



**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMIN) DVO-03
2nd Floor, TTMC, 'B' Block, BMTC Building, Shanthinagar Bangalore –560027.
Ph.: 080-22221048 /080-22221184**

No.DVO-03/ D1/CR/ 03/2014-15

Date: 05.05.2014

e-TENDER NOTIFICATION

The Joint Commissioner of Commercial Taxes (Admin), DVO-03 in accordance with e-procurement procedure is inviting online e-Tender for providing annual maintenance service of the AHUs and A C units installed in the office premises of the Joint Commissioner of Commercial Taxes (Admin), DVO-03 for one year under two cover system/two parts (Techno Commercial Bid and Price Bid) from reputed technically competent agencies, registered in Karnataka State, who have adequate financial resources and experience.

Name of the Services Required
Providing Annual Maintenance Services of AHUs (Air Handling Units) and AC units installed in the premises of the office of the Joint Commissioner of Commercial Taxes (Admin), DVO – 03 (which includes the office premises of the Joint Commissioner of Commercial Taxes (Appeals 1,2,3,4,5 &6), located at 2 nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore - 27

- 1. The details of tender procurement authority and calendar of events are as under:**

i	Designation and address of the procuring entity	Joint Commissioner of Commercial Taxes (Admin), DVO – 03, 2 nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore - 27
ii	Name of the project for which procurement is to be effected	Providing Annual Maintenance Services of AHUs (Air Handling Units) and AC units installed in the premises of the office of the Joint Commissioner of Commercial Taxes (Admin), DVO – 03 (which includes the office premises of the Joint Commissioner of Commercial Taxes (Appeals 1,2,3,4,5 &6), located at 2 nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore - 27
iii	Designation and address of the tender inviting authority	Joint Commissioner of Commercial Taxes (Admin), DVO – 03, 2 nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore - 27
iv	Designation and address of the tender accepting authority	Joint Commissioner of Commercial Taxes (Admin), DVO – 03, 2 nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore - 27
v	Last date for submission of pre-bid query	08.05.2014 16.00 Hours
vi	Pre-bid meeting	09 .05.2014 11.00 Hours
vii	Last date for response on pre-bid query by JCCT	09.05.2104 17.00 Hours
viii	Last date and time for receipt of bid	20.05.2014 17.00 Hours
ix	Date, time and venue for opening of technical bid;	22.05..2014 17.30 Hours Office of the Joint Commissioner of Commercial Taxes (Admin), DVO – 03, t 2 nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore - 27
x	Date, time and venue for opening of financial bid;	24 .05.2014 16.00 Hours Office of the Joint Commissioner of Commercial Taxes (Admin), DVO – 03, t 2 nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore - 27
xi	Telephone No. and e-mail ID for contact	080-22221048/080-22221184 jcct3dvo@gmail.com

2. **EMD:** Rupees fifty thousand only. Rejected bidder's EMD will be refunded.
3. The participating bidders will have to pay Earnest Money Deposit (EMD) to be paid through e-Procurement portal through any one of the four modes that is Credit Card, Internet Bank, NEFT or OTC.
4. **Price Bid:** the bidder should mention the net value of the services to be supplied, Tax element (VAT)/CST/Service Tax etc. and the installation costs and other charges, if any, separately and then put the total value in the financial bid

document. The rates quoted should be valid for a period of three months from the date of submission of the tender by the bidder.

5. The bidder may contact phone numbers 080-22221048/080-2221184 for any information in addition to the information available at website <http://eproc.karnataka.gov.in> or <http://ctax.kar.nic.in>
6. The Soft copies of the tender bid documents can be downloaded from e-Procurement portal consisting of Pre-Qualification Requirements (PQR) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency/by the bidders registered with e-Procurement for e-Tendering.
7. The technical bid shall include the Pre-Qualification Requirements (PQR) documents as in schedule-1. The financial bids shall include the duly filled Schedule-2. Both the scanned technical and financial bids shall be uploaded up to 17.00 Hours 20.05.2014 The technical bid containing PQR documents as in Schedule-1 will be opened on 22.05.2014 at 17.30 Hours
8. Both the Technical and Financial Bidding is through e-Tendering only. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation through online only. The qualified Technical Bidders only will be considered for Financial Bids.

