



**GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT**

**OFFICE OF THE ADDITIONAL COMMISSIONER OF
COMMERCIAL TAXES (ENFORCEMENT), SOUTH ZONE,
Vanijya Therige Karyalaya -2, B-Block, Near NGV Housing Complex,
Rajendranagara, Koramangala, Bengaluru – 560 047**

No. Adcom/Enf/SZ/TA/OS/CR-01/2023-24

Date:03-11-2023

e-TENDER NOTIFICATION

FOR

Procurement of Technical Analysts

To

Commercial Taxes Department, Karnataka

Two envelope procedure through KPPP portal

Last date for submission of Tender: 22-11-2023

No. Adcom/Enf/SZ/TA/OS/CR-01/2023-24

GLOSSARY

Term	Definition
CTD	Commercial Taxes Department
TA	Technical Analysts
EMD	Earnest Money Deposit
GoK	Government of Karnataka
INR	Indian National Rupees
ISO	International Standard Organization
IT	Information Technology
LAN	Local Area Network
LOI	Letter of Intent
MIS	Management Information System
NDA	Non-Disclosure Agreement
O&M	Operation and Management
PBG	Performance Bank Guarantee
SD	Security Deposit
RFP	Request for Proposal
TDS	Tax Deduction at Source

The authority for Tender bidding is as under:

1)	Designation and address of the procuring entity	Office of The Additional Commissioner of Commercial Taxes (Enforcement), South Zone, Vanijya Therige Karyalaya -2, B-Block, Near NGV Housing Complex, Rajendranagara, Koramangala, Bengaluru – 560 047. Ph. No. 080-25704971, 080-25706210. Email: addlcctenfsz@gmail.com
2)	Designation and address of the Tender Inviting authority	Office of The Additional Commissioner of Commercial Taxes (Enforcement), South Zone, Vanijya Therige Karyalaya -2, B-Block, Near NGV Housing Complex, Rajendranagara, Koramangala, Bengaluru – 560 047. Ph. No. 080-25704971, 080-25706210. Email: addlcctenfsz@gmail.com
3)	Designation and address of the Tender accepting authority	Office of The Additional Commissioner of Commercial Taxes (Enforcement), South Zone, Vanijya Therige Karyalaya -2, B-Block, Near NGV Housing Complex, Rajendranagara, Koramangala, Bengaluru – 560 047. Ph. No. 080-25704971, 080-25706210. Email: addlcctenfsz@gmail.com

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1. LETTER OF INVITATION

Date: 03-11-2023

Dear Sir/Madam:

1. The Additional Commissioner of Commercial Taxes (Enforcement), South Zone, Bangalore invites competitive e-tenders from reputed Companies / Agencies / Service Providers, for providing 34 Nos of Technical Analysts to Office of the Additional Commissioner of Commercial Taxes (Enforcement), South Zone, Bengaluru on Outsourced basis for a period of ONE year.
2. As per the advertisements given in the e-procurement portal of Government of Karnataka (kppp.karnataka.gov.in) all interested parties, who fulfill the minimum eligibility criteria, are invited to respond to the Request for Proposal (RFP) document.
3. The company/agency/service provider will be selected under least quoted bid (L1) procedures described in this RFP.
4. Kindly respond to the RFP as per the directions and the formats provided in the RFP.

Yours sincerely,

Additional Commissioner of Commercial Taxes
(Enforcement), South Zone, Bangalore.
(Tender Inviting Authority)

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2. CRITICAL INFORMATION:

Complete sets of bidding documents prepared by CTD will be available for free download, by interested bidders, from the KPPP-Procurement portal of the Government of Karnataka.

