



GOVERNMENT OF KARNATAKA
COMMERCIAL TAXES DEPARTMENT

Office of the Commissioner of Commercial Taxes
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Tender No. CCW/CR-06/2014-15(Vol III)

Dated 6th September, 2018

e-Tender Notification
for

**Maintenance of CTD IT infrastructure in all its offices in the
State**

Following will be the schedule for Tender process:

1)	Tender Procurement Entity	The Commissioner of Commercial Taxes, Vanijya Therige Karyalaya-1, 1st Floor, Gandhinagar, Bengaluru – 560 009. Ph. No. 080-2262935 Fax. 080-22263595
2)	Tender Inviting Authority	The Additional Commissioner of Commercial Taxes (e-Governance), Vanijya Therige Karyalaya-1, 4 th Floor, Gandhinagar, Bengaluru – 560 009. Ph. No. 080—22342680 Fax. 080-22342643
3)	Tender accepting Authority	The Commissioner of Commercial Taxes, Vanijya Therige Karyalaya-1, 1st Floor, Gandhinagar, Bengaluru – 560 009. Ph. No. 080-2262935 Fax. 080-22263595

Sl.No	Event Description	Date
1	Last date for receiving queries	10-09-2018 17.00 hrs
2	Date of pre-bid meeting	11-09-2018 15.00 hrs
3	Last date for issue of reply to queries	14-09-2018 17.00 hrs
4	Last date of submission of bid	05-10-2018 17.00 hrs
5	Opening of Technical Bids	06-10-2018 17.30 hrs
6	Opening of Financial Bids of the technically eligible Agencies	09-10-2018 11.00 hrs

Table of Contents

Glossary	3
1. <i>Introduction</i>	4
2. <i>Scope of Work</i>	5
3. <i>Resource Engagement Details</i>	7
4. <i>Qualification and Skill Requirements</i>	9
5. <i>Bidding details</i>	15
The Bidder should possess ISO	23
Certification ISO:9001:2015	23
6. <i>Service Level Agreement (SLA)</i>	27
<i>General Terms and Conditions</i>	29
Appendix-1 – Covering Letter	37
Appendix-2 – Turnover Details	39
Appendix-3 – Undertaking on Office Premises	40
Appendix-4 – Undertaking on Service Level Compliance	41
Appendix-5 – Details of the Bidder	42
Appendix-6 – Bidder’s Experience	44
Appendix-7 – Undertaking on being not blacklisted.....	45
Appendix-8- Financial Bid	46
Appendix-9 – Format for Declaration of Acceptance of Terms and Conditions in e-Tender Notification	47
Appendix – 10 – Format for Undertaking on litigation(s)	48
Appendix-11 – Format of Performance Bank Guarantee.....	49

Glossary

CTD	Commercial Taxes Department
GoK	Government of Karnataka
EMD	Ernest Money Deposit
PBG	Performance Bank Guarantee
PO	Purchase order
LOI	Letter of Intent
SA	System Administrator
DBA	Database Administrator
SLA	Service Level Agreement

1. Introduction

Introduction:

1.1 Commercial Taxes Department (CTD), Government of Karnataka administers Goods and Services Tax, Sales Tax on Petroleum Products (like Petroleum Crude, Motor Spirit(Petrol), High Speed Diesel, Aviation Turbine Fuel, Natural Gas) and Profession Tax falling under the State Jurisdiction. The department has about 125 locations spread across State. There are seven Divisional Goods and services Tax Offices in places other than Bengaluru and seven Divisions in Bengaluru in additions to the head office located in Bengaluru at Vanijya Therige Karyalaya, 1st Main Road, Gandhinagar, Bengaluru.

1.2 The processes under Goods and Services Tax is completely online. CTD IT infrastructure is continuously being upgraded as required by the tax administration.

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

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

2. *Scope of Work*

a) Effective maintenance of computer systems and peripherals /UPS systems / CTD network including cleaning up of dust periodically in IT assets.

b) Applying IT Security by installing Web Site Filtering Software for blocking of unwanted websites.

c) Liaisoning with vendors, for warranty, AMC, etc.

d) Diagnosing and troubleshooting the network (SAN, LAN, WAN), hardware and software problems. Checking status of antivirus, malware, etc on CTD IT infrastructure and taking appropriate action.

e) Advising CTD in prevention and spread of virus or any other attack to ensure there is no breakdown of CTD IT infrastructure.

f) Keeping a close vigil on the handling of IT infrastructure by CTD staff and reporting any mishandling or misuse.

g) Reporting non-compliance any instructions issued to CTD staff on use of IT infrastructure.

h) Assisting CTD officers /officials in getting prints, scanning etc. The System Administrator(SA) of the successful bidder shall make random checks of systems and ensure that unnecessary:

i. Programmes are deleted from the systems for best utilization of the systems.

