

**GOVERNMENT OF KARNATAKA**

Commercial Taxes Department

Vaniyya Therige Karyalaya, Gandhinagar, Bangalore-560009.

Phone No. 22262935 Fax: 22263875

No. VAT/CR/28/2007-08

Dated: 14-07-2010

**TENDER NOTIFICATION**

Tenders are invited under two cover system, from authorized dealers/service providers in Annual Maintenance of UPS for the maintenance of 25 No's of Numeric Brand 3 KVA UPS systems located in the various offices of Commercial Taxes Department spread across the state as shown in Annexure-I.

Name of the product/commodity for which AMC is required	Model/Description	Quantity of the product
UPS	NUMERIC Brand 3KVA	25 Units

The prescribed tender form and the document showing 'terms and conditions' of this tender can be obtained from the Assistant Commissioner of Commercial Taxes (General) (Phone No. 22205239) in the above given address during office hours on all working days or downloaded from the website: <http://ctax.kar.nic.in>.

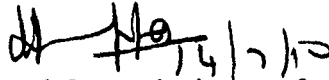
The first sealed cover should contain the particulars of (i) VAT registration, (ii) VAT clearance certificate, (iii) PAN details of Indian Income Tax Act, 1961, (iv) Letter or certificate for having been appointed as the authorized dealer/service provider in UPS and (v) Demand Draft for Rs. 10,000-00 towards EMD. This cover should be super scribed with the words "**Pre qualification bid for AMC for 25 Nos. Numeric Brand 3 KVA UPS systems of CTD**". The

second sealed cover should contain the financial bid in the prescribed form and should be super scribed with the words **“Financial bid for AMC for 25 Nos. Numeric Brand 3 KVA UPS systems of Commercial Tax Department”**. The sealed covers containing the “Pre qualification bid” and the “financial bid” should be enclosed in another sealed cover super scribed with the words **“Tender for AMC for 25 Nos. of Numeric Brand 3 KVA UPS systems of Commercial Tax Department”**, and should be addressed to the Commissioner of Commercial Taxes (Karnataka). The bids should be unconditional. Conditional bids will be summarily rejected. The financial bid covers of only those bidders who satisfy the prequalification requirements after evaluation of the prequalification bid will be opened.

The bidder should satisfy all the terms and conditions laid down in this behalf.

The last date / time for submission of tender is 31-07-2010 / 3 p.m. The sealed cover containing the ‘pre qualification bid’ and the ‘financial bid’ should be delivered to the Additional Commissioner of Commercial Taxes (Head Quarters)-II on the 3<sup>rd</sup> floor, VTK, Gandhinagar, Bangalore . Tenders received after 3 p.m. on 31-07-2010 will be rejected.

The pre qualification bids will be opened on 31-07-2010 at 4.00 PM in the presence of available bidders and the financial bids of those who qualify in the pre qualification bid will be opened on 02-08-2010 at 5.00 PM in the office of The Additional Commissioner of Commercial Taxes (Head Quarters-II), III floor, VTK, Gandhinagar , Bangalore. Written intimation to this effect will not be given to the individual bidder.



Additional Commissioner of Commercial  
Taxes, (Head Quarters-II), Bangalore.



**GOVERNMENT OF KARNATAKA**  
**COMMERCIAL TAXES DEPARTMENT (CTD)**  
**BANGALORE**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**MAINTANCE OF UPS SYSTEMS IN THE OFFICES OF  
CTD IN KARNATAKA**

**Commissioner of Commercial Taxes**  
**Vaniya Therige Bhavana, Gandhinagar, Bangalore – 9 KARNATAKA**  
**Tel# 91 (80) 222644955, 22205239, Telefax# 91 (80) 22263595**  
**e-mail: cto.karbng @ kar.nic.in**  
**website: <http://ctax.kar.nic.in>**

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## ABBREVIATION USED

CCT: Commissioner of Commercial Taxes

CTD: Commercial Taxes Department

JCCT: Joint Commissioner of Commercial Taxes

DCCT: Deputy Commissioner of Commercial Taxes

ACCT: Assistant Commissioner of Commercial Taxes

LVO: Local Vat Office

CTO: Commercial Tax Officer

VSO: Vat Sub Office

HQ: Head quarters (Vanijya Therige Karyalaya, I Main, Gandhinagar, Bangalore)

