



GOVERNMENT OF KARNATAKA
Commercial Taxes Department

No.Adcom(Vig)/PA/PR-20/2010-11

Office of the Commissioner of Commercial Taxes
(Karnataka), Room No. 105, 1st floor, I Main Road
(Kalidas Marga), Gandhinagar, Bangalore,
dated: 26-08-2010.
Telephone no.22256764.

TENDER NOTIFICATION

Commercial Taxes Department (CTD) invites tenders from service providers (bidders) under two cover system for providing services of twenty (20) data entry operators (DEOs) for making data entry of cheques, returns etc and for attending to related official work as assigned from time to time by the Section Head / Presiding Officer of different sections/ offices of the Commissioner of Commercial Taxes (CCT) located in Bangalore.

2. The prescribed tender forms and the request for proposal (RFP) showing terms and conditions and other relevant details can be obtained from this office at the above given address or down load from website: <http://ctax.kar.nic.in/> The bidder should satisfy all the terms and conditions laid down in the RFP in relation to providing the services of DEOs to this office.
3. The first cover, being the 'technical bid' should contain :
 - (a) Technical details as in the prescribed format namely annexure-I appended to the RFP ;
 - (b) PAN details under the Indian Income Tax Act, 1961 ; and
 - (c) Proof to show that the bidder has its Head Office in Karnataka and has been operating for the last 3 years in the State of Karnataka in providing data entry services to different Users/ Organizations/ Govt. departments etc. through DEOs and should be superscribed with the words "Technical bid for providing the services of DEOs to CCT for its offices located at Bangalore."
4. The second sealed cover should contain the financial bid in the prescribed format namely annexure-II appended to the RFP and should be superscribed with the words "Financial bid for providing the services of DEOs to CCT for its offices located at Bangalore."
5. The sealed covers containing both the 'technical bid' and the 'financial bid' should be put in another sealed cover superscribed with the words "Tender for providing Data Entry Operators", addressed to the Additional Commissioner of Commercial Taxes (Vigilance), Bangalore and be delivered at the above given address.
6. The bids should be unconditional. The last date for submission of tender is **09.9.2010 (3.00 p.m)**. Bids received after the specified time and date will be rejected. Conditional bids will be summarily rejected. The financial bid covers of only those bidders who satisfy all the technical requirements upon evaluation of the technical bid will be opened.
7. The technical bids will be opened around **4.00 p.m. on 09-9-2010** in the presence of available bidders (no written intimation to this effect will be given to the individual bidders) in the above given address. The financial bids will be opened in the presence of available bidders on the date and time to be specified at the time of opening the technical bids (no written intimation to this effect will be given to individual bidders).


(J.RAMALINGEGOWDA)

Additional Commissioner of Commercial Taxes
(Vigilance), Bangalore.



GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT (CTD)
BANGALORE

REQUEST FOR PROPOSAL (RFP)

for

providing data entry operators (DEOs)
to the office of the
Commissioner of Commercial Taxes (CCT)in Bangalore

Office of the Commissioner of Commercial Taxes (Karnataka),
Room No.105, 1st floor, Vanijya Therige Karyalaya,
Gandhinagar, Bangalore 560 009, Karnataka.
Tel : (080) 22256764
e-mail: ramualkere@gmail.com
website: <http://ctax.kar.nic.in>

1. 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, Luxury 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 offices outside Bangalore. All these locations are networked.

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. CTD is also putting many of its services onto the online mode.

1.3 CTD being essentially a tax administering organization, is seeking assistance for data entry on day-to-day basis to upgrade its data. The contract envisaged is for procurement of services of data entry effectively operators (DEOs) from a competent service provider (SP) to manage data entry to achieve the objectives of constant update of errorfree data by entering the same effectively without waste of time and extraction of the entered data whenever required so as to enable smooth running of the CTD business processes.

2. Providing Data Entry Operators:

2.1 The SP must provide 20 DEOs to be deployed in different sections / offices located in Bangalore and coming under the control of Commissioner of Commercial Taxes (CCT), Bangalore. The locations are subject to change to suit the convenience of CTD's business processes and the deputed personnel will move accordingly if there is a change in location for administrative convenience and exigencies and thus the locational assignments of the said 20 DEOs in Bangalore are subject to change depending upon the exigencies. The total number of DEOs required to be deployed may also vary depending upon the exigencies.