Joint Commissioner of Commercial
Taxes (Admin)- 03, Bangalore

Schedule-I

1. Pre-qualification requirements of Agencies/Bidders [PQR conditions]:

(i) The Agencies should have provided Annual Maintenance services to three similar Air Conditioning and Mechanical Ventilation works executed to one or more State/Central Government Departments/organizations/undertakings/corporations for at least one financial year in last two years and should have rendered services satisfactorily. (Documentary proof in the form of certificate issued by the department / organization / undertaking for satisfactory services rendered shall be scanned and uploaded. The office of the Joint Commissioner of Commercial Taxes (Admin), DVO-03, Shanthinagar, Bangalore-560027 will verify the documents with the concerned wherever necessary. However, documents like service agreements work orders etc. will not be considered for the purpose)

(ii) The annual turnover of the Agency shall not be less than Rupees two crores in any one of the last two financial years (i.e. 2011-12 and 2012-13). The agency shall upload a copy of the audited Balance Sheet and Profit and Loss Account duly certified by a Chartered Accountant for the years mentioned above as proof in this regard. (Documents like self-certification of turnover, certified income statement prepared for filing IT, etc. will not be considered).

(iii) The agency shall upload the copies of the following Document:

- a) Service Tax Registration Certificate.
- b) Certificate of Registration under KVAT/CST/Sales Tax Act
- c) Certificate of Registration under Professions Tax Act.
- d) Copy of the PAN card of the agency.
- e) Copy of the income tax returns filed for the year 2012-13
- f) Audited Balance Sheet for the year 2011-12 & 2012-13
- g) Any other registrations required as per the existing laws relating to providing man power services.

(iv) Agencies whose contracts have been terminated / foreclosed by the employer during the last 3 years due to non-fulfillment of contractual obligations/ noncompliance of statutory obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not fall under this category.

2. Scope of Service

(A) Servicing of AHU (Air Handling Units)

1. The agency will water wash the filters fortnightly.
2. The agency will do the chemical wash of the filters every fortnight.
3. The agency will undertake to repair/replace the motor as and when required
4. The agency will repair/replace belts as and when required
5. The agency will replace centrifugal fan as and when required
6. The agency will replace the bearings as and when required
7. The agency will carry out checkup and servicing of AHU every quarter.

8. Any other maintenance other than those mentioned above from sl no. 1 to 7.

(B) Servicing of AC Units

1. The agency will replace the compressor as and when required
 2. The agency will replace the fan, motor and blade as and when required
 3. The agency will take care of the gas leakages
 4. The agency will replace the electrical components as and when required
 5. The agency will carry out checks and servicing of AC units every quarter
 6. Any other maintenance other than those mentioned above from sl no. 1 to 5.
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3. Tender quoting lowest service charges (including service tax and other applicable taxes if any payable thereon) will be selected.
 4. The successful service provider shall sign an agreement as per the format specified in accordance with the terms and conditions laid down in the tender document.
 5. The agencies shall submit a check list with details of documents on fulfillment of PQR conditions prescribed herein (i.e. for the points mentioned in the Sl. No. 1 (i) to (iv) above).
 6. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.
 7. The Joint Commissioner of Commercial Taxes (Admn), DVO-03, Shanthinagar, Bangalore- 560027 shall cause examination of the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.
 8. The second cover containing financial bid of only the qualified bidders will be opened.

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TENDER DOCUMENT

THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMN), DVO-3,
BANGALORE

QUOTATION FOR ENGAGEMENT OF AGENCY FOR ANNUAL MAINTENANCE OF
AHU (AIR HANDLING UNITS) AND AC UNITS INSTALLED IN THE OFFICE
PREMISES OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES (ADMIN),
DVO-3, BANGALORE

TECHNICAL BID

1. Name & Address of the Tender Organisation / Agency with phone number, e-mail and name & telephone / mobile number of contract person	
2. Experience particulars in the annual maintenance of AHU (Air Handling Units) and AC units (Attach certificates, testimonials)	
3. Set-up of your Organisation, clearly indicating details of manpower, available for performing this service:	
a) Is the establishment registered with the Government, Please give details with document / evidence.	
b) Do you have any license. Please provide details and attach a copy	
c) Undertaking of the bidder conforming the availability of the adequate man power with requisite experience for deployment.	
6. Please attach copy of last return of Income Tax (for the year 2012-2013)	
7. PAN No. (Please attach copy)	
8. Profession TAX No. (Please attach copy)	
9. Trade License No (Please attach copy)	
10. Service Tax Registration No (Please attach copy)	
11. Registration no under the KVAT Act 2003, CST Act 1956 and KTEG Act 1979 (please attach a copy)	
12. Audited Balance Sheet (please attach a copy)	
13. Acceptance of terms and conditions attached. (Yes/No) Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
14. Power of Attorney / Authorization for signing the bid documents	
15. Please submit an undertaking that no case is pending with the police against the proprietor / firm / partner or the company (Bidder). Indicate any conviction in the past against the company / firm / partner	

Declaration by the Bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them.

