



GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT

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Tender No: AC/EG-4/CR-20/2023-24

Dated :22.12.2023

**e-Tender Notification**

**for**

**Comprehensive Annual Maintenance Contract (CAMC) of 8 Number  
of Dell Poweredge Server R740**

Two cover system through KPPP portal

Last date for submission of Bid: 30.12.2023

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**1. The Authorities and Schedule of bidding is as under:**

1)	Designation and address of the Tender Approval authority	The Commissioner of Commercial Taxes, Vanijya Therige Karyalaya-1, 1st Floor, Gandhinagar,Bengaluru – 560 009. Ph. No. 080- 22264495 Fax. 080-22263595
2)	Designation and address of the tender Inviting authority	The Additional Commissioner of Commercial Taxes (e-Governance), Vanijya Therige Karyalaya-1, 4th Floor,Gandhinagar, Bengaluru – 560 009. Ph. No. 080- 22208402
3)	Designation and address of the tender evaluation and accepting authority	The Additional Commissioner of Commercial Taxes (e-Governance), Vanijya Therige Karyalaya-1, 4th Floor,Gandhinagar, Bengaluru – 560 009. Ph. No. 080- 22208402

Sl. No	Event Description	Date & Time
1	Last date for receiving queries	27.12.2023 11:30 hrs
2	Date of pre-bid meeting	26.12.2023 11:30 hrs
3	Last date for issue of reply to queries	29.12.2023 17:00 hrs
5	Last Date for Submission of Bid	30.12.2023 16.00 hrs
4	Opening of Technical Bids	01.01.2024 11:00 hrs
6	Opening of Financial Bids of the technically eligible Agencies	05.01.2024 11:00 hrs

## **2. Terms and Definition**

1. “GoK” shall stand for the Government of Karnataka.
2. “CTD” refers to Commercial Taxes Department.
3. “ Bidder” means any firm offering the services required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder/Vendor with whom CTD signs the agreement for rendering of services for this contract.
4. “Contract” is used synonymously with Agreement.
5. “SLA” means Service Level Agreement between CTD and selected bidder.
6. “C-AMC” means Comprehensive Annual Maintenance Contract.
7. “Contractor” refers to the service provider with whom CTD has signed the contract for providing the services as mentioned in the tender or work order.

## **3. Scope of Work:**

CTD invites tenders for Comprehensive Annual Maintenance Contract (C-AMC) of 8 Numbers of Dell Poweredge Server R740 (As detailed in **Annexure 7**).

**(i)** The service engineers would take up any reported fault within four hours from the reporting time. As far as possible, the repairs would be carried out on-site. However, in case the equipment is taken to the workshop, the vender would provide a standby for the same.

**(ii)** Immediately on award of the contract, the vender would give a report taking over all equipment (giving their configuration in working condition also). It shall be the responsibility of the vender to make all the equipment work satisfactorily throughout the contract period and also to hand over the systems to the Department in working condition on the expiry of the contract. In case any damage on the systems of the department is found, compensation which would be determined by the Competent Authority will have to be paid by the vender.

**(iii)** It may also be noted that in case of vender backing out in mid-terms without any explicit consent of CTD, the vender will be liable to recovery at higher rate vis-à-vis, those contracted with it, which may have to be incurred by CTD on maintenance of machines for the balance period of contract through alternative means.

**(iv)** The above act of backing out would automatically debar the vender from any further dealing with CTD and EMD / performance bank guarantee amount shall be forfeited.

**(v)** The vender shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part. The contract will be on comprehensive basis inclusive of repairs and replacement of spare parts without extra payment.

(vi) A logbook shall be maintained in which record all the complaints made. All the complaints received shall be attended by them in following manner:-

- a) If the equipment is required to be transported to the vender's service workshop for repairs, the same shall be undertaken at the risk and cost of the vender.
- b) Replacement shall be done within 7 days of the receipt of the complaints. The replacement of components shall be done at no extra cost.
- c) The contract includes replacement of all parts of the items mentioned in Annexure 7.