2.2 Educational qualifications, experience of the DEOs:

2.2.1 The DEOs being provided to CTD must have passed SSLC, Kannada typewriting (Senior) examination and a certificate course of six months' basic training in computers (both Kannada and English) from an institution duly recognized by the Government of India / Government of Karnataka and must be proficient in Kannada and English language with minimum working knowledge of Govt. offices and good communication skills.

2.2.2 The DEOs will work under the administrative control of the CCT and its assigned officers in Bangalore depending on their assigned postings, but they will be under the overall control of CCT, Bangalore.

3 Deployment:

3.1. Before deployment the DEOs to CCT's office, the SP must furnish the names, full residential addresses and required educational qualification details alongwith duly attested certificates etc., wherever necessary, in writing of the proposed candidates to CCT's office. CCT's office will assess their suitability by holding an interview/test (both practical and written) and inform the SP in writing of its outcome. If any of the candidates is found not suitable, the SP will send alternate personnel, who will also undergo the same process. The SP is at liberty to send a list of proposed DEOs than the required number, from which CCT's office can select DEOs suitable to the job.

3.2. The SP should strive to keep the DEO deployed in the job at least for a minimum period of six months at a stretch. When the change of DEO is inevitable the replacement must be reported to CCT's offices one month before the incumbent personnel leaves to ensure smooth transition. The cost of such exercise of leaving of any DEO and replacement with a new DEO shall be borne by the SP. The SP shall follow the procedure as at clause 3.1 while deputing a new personnel, which means the SP needs to plan well in advance for deputing an alternative DEO.

3.3. SP shall ensure that the deputed personnel are of good character and conduct and maintain integrity at all times and he shall also ensure that services are performed by its personnel with due diligence, using generally accepted standards and practices with suitable business and professional ethics and etiquette.

3.4. SP shall impart necessary basic job requirement training to all DEOs selected to carry out the duties assigned to them as in clause 4 below.

3.5. After personnel has been deputed, CCT's office may seek change of any personnel for unsatisfactory response to an issue or for underperformance. In such circumstances, the SP shall withdraw the said personnel and make available alternate personnel within one month from the date of making a written communication by CCT's office after following the due procedure laid down in clause 3.1 above.

3.6. If any of the personnel proceeds on short duration leave of not more than 3 days, he should do so only with the prior approval of the presiding officer of the section / office under whom he works and SP shall provide alternative personnel. Further, if any personnel of any location of CCT's office were to proceed on long leave, SP shall make immediate alternative arrangement and deploy to the location concerned, a stand-by personnel of equal qualification and experience with adequate job training, before the incumbent personnel proceeds on such leave.

4. Activities, Roles and Responsibilities of DEOs

Important activities to be undertaken by the DEOs are listed below which is only illustrative and not exhaustive:-

- 4.1. Effective and speedy entry of the error free data.
- 4.2. Generation of required information from the system for effective management by CTD administrators at all levels.
- 4.3. Assisting CTD in retrieving of information in the required format from the system out of the data so entered.
- 4.4. To carry out any other official work as and when the situation demands and as assigned by the presiding officer of the section/ office in which he/she is working.

5. Penalties:

5.1. In addition to seeking change of a deputed personnel for the reasons described in 3.5, the CCT's office may levy a penalty upto Rs.10,000 per personnel per instance of underperformance. The quantum of penalty would be commensurate with the degree of underperformance of the personnel concerned which will be levied after providing an opportunity of being heard to both the SP as well as the personnel concerned to explain the circumstance of the underperformance, unsatisfactory response and complaints of similar nature.

5.2. When a commission or non-commission of an activity of the personnel deployed leads to delay in any CTD business process, the CCT's office reserves the right to levy a penalty upto Rs.5000-00 for each instance of commission or non commission per personnel after providing an opportunity of being heard to both the personnel concerned and the SP.

