

**GOVERNMENT OF KARNATAKA
(COMMERCIAL TAXES DEPARTMENT)
Vanijya Therige Karyalaya, I Main Road,Gandhinagar,
Bangalore-560009**

Telephone No: 22342680
Tele fax: 22208402

No.:CCW/CR.30/2012-13

Dated: 23-8-2013

e-TENDER NOTIFICATION

1. INTRODUCTION.

Commercial Taxes Department has computerised all its activities and provided desktops and laptops to the officers. Antivirus soft wares are required for 350 laptops. Therefore bids are invited through e-Procurement platform from the qualified bidders for supply of 350 antivirus soft wares.

2. Scope of work

1. Supply of anti-virus software licenses for 350 client users. The Antivirus software should have key feature and specifications as specified in Annexure-4.

3. Period of validity.

Anti-virus software licenses shall be valid for a period of one year from the date of installation.

4. EMD: Rupees Ten thousand only. Unsuccessful bidder's EMD will be refunded.

5. 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.

6. Price:

The bidders should quote the gross amount inclusive of all taxes and any other statutory obligations in Annexure-1 for supply of above software licenses.

7. The bidder may contact phone number 080- 22342680 for any information in addition to the information available at <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>

8. The Soft copies of the Bid documents can be downloaded from e-Procurement portal and also from the website: <http://ctax.kar.nic.in/> consisting of Pre-Qualification Requirements (PQR) and eligibility criteria of bidders, supply terms and conditions to be complied with by the bidders registered with e-Procurement for e-Tendering.

9. The technical bid shall include the Pre-Qualification Requirements (PQR) documents as in Annexure—2, and 3. The financial bids shall include the duly filled Annexure-1. Both the scanned technical and financial bids shall be uploaded up to 5.00 PM of 07-09-2013 The technical bid containing PQR documents will be opened on 11-09-2013 by 5 PM.

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10. 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. Only the qualified Technical Bidders will be considered for Financial Bids

11. Calendar of events:

- a) Last Date & Time for receipt of Bids : **07-09-2013 upto 05 p.m.**
- b) Last Date & Time for submission of query : **05-09-2013 upto 05 p.m.**
- c) Date & Time and Venue for opening of Technical Bid : **11-09-2013 at 05 p.m.**
Room No 401, 4th Floor,
Vanijya Therige Karyalaya,
I Main Road,Gandhinagar,
Bangalore-560 009,
- d) Date & Time for opening Financial Bid. : **12-09-2013 at 05 p.m.**

Addl. Commissioner of Commercial Taxes
(GST)

1. Technical Qualifications: Pre-qualification requirements of Bidders [PQR Conditions]:

- 1) The bidder should have an office at Bangalore. Proof of the existence of the office must be, by way of producing a copy of the certificate/receipt of tax paid under Shops and Establishment Act.
- 2) The bidder should be a licensed dealer of the product. Duly completed Manufactures' Authorization Form (MAF) in the format prescribed in Annexure-2 shall be filed along with the bid.
- 3) The bidder should be empanelled by the e-Governance Department of Government of Karnataka Vide G.O.No.DPAR.30 EGV-2008 dated 1st February 2010 of read with G.O.No. DPAR 32 e-Gov 2011 Bangalore Dated 21-01-2013 and 30-03-2013.
- 4) The bidder should have supplied similar antivirus software to any Central or State Government department or Undertaking at least for a period one year with at least minimum 1000 licenses in the last three previous years.
- 5) The annual turnover of the Agency shall not be less than Rupees One cores for at least last one year in the last three years. The agency shall upload a copy of the audited B alance sheet and Profit and Loss Account duly certified by a Chartered Accountant for the years mentioned above as proof in this regard.
- 6) The bidders who have been terminated/foreclosed by any Department/ organization/undertaking during the last 3 years due to non-fulfillment of contractual 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. The bidder shall submit a check list with details of documents on which reliance has to be laid by the Department to ensure fulfillment of PQR conditions prescribed herein (i.e. for the points mentioned in the 1(1) to 1(6) above).