#### 4. *Period of contract*

The initial period of contract will be for **two years from the date of award of contract**. The AMC can be **extended for one more year**, if so desired by CTD, based on the performance of the service provider/vender.

#### 5. *Technical Criteria:*

Bidders who are desirous of bidding for the project shall meet the following Technical criteria

SI. No	Technical Qualification Criteria	Supporting Evidence (To be uploaded in E-Procurement portal )
1	Bidder to have their office and business Establishment in City of Bangalore. The bidder must be a Company/LLP registered under Companies Act, 1956 or Companies Act, 2013; or LLP Act, 2008 respectively with existence in business with at least 5 years of experience as Company or LLP	1. Certificate of Incorporation; 2. GST Registration Certificate obtained in the State of Karnataka; 3. Certificate of Registration under Professions Tax Act, Karnataka; 4. Copy of the PAN card of the bidder.
2	The Organization should have an average annual turnover of at least Rs.2.00 Crores (Rupees Two Crores only) during each of last 3 financial years i.e., in FY 2020-21, 2021-22 and 2022-23.	1. Auditor's/CA Certificate in <b>Annexure-2</b> ; 2. Audited Balance Sheet; Profit & Loss Accounts Statements duly certified by Chartered Accountant. 3. IT Return Copy along with schedules;
3	The bidder should have following quality related certificates in force : a. ISO 9001:2015 (Quality Management System) b. ISO 20000-1:2018 (IT Service Management)	ISO Certificates as detailed
4	The Bidder should have filed GST Returns upto Date	Copy of the GST Returns filed in the GST Portal
5	The Bidder should be in business related to AMC services of Computer Servers in	Under taking letter to be furnished

	Karnataka for at least 3 years as on 31.10.2023	
6	The Bidder should have experience in maintenance of server equipment in / within Government Department / Public Sector Undertaking in Karnataka of maintaining not less than 10 computer servers per year in Govt. Departments / PSU's for the last three years.	Documentary evidence to support these response (Work Orders and Satisfactory Certificates)
7	The Bidder should not be blacklisted by Government of Karnataka or its agencies for any reasons whatsoever & The bidder should not be blacklisted by Central / any other State / UT Government or its agencies for corrupt or fraudulent practices or for indulging in unfair trade practices.	<b>Annexure 3:</b>
8	<b>Technical Support and Service Centres:</b> The Bidder should have a good service centre and technical support personnel in Bangalore with at least 2 service engineers	<b>Annexure 4:</b>
9	The bidder should not have filed for bankruptcy/insolvency during the last three years.	Undertaking from the Authorized signatory in <b>Annexure 8</b>

- ❖ The Bidder must meet all of the above stated eligibility requirements to qualify in the Pre-Qualification cum Technical bid evaluation.

The statements affirming the above stated eligibility criteria must necessarily be supported by relevant documents. The bidders failing to meet above minimum qualification requirements shall be rejected at technical evaluation stage and their financial bids shall not be opened.

## **6. General Instructions and Bidding Process**

1. This invitation for bids is open to all Indian firms who fulfill prequalification criteria as specified in the RFP.

2. Bidders declared by GoK to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Breach of general or specific instructions for bidding, general and special conditions of contract with GoK or any of its user organizations during the past 3 years may make a bidder ineligible to participate in bidding process.
4. Any specific Company can submit only one bid, and a single company submitting more than one bid shall be disqualified and liable to be black-listed by the Department.

## **7. Procedure for Submission of Bids**

### 7.1 Tender Processing Fees

Bidder can download the tender document for free of cost from the portal (<https://kppp.karnataka.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing has to be paid through any of the four e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated Axis bank branches located across the country

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website or call e-procurement helpline. It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

### 7.2 Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial RFP responses electronically using the unified e-Procurement platform available at: <http://eproc.karnataka.gov.in>

Companies shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered and CTD will not be liable or responsible for any delays due to unavailability of the portal and the internet link.