Sl No.	Information	Details
1.	RFP Name	RFP for procurement of Technical Analysts to the Commercial Taxes Department, Karnataka
2.	RFP Reference No.	Please refer: http://kppp.karnataka.gov.in
3.	RFP release date	
4.	Last date for submission of written queries for clarifications	
5.	Date & Time of pre-bid meeting	
6.	Release of response to clarifications	
7.	Last date (deadline) for receipt of proposals in response to RFP notice	
8.	Place, Time and Date of opening of Technical proposals	
9.	Place, Time and Date of opening of Financial proposals	
10.	For Queries Contact	
11.	Submission Type	Online through e-Procurement Portal http://kppp.karnataka.gov.in
12.	Cost of Tender Document	Nil
13.	EMD	Rs. 3,00,000/-
14.	Bid Validity Period	90 days from the date of opening of proposals
15.	Deadline/ last date for furnishing performance security	Within 7 days of award of LOI
16.	PBG	5% of contract value
17.	Performance Security validity period	One Years and 3 Months from the date of award of the contract
18.	Deadline / Last date for signing contract	Within 7 working days of issue of award

Note: Dates are subject to change. Interested bidders to refer <http://kppp.karnataka.gov.in> portal.

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3. CALENDAR OF EVENTS:

i.	Last date and time of submission of queries	15-11-2023 at 17-30 hrs
ii.	Date and time of Pre-bid Meeting	17-11-2023 at 15-00 hrs
iii.	Last date for furnishing of response to queries	18-11-2023 at 17-00 hrs
iv.	Closing date for uploading the Bids	22-11-2023 at 17-00 hrs
v.	Opening of technical bids	24-11-2023 at 17-30 hrs
vi.	Opening of financial bids	29-11-2023 at 11-00 hrs

4. INTRODUCTION

The Commercial Taxes Department, Karnataka / Office of the Commissioner of Commercial Taxes (K) in Bengaluru oversees administration of the various Commercial Taxes enactments in Karnataka. To improve tax compliance and make tax administration effective with optimal use of Technical Analysis, the Commercial Taxes Department has adopted IT on a massive scale in its day-to-day functioning. MIS reports generated from the data gathered from returns and other periodical statements and documents furnished by taxpayers are analyzed for ensuring prompt recovery of revenue and detection of attempts of tax evasion. With the use of suitable modules progress of assessment of taxes, recovery of taxes due, disposal of appeals/revision against assessments made, etc., are monitored and data is analyzed to enable policy / administrative intervention wherever necessary.

5. LOCATION OF DEPLOYMENT AND PACKAGES

The details indicating the location and quantum of deployment of Technical Analysts is hereunder:

SL.NO	Division	TA Allotment	Address of Divisions
1	ADCOM(ENF)	34	ADCOM (Enf), South Zone, VTK-2, "B" - Block, 3rd Floor, Koramangala, Near NGV, Bangalore - 560 049
		34	

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6. EDUCATIONAL QUALIFICATION AND EXPERIENCE FOR TECHNICAL ANALYSTS

The deployed Technical Analysts should have the following qualification and experience.

- ❖ Degree in :
 - B.E with Computer knowledge from any recognized University in the Karnataka State.
 - B.Sc (Computer Science), M.Sc (Computer Science) from any recognized University in the Karnataka State.
 - MCA, BCA, M.Com from any recognized University in the Karnataka State.
- ❖ Candidates who have secured Minimum marks of 60% (overall) and above will be given preference.
- ❖ The candidates should be below 30 Years of age at the time of joining.
- ❖ Working knowledge of English and Kannada language is a must.
- ❖ Duration of deployment: ONE Year.

7. SCOPE OF WORK / JOB CHART for TECHNICAL ANALYSTS

The Job-Chart of Data Analysts includes the following:

- a) The Technical Analysts shall report to the Additional / Joint Commissioner of Commercial Taxes Department (Division Details here) or to the Officer-in-charge of the Jurisdictional Joint Commissioner of Commercial Taxes / Additional Commissioner of Commercial Taxes, where they are deployed.
- b) The Technical Analysts shall be available in their working places from 10.00 AM to 5.30 PM and in exigencies beyond the office hours at the instructions of the Commercial Taxes Department (Karnataka) Officer-in-charge or the Additional Commissioner of Commercial Taxes (Enforcement), South Zone, Bengaluru, where they are deployed.
- c) Discharge any task that may be assigned by the Commercial Taxes Department (Karnataka) Officer-in-charge.