Date :

Signature

Schedule – II

**COMMERCIAL TAXES DEPARTMENT, GOVERNMENT OF KARNATAKA
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMN) DVO-03, SHANTHINAGAR, BANGALORE-560027**

**Financial Bid for Annual Maintenance of AHUs (Air Handling Units) and
AC units**

PART – A

Sl.No	Particulars	Rate
1.	Annual Maintenance of AHUs (Air Handling Units)	
2.	Annual Maintenance of AC Units	
3.	VAT	
4.	Service Tax	
5.	Total amount payable by the Department	

Date :

Place :

Seal & Signature of Bidder / Agency

GENERAL INFORMATION

1. Tenders shall be valid for a period of 90 days from the date of opening of Financial bid.
2. The bidder shall submit a checklist with details of documents on which reliance has to be laid by the department to ensure fulfillment of PQR conditions prescribed herein. The bidder should not sublet or assign or franchise the responsibility covered in this agreement to any other agency either in whole or in part. The bid should be un conditional. The conditional bids will be summarily rejected.
3. The Technical bid should be complete in all respects and contain all information about services as specified. It is mandatory to submit all the details in the prescribed formats duly filled in, along with the offer. The Joint Commissioner of Commercial Taxes (Admin), DVO-03, Bangalore, at its discretion, may not evaluate a technical bid in case of non- submission or partial submission of technical details. The technical bid must be submitted by bidder to CTD in an organized and structured manner. etc.,
4. Commercial Bid: Commercial Bid shall be filled, uploaded, encrypted by the Digital Signature of the Bidder.
5. Joint Commissioner of Commercial Taxes (Admin). DVO-03, Bangalore reserves the right to issue any addendum/corrigendum to this bid document at any time prior to 2 days before the last date for submission of bids. Joint Commissioner of Commercial Taxes (Admin). DVO-03, Bangalore may amend any of the bid terms, which would be communicated/ indicated to the bidder as addendum/ corrigendum to bid document in the e-Procurement portal. The amendment so carried out will be binding on all the bidders. It will be assumed that addendum/corrigendum have been taken into consideration by the bidders in their offers after intimation, amendments shall be deemed to form an integral part of this tender document.
6. The supplier's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank. For details on e-Payment services and process refer to e-procurement portal.
7. EMD would be returned to the unsuccessful bidders soon after the finalization of the bid. The successful bidder's EMD will be returned after furnishing of Performance Bank Guarantee.
8. **Evaluation of bid:**
 - A. **Prequalification Evaluation:** Joint Commissioner of Commercial Taxes (Admin). DVO-03, Bangalore will first scrutinize the eligibility of the prospective bidders as per "Prequalification criteria", based on the documents submitted by the bidder. The offers of the bidders who fulfill the mentioned prequalification criteria will be taken up for further scrutiny i.e. the technical evaluation.
 - B. **Technical bid evaluation:**
 - i. Joint Commissioner of Commercial Taxes (Admin). DVO-03, Bangalore will scrutinize the technical offers. In the evaluation, Joint Commissioner of Commercial Taxes (Admin). DVO-03, Bangalore will determine whether the technical details along with documents furnished are as per

bid requirements and whether items/services are quoted as per the schedules / annexure. If the bidder proposes to supply services which are equivalent or higher performance than the specified ones, the bidder should necessarily include documents in the technical bid, to establish such claim to the satisfaction of the Tender Inviting/Accepting Authority.

- ii. The technical evaluation will be done on the basis of the information provided by Bidder against the detailed specifications of services. Only those bidders who qualify in the technical evaluation will be treated as qualified for the financial evaluation.

C. Financial Bid Evaluation:

- i. Financial bid offers of only those bidders who qualify technically shall be opened on the date & time specified in the bid schedule.
- ii. Evaluation of Financial bid offers carried out and Bidder having the lowest financial offer for supply of services as specified will be selected as successful bidder.

9. Award of Contract

9.1. The Contract will be awarded to the successful bidder which is having lowest Financial offer and selected. The decision of Joint Commissioner of Commercial Taxes (Admin). DVO-03, Bangalore is final in this regard.

9.2. Purchase order, will be issued to the successful bidder, in the format as decided by the Joint Commissioner of Commercial Taxes (Admin). DVO-03, Bangalore.