B.G: Bank Guarantee

VAT: Value Added Tax

TIN: Tax payers Identification Number

VTK: Vanijya Therige Karyalaya

OEM: Original equipment manufacturer

## **DISCLAIMER**

The information contained in this tender document or subsequently provided to bidder(s) whether verbally or in documentary form by or on behalf of the Commercial Taxes Department (CTD), is provided to the bidder(s) on terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the bidder(s) with information to assist the formulation of their proposals. This tender document does not purport to contain all the information that each bidder may require. This tender document may not be appropriate for all persons, and it is not possible for CTD to consider the investment objectives, financial situations and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own visit and analysis and should check the accuracy, reliability and completeness of the information contained in this tender document and wherever necessary, obtain independent advice from appropriate sources. CTD makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

CTD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained in this tender document.

## **1.SCOPE OF WORK:**

1.1 The scope of work required to be carried out by the bidder should cover and include AMC of the existing 25 numbers Numeric Brand 3 KVA UPS systems located in the offices of CTD as given in Annexure-I

1.2 The AMC should include supply free of charge all spares and materials needed for repair/ maintenance of the UPS systems at Annexure-I as a result of fair wear and tear during the AMC period.

## **2. REPONSIBILITIES OF THE BIDDER:**

The responsibilities of the bidder under the agreement include the following:

2.1 **Agreement:** The successful bidder should enter into an agreement with CTD within 10 days of receipt of the award of the contract based on the terms and conditions contained in this RFP document.

2.2 **Security Deposit:** The bidder should furnish to the CTD by way of performance security an amount equivalent to 5% of the bid value in the form of a Guarantee of any Nationalized Bank which shall remain in force for a month after the period of contract.

2.3 During the period of contract the successful bidder will be required to maintain repair/ replace the defective components within one working day, failing which the bidder will be liable to pay the penalty of Rs. 200/- per working day for next two days and Rs. 500/- per working day thereafter. The bank guarantee shall be encashed if the penalty so levied is not paid by the bidder for any quarter within one month of CTD raising the penalty order.

2.4 The bidder should comply with such directions as the CTD may issue from time to time for successful completion of the work as per the agreement entered into.

2.5 **Service Levels:** All the identified 25 (Twenty five ) nos. 'Numeric" brand 3 KVA capacity UPS systems installed in all identified locations of CTD offices across the State as in Annexure-I appended hereto are available to the Service Provider for repair, service and

maintenance. This enjoins the Service Provider to strictly adhere to the time and quality standards specified herein. The response time expected for rectification of problems in respect of UPS systems, its part or component or their replacement, along with the penalty in the event of failure of the Service Provider to rectify the problem or replace the component within the stipulated time, are indicated in clause 2.3 above.

2.6 Offices of CTD in which the said 3 KVA UPS systems are required to be maintained by the Service Provider are as shown in Annexure I appended hereto. Changes, if any, in the addresses of CTD office locations due to shifting of offices etc., during the currency of this AGREEMENT, should be intimated by CTD to the Service Provider as and when the event occurs.

2.7 Preventive maintenance (PM) visits for checking, servicing and maintenance of 3 KVA UPS systems and the DC back-up source (batteries) in all 25 (Twenty five) sites covering different offices of CTD as in Annexure-I shall be carried out by the service engineers of the Service Provider at each location of CTD office once in four (4) months.

2.8 The Service Provider shall attend to break-down calls whenever called by the user office during normal working hours, within the time period stipulated in clause 2.3 above.

2.9 The Service Provider shall repair the 3 KVA UPS systems or part/component thereof, as also overhauling the unit free of charge at its service centre if required as a result of fair wear and tear during the AMC period.

2.10 The Service Provider shall supply free of charge all spares and materials which are needed for the repair / maintenance of 3 KVA UPS system as a result of fair wear and tear during the AMC period excluding any missing or stolen parts in the UPS system .

2.11 Shifting of UPS system/s and accessories from one location to the other, requirement of extra accessories, if any, repair to or replacement of DC back-up source (batteries) shall not covered within the scope of this agreement.