5.3. If the circumstances of levying penalty as in clause 3.5 recurs for the third time, an additional penalty upto Rs.8,000 will be levied per personnel, in addition to the penalty leviable at clause 5.1 above.

6. Eligibility Criteria :

Bidder's qualifications to perform the contract, if its offer is accepted, should be established by relevant documentary evidences by the bidder namely service provider (SP) to the satisfaction of CTD. Bidders should meet the following eligibility criteria, namely he:-

- (i) should have been in the business of providing DEOs of the nature detailed in clause 4 above for the past 3 years in Karnataka.
- (ii) should have his Head Office in Bangalore (Karnataka).
- (iii) should have provided such services to atleast 3 Government Departments or organizations or Public sector undertakings (Certified list of current clients shall be given).
- (iv) should have executed atleast one order of similar nature during 2009-10 which is continuing and or during 2010-11.

Technical or Financial bids which are not compliant with the above said criteria will not be evaluated.

7. Submission of Bids :

7.1 Bidders satisfying the terms and conditions specified in this request for proposal (RFP) and willing to provide services in conformity with the RFP may submit their technical and financial bids in formats at annexure-I and annexure-II respectively. Both technical bid and commercial bid should be addressed and delivered to The Additional Commissioner of Commercial Taxes (Vigilance), 1st floor, Vanijya Therige Karyalaya, Gandhinagar, Bangalore-09 as prescribed in clauses 3, 4 and 5 of the tender notification dated: 26.8.2010.

7.2 The bidder should submit the bids (technical and financial bids) strictly in accordance with the specified formats attached to this RFP along with all the relevant documentary evidences / proofs in support thereof.

7.3. The intending bidder may collect tender documents from this office during office hours on all working days free of cost or may download it from the departmental website: <http://ctax.kar.nic.in>.

7.4 The sealed covers containing technical and financial bids should be delivered to the Additional Commissioner of Commercial Taxes (Vigilance), Room no.105, 1st floor, Vanijya Therege Karyalaya-I, Gandhinagar, Bangalore 560 009 on or before **09.9.2010 (03.00 p.m)** following the procedure as in clauses 3, 4 and 5 of the tender notification dt.26.8.2010. The technical bids will be opened at **4.00 p.m. the same day** in the conference hall on 2nd floor, VTK-I, Gandhinagar, Bangalore as in clause 7 of the tender notification dt.26.8.2010 and the date and time of opening of the financial bids will also be informed to them the same day.

7.5 Any bid received 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 on the next working day till 3.00 p.m. Extension of date and time for submission of bids will be at the sole discretion of this office.

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

8. Bid Opening Process :

8.1 This office will follow a two-stage bid opening process namely:

- (i) Technical bid opening and evaluation; and
- (ii) Financial bid opening and evaluation.

8.2 The technical bids will be opened in the presence of available bidders or their authorized representatives who choose to be present at the time, date and venue mentioned in para 6.4 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 authorized 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.

8.3 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 short-listed bidders will be opened in their presence or of their authorized 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 shall be as in para 14 of this RFP.

9. 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.

10. 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 3 days from the deadline fixed for submission of bids. Such amendments, if any, to RFP will be hosted on the departmental website and no intimation thereof will be given to individual bidders, which shall be deemed to form an integral part of this tender document i.e., RFP.

11. Other Contractual Obligations of the successful bidder/s ,namely, the service provider(SP) :

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.

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

11.2 The successful bidder and his DEOs should work in close coordination with CTD staff and abide by directives issued by CTD that are consistent with the terms of the Contract.

11.3 The successful bidder should be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors of any such personnel.

11.4 The successful bidder should appoint one of its experienced representative as the manager to manage 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.

12. Prices and Taxes :

12.1 The price quoted should be inclusive of all applicable duties, taxes and technical service charges, if any, for providing services of DEOs and should be rounded off to the nearest 10 rupees and should be recorded both in words and figures. If there is variation between words and figures of the quoted price, the value recorded in words shall prevail and therefore the bidder should exercise due care while submitting financial bid in annexure-II to this RFP.

12.2 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, both the technical and financial bids of such bidder will be summarily rejected, without assigning any reason whatsoever.