### 7.3 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bid the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

### 7.4 Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## 8. Cost of Bidding

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

## 9. Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in "Invitation for Bids / Key events and dates". The queries must be submitted in the following format only to be considered for clarification:

Sl. No	Section No./ Clause No.	Page No.	Reference/ Subject	Clarification required on
..	..	..	..	..

The queries not adhering to the above mentioned format shall not be responded. CTD will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal (<http://kppp.karnataka.gov.in>)

## 10. Language of Bids

The Proposal and all correspondence and documents shall be written in English. All Proposals and accompanying documentation will become the property of the CTD and will not be returned.

## **11. Bid Prices**

The maintenance charges quoted in the e-procurement portal shall be the total amount for maintenance of 8 Numbers of Dell Poweredge R740 Servers as detailed in Anneuxre-5, for a period of two years and should be inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.

The Bidder shall prepare the bid based on details provided in the tender document. It must be clearly understood that the scope of work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by CTD. The Bidder shall carry out all the tasks in accordance with the requirement of the tender document & due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents.

## **12. Firm Prices**

Prices quoted for the items mentioned in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, CTD reserves the right to negotiate the prices quoted in the bid to effect downward modification.

The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

## **13. Bid Currencies**

Prices shall be quoted in Indian Rupees (INR).

## **14. Bidder Qualification**

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/ she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm or a company.

## **15. Bid Security (Earnest Money Deposit)**

The Bid shall contain EMD amount of Rs.1,00,000 (Rupees One lakh) and shall be paid through any of the four e-payment options in the portal (<https://kppp.karnataka.gov.in/>)

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated Axis bank branches located across the country

Note: e-Procurement portal will deny submission of the bid without submitting the EMD Deposit and it will take min 2-3 days for confirmation from the bank regarding the EMD realization.

Please note that payments submitted through cheque or demand draft shall not be accepted. For further details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website.

The bidder shall be disqualified in the Technical Evaluation process if the prescribed EMD is not submitted along with the bid. The EMD (bid security) of the unsuccessful Bidder/s will be discharged / returned as promptly as possible.

No interest will be payable by CTD on the amount of the Bid Security. The bid security may be forfeited:

- i) If a Bidder withdraws his/her bid or increases the quoted prices during the period of bid validity, or its extended period, without the explicit consent of the department, if any; or
- ii) In the case of a successful Bidder, if s/he fails within the specified time limit to: sign the Agreement or furnish the required Performance Bank Guarantee.

## **16. Bid Validity Period**

### **16.1 Period of Validity of Bids:**

Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by CTD. A bid valid for a shorter period may be rejected as non-responsive.

### **16.2 Extension of Period of Validity**

In exceptional circumstances, CTD may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or by mail). The validity of EMD shall also be suitably extended.

## **17. Contacting CTD**

### 17.1 Contact by Writing

No bidder shall contact CTD on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of CTD, it should be done in writing or through an email communication with the email id mentioned in this RFP document.

### 17.2 Rejection of Bid

Any effort by a Bidder to influence the CTD in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### 17.3 CTD's Right to Vary Scope of Contract at the time of Award

CTD may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified. If any such change causes an increase or decrease in the cost of Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of CTD changed order.

### 17.4 CTD's Right to Accept Any Bid and to reject any or All Bids

CTD reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for CTD's action.

## **18. Assignment / Sub-contracts**

The contractors shall not assign, in whole or in part to any third party, its obligations to perform under the contract, except with the CTD's prior written consent. Subcontract is strictly prohibited except entering in to consortium with another firm/Company.

## **19. Notification of Award**

### 19.1 Notification to Bidder: LOI to be issued for the successful bidder.

The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within ten (10) days of receiving the notification.

