

GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT
Vanijya Therige Karyalaya, I Main Road, Gandhinagar,
Bangalore – 560 009
Telephone No. 22263979, Telefax # 22380109

No. CCW/CR.77/2010-11

Dated: 22-02-2011

TENDER NOTIFICATION

Tenders are invited under two cover system, for providing technical support to run and maintain the IT infrastructure in all the offices and check-posts of Commercial Taxes Department (CTD) located across the State of Karnataka.

The prescribed tender forms and the Request for Proposal (RFP) showing terms and conditions and other relevant details can be obtained from the Deputy Commissioner of Commercial Taxes (Computers) o/o Commissioner of Commercial Taxes at the address given above. The bidder should satisfy all the terms and conditions laid down in the RFP in relation to providing the said technical support.

The first cover in respect of the technical bid should contain :

1. The Technical / pre-qualification bid with all the required details in the prescribed format (Annexure-I) appended to the RFP
2. Particulars of VAT Registration
3. VAT Clearance Certificate
4. PAN details under the Indian Income Tax Act, 1961
5. Details of annual sales turnover for the past two years; and
6. Proof to show that the bidder has its Head Office in Bangalore and has been operating for the last 3 years in the State of Karnataka.

The 1st sealed cover should be superscribed with the words” Technical / prequalification bid for providing, technical support to run and maintain the CTD IT infrastructure in all offices/ checkposts of CTD”.

The second sealed cover should contain the financial bid in the prescribed format (Annexure II) appended to the RFP and should be superscribed with the words

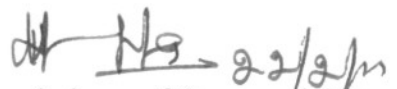
“Financial bid for providing, technical support to run and maintain the CTD IT infrastructure in all offices / checkposts of CTD”.



The sealed covers containing the technical/pre-qualification bid and the financial bid should be enclosed in another sealed cover superscribed with the words "Tender for providing technical support to run and maintain the CTD IT infrastructure in all offices / checkposts of CTD" and should be addressed to the Additional Commissioner of Commercial Taxes, (Head Quarters)-II, at the above given address. The bids should be unconditional. Conditional bids will be summarily rejected. The financial bid covers of only those bidders who satisfy the technical / prequalification requirements upon evaluation of the prequalification bid will be opened.

The last date for submission of tender is 28-03-2011, 3.00 pm. The sealed cover containing both the technical / prequalification bid and the 'financial bid' covers should be delivered in the office of the Additional Commissioner of Commercial Taxes (Headquarters-II), on the 3rd Floor, Vanijya Therige Karyalaya, Gandhinagar, Bangalore. Bids received after the specified time and date will be rejected.

The technical / prequalification bids will be opened on 28-03-2011, 4.00 pm in the presence of available bidders (no written intimation to this effect will be given to the individual bidders). The financial bids will be opened in the office of the Commissioner of Commercial Taxes, Karnataka, I Floor, Vanijya Therige Karyalaya, I Main Road, Gandhinagar, Bangalore in the presence of available bidders on the date and time to be specified at the time of the opening of the technical /prequalification bids (no written intimation to this effect will be given to individual bidders).



Addl. Commissioner of Commercial Taxes,
(Head Quarters)-II,
O/o Commissioner of Commercial Taxes,
Karnataka, Bangalore.



GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT (CTD)
BANGALORE

REQUEST FOR PROPOSAL (RFP)

for

Maintenance of CTD IT infrastructure in all its offices in the State
including check posts

Commissioner of Commercial Taxes
Vanijya Therige Karyalaya, Gandhinagar, Bangalore 560 009, Karnataka
Tel# 91 (80) 22262935, 22264495, Telefax# (80) 22263595
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Introduction:

1.1. Commercial Taxes Department (CTD), Government of Karnataka administers various tax levies falling under the State Jurisdiction such as Value Added Tax, Entertainment Tax, Luxuries Tax, etc., The department has about 140 locations spread all over the state including check posts at the state borders. Apart from the head office located in Bangalore at VTK-1 and 6 divisional offices, there are 7 more divisional office outside Bangalore. All these locations are networked. Networking service is procured from Reliance Communication.