9.3. Joint Commissioner of Commercial Taxes (Admin). DVO-03, reserves the right to reject all or any of the tenders.

10. Alternative tender will not be considered.
11. Conditional tenders are liable for rejection.
12. Tenders without or insufficient amount of EMD will be rejected.
13. Intending tenderers can have detailed information from the office of the Joint Commissioner of Commercial Taxes (Admin), DVO -03, Bangalore during office hours.
14. Joint Commissioner of Commercial Taxes (Admin), DVO -03, Bangalore reserves the right to reject any or all tenders without assigning any reason.
15. The successful tenderer shall enter into a contract agreement on a non-judicial stamp paper of Rs.200/- (Rupees Two hundred only) with terms and conditions as per the format specified by the Joint Commissioner of Commercial Taxes (Admin), DVO -03, Bangalore .
16. The rates quoted should be the gross amount inclusive of service tax and any other statutory obligations for providing technical support to run and maintain the AHUs (Air Handling Units) and AC units installed in the office premises of the Joint Commissioner of Commercial Taxes (Admin), DVO -03, Shanthinagar, Bangalore-27, for a period of 12 months.
17. The bidder/agency shall submit their Financial Bid quotations in Schedule-2 annexed to the tender documents.
18. In case more than one agency stands L1, firstly, ISO certified agencies will get preference over others. Secondly, the agency having higher turnover during the last financial year will get preference over others.

- 19.** The duration of the contract is for 12 months, extendable for any other period up to another 12 months by mutual consent with the same terms and conditions of the agreement executed. However, the contract can be terminated by either party on three months' notice.
- 20.** The Agency should not sublet the contract. If the Agency is found to have sublet the contact, the contract will be terminated at its risk and cost.

**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMIN), DVO – 03, SHANTHINAGAR, BANGALORE-27**

General terms and conditions of the contract for Providing Annual Maintenance Services of AHUs (Air Handling Units) and AC units installed in the office premises of the Joint Commissioner of Commercial Taxes (Admin), DVO – 03, located at 2nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore – 27 for a period of 12 months from the date of entering into the contract

1. The expression “Annual Maintenance” used shall mean that Services provided to maintain the AHUs (Air Handling Units) and AC Units as listed while awarding the contract, required by the office of the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Bangalore including offices of Joint Commissioner of Commercial Taxes (Appeal 1,2,3,4,5 & 6)
2. The “Department” means the office of the Joint Commissioner of Commercial Taxes (Admn), DVO-03, Bangalore.
3. The “Agency/Contractor” means the Agency to whom the work of providing Annual Maintenance is awarded.
4. “Notice in Writing” shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by courier/registered post to the declared business address of the Agency.
5. “Deficiency in service” means, not maintaining properly the listed AHUs and AC units as to enable them to work without any frequent problems; failure to trouble shoot when required; failure to provide service from time to time as agreed upon; failure to attend the repair immediately the call is received from the office of the department or from an authorized person; failure to replace the required parts and to enable the units to work unabated; failure to provide service as per the requirement of the applicable laws and violation of any of the condition in the contract agreement.
6. “Premises” means the office of the Joint Commissioner of Commercial Taxes (Admin), DVO-03 including the offices of Joint Commissioner of Commercial Taxes (Appeal 1,2,3,4,5 & 6) situated at 2nd Floor, TTMC, ‘B’ Block, BMTC Building, Shanthinagar, Bangalore-27
7. **Scope of Service:**
 - (A) Servicing of AHU
 - a) The agency will water wash the filters fortnightly.
 - b) The agency will do the chemical wash of the filters every fortnight.
 - c) The agency will undertake to repair/replace the motor
 - d) The agency will repair/replace belts
 - e) The agency will replace centrifugal fan as and when required
 - f) The agency will replace the bearings
 - g) The agency will carry out checkup and servicing of AHU every quarter.

(B) Servicing of AC Units

- a) The agency will replace the compressor as and when required
- b) The agency will replace the fan and motor and blade as and when required

- c) The agency will take care of the gas leakages
- d) The agency will replace the electrical components as and when required
- e) The agency will carry out checkup and servicing of AC units every quarter

8. Purchase of Material:

8.1. In order to run AHU and AC units, there may be a need to purchase any other spare parts, accessories and consumables which are outside the scope of the service. Such purchase must be effected by the agency after intimating the Joint Commissioner of Commercial Taxes (Admin), DVO-03 for which the goods are required. Such purchases shall be restricted to AHU and AC units.