ii. The SAs shall periodically check /inspect the effectiveness of the UPS, batteries and other IT infrastructure under their care and advise the concerned presiding officer about the course of action to be taken to set them right and to bring them in optimum working condition. A copy of such advice may be obtained by the successful bidder from the SA concerned and forwarded to the Head office (Computer Section).

iii. The Contractor has to upkeep and maintain IT assets of CTD and should advise CTD in the efficient maintenance of the same.

iv. The logistical problems responsible for down time of the Network are to be monitored and to be reported.

v. The Contractor has to take the reports about the availability of the electrical power, UPS and its back up details, and also about the availability / working condition of the Diesel Generator set in all the location of CTD wherever DG Sets are provided, so as to ascertain and get fixed the issues of power outage in the locations.

vi. The Contractor has to make frequent/ weekly visit to the nearest locations and report to JCCT (Admn.)/JCCT (enf.) and concerned officers about the power related drawbacks and also about problems through e-mails.

vii. The Contractor should ensure continuous power supply. In case of power outage they should ensure that UPS must take over and to see that supply of power is uninterrupted so as to have uninterrupted Internet connectivity.

viii. Contractor has to check and give reports regarding the LAN related connectivity and to ensure that all the switches and other electrical connections are in proper and in working condition.

ix. The Contractor has to keep in touch with the all AMC vendors of all the IT Assets of the CTD and to take necessary care for their effective and smooth functionality.

2.1 Purchase of Material:

- a) In order to run the CTD IT infrastructure, there may be a need to purchase spare parts, accessories and consumables. Such purchase must be effected by the agency after intimating the administrative jurisdictional authority for which the goods are required and after obtaining a written order. Such purchases shall be restricted to IT infrastructure.
- b) The agency shall make a monthly bill of such purchases and seek reimbursement from the appropriate CTD authority. Sale bills in original shall be appended to the bill.
- c) The price of such goods purchased shall be fair market value. The administrative jurisdictional authority may verify the rate of such goods with reference to market value and approve the bill for payment.

3. Resource Engagement Details

3.1 Notice Period for Placement of Resources

The Successful bidder shall place the resources within 30 days of the receipt of the Letter of Intent from CTD for this contract. The time taken by CTD for evaluating the resources (i.e. examination / interviews etc) is included in the 30 days time period. The same 15 days' notice period shall be applicable for additional resources required by CTD during the course of the contract (i.e.) the Successful bidder shall identify a suitable candidate and get the candidate successfully qualified through the CTD's selection process within 15 days of the notice given by CTD seeking the additional resource.

3.2 Selection Process

CTD may subject the candidates proposed by the successful bidder to written examination / interviews to examine if they are suitable for the position proposed. In case any resource suggested by the successful bidder for selection is rejected by CTD through the selection process, the successful bidder will provide an alternative resource who will be subjected to the above same selection process comprising of a written test / interview. In case the Successful bidder is not able to provide resources for one or all positions that clear the written test / interview within 30 days of Letter of Intent, CTD reserves the right to terminate the contract and forfeiting of the PBG of the successful bidder.

Resources shall not be deployed by the successful bidder without prior approval from CTD.

3.3 Working Hours

The deployed resources shall work on all government working days as per the schedule of CTD officials and outside office hours, whenever required.

In case of emergency situation, deployed resources may need to work on holidays, if specifically required by the Department.

3.4 Replacement of resources

Successful bidder should deploy persons with requisite skills and experience required for the job as specified under this e-Tender Notification. CTD reserves the right to ask for replacement of any resource / resources who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the CTD. There shall be no change in the 'Man Month Rate' applicable due to the replacement.

The Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

3.5 Conduct Certificate

All the resources deployed should not have been convicted by the court of law nor should they have any criminal records or criminal cases pending against them. The Successful bidder shall do the necessary verification before deployment of the resources.

3.6 Payment to resources placed with CTD by the Successful bidder

The Successful bidder will make payment to the resources placed with CTD by 10th of the month without fail. If default of payment by the successful bidder is reported, CTD may take suitable remedial action; recover payment disbursed to the resources deployed from the payment due to the successful bidder along with deduction of penalties.

The Successful bidder has to administer, comply and maintain all related statutory requirements such as but not limited to - Payment of Goods and Services Tax, Provident Fund (PF), ESI, Profession Tax (PT) etc.