1.2 The CTD IT infrastructure is continuously being upgraded. A major drive was taken up in 2003 as a part of preparation for VAT implementation. Another phase was initiated during 2007-08 to computerize check posts. Yet another major investment in IT infrastructure is under implementation. Hence, the CTD IT infrastructure comprises of components with varying age. CTD is also putting many of its service onto the online mode.

1.3 CTD being essentially a tax administering organization, is seeking technical assistance to run, maintain and upgrade its IT infrastructure. The contract envisaged is for procurement of services from a technically competent Contractor, to manage the following broad areas of operations with technically competent personnel deployed at various CTD locations to achieve the following two objectives.

- i. To effectively run and maintain the CTD IT infrastructure with minimum down time so as enable smooth running of the CTD business process; and
- ii. To advise, liaise with various IT vendors of CTD so as to optimize the utilization of CTD IT assets.

2. Deployment of Engineers & Technical Assistants.(TAs)

2.1 The contractor must provide Engineers and Technical Assistants (TAs) as detailed below:

Sl. No.	Location / Place	No. of Technical personnel required
1	At computer centre, VTK-I, Bangalore	3 Engineers
2	At computer centre, VTK-I, Bangalore	6 TAs
3	For Bangalore based Divisions.	8 TAs.
4	For JCCT Vig B'lore.	2 TAs
5	Mysore division offices: HQ : Mysore	4 TAs
6	Malnad division offices: HQ : Shimoga	4 TAs
7	Mangalore division offices : HQ : Mangalore	4 TAs
8	Dharwad division offices : HQ : Dharwad	4 TAs
9	Belgaum division offices : HQ : Belgaum	4 TAs
10	Davangere division offices : HQ : Davangere	4 TAs
11	Gulbarga division offices : HQ : Gulbarga	4 TAs
	Total	47

The locations are subject to change to suit the convenience of CTD business process & the deputed personnel will move accordingly if there is change in location. The assignment of 3 engineers and 16 TAs in Bangalore are subject to change within Bangalore.



2.2 Educational qualifications, experience:

2.2.1 All the technical Assistants (TAs) must be First Class Pass in IT. They must be proficient in Kannada & English with good communication skills. They must have at least 1 year working experience in IT related work.

2.2.2 One Engineer must be certified MCSE(systems analyst), one Engineer must be Certified OCA (Data Base Manager) and the third Engineer must be a certified CCNA. They should have at least 4 years experience working on similar technology. These 3 engineers will be located in VTK-1, computer centre and at least one of them must be available in person at the computer centre on all working days from 9 a.m. to 8.p.m..

2.2.3 The TAs will be located as shown above & will work under the administrative control of the Divisional heads and overall control of CTD Head office.

2.3 Deputation:

2.3.1. Before deputing the Engineers & TAs to CTD, the Contractor must furnish in writing, the proposed candidates to CTD. CTD will assess their suitability by holding an interview/test & inform the Contractor in writing the outcome. If found not suitable, the contractor will have to send alternate personnel, who will follow the same process. The contractor is at liberty to send a pool of proposed engineers & TAs from out of whom CTD can select suitable engineers & TAs respectively.

2.3.2. The contractor should strive to keep the deputed personnel in the Job for at least a year. When there is a change in personnel, the replacement for the personnel must be reported to CTD one month before the regular personnel leaves. This is to ensure smooth transition. The cost of the extra month wages shall be at the hands of the Contractor. The contractor shall also ensure that the procedure to depute new personnel, as described above is followed. Hence, the Contractor will need to plan well in advance any change in deputing an alternate personnel.

2.3.3. Contractor shall provide a cell phone to all its Engineers & TAs on which they should be available round the clock, including after office hours. A mechanism to register time of reporting a problem & resolving the problem & intimating the CTD must be put in place by the contractor in consultation with CTD.

2.3.4. Contractor shall at all times ensure that the deputed personnel are of good character & conduct and maintain integrity at all times. The contractor shall ensure that services are performed by its personnel with due diligence, using generally accepted industry standards and practices with suitable business and professional ethics and etiquette.

2.3.5. Contractor shall impart the necessary training to all its Engineers and technical assistants (TAs) selected to carry out the duties assigned to them as described above.