3. The bidder shall sign and upload the documents in Annexure-2, Annexure-3 and Declaration to this document.
4. The financial bid shall also be signed and submitted in Annexure-1.
5. The Financial bids which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.
6. The tender inviting authority would cause examination of the PQR documents of the bidders.
7. The second document containing financial bid of only the qualified bidder will be considered.
8. The Addl.Commissioner of Commercial Taxes (GST) reserves right to reject any bid without giving reasons.

GENERAL INFORMATION

1. Tenders shall be valid for a period of 90 days from the date of opening of financial bid.
2. Alternative tender will not be considered.
3. Conditional tenders are liable for rejection.
4. Tenders without or insufficient amount of EMD will be rejected.
5. Intending bidders can have detailed information from the office of the Deputy Commr. of Comml. Taxes (e-Governance), Computer Section, 2nd floor, O/o Commissioner of Commercial Taxes (Karnataka) Bangalore during office hours.
6. The Addl. Commissioner of Commercial Taxes (Karnataka) reserves the right to reject any or all tenders without assigning any reason.
7. The successful bidders shall enter into a contract agreement on a non-judicial stamp paper of Rs.200/- (Rupees Two hundred only) in accordance with the terms and conditions laid down in tender document as per the format specified by the Commissioner of Commercial Taxes (Karnataka)
8. The rates quoted in Annexure-1 should be the gross amount inclusive of all taxes and any other statutory obligations for supply of anti-virus software licenses for 350 client users.
9. The bidder shall submit their quotations in Annexure-1 annexed to the tender documents.
10. In case more than one bidder stands L1, firstly, ISO certified agencies will get preference over others. Secondly, the bidder having higher turnover during the last financial year will get preference over others.
11. The duration of the validity period is for 12 months from the date of installation and licenses can be renewed for another fixed term based on performances
12. The bidder should not sublet the supply contract. If the bidder is found to have sublet the supply contract, the contract will be terminated at its risk and cost.

**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT**

**OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES
(KARNATAKA)**

General terms and conditions for supply of 350 numbers Antivirus software licenses

1. The bidder should satisfy all the terms and conditions.
2. The bidder should take care of supply and installation.
3. The bidder should assist and do the required configuration.
4. The bidder should be empanelled by the e-Governance Department of Government of Karnataka Vide G.O.No.DPAR.30 EGV-2008 dated 1st February 2010 of read with G.O.No. ಸಿಆಸುಇ 32 ವಿಮಾಲ 2011 ಬೆಂಗಳೂರು, ದಿನಾಂಕ 21-01-2013 and 30-03-2013.
5. The bidder should provide all the latest features available including automatic updation. **The Antivirus software should have the key feature and specifications as specified in Annexure-4.**
6. Bidders shall furnish the following information and upload the scanned documents:
 - a. Name and full address of the bidder;
 - b. Name and telephone number of the contact person (on behalf of the bidder);
 - c. Tax Payer's Identification Number (TIN)/ Registration Certificate Number under the VAT/ Sales Tax Act;
 - d. Copy of the PAN card issued by I.T Department;
 - e. Full address and telephone number of the office of the Assessing Authority under the VAT/ Sales Tax Act;
 - f. Sales Tax/VAT Clearance Certificate;
7. Bidder should provide warranty for the entire duration of License period of smooth functioning of all the features of antivirus software as specified in Annexure-4
8. Payment will be made after successful installation of antivirus software within 30 days from the date of receipt of invoice.
9. The successful bidder is required to furnish an unconditional and irrevocable Bank Guarantee (BG) for an amount equivalent to 10% of total price as quoted in the bid within 7 days of issue of purchase order valid for the period of contract plus 1 month, else EMD amount would be forfeited.
10. The Bank Guarantee shall be valid for the entire supply contract period, subject to the terms and conditions in the Bank Guarantee at the end of the contract the Bank Guarantee will be returned to the bidder.
11. The Bank Guarantee shall be discharged / returned by CTD upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Bank Guarantee.
12. In the event of the bidder being unable to service the contract for whatever reason, CTD shall revoke the Bank Guarantee. CTD shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
13. CTD shall also be entitled to make recoveries from any amount due on the Bank Guarantee in case of any error/ omission on bidder's part.