8.2. The agency shall make a monthly bill of such purchases and seek reimbursement from the Department. Sale bills in original shall be appended to the bill.

8.3. It is expected that all purchases be made from the empanelled vendors listed in G.O.CSE.30. ವಿ ಮಾ ಅ 2008 dated: 01.02.2010. In case of exigencies, the agency may purchase from non-empanelled vendors but at a price equivalent to or less than that of the empanelled vendors after following a transparent procedure.

9. Payments

- a) The liability to pay all taxes/duties/other levies of local bodies, State and Central Government or any other authority in respect of services rendered will vest with the Agency.
- b) At the time of payment of bill, the taxes liable to be deducted, if any, shall be deducted at source as per state and central Government rules and guidelines as may be prevailing at the time of payment.
- c) The Joint Commissioner of Commercial Taxes (Admin), DVO-03, Bangalore shall be at liberty to withhold any of the payments in full or in part for default in rendering service and/or for the loss incurred by the Department as a result of non-carryout of the services correctly as agree upon.
- d) If the Agency fails to carry out the said services or fails to deliver services to the desired standard due to absence of his personnel or any penalty as determined in terms of clause 26(2) by the Joint Commissioner of Commercial Taxes (Admin), DVO-03, Bangalore, shall have to be paid by the Contractor. The decision of the Department will be final and binding on the Contractor and shall not be subject to any dispute or arbitration and the penalties so imposed will be recovered from the amount/payment due to the Agency.
- e) The Agency should hold in trust all property of the department that comes into its possession while discharging the obligations under the agreement and to appropriate the same in terms of the directions given by the Joint Commissioner of Commercial Taxes (Admin), DVO-03, Bangalore.

10. For all matters arising out of this contract between the Agency and the Department, the jurisdiction of the court shall be at Bangalore.

11. The staff deployed by the Agency shall not have any connections with the employees of the Department. The Agency shall be responsible for any un-authorized acts of the staff and for any damage/injury sustained by them in the course of their service.

12. The Agency will be fully and solely responsible for any violations under the relevant statutes, and any such violation will be a breach of contract and the Department at its discretion may cancel the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the relevant laws.

- 13.** The agency shall issue Photo ID cards to its entire staff with the agency's Logo & Name and Designation of the personnel deployed to carry out the service.
- 14.** Whenever the Agency fails to provide service in time as requisitioned by the Department, it shall be lawful for the Department to avail the service departmentally or otherwise and the cost incurred shall be deducted from the amounts due to the Agency.
- 15.** The Agency should not appoint subcontractor. If the Agency is found to have appointed subcontractor, the contract will be terminated at the risk and cost of the contractor concerned.
- 16.** In case of any ambiguity or doubts with regard to the terms, clauses used in the tender documents, clarifications should be sought in writing, before submitting the tenders, failing which, the decision of the Department in all such matters shall be final and binding on the Agency.
- 17.** The Department shall not be held responsible or called upon to make good any losses/costs incurred by Agency on account of factors beyond its control such as legal impediments, accidents, illegal actions of its staff, etc., or for any reason whatsoever.
- 18.** The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department.
- 19.** The Department including the authorised officers of the Department shall have the power to issue notice in writing and to instruct/direct the Agency to make alterations/variations in the assigned work/change the deployed staff.
- 20.** The Agency shall obey all relevant Central, State and local regulations and enactments pertaining to contract personnel and the Joint Commissioner of Commercial Taxes (Admin), DVO-03, Bangalore shall have the right to enquire into and decide all complaints on such matters.
- 21.** All compensations or other sums of money payable by the Agency to the Department under the terms and conditions of this contract may be deducted from its security deposit or from any sums that may be due or may become due to the Agency by the Department on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the Agency shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.
- 22.** If the Agency fails to provide the services satisfactorily during the currency of the contract, the Department shall have the power to enter upon and take possession of the works and engage any other person, firm or agency to complete the work. Any extra cost incurred by the Department due to such failure on the part of the Agency shall be recovered from the Agency.
- 23.** The antecedents of the personnel deployed by the Agency should be verified through local police or by any other Government Agency, and the Agency alone shall be responsible for the good conduct of its personnel while on duty as well as off duty in Department's premises and the personnel deployed shall behave like responsible persons at all times.
- 24.** The Agency will be held responsible for all the acts of the personnel deployed with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and the Agency shall undertake to compensate the losses arising from such acts of the personnel to all the concerned.
- 25.** Agency/ personnel deployed by the agency shall not disclose any information to the public pertaining to the department without prior permission.