8. OTHER CONDITIONS

a) SELECTION AND PLACEMENT OF TECHNICAL ANALYSTS

The successful bidder shall provide the Technical Analysts as and when requisitioned by the authorized officer in the Office of The Additional Commissioner of Commercial Taxes (Enforcement), South Zone, Bengaluru. The request may be through e-mail, telephonic or written. Failure to comply with the request will entail recovery of the cost of providing such services as worked out by the Additional Commissioner of Commercial Taxes

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(Enforcement), South Zone, Bengaluru. The successful bidder shall deploy Technical Analysts as and when ordered and within such time as may be decided by the Additional / Joint Commissioner of Commercial Taxes (K), Bengaluru /Authorized officer, failing which penalties would be levied as per the RFP conditions.

b) SELECTION PROCESS OF TECHNICAL ANALYSTS

Successful bidder shall finalize the Technical Analysts based on their compliance to the RFP requirement & competency of the Technical Analysts and submit the list to the CTD.

In case any Technical Analyst suggested by the bidder is not suitable for the CTD, then the bidder shall provide an alternative Technical Analyst within SEVEN days of time.

In case the bidder is not able to provide Technical Analysts for one or all positions, it shall lead to levy of penalties and can also lead to termination of the contract and forfeiting of the PBG of the successful bidder.

c) WORKING HOURS/DAYS

The above-mentioned Technical Analysts shall work as per the working hours of GoK or as per directions of CTD.

In case of emergencies/criticality, the Technical Analysts need to work for extended time and on holidays as per CTD requirement without any EXTRA payments.

d) DEDICATED ASSIGNMENT FOR TECHNICAL ANALYSTS

The Technical Analysts shall work exclusively on the assignment of CTD and shall not take up any other assignment/job irrespective of the fact that such assignment/job is performed during holidays or after Government of Karnataka working hours.

The Technical Analysts shall not misuse the Business Intelligence of the CTD; Software Applications; Documents; Computer Hardware and related equipments etc. of the CTD during or after the tenure of his / her assignment in CTD. He / she should not disclose the business intelligence or project information of the Department to others in whatsoever format

e) BACKGROUND VERIFICATION

Successful Bidder should verify the correctness of the information provided by the candidate during hiring. It involves various checks in which the employer will go through education records, past employer details, identity checks, resume checks and address checks including police verification etc.

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f) PAYMENT TO TECHNICAL ANALYSTS PLACED AT CTD

The Bidder shall make prompt salary payment to the Technical Analysts deployed with CTD by 7th of every month without fail along with all statutory deductions and payments thereof. The agency shall submit the details of payment made to the Technical Analysts along with the bank transaction details, documents of payment of statutory deductions like EPF, ESI etc. as per the Labour Act along with the invoices submitted to CTD.

Failing to make prompt salary payment or payments as per the Labour Act to the Technical Analysts and the concerned authorities will attract penalties as per RFP conditions.

If the bidder fails to submit the documents of the previous months for payment of salary and payment of deductions to the concerned authorities along with current month invoice, then the current month invoice will not be considered for payment.

g) LEAVE RULES

The following shall be the leave rules of the Technical Analysts placed by the vendor.

- The Technical Analyst can avail ONE day leave in a month.
- When the Technical Analysts plan to go on leave due to any exigencies, he/she shall do this with prior permission of concerned Reporting Officer and shall ensure that he/she is informed ordinarily at least ONE day in advance.
- The Technical Analysts should be available at the office of CTD on every working day of the CTD during the working hours (10.00 am to 5.30 pm).
- In certain circumstances, the Technical Analysts working hours may be modified with the consent of the concerned Officer-in-charge. The Technical Analysts working time should still average to a minimum of 8 hours per working day.
- Working hours and holidays for Technical Analysts are set forth in this RFP; the Technical Analysts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave.

h) UNAUTHORISED ABSENCE

Any leave / absence of Technical Analysts beyond FIVE days, will be deemed to be a removal of the Technical Analysts from the services of bidder.

i) PAYMENT PROCESS

The successful bidder will raise a monthly invoice along with the attendance certificates from CTD and payment details to the Technical Analysts based on the actual deployment of Technical Analysts to the CTD and actual days worked by the Technical Analysts accounting for authorized leave and deduction arising from unauthorized absence, non-performance penalty etc.