## 19.2 Signing of Contract

The acceptance of LOI shall constitute signing of the agreement. At the same time as CTD notifies the successful Bidder that its bid has been accepted, CTD will send the Bidders the Proforma for Contract, incorporating all agreements between the parties. Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to CTD.

## 19.3 Discharge of Bid Security

Upon the successful signing of the agreement, CTD shall promptly request the Bidder to provide performance guarantee. On receipt of the performance guarantee, the bid security of all bidders will be released.

## 19.4 Expenses for the Contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

## 19.5 Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the CTD with such penalties as specified in the tender document and the Agreement.

## **20. Performance Bank Guarantee**

The successful bidder is required to furnish an unconditional and irrevocable Bank Guarantee for an amount equivalent to 5% of total Project Cost as quoted in the commercial bid within 7 days of issue of purchase order valid and for a period twenty seven months. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

## **21. Rejection Criteria**

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

### **22. Technical Rejection Criteria**

1. Failure to conform Technical criteria as per this RFP.
2. Bids submitted without or with improper EMD.
3. Bids which do not conform to required validity of the bid as prescribed in the Tender.
4. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.

5. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
6. Bids without signature of person (s) duly authorized on required pages of the bid.
7. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
8. Technical Bid containing commercial details.
9. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
10. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
11. Failure to furnish proofs for information provided.
12. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
13. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Document.
14. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
15. If the bid does not confirm to the timelines indicated in the bid.
16. Any false declaration by the bidder during the bidding process, following action may be taken:
  - Liable for Legal Action
  - Forfeiture of entire PBG/EMD.
  - Forfeiture of any Released payments
  - Blacklisting of the Vendor

### **23. Commercial Rejection Criteria**

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price bid format
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

### **24. Liability clause**

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the contract value provided, however, that this limitation shall not apply to any liability for damages arising from (a) wilful misconduct or (b) indemnification against third party claims for infringement.

## **25. Liquidated Damages**

Subject to clause for Force Majeure if the vendor fails to complete the assignment in compliance to the RFP before the scheduled completion date or the extended date or if the vendor repudiates the Contract before completion of the Work, CTD at its discretion may without prejudice to any other right or remedy available to CTD the Contract, forfeit the entire performance bank guarantee submitted by the vendor apart from blacklisting of the selected vendor for further participation in any of the tenders of the CTD. Any such recovery or liquidated damages shall not in any way relieve the vendor from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

## **26. Termination of Contract**

Any violations / non-compliance of any of the conditions will entail termination of the contract without prejudice to the rights of CTD with such penalties as specified in the RFP and the Agreement. Upon such termination, CTD will have the right to forfeit the entire performance bank guarantee submitted by the vendor, apart from blacklisting of the vendor for further participation in any of the tenders of CTD.

Where a change of management of the vendor has occurred whereby the vendor company has merged, amalgamated or been taken over, due to which the majority shareholding of the vendor has been transferred to another entity, and in case requirements for the vendor set out in the RFP are not complied with, CTD can by a 15 (Fifteen) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

## **27. Force Majeure**

In the event the Force Majeure substantially prevents, hinders or delays the Bidder's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of 3 days, CTD may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of CTD, the Vendor shall resume normal activities under this agreement immediately. If CTD considers it necessary, may grant an extension of time to the Vendor for resuming normal activities under this agreement. If the Bidder does not resume normal activities immediately or within the extended period, if any, granted by CTD, CTD will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of Vendor and/or terminate this Agreement.

Notwithstanding the terms of this Article, the failure on the part of the Vendor terms under the RFP to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

## **28. Settlement of disputes:**

- a) In case any dispute or difference arises between the Department or its representative and the Agency on any matter within the scope of this contract, then either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Commissioner of Commercial Taxes (Karnataka), whose decision will be final.
- b) To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure and carrying out the work, the decision of the Commissioner of Commercial Taxes (Karnataka) shall be final and binding on the Agency.