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14. If selected bidder fails to supply the entire 350 numbers antivirus software licenses under this tender notification, within 30 days' time from the date of issue of Purchase Order, a penalty of 0.5 % of total cost of bid amount, per week (maximum 2 weeks) will be deducted from the amount payable to bidder. This may be in addition to forfeiture of BG.
15. If the bidder fails to perform any other obligation(s) under the Contract, CTD may procure the same unrendered service from other service provider and charge all related expenses on the bidder. However, the bidder shall continue performance of the Contract to the extent not terminated.
16. Bids should be valid for a period of 3 months from the last date fixed for submission of bids.
17. Financial Bids should be submitted in the format provided in Annexure-1 indicating the cost of 350 Anti-virus software licenses.
18. Bidders should pay EMD of Rs.10,000/- to be paid through e-Procurement portal through any one of the four modes that is Credit Card, Internet Bank, NEFT or OTC. EMD would be returned to the unsuccessful bidders soon after the opening of the bid. The successful bidder's EMD will be returned after satisfactory installation of all the systems.
19. The bids shall be through online e-Tendering.
20. The last date for up loading the tender document is 07-09-2013 up to 5.00 p.m.
21. Bids received after the specified time and date will be not be accepted.
22. The financial bids will be opened on 12-09-2013 at 05.00 p.m.
23. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
24. CTD reserves the right to issue any amendments to this bid document at any time prior to 3 days. Such amendments to tender document will be published in the e-procurement portal. After intimation, amendments shall be deemed to form an integral part of this tender document.
25. **Resolution of disputes:**

In case of any disagreement or dispute between CTD and the bidder, the dispute will be resolved in a manner as outlined hereunder. CTD and the bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, CTD and the bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by CTD, one to be nominated by the bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act, 1996. Upon every or any such reference, the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. Courts of Bangalore City shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

Addl. Commissioner of Commercial Taxes (GST),
Office of the Commissioner of Commercial Taxes (Karnataka)
Vanijya Therige Karyalaya, Kalidasa Marg, Bangalore.

ANNEXURE-1

<u>Price Bid</u>			
SL NO	DESCRIPTION	REQUIRMENT	AMOUNT
1	Anti-virus software licenses with key features and specification as specified in Annexure-4	For 350 Client users valid for a period of one year	Rs. (inclusive of all Taxes)

Date:

Place:

Bidder's Signature with name and designation.

Manufacture’s Authorization Form

To,

The Commissioner of Commercial Taxes,
VTK-1, Kalidas Marg, Gandhinagar,
Bangalore-560 009,
Karnataka.

Date:

Dear Sir,

Sub: Authorization letter for tender number Ref:xxxxxxxxx dated:xxxxxx

This is with reference to above subject of Procurement of----- Anti-Virus software licenses for your department.

We would like to authorize M/s..... who is a business associate/partner of <OEM> in India to participate in the above tender, and execute the same if awarded.

We hereby extend our full support as per terms and conditions of the tender and the contract for the services offered against this invitation for tender offer by the M/s.....

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours Faithfully,

for “Company Name”

“Name of the person”
“ Designation”

Self-confirmation of the tenderer for PQR Evaluation

1. Confirmation for having experience of providing similar services for minimum period of 3 years (please tick whichever is applicable) : Yes/No

1. List of department/organization/undertaking/corporation where similar services have been provided during the last 3 years.

- a) Name & address of the department/organization/undertaking/corporation .
- b) Designation of official certifying the service.
- c) Last three years details.