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CTD shall make monthly payment against the invoice within 15 days after deduction of penalties, if any. All payments to the successful Bidder shall be made by CTD upon submission of invoices along with supporting documents and approval of the same. In addition, Tax deduction at source (TDS) on all payments would also be made as per the provisions of Income Tax Act & GST Act.

j) PAYMENTS TO ANY STATUTORY BODIES

The successful bidder will submit proof of payments of applicable taxes to CTD along with invoices. The bidder shall make statutory deductions relating to Provident Fund, ESI or TDS from the Technical Analysts and the bidder shall give proof of such payments to CTD along with the Invoices.

k) PERIOD OF CONTRACT

The period of the contract is One year which may be extended for maximum of 12 Months on mutual acceptance with the same terms and conditions.

l) VARIATION IN NUMBER OF TECHNICAL ANALYSTS

CTD has the authority to reduce or increase the number of Technical Analysts based on the actual requirement of Technical Analysts. The successful bidder shall provide additional Technical Analysts, if required, as per the agreed rates.

m) PENALTIES

The agency shall deploy Technical Analysts as per the terms and conditions specified in the RFP, else the penalties as specified shall apply.

In case of repeated breach of performance, CTD serves the notice to the Agency to fix the service performances within 15 days of notice. Failing which, CTD reserves the right to cancel the Order & Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor.

CTD, is at liberty to exercise any or all of the options against the Vendor, in such circumstances.

9. TECHNICAL ANALYST DEPLOYMENT

All the Technical Analysts required by CTD as per this RFP shall be deployed by the agency within 30 days of signing the contract.

- a) The Technical Analyst is to be on the pay roll of the Agency on the date of deployment.
- b) The bidder should comply with all applicable laws including labor laws, Minimum Wages Act and adhere to industry standards. GST, PF and ESI will have to be paid to all the Technical Analysts as per prevailing laws.

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- c) The bidder should make salary and statutory payments promptly to all the Technical Analysts and submit evidence along with the invoice.
- d) The Technical Analyst shall meet the educational qualification & experience as prescribed in the RFP at the time of deployment to CTD.
- e) In case of failure to meet the standards of the CTD, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the Technical Analyst. In this matter, the decision of the CTD shall be final.
- f) The outgoing Technical Analyst should complete the knowledge transfer with the replaced Technical Analyst as per the satisfaction of the CTD. The bidding agency shall be allowed 15 days to replace the Technical Analyst.
- g) The payment for replaced Technical Analysts will be made as per the rates quoted/agreed in the contract.

10. SETTLEMENT OF DISPUTES

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

11. ELIGIBILITY CRITERIA FOR BIDDER

Sl. No	Specific Requirements	Supporting Evidence (To be uploaded in E-Procurement portal)
1	Bidder to have their office and business Establishment in City of Bangalore. The bidder must be a Company/LLP registered under Companies Act, 1956 or Companies Act, 2013; or LLP Act, 2008 respectively with existence in business with at least 10 years of experience as Pvt or LLP	1) Certificate of Incorporation; 2) GST Registration Certificate obtained in the State of Karnataka; 3) Certificate of Registration under Professions Tax Act, Karnataka 4) Copy of the PAN card of the bidder
2	The Organization should have an average annual turnover of at least Rs.20.00 Crores (Rupees Twenty Crores only) during each of last 5 financial years i.e., in FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.	Audited Balance Sheet; Profit & Loss Accounts Statements duly certified by Chartered Accountant.

RFP for procurement of Technical Analysts to Commercial Taxes Department, Karnataka