## **29. Interpretation of Clauses**

In case of any ambiguity in the interpretation of any of the clauses in the bid document, The decision of the Commissioner (K), CTD on interpretation of the clauses shall be final and binding on all parties.

## **30. Third Party Claims**

The Vendor shall indemnify CTD against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

## **31. Performance Related Service Level Agreement: SLAs during Operation and Maintenance**

- 1) The vendor shall be liable to be penalized if there is a delay in providing maintenance services during the contract period. Vendors shall repair/replace/maintain the equipments. The Support and Maintenance shall be provided on all days which include Sundays and general holidays.
- 2) During the AMC period, besides service/maintenance of Hardware, all driver software & OS Upgradation, installing patches and services shall also be provided at no extra cost.
- 3) Bidder will required to carry out Scheduled preventive maintenance once in Six Months for Servers under AMC. The Preventive Maintenance may be clubbed with corrective maintenance. Vendor would require to submit these call sheets/PM reports to the CTD. In case vendor fails to submit the PM reports, matter will be taken up with respective Vendor at appropriate level by the CTD and suitable penalty will be deducted as per the penalty clause of this Tender.
- 4) Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the equipment's under AMC shall be taken up by the empaneled agency.



This includes replacement of unserviceable parts. The parts replaced will either be a new parts of same make & model or equivalent or better in performance to faulty part. Whether a defective item or Components is to be replaced or repaired shall be at the sole discretion of vendor. In case of the defective part removed from the system that will become property of vendor. However, Contents/data of any such items shall be destroyed in presence of CTD user before taking it.

- 5) Operating System (OS) Support: This contract is comprehensive inclusive of OS support on all the Server Systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration will be attended & rectified by the Vendor. All required device drivers will be provided/downloaded from respective site by the Vendor.
- 6) Anti-Virus Software (AVS) Support: This contract includes the Anti-virus software support on the systems covered under this contract. Any problem related with System Virus will be attended and rectified by the AMC Vendor.
- 7) Device Driver Support: This contract is comprehensive inclusive of Device Driver support on all equipment is covered under this contract. Any problem related to device drivers, peripherals configuration and network configuration related to peripherals will be attended & rectified by the AMC Vendor. All required device drivers will be provided/downloaded from respective site by the Vendor.
- 8) **The bidder should fulfil the following conditions during AMC period: Standard SLA:** Any failure in the servers mentioned in ANNEXURE-7 should be rectified within maximum period of 24 hours of lodging complaint.
- 9) If any of the item is down beyond the above defined time period, penalty will be charged or recovered from out of withheld amount towards penalty per day per system at the rate given in the “Penalty Clause”.
- 10) A stand by machine of similar or higher capacity must be provided if the machine is not Repaired even after defined SLA as mentioned above.
- 11) In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the equipment will be treated as continuously down.
- 12) The CTD will keep record of machine failure including the nature of failure, date and time of booking the complaint, when the machine was made up and the total down time. This record will be signed by vendor service engineer and CTD representative. This can be done either through the e-mail or through complaint register.

### 32. Penalty Clause:

The following penalties shall be applied by CTD to the agency in case of non-fulfilment of specified requirements. **Any delay beyond the defined schedule for the support services as per agreement will render the bidder liable for penalty at the rate as mentioned in the table below:**

Sl	Penalty Assessment Duration	Parameter	Penalty
1.	Up to 30 days	Failure in maintaining servers (Service Assurance & preventive Maintenance) as per schedule during AMC period	<b>Downtime penalty for Servers:</b> if any of the servers is down beyond defined time line in standard SLA clause, penalty will be charged at the rate of 0.5% (point five percent) of Unit price of the equipment per day.
2.	After 30 days	Failure in maintaining servers (Service Assurance & preventive Maintenance) as per schedule during AMC period	After 30 days, CTD may consider to extend the time for another 30 days with penalty of 0.5 % (point five percent per day of equipment unit price or may get the equipment repaired at the cost of empaneled agency. Such cost will be recovered from the vender quarterly payment/ Security deposit/PBG Amount.
3.	NA	Failure in carrying out preventive maintenance (PM) of Servers as per the Schedule during AMC period	PM Penalty for Servers: preventive maintenance (PM) of Servers have to be performed once in a six months from the date of awarding the contract. A penalty will be charged at the rate of 1% (One percent) of unit price of the Server per week for not completing the preventive maintenance in defined time schedule.