Year	Approximate bill value in Rs.	Whether reflected in the balance sheet
2009-10		
2010-11		
2011-12		

Note: If services are provided for more than one organization, give consolidated details for all in the above format.

3. Office details in Bangalore including the name of the contact person, designation, e-mail id and telephone number :

Signature with name and designation
with reference to the Bidder

Antivirus Software - Key features and Specifications	
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I	AV protection for Laptops
1	Shall support Windows 7 platform
2	Should have the ability to detect and remove unwanted joke programs, toolbars, adware, spyware, dialers etc & Post detection the actions that the antiviral performs must be the following: Alert / Notify , Clean, Delete / Remove, Move / Quarantine, Prompt for Action
3	Antivirus Software must provide automated download of latest virus signature updates from the Internet to Laptops.
3	Should prevent memory Intensive Processes for laptops-Prevents memory intensive processes like scheduled scans from running whenever the laptop is running on a battery.
4	Should support file scan caching to avoid repetitive scanning of files which are unchanged since the previous scan
5	Antivirus must automatically scan Floppy disks, Compact disks, USB devices in real-time when accessed.
6	Should allow the On Demand Scanner to recognize the last scanned file and resume scanning from that file if an “On demand Scan” is interrupted
7	Should Automatically checks & Downloads critical updates from the Microsoft website to prevents malwares from exploiting vulnerabilities, existing in the Operating System.
8	Should include the Rescue Disk for removing virus from infected computers that cannot be cleaned in the normal mode of Windows Operating system.
9	Antivirus Software should be capable of blocking TCP/IP ports on the System and also creating exceptions for specified applications to use these blocked ports.
10	It Should Block Threats like Viruses, Trojans and Spy ware in Files, email and web downloads.
11	It Should identify a downloaded file or application is dangerous before install or run it on the computer.
12	The proposed Antivirus software should provide Self protection from modifying or disabling Virus Scan Feature.
13	Browser Protection – Should proactively protects by checking and blocking online threats when browser loads, to stop online threads before they can do damage.
14	Should support protection against POTENTIALLY UNWANTED PROGRAMS
15	Antivirus software should categories URLs for threats like – Spywares, Trojans, Spam, Adwares, Red links
16	The Antivirus software should scan system memory for installed rootkits, hidden processes, and other behavior that suggests malicious code is attempting to hide itself
17	The Antivirus should allow for automated rollback of virus definition, if require
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18	The solution must be able to auto-quarantine or auto-delete spyware or adware

	without end-user interaction
19	Antivirus software should be capable of detecting and blocking communication from hosts that are spreading viruses/worms.
20	Infection treatment should support report-only, cure, delete, move and rename file
21	Antivirus software must be capable to detect the presence of Microsoft Security hot fixes and other customizable files, registry keys and services on the host machines.
22	Protection from malware even if no signature file available locally
23	Should have enhanced tamper protection that guards against unauthorized access and attacks, protecting users from viruses that attempt to disable security measures

DECLARATION

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

To:

The Commissioner of Commercial Taxes
(Karnataka), Vanijya Therige Karyalaya,
Kalidasa Road, Gandhinagar,
BANGALORE – 560009.

Sir,

NATURE OF SERVICE:

Supply of Anti-virus software licenses for 350 client users

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(1)** to **1(5)** (Technical Qualification) 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 Commissioner of Commercial Taxes (Karnataka)

Signature with name and designation with reference to the Bidder

GOVERNMENT OF KARNATAKA

(Department of Commercial Taxes)
Office of the Commissioner of Commercial Taxes,
Vaniya Therige Karyalaya, Gandhinagar,
Bangalore-560009, Phone.No.22208512

e - TENDER NOTIFICATION

No. CCW/CR-30/2012-13

Dated:23-08-2013

Tenders are invited from suppliers for purchase of 350 numbers Antivirus Software licenses.

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>

**Addl.Commr of Commercial Taxes (GST)
Gandhinagar, Bangalore**