2.3.6. Depending upon the exigencies, CTD reserves the right to change the location/head quarters of any of the deputed personnel.



2.3.7. After a personnel has been deputed, CTD may seek a change of a personnel for unsatisfactory response to an issue or under performance. In such a situation, the contractor shall make available an alternate Engineer & TAs as the case may be within 15 days from the date of making a written communication. The procedure at 2.3.1 shall be followed.

2.3.8. If any of the technical personnel proceeds on short duration leave of maximum 3 days, he should do so only with the prior approval of CTD and contractor shall provide alternative personnel. Further, if any personnel of any CTD location were to proceed on long leave, contractor shall make immediate alternative arrangement and deploy to the location concerned, a stand-by technical personnel of equal qualification and experience with adequate training.

2.3.9. Contractor shall nominate one of the personnel based in Bangalore as team leader, who will coordinate with all the other personnel to carry out CTD instructions on state wide basis. In case where more than one TA is posted outside Bangalore, a team leader shall be nominated.

2.3.10. It may be necessary for CTD to call for a meeting of all Engineers and TAs to issue instructions, review progress or assess performance of IT related matters. All costs of Engineers and TAs for such meetings etc including Travel will be borne by the Contractor.

2.3.11. The Contractor shall maintain and update asset registers of CTD IT assets. The TAs will maintain office wise list of all CTD IT assets indicating serial number, age, validity of warranty/AMC etc falling within the jurisdiction of the TAs. The Contractor will design a uniform format in consultation with CTD. Take over and handover of CTD IT assets in each office shall also be made in consultation with the jurisdictional Administrative authority of CTD.

3. Purchase of Materials:

3.1. In order to run the CTD IT infrastructure there may be a need to purchase spare parts. Such purchase must be effected by the contractor after intimating the administrative jurisdictional authority for which the goods are required. Such purchases shall be restricted to IT infrastructure.

3.2. The contractor shall make a monthly bill of such purchases & seek reimbursement from the appropriate CTD authority. Sale bills in original shall be appended to the bill.

3.3. It is expected that all purchases be made from the empanelled vendors listed in G.O. CSE.30.ಎಮಾಆ. 2008. dated: 01.02.2010. In case of exigencies, the contractor 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.

4. Deputation of Engineers & TAs on Demand:

4.1. In addition to the deputation of the technical assistants listed at 2.1, if a situation so arises, CTD may seek additional Engineers/TAs. The contractor must depute the required number of additional Engineers /TAs within 15 days of CTD making a request. The process of deputation described in Sl. No 2.3.1 must be followed.

4.2. The wages for the above additional Engineers & TAs will be equivalent to what the Contractor is paying the Engineers or TAs during the time of calling for the additional Engineers/TAs. The contractor will need to specify the wages being paid to the Engineers /TAs with documentary proof of the wages being paid.

4.3 The additional Engineers/TAs may or may not be required for the entire balance of the period of contract. However, the requirement will be for one or multiple of a whole month and not for part of a month.



5. Activities, Roles & Responsibilities of Engineers & TAs

Some of the activities to be undertaken by the Engineers/TAs are listed below. The list is only illustrative.

- 5.1. Effective maintenance of computer systems and peripherals /UPS systems /Air Conditioners,/ CTD network including cleaning up of dust periodically in IT assets.
 - 5.2. Liaisoning with vendors, for warranty, AMC etc.
 - 5.3. Diagnosing & troubleshooting the network (SAN, LAN, WAN), hardware and software problems.
 - 5.4. Acting as intermediary between CTD & dealers for smooth transition from manual system to IT based systems
 - 5.5. Generation of MIS from the system for effective management by CTD administrators at all levels.
 - 5.6. Generation of monthly reports to the jurisdictional JCCT regarding the general health of the IT infrastructure.
 - 5.7. Advising CTD on preventive maintenance, if any, to be undertaken.
 - 5.8. Checking status of anti virus, malware etc on CTD IT infrastructure & taking appropriate action.
 - 5.9. Advising CTD in prevention & spread of virus on any other attack to ensure there is no break down of CTD IT infrastructure.
 - 5.10. Keeping a close vigil on the handling of IT infrastructure by CTD staff & reporting any mishandling or misuse.
 - 5.11. Reporting non compliance of instructions issued to CTD staff on use of IT infrastructure
 - 5.12. Facilitating communication in CTD on its VPN.
6. **Penalties.** 6.1. When a change in a deputed personnel is sought as described in 2.3.7, the CTD in addition may levy a penalty up to Rs.25,000 per personnel. The quantum of penalty will be based on the degree of underperformance of the personnel. The penalty will be levied after giving an opportunity to both, the contractor as well as the personnel to explain the circumstance of the under performance.
- 6.2. When a situation under 2.3.7 arises for the fourth time or more, an additional penalty up to Rs.15,000 will be leviable. This will be in addition to the penalty at 6.1 above.
- 6.3. When a commission or non commission of an activity of deputed personnel leads to delay in any CTD business process, the CTD may levy a penalty up to Rs.5000-00 each time. However, an opportunity to explain the circumstance of the commission or non commission will be provided by the CTD before levy of the penalty.