In case the vender fails to rectify the equipment even after levying penalty on the quarterly Payment to the vender or because repeated default of the vender, CTD reserves the right to terminate the contract of the vender.

### 33. Submission, Receipt and Opening of Proposals

The original Proposal (i.e. Technical Proposal and Financial Proposal) shall be prepared and submitted in e-Procurement platform.

The bidder shall digitally sign and submit the proposal electronically through the unified e-Procurement platform: [www.kppp.karnataka.gov.in](http://www.kppp.karnataka.gov.in)

The completed Technical and Financial Proposal must be submitted electronically in the e-Procurement platform only on or before the due date for bid submission specified in the e-Procurement platform.

### **34. Evaluation Process**

The bids are evaluated in 2 phase process as below:

First Phase - Evaluation based on Technical Qualification Criteria

Second Phase - Evaluation based on Commercial requirement set out in this RFP

### **35. Technical Evaluation Conformance**

The Bidders shall be evaluated based on the technical criteria in of this RFP. Bidders failing to meet the Technical criteria shall not be considered for Commercial Bid evaluation. CTD reserves the right to seek clarifications and additional documentary evidence from the bidders to ascertain qualification abilities of the bidders. Decision of the technical evaluation committee and the Commissioner (K), CTD in the evaluation of the Technical bids shall be final.

### **36. Commercial Bid Evaluation**

The commercial quotes submitted by technically qualified bidders will be opened in e-Procurement portal. Bidders shall quote all inclusive prices (i.e. price inclusive of taxes and all other expenses). This price shall be inputted by bidders directly in e-Procurement portal only. (Annexure 5). Price to be quoted inclusive of all applicable taxes shall be entered in the e-Procurement portal. The lowest amount as indicated in the e-Procurement portal shall be considered as L1.

### **37. Payment Schedule.**

Annual Maintenance charges will be paid on **quarterly basis** after deduction of penalty if any. The payment to the vender will be made on quarterly basis at the end of each quarter against invoice and satisfactory submission of AMC Service report (Log details) signed by both the parties. TDS and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

## ANNEXURE 1: UNDERTAKING

To,

The Additional Commissioner of Commercial Taxes  
(e-Governance), Vanijya Therige Karyalaya-1,  
4th Floor, Gandhinagar, Bengaluru – 560 009

Sir,

We M/s. .... (Name of the bidder) here in after Called “the Contractor” do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document while performing the contractual obligations relating to Comprehensive Annual Maintenance Contract (C-AMC) of Servers with in stipulated time. We also adhere to guarantee clause as specified in terms and conditions of the contract.

Yours faithfully,

Signature of the bidder and with office seal

Place:

Date:

## Annexure 2: Turnover

[Auditor’s certificate issued by the Chartered Accountant Firm/Chartered Accountant who regularly audit the Company’s accounts]

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (in Rs Crores )
2020-21	
2021-22	
2022-23	

Chartered Accountant Name

Signature

Seal

### Annexure 3: Declaration on Non Black-Listment

To

Date:

The Additional Commissioner of Commercial Taxes  
(e-Governance) , Vanijya Therige Karyalaya-1,  
4th Floor, Gandhinagar, Bengaluru – 560 009

Dear Sir,

Sub.: Declaration on non black-listment

We \_\_\_\_\_ hereby confirm that our firm/organisation/company has neither been blacklisted by the Government of Karnataka or any of its agencies for any reasons whatsoever, nor has our firm/organisation/company been blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices.