2.12 CTD shall provide and maintain the necessary electrical installation to the 3 KVA UPS systems through its electrical contractor and the Service Provider shall not be responsible for any damage in relation thereto.

2.13 The Service Provider shall maintain a record of day-wise and month-wise calls attended by it with all relevant dates and timings. Month-wise extract of the same shall be sent to the Joint Commissioner (VAT-PC), 4<sup>th</sup> floor, VTK, Bangalore on or before 10<sup>th</sup> day of the succeeding month.

2.14 The Service Provider shall provide a list of names and addresses of all its service centres including the toll free number, if any, so also the names and mobile phone numbers of all its service engineers/authorized service agents across the State to CTD **within 5 days** from the date of signing of this AGREEMENT to enable CTD to furnish the same to all its user offices in which the 25 UPS systems are installed.

2.15 The Service Provider shall comply with such directions as the CTD may issue from time to time for the smooth execution of the terms of the AGREEMENT and above all in the furtherance of the overall objective of AMC.

2.16 The Service Provider shall plan to carry out preventive maintenance (PM) in such a manner as not to cause dislocation of the ongoing work at the CTD user office/s. In the extreme circumstance, if the shut down of the systems is absolutely necessary to carry out PM, CTD user office/s shall provide for the same based on the requirement of customer support engineer of the Service Provider.

2.17 The Service Provider shall ensure that all twenty five (25) number of 3 KVA UPS systems of CTD function optimally without any perceptible break in the services offered by CTD to the dealers. The basic responsibility of the Service Provider, therefore, is to minimize the system downtime to ensure smooth working of CTD.



2.18 The Service Provider shall send monthly reports of break down calls received and attended to the JCCT (VAT-PC), IV floor, VTK-I, Bangalore duly countersigned by the presiding officer of the user office concerned before the 10<sup>th</sup> day of the succeeding month.

### **3. RESPONSIBILITIES OF THE CTD:**

3.1 The Officers of CTD should allow free entry and access to the authorized personnel of the successful bidder to carry out the works (i.e. maintenance ) specified in this RFP during working hours.

### **4. GENERAL CONDITIONS OF THE TENDER:**

The following shall be the general conditions of the tender, which shall also govern the agreement to be entered into between the bidder and CTD, subsequent to the award of the contract.

- 4.1 The bidder should be either OEM or an authorized dealer of the original equipment manufacturer (OEM) of the, UPS systems notified in the related tender notification for maintenance of UPS Systems covered therein. Proof of the same should be submitted along with the tender document.
- 4.2 The bidder should be a registered dealer under the KVAT Act, 2003 or under the General Sales Tax Act of any state and proof of the same should be submitted along with the tender document.
- 4.3 The bidder should submit proof of Permanent Account Number (PAN) assigned by the Income Tax Department
- 4.4 The bidder should not sublet or assign or franchise the responsibility covered in this agreement to any other agency either in whole or in part.
- 4.5 The bidder should be solely responsible for all acts of omission and commission occasioned by his personnel in carrying out the terms of the agreement.
- 4.6 The CTD may terminate the agreement in the event of breach of any of the terms of the agreement or the tender by the bidder, with a prior notice of 15 days.
- 4.7 If, after the agreement has been entered into, it is proved that any of the information furnished by the bidder in the tender is false or that the bidder secured the contract through misrepresentation of facts in whatsoever manner, the agreement is liable to be terminated forthwith and **security deposit** (as in clause 2.2) shall be forfeited to the CTD. The decision of the CTD in this regard shall be final.

- 4.8 The terms and conditions of the agreement will be valid till its termination by the CTD.
- 4.9 Any amendments to the agreement should be by mutual written consent.
- 4.10 The decision of the CTD in the evaluation of the pre-qualification/technical bids and commercial bids shall be final.
- 4.11 The bidder or his authorized agent should have an office within the State of Karnataka operating for the past 5 years with its own service centres at Bangalore, Mysore, Mangalore, Belgaum, Hulbi, Bellary, Shimoga and Gulbarga for effective and efficient maintenance.
- 4.12 The bidder should have minimum 5 years experience in the field of providing AMC.
- 4.13 The tenderer should enclose all necessary documentary evidences in support of his qualification to the tender.
- 4.14 CTD reserves the right to make minor changes in the scope of work specified in para 1 above.
- 4.15 Changes if any in this RFP will be updated on the website from time to time, but not beyond 29-07-2010.
- 4.16 Decision of CTD will be final.