7. Eligibility Criteria :

Bidder's qualifications to perform the contract, if its offer is accepted, should be established by relevant documentary evidences by the bidder to the satisfaction of CTD. Bidders should meet the



following eligibility criteria. Technical or Financial bids which are not compliant with the said criteria will not be evaluated. The service provider –

(i) Should have been in the business of providing technical support of a similar nature for the past 3 years in Karnataka.

(ii) Service provider should have Head office in Bangalore.

(iii) Should have provided such service to at least 3 Government Departments or organizations or Public sector undertakings (Certified list of current clients to be given).

(iv) Should have executed a single order of similar nature, of value of at least 10 lakh rupees in the current financial year (2010-11).

(v) Should have registered a turnover of not less than 50 lakh rupees per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be accepted) for the last two financial years.

8. Submission of Bids :

8.1 Bidders satisfying the technical and commercial conditions specified in this Request For Proposal (RFP) and willing to provide services in conformity with the RFP may submit their technical and commercial bids in formats at Annexure-I & Annexure-II respectively. Both technical bid and commercial bid should be addressed to The Commissioner of Commercial Taxes, VTK-1, Gandhinagar, Bangalore-09 and should be submitted in two separate sealed covers superscribed as under:

“Technical bid for maintenance of CTD IT infrastructure in all its offices in the state including check posts”.

“Commercial bid for maintenance of CTD IT infrastructure in all its office in the state including check posts”.

8.2 The bidder should submit the bids (technical and financial bids) in accordance with the specified formats attached to this RFP along with all the relevant technical documents.

8.3 The tender document namely the RFP will be supplied to the service provider desiring to participate in this bid at a cost of Rs. 100/- (Rs. one hundred only), which is non-refundable, in the form of Demand Draft drawn in favour of “Commissioner of Commercial Taxes, Bangalore” payable at Bangalore. The bid should be accompanied by earnest money deposit (EMD) of Rs. 25,000/- (Rs Twenty five thousand only) by way of a demand draft shown in favour of CCT, Bangalore payable at Bangalore. EMD will be refunded to all the unsuccessful bidders on finalization of the award of the contract and to the successful bidder on entering into a contract with CTD for maintenance of CTD IT infrastructure in all its offices in the State including checkposts .

8.4 The sealed covers containing technical and commercial bids should be delivered to the Addl. Commissioner of Commercial Taxes(Head Quarters)-II O/o Comm. Of Comm. Taxes, Vanijya Therege Karyalaya-I, Gandhinagar, Bangalore 560 009 (Tel.No.080-22263979) on or before 28-03-2011, 3.00 pm (date/time). The technical bids will be opened at 04.00 pm the same day in the chambers of CCT, I Floor, VTK, Gandhinagar, Bangalore.

8.5 Any bid received by the CTD after the deadline fixed for submission of bids will be rejected. In the event of the last date specified for submission of bid being a public holiday, the bids will be received till 3-00 PM on the next working day. Extension of date and time for submission of bids will be at the discretion of CTD.

8.6 The cost incurred towards bidding and submission of tender documents is the responsibility of bidders, regardless of the conduct or outcome of the tendering process.

9. Bid Opening Process :

9.1 CTD will follow a two-stage bid opening process. They are:

(i) Technical bid opening and evaluation.