26. (1) Breach of Terms and Contract

The following acts on the part of the Agency will constitute breach of contract:

- (a) Failure to attend to the requirement as per the scope of the services.
- (b) Failure to deploy sufficient staff to attend to repair or in any exigencies.
- (c) Deficiency in service like not maintaining properly the listed AHUs and AC units as to enable them to work without any frequent problems; failure to trouble shoot when required; failure to provide service from time to time as agreed upon; failure to attend the repair immediately the call is received from the office of the department or from an authorized person; failure to replace the required parts and to enable the units to work unabated; failure to provide service as per the requirement of the applicable laws and violation of any of the condition in the contract agreement.

(2) It is open to the Department to initiate the following penal actions against the Agency on breach of any of the above terms:

- a) At first instance to issue warning notice clearly narrating the incident of breach asking the Agency to submit its explanation and the action the Agency is proposing to avoid repetition of such incident.
 - b) On the second instance to impose a penalty not exceeding **Rs.25,000/-**.
 - c) On subsequent instances to impose of penalty of **Rs.50,000/-**. If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.
 - d) This does not preclude the Department from recovery of the directly attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.
27. The successful Agency shall have an established office in Bangalore. The Agency shall furnish the address of such office with particulars of telephone number and details of contact person before entering into Agreement. The Department reserves the right to inspect/check the particulars so furnished.

28. Duration and termination of Contract:

The duration of the contract is for a period of 12 months, extendable for further period not exceeding one year by mutual consent. However, the contract can be terminated by either party on three month's written notice.

29. Premature termination of the Contract:

If the services of the Agency are found not satisfactory and if any one of the conditions of the contract agreement is violated, the Department reserves the right to terminate the contract prematurely without assigning any reason therefor. In case of any dispute the jurisdiction of the court shall be at Bangalore.

- 30. Financial bids of agencies which do not satisfy the PQR (prequalification requirement) conditions [Technical bid] will not be considered.
- 31. The Department shall cause to examine the PQR documents of the agencies and on that basis a list of qualified bidders will be prepared and intimated to the Agencies concerned.
- 32. The financial bid containing price quotations of the qualified bidders only will be opened in the presence of available qualified bidders, on the specified date.

33. Security Deposit/Performance security

The Agency shall deposit an amount equivalent to 10% of contract amount as security deposit/performance security in the form of Bank Guarantee/Deposit at the time of entering into agreement. The same shall be refunded to the Agency after successful

completion of service contract assignment. EMD of the successful bidder will be refunded after furnishing the necessary bank guarantee.

34. The Department agrees to make payment to the Agency against monthly service bill provided the same is correct in all respects, within 30 days from the date of submission of bill by the Agency.
35. 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 Joint Commissioner of Commercial Taxes (Admn), DVO-03, Bangalore whose decision will be final.
36. 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 Join Commissioner of Commercial Taxes (Admin), DVO-03 shall be final and binding on the Agency.
37. The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide services on the same terms and conditions of the contract during the extended period in the event of any extension given.
38. If any loss or damage is caused to the Department by non-compliance of the obligations under this agreement by the Agency, the Agency is liable to make good such losses and the Department shall be entitled to recover the same from the Agency.
38. The arrangement between the agency and the Department is on Principal to Principal basis and neither of them shall be treated as the agent of the other.
39. The Agency shall furnish a copy of the license issued by the Labour Department under the Contract Labour (Regulation and Abolition) Act, 1970.

CONTRACTOR'S SIGNATURE
(WITH SEAL)

CONTRACTEE SIGNATURE
(WITH SEAL)

WITNESSES:

- 1.
- 2.

* * * * *

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMIN), DVO -03, SHANTHINAGAR, BANGALORE-27

Procedure for submitting tender.

Tenders in two cover/two parts system duly uploaded by the Registered Technically Competent Agencies will be received by the Joint Commissioner of Commercial Taxes (Admin), DVO-03, for the following:

1. Nature of Service: **Providing Annual Maintenance of AHUs and AC units installed in the office premises of the Joint Commissioner of Commercial Taxes (Admin), DVO-03, Shanthinagar, Bangalore-27**
2. EMD: Rs. Fifty thousand
3. The bidders can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in> For further information, please contact phone number 080-22221048/08022221184
4. Tender documents shall be submitted online at e-Procurement portal.
5. The participating bidders will have to pay Earnest Money Deposit (EMD) of fifty thousand rupees to be paid through e-Procurement portal through any one of 04 modes i.e. Credit Card, Internet Bank (Direct Debit), NEFT (National Electronic Fund Transfer) or OTC (remittance at the bank counter).
6. The validity of the offer shall remain open for a period of ninety days from the date of opening of tenders (financial bids). If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender, then the tender inviting authority shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
7. Final acceptance of the tender rests with the Joint Commissioner of Commercial Taxes (Admin), DVO – 03, Bangalore who reserves the right to accept or reject any or all tenders without assigning any reason therefor.
8. Submission of the tender by the Agency implies that these conditions of contract have been read and is aware of the scope of the service and the number of Engineers/Technical Assistants to be deployed.
9. Tenders not submitted in the prescribed form will be rejected. Tenders which propose any alterations in the service specified or containing other conditions of any sort will be rejected.
10. **Security Deposit:** The successful Agency should pay Security Deposit equivalent to 10% of the value of the contract amount put to tender for due performance of the contract.
11. The successful agency is liable to comply with all laws applicable, including labour laws.

12. The successful tenderer shall attend the office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful tenderer to execute the contract agreement within 15 days from the receipt of written communication of letter of acceptance to this effect, would entail rejection of tender and forfeiture of EMD.
13. Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
14. Rejected Bidder's EMD shall be refunded.
15. **The procedure for payment of Tender Transaction fee and Earnest Money Deposit.**

- . The website of e-payment portal is:
<http://www.eproc,karnataka.gov.in/>.
- . The home page of e-payment portal would appear as follows:

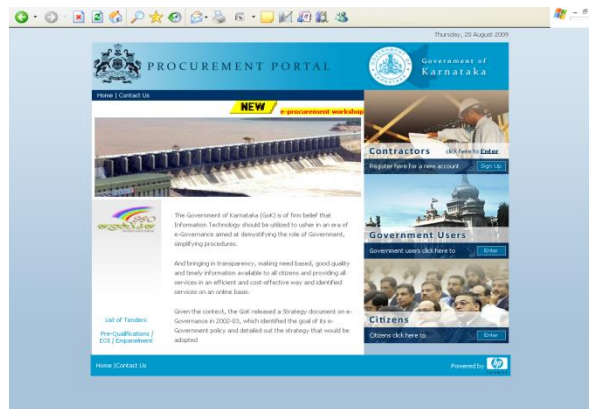


Figure from Home page of e-procurement portal

The bidder can pay the EMD and tender transaction using any of the following payment modes in the e-Procurement portal:

- . Credit Card.
- . Direct Debit.
- . National Electronic Fund Transfer (NEFT)
- . Over the Counter (OTC)

1. CREDIT CARD PAYMENT METHOD

To pay the Tender Fee/EMD through credit card, click on the “Credit Card (Online Payment)” option. If you choose to pay the fees/EMD later, click on “Close” button. Click on “Pay” button to proceed with payment process. Click “Back” if you wish to choose a different payment method. Click on “OK” button on the payment method confirmation window that is displayed. You will choose your card type (VISA or Master Card). Enter the credit card details.

The screen will look like above when you have completely filled the card details. Click on “PAY NOW” button to effect the payment. Your card details are verified by the payment gateway service and you will receive confirmation on payment debited to your card account if the card is valid. If the card is no valid you will receive alert about it and system will wait for you to correct any errors in the card details provided by you. A successful transaction message is displayed.

1. DIRECT DEBIT CARD:

Click on “Direct Debit” using Internet Banking option to pay from your bank account through Internet Banking facility. Click on “Pay” to proceed or “Back” to change the payment method on the Payment details Screen. Click on “OK” on the confirmation window to effect the payment. On your screen, you will be informed about successful completion of payment process.

2. OTC PAYMENT PROCEDURE;

If a supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in e-Procurement web-site (www.eproc.karnataka.gov.in), the supplier will need to log into e-Procurement system, access the tender for which bit is being created and the select the OTC option under the payment section and print the challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, supplier can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will be not be accepted. The supplier is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by the contractor/supplier in the payment section of its bid is submitted as a pre-requisite for bid submission.

3. NEFT (National Electronic Fund Transfer) PAYMENT PROCEDURE;

If a supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India’s (RBI) National Electronic Fund Transfer (NEFT) system, the supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The supplier has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the supplier’s bank account to GoK’s bank account. The supplier should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka’s principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission, If the supplier’s bank transfers/wires the money after the last date for bid submission, the supplier’s bid will be liable for rejection. Upon executing the transfer, the supplier’s bank will provide a reference number generated by

NEFT software as confirmation to transfer, which has to be entered by the supplier in the payment section of its bid as payment confirmation before the bid is submitted as a pre-requisite for bid submission. Also, the account number from which the funds were transferred has to be entered in the e-Procurement system as part of its bid.