#### **4. TERMS OF PAYMENT:**

- 5.1 AMC Charges shall be paid once in 3 months within 15 days from the date of submission of the maintenance charges bill. For the purposes of this agreement, each 3 months period comprises of August '10 to October '10, November '10 to January '11, February '11 to April '11 and May '11 to July '11. The maintenance charges bill to be submitted by the Service Provider on completion of each 3 months period commencing from August 2010 and shall be accompanied by relevant certificates of preventive maintenance(PM), breakdown calls attested with evidences of maintenance/service etc. of the immediate preceding 3 months period obtained from the CTD user office concerned.
- 5.2 Statutory deduction of tax at source, as applicable, like works contract tax, income tax, service tax etc. shall be deducted from out of the total payments to be made to the Service Provider. CTD shall provide the Service Provider the relevant statutory

certificate of tax deduction at source (TDS). The Service Provider shall furnish its Permanent Account Number (PAN), Service Tax Registration No. and Tax Payer's Identification Number (TIN) for the said purposes to CTD.

5.3 Release of payment of maintenance charges for the last 3 months of the contract period covered in this AGREEMENT to the Service Provider is subject to production of certificate obtained from the respective CTD user office concerned to the JCCT (VAT-PC), O/o. the CCT (K), Bangalore to the effect that the Service Provider has handed over all the twenty five (25) units of 3 KVA UPS systems to CTD in good working condition at the end of the said contract period.

5.4 Individual item of 3 KVA UPS system may be added to or withdrawn from the list of systems of CTD as shown in Annexure-I to this RFP, depending on the exigencies. In the event that an individual item of 3 KVA UPS system is added, it may involve additional maintenance charges payable to the Service Provider as per the unit rate .

## **6. RESOLUTION OF DISPUTES & NOTICES:**

6.1 The bidder and the CTD shall make every effort to resolve through amicable negotiations, any disagreement or dispute arising under or in connection with the agreement.

6.2 If, within 30 days of commencement of such negotiations, the parties are unable to resolve the dispute amicably, it shall be competent for either party to take recourse to appropriate action under the Arbitration and Conciliation Act, 1996.

6.3 All arbitration proceedings shall be held at Bangalore.

6.4 Any notice to be given by one party to the other shall be sent by way of a letter or alternatively through telegram or fax and confirmed in writing.

6.5 A notice shall be effective from the date it is delivered at first through the means specified in sub-para 4 herein above.

## **7. SUBMISSION OF TENDERS:**

7.1 The bidder should enclose a demand draft for Rs. 10,000 (Rupees Ten thousand only) to the tender document as earnest money deposit (EMD), drawn on any scheduled bank favouring "Commissioner of Commercial Taxes (Karnataka), Bangalore" payable at Bangalore and enclose the same along with the Technical Bid document.

7.2 The EMD of the unsuccessful bidder will be returned only after finalization of the tender process.

7.3 The EMD of the successful bidder will be returned only after his submitting a bank guarantee as specified in clause 2.2 above.

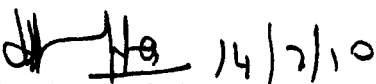
7.4 The financial bid covers of only those bidder who satisfy the pre-qualification requirements after evaluation of the pre qualification bid will be opened. The bidder should satisfy all the terms and conditions laid down in the REP in relation to maintenance of UPS Systems.

7.5 CTD reserves the right to reject all or any of the tenders.

7.6 The formats for the pre qualification/technical bid and commercial bid shall be as in Annexures II and III appended to this RFP. Conditional tenders will not be accepted. Tenders received beyond the date and time specified in the tender notification will be summarily rejected.


7.7 If there were to be any changes in the terms and conditions of the tender pursuant to the negotiations during the evaluation of the pre qualification/technical bids, which are likely to have an impact on the commercial bid, it shall be competent for CTD seek revised commercial bids in sealed covers **ONLY** from those tenderers whose technical bids have been cleared by CTD. While seeking such revised commercial bids, CTD shall give reasons justifying the need for such a course of action.