(ii) Commercial bid opening and evaluation

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9.2 The technical bids will be opened in the presence of available bidders or their authorised representatives who choose to be present at the time, date and venue mentioned in para 8.4 above. CTD will record the tender opening process in a separate register maintained for the purpose and signature of all the available bidders or the authorised representatives of the bidders will be obtained in the register and on the bid documents evidencing their attendance. The evaluation and short-listing of technically qualified bidders will be carried out within a time frame made known to them at the time of opening of technical bids based on the criteria set out in this RFP.

9.3 After evaluation of technical bids, the time, date and venue of opening of commercial bids will be informed to the technically qualified bidders individually either by email, fax or by letter. The commercial bids of technically short-listed bidders will be opened in their presence or of their authorised representatives who choose to be present at the time, date and venue informed to them. The evaluation of commercial bid will be based on the criteria set out in this RFP. Selection of the lowest quote bidder, namely, L1 bidder will be as in para 15 of this RFP.

10. Format and Signing of Bids :

The original Technical and Commercial bids should be typed (or computer printed) and duly signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The person or persons signing the bid should initial on all pages of the bid document.

11. Amendments to RFP terms and conditions :

CTD reserve the right to issue any amendments to this RFP document at any time prior to but before 5 days from the deadline fixed for submission of bids. Such amendments to RFP will be intimated to all the vendors who have been supplied with the RFP document. From the date of communication to the bidders concerned of amendments to the RFP document the amendments shall be deemed to form an integral part of this tender document i.e., RFP.

12. Other Contractual Obligations of the successful bidders ,namely, the service provider :

The following are the general terms and conditions proposed to be included in the Contract to be signed by the successful bidder and CTD. However, they are not conclusive as CTD reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary by CTD.

12.1 The successful bidder shall be responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and exercising all reasonable means to achieve the performance levels expected by CTD..

12.2 The successful bidder should work in close coordination with CTD staff, act within its own authority, and abide by directives issued by CTD that are consistent with the terms of the Contract.

12.3 The successful bidder should be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanors of any such personnel.

12.4 The successful bidder should appoint an experienced representative to manage its performance of the Contract. The representative should be authorized to accept orders and notices on behalf of the successful bidder, and to generate notices and commit the successful bidder to specific courses of action within the scope of the Contract. The representative may be replaced by the successful bidder only with the prior written consent of CTD. The successful bidder should be solely responsible for the performance of the contract to the satisfaction of CTD.

13. Prices and Taxes :

13.1 The quoted prices should be all inclusive of all taxes like sales tax, service tax, VAT, any other applicable duties and taxes and technical service charges, if any, for maintenance of CTD IT infrastructure.

13.2 Prices quoted by the bidder should remain fixed during the bidder's performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. Price should not be indicated at any place in the technical bid document. If it is found that the price is indicated in the technical bid, the entire bid will be summarily rejected.

14. Bid validity period :

Bids (both technical as well as commercial bid) should be valid for a period of 3 months from the last date fixed for submission of bids. Bids submitted with validity period less than 3 months will be treated as non-responsive and will be rejected.

15. Determination of L1 Bidder and Awarding of Contract :

15.1 On completion of evaluation process of commercial bids and based on any other clarification submitted by the bidder in response to CTD's query, if any, the contract will be awarded to the bidder, who has quoted the lowest price, namely L1 bidder.

15.2 As there will be no scope for negotiation on the price, the bidders in their own interest should quote the most competitive prices. CTD reserves the right to reject L1 bid if the same is found unreasonable or is not as per the technical requirement mentioned in this document and in such a case the next lowest bidder namely L2 will be considered. If for any reason, the Work order or purchase order(P.O) issued to the L1 bidder does not get executed or the L1 bidder backs out, CTD is at liberty to consider the next lowest bidder namely L2. Consequently, the defaulting L1 bidder will be blacklisted and debarred from participating in any of the future tender processes of CTD for a period of 2 years from the date of PO / work order.

16. CTD's Right to accept or reject any or all bids :

Notwithstanding anything contained in any of the clauses contained in this RFP, CTD reserves its right to accept or reject any or all the bids and to annul the whole bidding process at any time prior to awarding of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the reasons for the action by CTD.