The supplier's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank. For more details on e-Payment services and the process refer to e-procurement portal.

Note: In e-Procurement Portal, supplier has an option of withdrawing the bid by digitally signing to withdraw/cancel bid before the bid submission time/date.

Help Desk e(Procurement): **080-25501216/25501227**

e/mail: hphelpdesk.blr@intarvo.com

Support timings : 9.00 am to 9.00 pm of all working days.

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
OFFICE OF THE JOINT COMMISSIONER OF COMMERCIAL TAXES
(ADMIN), DVO-03, SHANTHINAGAR, BANGALORE-27

Letter of undertaking- B

To:

The Joint Commissioner of Commercial Taxes
(Admin), DVO -03, 2nd Floor, TTMC, 'B' Block,
BMTc Building, Shanthinagar
Bangalore -560027
Sir,

**Providing Annual Maintenance of AHUs and AC units
installed in the office premises of the Joint Commissioner
of Commercial Taxes (Admin), DVO-03, Shanthinagar,
Bangalore-27**

I/We do hereby tender for providing Annual Maintenance of AHUs and AC units installed in the office premises of the Joint Commissioner of Commercial Taxes (Admin)-03 Bangalore as per the quoted rates and in all respects in accordance with the conditions applicable.

**NATURE OF SERVICE: Providing Annual Maintenance of AHUs and AC units
installed in the office premises of the Joint Commissioner
of Commercial Taxes (Admin), DVO-03, Shanthinagar,
Bangalore-27**

I/We have paid an amount of Rs. Fifty thousand through Credit Card/Internet Bank/NEFT/OTC towards EMD. I/we are aware that the EMD will not bear any interest. Should my/our tender is accepted, I/ we agree to pay 10% of contract value towards security deposit for the due fulfillment of the contract.

If this tender is accepted, I/we agree to abide by and fulfill all the terms and conditions of the contract or in default thereof pay to the Commercial Taxes Department the sum of money mentioned in the said contract without prejudice to any other right of the Commercial Taxes Department.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender, I/We have carefully followed the instructions and I/we have made examination of contract documents and the scope of the services to be provided.

I/We distinctly agree that I/we would hereafter make no claim or demand upon the Commercial Taxes Department based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address given herein.

I/We fully understand the terms and conditions of the contract to be entered into between me/us and the Commercial Taxes Department and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the Commercial Taxes Department.

Dated this day of2014

Signature

(AGENCY)

DECLARATION -A

(To be given by the Bidder at the time of uploading the completed tender)

To:

The Joint Commissioner of Commercial Taxes
(Admin), DVO -03, 2nd Floor, TTMC, 'B' Block,
BMTC Building, Shanthinagar
Bangalore –560027

Sir,

NATURE OF SERVICE:

Providing Annual Maintenance Services of AHUs and AC units installed in the premises of the office of the Joint Commissioner of Commercial Taxes (Admin), DVO – 03, located at 2nd Floor, TTMC, B Block, BMTC Building, Shanthinagar, Bangalore – 27 for a period of 12 months **from the date of entering into the contract**

I/We have read the Tender documents and related matters carefully and diligently and that I / We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

I have uploaded the documents as required in clause 1(i) to 1(iv) of the notification as per the requirement for submitting the pre qualification requirements (PQR).

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction of the Joint Commissioner of Commercial Taxes (Admin), DVO-03, Shanthinagar, Bangalore.

Signature with name and designation with reference to the Bidder

GOVERNMENT OF KARNATAKA
(Department of Commercial Taxes)

Office of the the Joint Commissioner of Commercial Taxes
(Admin), DVO -03, 2nd Floor, TTMC, 'B' Block,
BMTTC Building, Shanthinagar Bangalore –560027,
Ph.: 080-22221048 /080-22221184

TENDER NOTIFICATION

No.DVO-03/ D1/CR/ 03/2014-15 Dated: 05.05.2014

Tenders are invited under two cover/two parts system from service providers for annual maintenance of AHU and AC units installed in the office premises of the Joint Commissioner of Commercial Taxes (Admin), DVO-03, Shanthinagar, Bangalore-560 027.

Detailed notification containing the terms and conditions of the tender and other particulars may be downloaded from the departmental web site: <http://ctax.kar.nic.in> or <http://eproc.karnataka.gov.in>

Joint Commissioner of Commercial Taxes
(Admin), DVO-03, Bangalore