12.3 CTD reserves the right to place request with the SP for providing services of additional DEO/s required, if any, at any time during the performance of this contract and the SP shall provide the services of DEO/s at the same cost as in the financial bid (annexure-II) to this RFP, which will form part of the agreement to be entered into between SP and CTD, upon bid finalization.

13. Bid validity period :

Bids (both technical as well as commercial bid) should be valid for a period of 4 months from the last date fixed for submission of bids. Bids submitted with validity period less than 4 months will be treated as non-responsive and will be rejected.

14. Determination of L1 bidder and awarding of contract :

14.1 On completion of the evaluation process of financial 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.

14.2 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 grossly underquoted, given the job requirement of DEOs 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 found otherwise suitable. 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.

15. 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.

16. 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.

17. 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.

18. Contract period :

Initially the period of contract shall be for six (6) months from the date of execution of the contract agreement, renewable on half yearly basis thereafter for a further period of six (6) months at a time at the discretion of CTD. There shall be no increase in the contracted price during the currency of the contract period. CTD will have the option of terminating the contract during the currency of the contract period with 45 days' prior notice to the SP.

19. 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.

20. 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.

21. 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 and charge all related expenses on the SP. However, the bidder shall continue performance of the Contract to the extent not terminated.

22. 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.

23. 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 in terms of the contract agreement.

24. Payment terms :

24.1. Request for payment shall be made by the the service provider to the Assistant Commissioner of Commercial Taxes (Logistics), o/o the CCT(K), 2nd floor, VTK-I, Gandhinagar, Bangalore by submitting service charges invoices of each month on or before the 10th day of the next month.

24.2. Payment will be made at the contracted rates within 15 days from the date of receipt of the service charges invoice from the SP.

24.3. The SP shall submit the service charges invoice of each month along with the duly attested attendance certificate/s of all DEOs issued by the section head/ presiding officer to the DEO/s concerned under whom he/she work/s in the CCT/s office.

25. Resolution of disputes:

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

Encl: Annexure-I, II and III.



(J.RAMALINGEGOWDA)
Additional Commissioner of Commercial Taxes
(Vigilance), Bangalore.

ANNEXURE I

Technical 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. To furnish documentary evidence in respect of the following along with the technical bid:

- (i) That the bidder has been in the business of providing services of DEOs of similar nature for the past 3 years in Karnataka to different organisations / Govt. departments etc.
- (ii) That the bidder has its Head Office in Bangalore (Karnataka).
- (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 along with no. of DEOs provided to each organization shall be given).
- (iv) That the bidder has executed at least one order of similar nature during 2009-10 which is continuing or in the current financial year (2010-11).

3. Additional details :

- (i) (a) If a registered company, names of Chairman/President, Managing Director and all other directors alongwith telephone numbers/ email ID.
- (b) If a partnership firm, names of all partners alongwith telephone numbers/email ID, with identification of the Managing Partner.
- (c) If a 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 atleast 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 following information along with attested documentary evidences in support thereof:-

- (i) PAN details under the Indian Income Tax Act, 1961
- (ii) Proof to show that its head office is in Bangalore (Karnataka) and that has been operating in Karnataka for the last 3 years.

Signature of the authorised person

Name :

Designation:

Place :

Date :

Seal

ANNEXURE II**Financial bid**

Name of the Organisation / Firm :

Full address :

Fax no./ e-mail ID :

Name and telephone no. (both land line and mobile) of the contact person in the organization /firm:-

Financial bid for providing 20 DEOs to CCT's office in Bangalore.

Sl. No.	Description	Amount in Rupees (inclusive of all taxes and duties)
1	Charges for providing the services of one DEO per month.	
2	Charges for providing the services of 20 DEOs per month.	

Note : Amount quoted should be both in words and figures and should be inclusive of all taxes and duties, if any, as applicable and be rounded off to the nearest ten rupee.

Place :

Date :

Signature of the authorised person :

Name :

Designation :

Seal :

ANNEXURE III

NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at Bangalore on this the.....day of.....2010 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 of data entry operators from a service provider for data entry in its offices in Bangalore 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, their 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.

4. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or knowhow 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Jurisdiction

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

14. 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

- The end -