Sincerely yours

Authorized Signatory  
Name and Designation  
<< Bidder Name>>

### Annexure 4: Technical Staff Details

Details of Technical Staff working in Bangalore (Attach additional sheet if required)							
Sl. No.	Name of the place	Name of Employee	Qualification	Total experience	Experience in the present company	Area of expertise	Contact Details with address

Place:

Date:

## ANNEXURE – 5: COMMERCIAL BID

Comprehensive Annual Maintenance Contract (C-AMC) of 8 Numbers of Dell Poweredge R740 Servers details are as under:

Sl. No.	Server Type	Make	Model	Quantity in Nos.	Service Tag of the Dell Server
1	Rack Server	Dell	Poweredge R740	01	4096MP2
2	Rack Server	Dell	Poweredge R740	01	3ZBFMP2
3	Rack Server	Dell	Poweredge R740	01	40F5MP2
4	Rack Server	Dell	Poweredge R740	01	3ZB9MP2
5	Rack Server	Dell	Poweredge R740	01	3Z96MP2
6	Rack Server	Dell	Poweredge R740	01	3Z9FMP2
7	Rack Server	Dell	Poweredge R740	01	40B9MP2
8	Rack Server	Dell	Poweredge R740	01	40HCMP2
			<b>Total Servers</b>	<b>08</b>	

### **Notes for quoting the price by the bidder in the e-procurement portal** **(Commercial Bid)**

- 1) The total number of servers for AMC in this tender: 8 Numbers.
- 2) The Contract period is for two years. Payment of AMC charges to the successful bidders will be on quarterly basis. Therefore, the extent of contract are: 8 quarters.
- 3) The AMC charges quoted in the e-procurement portal shall be the total amount for maintenance of 8 Numbers of Dell Poweredge R740 Servers as detailed in Annexure-5 for a period of two years and should be inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground

Signature  
(Name and Address of the bidder with seal)

Dated this.....day of.....2023

**ANNEXURE – 6 PERFORMANCE SECURITY BANK GUARANTEE FORM**

To:

The Additional Commissioner of Commercial Taxes  
( e-Governance ), Vanijya Therige Karyalaya-1,  
4th Floor,Gandhinagar, Bengaluru – 560 009

WHEREAS..... (Name of contractor) hereinafter called "the contractor" has undertaken, in pursuance of Contract No..... dated,.....2023 to provide CAMC services..... (Description of Goods and Services) hereinafter called "the Contract". AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the contractor's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the contractor a Guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the contractor, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the .....day of.....2023

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....2023

Address: .....

**ANNEXURE – 7** List of DELL Power Edge R740 Rack Servers proposed for CAMC

<b>Sl. No.</b>	<b>Server Type</b>	<b>Make</b>	<b>Model</b>	<b>Quantity in Nos.</b>	<b>Service Tag of the Dell Server</b>
1	Rack Server	Dell	Poweredge R740	01	4096MP2
2	Rack Server	Dell	Poweredge R740	01	3ZBFMP2
3	Rack Server	Dell	Poweredge R740	01	40F5MP2
4	Rack Server	Dell	Poweredge R740	01	3ZB9MP2
5	Rack Server	Dell	Poweredge R740	01	3Z96MP2
6	Rack Server	Dell	Poweredge R740	01	3Z9FMP2
7	Rack Server	Dell	Poweredge R740	01	40B9MP2
8	Rack Server	Dell	Poweredge R740	01	40HCMP2

**Annexure-8 Undertaking on litigation(s)/bankruptcy:**

This is to certify that <<BIDDER NAME>> is not involved in any major litigation/ bankruptcy that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Sincerely yours

Authorized Signatory  
Name and Designation  
<< Bidder Name>>