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Sl. No	Specific Requirements	Supporting Evidence (To be uploaded in E-Procurement portal)
3	The bidder should have following quality related certificates in force: a) ISO 9001:2015 (Quality Management System) b) ISO 20000-1:2018 (IT Service Management)	ISO Certificates as detailed
4	The Bidder should have filed GST Returns upto Date	Copy of the GST Returns filed in the GST Portal
5	The bidder should be in business of providing manpower services for last FIVE financial year and should have labour license for minimum 1000 employees for last FIVE financial year (i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) The Bidder should have compliance to all the existing laws / statutory bodies w.r.t providing manpower services	1) Registration Certificate of the establishment from Department of Labour, Govt. of Karnataka (Form-C) and having license for minimum 1000 employees in Form-C for last THREE Financial Years 2) Certificate of Registration under the Employees State Insurance Act (ESI) – Previous half yearly and yearly statements/returns submitted to ESI authorities for each employee for last THREE Financial Years 3) Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner – Previous statement for three years of yearly returns submitted to PF authorities for each employee
6	Out of the Rs.20 Crores Turnover, the bidder should have provided Skilled & Technical Manpower services and the turnover of such skilled & technical manpower services shall not be less than Rs.5.00 Crores (Rupees Five Crore only) per annum and should have rendered service to two or more State / Central Government Departments / Organisations / Undertakings / Corporations in preceding Three Financial Years (i.e. 2020-21, 2021-22 and 2022-23) for this activity and should have rendered services satisfactorily during that period.	Documentary Proof of Government work orders and Audited Balance Sheet; Profit & Loss Accounts Statements duly certified by Chartered Accountant statement.
7	The bidder Should have deployed a minimum 200 Nos of Skilled & Technical manpower during the past THREE years in previous FIVE years for two or more State / Central Government Departments / Organisations / Undertakings / Corporations. Services rendered should be satisfactory. The applicant / bidder shall submit running contract labour licence – under Rule 25(1) of the Contract Labour (Regulation and Abolition) Act, 1970	Documentary Proof of Government work orders

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Sl. No	Specific Requirements	Supporting Evidence (To be uploaded in E-Procurement portal)
8	The bidder should not have been Black listed by Govt. of Karnataka / Other State Govts / Central Government Departments / Organisations / Undertakings / Corporations.	Undertaking from the Authorized signatory. Refer Appendix 5
9	The bidder should not have filed for bankruptcy/insolvency during the last two years.	Undertaking from the Authorized signatory. Refer Appendix6
10	No sub-contracting or sub-lease is allowed	Undertaking from the Authorized signatory.
11	Board Resolution for the Authorized Signatory	Board resolution for authorisation.
12	EPF, ESI, GST, PAN, PT Registration Copies	Copies to be submitted
13	IT Returns Copies for the last 5 financial years (2017-18 to 2021-22)	Copies to be submitted
14	Brief writeup about the organization and its expertise	On the Letter-Head and signed / stamped by authorized signatory.

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

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

The response submitted by the bidder shall comprise the following documents:

- Authorisation for the signing authority as per the format enclosed - Appendix 1
- Completed format for Letter of Application - Appendix 2
- Completed format for General Information - Appendix 3
- Completed format for Financial Capability Evaluation - Appendix 4
- Completed format for Certification – Undertaking for not being blacklisted - Appendix 5
- Completed format for Certification - Undertaking on litigation(s)/bankruptcy - Appendix 6
- Experience in Technical Analysts Services & undertaking in Appendix 7
- All undertakings submitted by the Authorized Signatory shall be on a Stamp Paper of value not less than Rs.200

12. BREACH OF TERMS AND CONTRACT

The breach of terms and contract includes the following:

- ❖ Failure to deploy the required number of Technical Analysts within the prescribed time limit.

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- ❖ Failure to submit details and proof of Salary, PF, ESI, and other statutory remittances paid in respect of any of the Technical Analysts deployed by the agency at the prescribed rate within the prescribed time limit.
- ❖ Deduction from the net salary payable to the Technical Analysts deployed, of any amount not being any statutory levy or contribution and collection of any amount either directly or indirectly from the Technical Analysts deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.
- ❖ Failure to submit the relevant documents/registers pertaining to the Technical Analysts deployed under the contract for inspection either to the statutory authorities or to Commercial Taxes Department when such request is made.
- ❖ Deficiency in service, like not replacing the persons in place of absentees, persons whose work is unsatisfactory, persons suspected of carrying out fraudulent transactions etc. whenever such requests are made by the Department within SEVEN days.

Penal Provisions: 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 asking the agency to submit its explanation and the action the agency in proposing to take action 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 not exceeding Rs.50,000/-, but not less than Rs.25,000/-
- d) If the breach persists, the contract may be terminated and the agency may be blacklisted after forfeiting EMD/SD.
- e) This does not preclude the Department from recovering directly attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.

GENERAL TENDER CONDITIONS

- 1) Government of Karnataka (GOK) expects the bidders to provide professional, objective, and impartial advice and at all times hold the CTD interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired by the vendor for any assignment that would be in

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conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the CTD.

