be final and binding.
8. For any clarification(s) as to the tender/scope of work, the prospective bidders may contact Shri Reetesh Chaurasia, Member, SOPC, Department of Atomic Energy, Phone No. 022 22862669, with prior appointment on any working day between 10.00 a.m. to 3.00 p.m.
9. The bid is liable to be ignored if complete information as required is not given therein or if the particulars asked for under *Annexure-III: Format for Financial Bid* of this tender are not fulfilled/submitted. Person signing the tenders or other documents must ensure that he is an authorized person on behalf of the firm to do so. The person signing the tender form or any other document forming part of the contract on behalf of another person shall be deemed a warranty that the signatory has authority and if, on enquiry, it is found that the person so signing had no authority to do so, the Department of Atomic Energy shall without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages. The required documents and Annexures, if any, are to be signed by the Bidder.
10. Acceptance by the Department of Atomic Energy will be communicated by E-mail, Speed Post or any other form of communication. Formal letter of acceptance and Purchase order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the E-mail, Speed Post letter, etc. should be acted upon immediately.
11. In case the successful bidder does not accept the work within 15 days from the date of receipt of Purchase order, the offer made shall be deemed to be withdrawn without any notice.
12. If the contract is terminated on the grounds of shortcomings or deficiencies during its tenure including extended tenure, if any, the Department of Atomic Energy shall have all rights to make suitable alternative arrangements for a period of 45 days from the date of such termination or till a new tender is

- finalized, whichever is earlier, and the difference in cost, if any, will be borne by the Vendor.
13. The rates quoted by the bidder shall be fixed for the period of the contract and no request for any change/modification shall be entertained before expiry of the period of the contract.
  14. The Department of Atomic Energy shall have no liability, financial or otherwise, for any harm/damage/injury caused to the staff deployed by the vendor in the course of performing work of this Department of Atomic Energy. Neither the Vendor nor its staff shall have any claim on the Department of Atomic Energy for compensation or financial assistance on this account.
  15. It shall be the responsibility of the Vendor to comply with all the provisions of Acts, statutory requirements and Government instructions. If any statutory provision of any statute is violated in general concerning the execution of the work and in regard to welfare of the staff engaged for the work in particular, then Vendor will be blacklisted.
  16. The damage caused, if any, to the Department of Atomic Energy property through the acts of the Vendor and/or by its staff shall be made good by the Vendor and decision of the Department of Atomic Energy in this regard shall be final/binding. In case of any dereliction of duty, gross neglect and unintended damage caused by the vendor or his staff or otherwise any harm done to the Department of Atomic Energy properties, designated officials or other employees, the Vendor shall be liable to make good the loss or pay compensation, reimburse expenditure on legal/judicial proceedings as well as pay penalty which Department may deem fit.
  17. The Vendor shall not appoint Sub-Contractor to carry out any obligation under the contract and under such case, this agreement will be declared as void and such act of contractor will be taken as breach of the Contract and resultantly contract shall be terminated.
  18. The Department of Atomic Energy reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Department of Atomic Energy for any justifiable reasons, not mandatory to communicate to the Contractor. The Department of Atomic Energy will have no responsibility for any loss/ damage caused to them. This also cannot be challenged in any court of law.
  19. Any dispute arising out of and in relation to this agreement shall be referred to the Department of Atomic Energy. Its decision will be binding on the vendor.
  20. The Purchase order can be terminated even earlier by Department of Atomic Energy by giving one-month prior notice in writing on account of any of the following reasons:
    - a. On account of unsatisfactory performance
    - b. Breach of contract clauses(s)
    - c. Persistently neglecting to carry out his obligations under the contract
  21. The contractor shall have no claim of compensation for any loss sustained by him by reasons of having deployed personnel on the job.
  22. Under no circumstances, the Department of Atomic Energy shall be made liable for additional monetary involvement besides that what has been mutually agreed upon.

(Reetesh Chaurasia)  
Member, SOPC  
303, Anushakti Bhavan, DAE  
C. S. M. Marg, Mumbai– 400 001