17. Notification of award of contract :

The notification of award of contract in the form of a letter by CTD and acceptance thereof by the bidder within a period of three days from the date of its receipt will constitute the formation of the Contract.

18. Signing of contract agreement :

The successful bidder should enter into an agreement with CTD within ten working days of the receipt of award of contract incorporating all the terms and conditions contained in this RFP.

19. Contract period :

The period of contract shall initially be for one (1) year renewable on yearly basis thereafter for another 2 years at the discretion of CTD. There shall be no increase in the contracted price during the



said period of 1 + 2 years. CTD will have the option of terminating the contract during the currency of contract period by giving 3 months notice.

20. Assignment :

The successful bidder shall not assign, in whole or in part, its obligations to perform under this Contract to any other subcontractor or vendor, except with the prior written consent of CTD.

21. Use of contract documents and information :

The successful bidder and its employees will strictly undertake not to communicate or allow to be communicated to any person other than a person employed by the bidder in the performance of the contract or divulge in any way any information relating to the ideas, concepts, know-how, techniques, data, facts, figures and all information whatsoever concerning or relating to CTD and its affairs to which the said employees have access in the course of performance of the contract. Disclosure of any part of the aforementioned information or data to parties not directly involved in providing the services requested could result in pre-mature termination of the contract. CTD may, apart from blacklisting the successful bidder, initiate legal action against the successful bidder for breach of trust. The successful bidder should enter into a non-disclosure agreement (NDA) with CTD as per Annexure III

22. Termination for default :

CTD, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part:

- (i) If the bidder fails to depute the personnel as in para 2 above within the period specified in the Work Order (P.O) or within any extension thereof granted if any, by CTD.
- (ii) If the bidder fails to perform any other obligations(s) under the Contract, CTD may procure the same unrendered service from other service providers & charge all related expenses on this contractor. However, the bidder shall continue performance of the Contract to the extent not terminated.

23. Termination for insolvency :

CTD may at any time terminate the Contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to CTD.

24. Force majeure :

The successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by CTD in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

25. Payment terms :

25.1 Payment towards recurring cost for maintenance of CTD IT infrastructure. will be made in equal quarterly installments as follows:

- a) Request for payment shall be made by the successful bidder, namely, service provider by submitting invoices at the end of each quarter
- b) Payment will be made at the contracted rates on a quarterly basis, upon close of the quarter, within 15 days from the date of receipt of invoice.

c) Payment for the subsequent quarter will be made after deducting the penalty levied in terms of para 6 above.

26. Bank Guarantee :

26.1 ☐ The successful bidder should, at its own expense deposit with CTD, within 10 working days from the date of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Bank Guarantee (BG) from a nationalized bank payable on demand, for the due performance and fulfillment of the contract by the bidder.

26.2 ☐ The guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

26.3 ☐ This Bank Guarantee will be for an amount of 5% of the total cost of the contractor. All charges whatsoever such as premium; commission etc. with respect to obtaining the Bank Guarantee shall be borne by the bidder.

26.4 The bank guarantee shall be valid for the entire contract period, subject to the terms and conditions in the Bank Guarantee, at the end of the contract the BG will be returned to the service provider.

26.5 ☐ 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.

26.6 ☐ In the event of the bidder being unable to service the contract for whatever reason, CTD shall revoke the BG. 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.

26.7 ☐ CTD shall also be entitled to make recoveries from the bills of the bidder, BG or any other payment due, in case of any error/ omission on bidder's part.

27. 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,
(Head Quarters)-II,
O/o Commissioner of Commercial Taxes,
Karnataka, Bangalore.

ANNEXURE I

Technical/Prequalification Bid

1. This chapter contains the table of contents for the tender response. In order to facilitate evaluation and comparison of tender responses, bidders should submit their response in this format. Failure to do so may result in the tender being eliminated at the examination stage as unresponsive. Should the Bidder have additional information to submit that cannot be encompassed by the current table of contents, additional sections may be added at the end. Any use made of this option that is considered unwarranted by the Department, will be regarded unfavorably.