- 2) It is GOK's policy to require that the Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GoK and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.
- 3) Proposal for award will be rejected if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent activities in competing for this contract.
- 4) The Bidder will be declared ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract, if it is found anytime that the Bidder has engaged in corrupt or fraudulent practices in competing for, or executing, a GOK financed Contract.
- 5) The company should produce the affidavit on stamp paper in original stating that the company is not black listed by the Government of Karnataka / Central Government Departments / Organisations / Undertakings / Corporations indulging in corrupt or fraudulent practices or for indulging in unfair trade practices.
- 6) **CLARIFICATION ON RFP**
All enquiries / clarifications from the bidders, related to this RFP must be directed in writing or by email exclusively to the CTD. The preferred mode of delivering questions would be through email. Telephone calls will not be accepted.

Clarification sought should include a reference to the applicable section number in the RFP. CTD will provide written response. No request for clarification from any bidder shall be entertained after the last date for seeking clarifications, as specified in this RFP.

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7) **PRE-BID MEETING**

The CTD will host a Pre-Bid Meeting, tentatively scheduled to occur on the date as mentioned in this RFP. The purpose of the meeting is to provide bidders with information regarding the RFP and the requirements of the Project, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

8) **AMENDMENT OF RFP DOCUMENT**

At any time before the submission of Proposals, the CTD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by amendment. Any amendment shall be issued through publication of corrigendum in the e-Procurement portal. The CTD may at its discretion extend the deadline for the submission of Proposals.

9) **LIABILITY OF THE CTD IN PREPARATION & BID SUBMISSION**

The CTD is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the CTD.

10) **BID SECURITY**

Bidders shall pay EMD towards bid security as defined in the RFP along with their Pre-qualification cum Technical Bid.

Submitting the Bid without EMD payment will be liable for rejection without providing any opportunity to the bidder concerned.

The EMD is required to protect the CTD against the risk of Bidder's conduct, CTD reserves right to forfeit the EMD in case Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

The EMD of the successful bidder would returned after submission of **5% PBG** on the Contract Value and signing of Contract.

11) **LANGUAGE OF PROPOSAL**

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

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12) **PRICES**

The amounts payable to the TAs is hereunder at Table-1

Table-1:

Particulars for Data Analyst			Amount (Rs)
	A	Gross to Candidate	35,000
Less	B	PF Employee Contribution 12% on Gross	1,800
Less	C	ESI Employee Contribution 0.75% on Gross	-
Less	D	Professional Tax	200
	E	Net payable to Candidate [E=A-B-C-D]	33,000
Billing to Department			
	F	Gross to Candidate	35,000
Add	G	PF Employer Contribution 13% on Gross	1,950
Add	H	ESI Employer Contribution 3.25% on Gross	-
	I	Total to Candidate [I = F+G+H]	36,950
Add	J	Service Charge (in Rupees)	X X X X
	K	Total Amount [K = I + J]	X X X X X
Add	L	GST @ 18% of "K"	X X X X
	M	Total Billing / Candidate to CTD [M = K + L]	X X X X
	N	Total No of Candidates	ZZ
	P	Total Contract Value = Total Billing per Candidate to CTD x Total No of Candidates [P = M x N]	X X X X X X

- The GROSS AMOUNT to the Technical Analysts / Candidate is fixed at Rs.35,000=00 {Rupees Thirty Five Thousand Only}.
- Bidder shall quote the Service Charges {in Rupees}, Taxes (as applicable), Statutory Obligations (as applicable) along with the Total Charges for "**ZZ**" TAs for One year. This is the CONTRACT VALUE of the Tender {Indicated by Row "P" in Table-1}.
- In case of any changes to the rates of taxes, statutory obligations the CTD will make the payments as per the relevant laws.
- No changes to the quoted price shall be made on account of variation of costs of the Technical Analysts. The prices are fixed during the entire contract period.
- The quoted price shall be the only amount, payable by the CTD to the successful Bidder, subject to the terms of payment specified in the Contract.
- In case of supply of additional Technical Analysts, the same shall be supplied by the successful bidder at the rates specified in this contract.
- The prices, once offered, must remain unchanged and must not be subject to escalation for any reason whatsoever within the period of the project.