7.8 The decision of CTD in the evaluation of the pre qualification/technical and commercial bids shall be final.

  
Additional Commissioner of Commercial  
Taxes, (Head Quarter)-II, Bangalore.

**ANNEXURE-I****LOCATION OF 25 NOS. OF NUMERIC BRAND 3KVA UPS SYSTEMS IN CTD  
ACROSS THE STATE**

<b>Sl. No.</b>	<b>Location</b>	<b>No. of units</b>	<b>Officer (unit officer) responsible to ensure maintenance by the Service Provider.</b>
1	LVOs – 90 to 120 - M.M. TRUST, BANGALORE	3	ACCT of the respective LVO
2	LVO-150-LAXMI COMPLEX, BANGALORE	1	ACCT of LVO concerned
3	LVOs-050 & 140 - LIC BUILDING, BANGALORE	2	ACCT of the respective LVO
4	VSO-MADHUGIRI	1	CTO of VSO concerned.
5	VSO-CHINTAMANI	1	CTO of VSO concerned.
6	VSO-KGF	1	CTO of VSO concerned.
7	VSO-SANKESWAR	1	CTO of VSO concerned.
8	LVO-BAILHONGAL	1	ACCT of LVO concerned
9	VSO-MUDEBIHAL	1	CTO of VSO concerned.
10	LVO-BIJAPUR	1	ACCT of LVO concerned
11	LVO-CHITRDURGA	1	ACCT of LVO concerned
12	LVO-BELLARY	1	ACCT of LVO concerned
13	VSO-HAGARIBOMMANAHALLI	1	CTO of VSO concerned.
14	LVO-KOPPAL	1	ACCT of LVO concerned
15	VSO-SHAHAPUR	1	CTO of VSO concerned.
16	LVO-RAICHUR	1	ACCT of LVO concerned
17	VSO-SINDHANUR	1	CTO of VSO concerned.
18	BELGAUM- ENFORCEMENT - OFFICE	1	Gazetted Manager, O/o JCCT(ENF.), BELGAUM
19	KOLAR ENFORCEMENT-OFFICE	1	ACCT (ENF), Kolar
20	BIDAR ENFORCEMENT-OFFICE	1	ACCT (ENF), Bidar
21	CHALLAKERE ENFORCEMENT-OFFICE	1	ACCT (ENF), Challakere
22	BIJAPUR ENFORCEMENT-OFFICE	1	ACCT (ENF), Bijapur.
	<b>TOTAL</b>	<b>25</b>	

 14/2/10  
Additional Commissioner of Commercial  
Taxes, (Headquarters)-II, Bangalore.

## ANNEXURE II

### 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.
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) Name/ address/ Telephone number/ e-mail ID /Designation of the Contact person of the bidder.
4. The bidder should also furnish the following in the cover containing the Technical bid documents:
  - (i) Particulars of VAT Registration
  - (ii) VAT Clearance Certificate
  - (iii) PAN details under the Indian Income Tax Act, 1961
  - (iv) Letter or certificate for having been appointed as the authorized dealer/service provider in UPS
  - (v) Demand Draft for Rs. 10,000-00 towards EMD.

Signature of the authorised person

Name

Designation

Seal

Place :

Date :

### **ANNEXURE-III**

#### **FINANCIAL BID**

Tender submitted in response to tender notification no. VAT/CR/28/07-08 dated: 14-07-2010 published in the newspaper by Commercial Taxes Department in relation to AMC of UPS Systems.

1. Name and full address of the tenderer:
2. Financial bid (price quote):

No. of UPS Systems	AMC charge per unit / (in Rs. )	Net Value (in Rs. )	Tax / Service Tax (in Rs.)	Total Value (in Rs.)
1	2	3	4	5

#### **Declaration**

I \_\_\_\_\_, the tenderer, have read and understood the terms and conditions laid down by CTD in relation to this tender and I undertake to take up AMC of the above cited UPS systems as per the said terms and conditions.

Date:

Place:

Signature of the tenderer

(Note: 1) Conditional financial bid is liable for rejection.

2) The Price quoted should be valid for 4 months from the date of submission of the tender.