2. The bidder should enclose documentary evidence of the following along with the Technical Bid:

- (i) That the bidder has been in the business of providing technical support of a similar nature for the past 3 years in Karnataka.
- (ii) That the bidder has Head office in Bangalore.
- (iii) That the bidder has provided similar service to at least 3 Government Departments or organizations or Public sector undertakings (Certified list of current clients to be given).
- (iv) That the bidder has executed a single order of similar nature of value of at least 10 lakh rupees in the current financial year (2010-11).
- (v) That the bidder has registered a turnover of not less than 50 lakh rupees per financial year (Financial year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be accepted) for the last two financial years.

3. The bidder should provide the following details :

- (i)(a) If registered company, names of Chairman/President, Managing Director and all other directors alongwith telephone numbers/email ID.
- (b) If partnership firm names of all partners alongwith telephone numbers/email ID
- (c) If proprietor ship concern name of proprietor alongwith telephone number/email ID
- (ii) Financial Standing of the bidder (Audited financial accounts for past two years should be submitted)
- (iii) List of at least 3 clients specific to Government departments/Organisations or Public sector under takings to whom service of a similar nature is being provided. (Details of client address/client contract person/telephone number and email ID of client contact person to be furnished)
- (iv) Name/ address/ Telephone number/ e-mail ID /Designation of the Contact person of the bidder.

4. The bidder should also furnish the following :

- (i) Particulars of VAT Registration
- (ii) VAT Clearance Certificate
- (iii) PAN details under the Indian Income Tax Act, 1961
- (iv) Proof to show that head office is in Bangalore and that bidder has been operating in Karnataka for the last 3 years.

Signature of the authorised person

Name

Designation

Seal

Place :
Date :



ANNEXURE II

Financial bid

Name of the Organisation / Firm :

Address :

Telephone No.

Financial bid for providing Engineers & TAs for Maintenance of CTD IT infrastructure in all its offices in the State including check posts.

Sl.No.	Description	Charges (inclusive of all taxes and duties)
1	Charges for providing 3 Engineers & 44 Technical Assistants	Per year (*)
2	Charges for providing additional Technical Assistants	Per month / person

Note : 1) Amount quoted should be inclusive of all taxes and duties, if any

Signature of the authorised person

Name

Designation

Seal

Place :

Date :



NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at Bangalore on this the.....day of.....2011 between **Commercial Taxes Department**, having its Head Office on 1st Main Road, Gandhinagar, Bangalore-560 009, hereinafter called the “**CTD**” which term shall wherever the context so requires includes its successors and assigns

AND with its registered office at hereinafter called the “**Firm**” which term shall wherever the context so requires includes its successors and assigns, **WITNESSETH:**

WHEREAS CTD intends to procure services from a service provider for the maintenance of CTD IT infrastructure in all its offices in the State including check posts and has an exhaustive Information Systems Security Policy in place The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

The firm may use the information solely for and in connection with the purpose the information was conveyed.

1. Use of Confidential Information-

Each party agrees not to use the other’s confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

2. The firm shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.

3. Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, ther information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- i. Is already known to the receiving party (ie the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- ii. Is or becomes publicly known through no unauthorized act of the receiving party



- iii. Is rightfully received from a third party without restriction and without breach of this agreement iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof The obligations of the firm respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the firm, the Department shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same which are existing or thereafter may be obtained by the Department is either granted or implied by the conveying of confidential information.

6. Return of confidential information:

Upon written demand of the Department, the firm shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

7. Remedies:

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Department may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Department shall be entitled to injunctive relief hereunder.

8. Entire agreement-

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supercedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Indemnity-

The firm agrees to keep confidential all information concerning the Department that could be considered as "Confidential Information". The firm agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Firm would indemnify and keep the Department indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Department may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or



other related jobs entrusted and done by the firm. The firm agrees that the amount of compensation as decided by the Department will be final. The firm agrees that the above compensation payable is in addition to any other right or remedy available to the Department due to the breach of the covenants contained in this agreement including disclosure of confidential information.

10. Severability

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

11. Dispute resolution mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Bangalore.

12. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Bangalore.

13. Governing laws

The provisions of this agreement shall be governed by the laws of India In witness whereof the parties hereto have set their hands through their authorized



Signatories