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BID EVALUATION

1) Overall Evaluation

The Bid evaluation process shall be a two-stage process:

- ❖ Pre-qualification cum Technical qualification Evaluation,
- ❖ Financial / Commercial Evaluation.

Following is the brief process of Bid evaluation:

- ❖ The bids that are qualified in the Pre-qualification cum technical criterion, shall become eligible for commercial evaluation.
- ❖ The bidder whose total Financial / Commercial offer as per price schedule in Table - 1 of Financial / Commercial bid is determined to be the lowest after evaluation, will be awarded the contract.
- ❖ CTD / GoK may negotiate with the bidder who was declared as L1 on Technical terms and/or Commercial terms and/or on quoted prices.
- ❖ However, CTD reserve the right to reject any or all the bids without assigning any reason, whatsoever.

Pre-Qualification cum Technical Evaluation:

- (a) The Bidder shall furnish the information and the formats prescribed in the RFP. The Bidder will be evaluated against the pre-qualification criteria given as stipulated in the RFP and any non-conforming bids will be rejected.
- (b) CTD will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

The Pre-qualification bid documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity, experience in executing similar projects and other Bidder attributes claimed there-in are consistent with the requirements of this RFP.

CTD may ask Bidder(s) for additional information, visit to Bidder's site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

During the evaluation of bids, CTD may at its discretion ask the bidder for a clarification of its bid. The request for clarification shall be in writing and no change in process or substance of the tender shall be sought.

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- (c) Any Bid submitted without proper authorization shall be treated as non-responsive.
- (d) A bid determined as not substantially responsive will be rejected by CTD and may not subsequently be made responsive by the bidder by correction of the non-conformity.

Financial / Commercial Evaluation:

Commercial bids of those Bidders who are technically qualified in the pre-qualification cum technical evaluation will only be opened. All other commercial bids will not be opened.

The financial evaluation shall be done based on the details submitted by the bidder as per the format.

The bidder who has quoted Minimum Amount will be L1. Negotiations with L1 to reduce the bid amount may be done by the CTD.

2) Correction of errors

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall be considered. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the original bid price shall be considered.

3) Disqualification of Bid

The bid is liable to be disqualified in the following cases:

- (a) The Bid not submitted in accordance with this document.
- (b) During validity of the bid, or its extended period, if any, the Bidder increases his quoted prices.
- (c) The Bidder qualifies the bid with his own conditions.
- (d) Bid received in incomplete form.
- (e) Bid received after due date and time.
- (f) Bid not accompanied by all requisite documents
- (g) Submission of Commercial Bid Value with the Pre-qualification cum Technical Bid

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4) Period of Validity of Bids

The bids shall be valid for a period 6 months, for any unforeseen delay in evaluation and award of contract to the successful Bidder, from the closing date for submission of the bid. A Bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

In exceptional circumstances, at its discretion, the CTD may solicit the Bidder's consent to an extension of the period of validity (not more than 12 months). The request and the responses thereto shall be made in writing or by fax or email.

5) Format and Signing of Bid

The Bidder must organize the bid in accordance with the format specified in the RFP.

All proposals must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

6) Content and Form of Responses

This Section aims to facilitate the bidders in preparation of a proper response in a uniform manner thereby helping in the evaluation process. Bidders shall submit their response as per the directions mentioned in this section. Failure in doing so may result in the bid being eliminated at the examination stage as unresponsive.

ANNEXURES

I. ANNEXURE-I: Format for Commercial Bid

SI No	Details	Total amount for "ZZ" TAs for 12 Months
1	Charges for providing the required Technical Analysts as per Scope of work and Table-1 of this document	

Note:

- 1) The lowest Amount will be considered as L1 bidder.
- 2) Total charges should include all Salaries, statutory deductions, statutory payments, taxes (18% GST), service charges etc.
- 3) All labour laws and statutory payments shall be complied.
- 4) The successful bidder shall make salary payments promptly on or before the 7th of every month to the Technical Analysts
- 5) CTD will issue PO for the successful bidder for the ONE year only.
- 6) In case of any bidder quotes below Market rate, the bid may be rejected.

II. ANNEXURE - II: Request for Clarifications

Bidders requiring specific points of clarification may communicate with CTD during the specified period using the following format.

Bidder's Request for Clarification			
Name of Organization submitting request		Name & position of person submitting request	Full address of the organization including phone, fax and email points of contact
			Address:-
			Tel:
			Fax:
			Email:
S. No	Bidding Document Reference(s) (section number/page)	Content of RFP requiring Clarification	Points of clarification required
1			
2			

Place:

Bidder's signature and seal.

Date:

Name of the Bidder:

Name of the Project:

III. ANNEXURE - III: Performance Bank Guarantee

FOR PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No

Dated

To,

1. Against contract vide Advance Acceptance of the Tender covering “Tender for” (hereinafter called the said 'contract') entered into between the Commissioner of Commercial Taxes , (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the bidder we _____ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of 5% of the contract value (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e., till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our

liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

WITNESS NO. 1

Authorized Bank Representative

(Signature)

Full name and official
Address

(Signature)

Full name, designation and
address (in legible letters) with Bank stamp

WITNESS NO. 2

Full name and official
Address (in legible letters)

Attorney as per power of (Signature)

Attorney No.....

Dated.....

II - APPENDICES

Appendix – 1: Format for Power of Attorney for Signing Proposal

(On a Stamp Paper of value not less than Rs. 200/-)

POWER OF ATTORNEY

Know all men by the represent, we _____(name and address of the registered office) do hereby constitute, appoint and authorize /Ms. _____(name and address of residence) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with, or incidental to our proposal for the Procurement of TAs for CTD, including signing and submission of all documents and providing information / responses to CTD , representing us in all matters before CTD, and generally dealing with Courts in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things lawfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

seal & stamp (Signature)

(Name, Title and Address)

Notes:

1. To be executed by the bidder duly supported by a Board Resolution
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Appendix – 2: Format for Letter of Application

[On the Letter Head of the Bidder]

Date:

To:
The Additional / Joint Commissioner of
Commercial Taxes
Address of the Division,
Bangalore – 560 0xx

Sub: Providing TAs

Sir/Madam,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for Tender of Procurement of TAs.

We are enclosing our Proposal, with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail and the application is valid for a period of 90 days from the due date of submission of application and unconditional.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title and Address of the

Bidder) Seal & stamp

Appendix – 3: Format for General Information

Particulars	Details
Basic information of Organization :	
1. Name of Bidder	
2. Address of the corporate headquarters	
3. Date of incorporation	
4. List of current directors	
5. GSTIN	
6. ROC Details	
7. Other key management persons	
8. Key contact person/s for this project along with designation and contacts details	
9. Nature of legal status in India	
10. Date of Commencement of Business	
11. Address of the Registered Office in India	
12. Any Other relevant information	

Note: - Kindly attach necessary supporting documents

Authorized Signatory

Signatory Name of Signatory:

Bidder Name:

Date

Place

Appendix - 4 – Format for Financial Capability

Financial Information	2019-20	2020-21	2021-22
Total Turnover (in INR Lakhs)			
Turnover Skilled & Technical Manpower services (in INR Lakhs)			
Net worth (in INR Lakhs)			

Note: Please attach relevant sections of the documentary proofs

Authorized Signatory

Signatory Name of Signatory:

Bidder Name:

Date

Place

Appendix – 5: Undertaking on Not Being Black-Listed

This is to certify that <<Bidder NAME >> is not blacklisted by the Government of Karnataka / Central Government / any other State / UT Government / Undertaking / Corporations or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the DD of Month YYYY

Authorized Signatory

Signatory Name of Signatory:

Bidder Name:

Date

Place

Appendix – 6: Undertaking on litigation(s)/bankruptcy

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

Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

Appendix- 7: Experience in providing Technical Analysts / Skilled & Technical Manpower Services

Sl. No.	Name of the Client, address and Phone No	Duration		Value of in Rs.	Brief Description	Current status	Supporting Docs at Page No in the bid
		Start Date	Completion Date				

Place:

Bidder's signature and seal.

Date:

Name of the Bidder:

Note: Provide sufficient evidence such as agreements, work completion certificates along with the letter from the client to support information provided in the above table.

-----END of RFP -----