4. Qualification and Skill Requirements

Team manager-IT No. of post-1	<ol style="list-style-type: none">1 BE/MCA/B.Tech with 4 years OR Diploma in Computer Science/Electronics with 6 years of IT Experience2 IT experience in server administration and application support3 Experience in Installation, Configuration and Maintenance of Mail, DNS, MSCE certification and4 Experience in Installation, Configuration and Maintenance of Mail, DNS, MSCE certification and5 Must have handled distributed team size of 50+ team members6 Proficient in English and Kannada; speaking, writing and reading Should have excellent communication & public relation skills
Team Lead No. of Post-7	<ol style="list-style-type: none">1. Diploma / Graduation in BE or B Tech with 4 Years of IT Experience and MCSE OR CCNA Certification is mandatory2. Must have handled distributed team size of 10+ team members3. Proficient in English and Kannada; speaking, writing and reading4. Should have good communication and writing skills5. Should have excellent public relation skills
System Administrator No of Post-57	<p>Graduation in BE or B Tech or BCA equivalent or Diploma in Computers, Electronics and Communication, Information in Science or higher-MCP Certification is mandatory</p> <ul style="list-style-type: none">• Minimum of 3 years of experience in desktop/workstation-administration and support• Experience in Installation and Maintenance of Windows, Trouble shooting performance related issues• Knowledge of Networking• Good communication skills both written and spoken

<p>Database Administrator No. of post-2</p>	<p>BE/BTech or MCA Diploma in Computer / Electronics Information Science or higher with OCA certification</p> <ul style="list-style-type: none"> • Should have a minimum of four years' experience in installation, configuration and maintenance of Oracle database. • Should have thorough knowledge of all the tools available in Oracle 8i/9i/10G or higher and MySQL • Should have knowledge of database design, security, integrity, migration, cloning • Should have knowledge of All Oracle backup and recovery Scenarios. • Should have ability to perform both Oracle and operating system performance tuning and monitoring • Should have sound knowledge in troubleshooting both database and system performance related issues • Should have knowledge of writing and executing queries. • Should have ability to troubleshoot with problems regarding the databases, applications and development tools.
<p>Network Engineer No of post-2</p>	<p>BE with CCNA Certification</p> <ul style="list-style-type: none"> • 4-6 years of experience • Network L2 firewall security engineer • CCNA,CCNP certification or above Should have knowledge of designing, installing and maintaining LAN/WAN networks. • Configure and install various network devices and services (e.g., routers, switches, firewalls, load balancers, VPN, QoS) • Capable of troubleshooting and resolving network problems. • Provide Level-2/3 support and troubleshooting to resolve network issue . • Liaise with vendors and other IT personnel for problem resolution.
<p>Help Desk No. of Post-4</p>	<p>Any Degree With 3 Years of Experience</p> <p>Computer skills Like MS Office</p> <p>Should have excellent communication & public relation skills</p>

GST Call Center Executives No. of Post-08	Any Degree/Diploma With 2 Years of Experience Computer skills Like MS Office Should have excellent communication & public relation skills
GST Call Center Team Leader No. of Post-02	Any Degree/Diploma With 4 Years of Experience Computer skills Like MS Office Should have excellent communication & public relation skills
Senior Software Engineer No. of Post-01	BE /MCA with Having Knowledge of Software Life Cycle <ul style="list-style-type: none"> • 4-6 years of experience • Should have knowledge of SQL,Postgres SQL • Should have knowledge of executing SQL Queries
Junior Software Engineer No. of Post-01	BE /MCA with Having Knowledge of Software Life Cycle <ul style="list-style-type: none"> • 2-4 years of experience • Should have knowledge of SQL,Postgres SQL • Should have knowledge of executing SQL Queries Should have knowledge of website des

Roles of Project Manager-IT

- Plans/manages technical activities or projects to meet specific objectives or goals.
- Managing the implementation of service desk operations
- Instructing team to providing backup or work around solution for incident or problem within SLA period
- Working with SLA, and Availability Matrix reporting as the contract.
- Reviewing Technical Issues with our team of engineers, stakeholders and by determining costs and impact as per SLA.
- Provides leadership for the project team and key interfaces to the project or program.
- Works on problems/tasks in delivery of a specific product or service. Identify tasks, determine dependencies, identify and assign specific resources, communicate expectations to team members, obtain task effort and duration estimates from team members, and create/track the project schedule
- Allocates work among team members and provides guidance on a regular basis.
- Conducts periodic reviews to ensure project is on track and conducts post-project reviews.
- Ensures all project documentation is kept upto date and communicated to the relevant stakeholders on a timely basis.
- Reviews, collates, maintains and highlights changes to project plans

Roles of Team Leader

- Lead and facilitate constructive communication.
- Coordinating with all SA's and with the Department officials for resolving any issues.
- Coordinating with all vendors for IT related activities
- Develop team members to fullest potential.
- Required making decisions on any matters relating to improving the service & customer satisfaction.
- Team leaders should oversee projects and supervise the day-to-day operations of their team, making sure everyone is pulling their weight, distributing the workload evenly and making sure motivation and performance levels are maintained.

- Should be responsible for ensuring the team is consistently delivering required service to the standards the department expects.
- To ensure that the team is always working on the Top priority work and is aware of the priority.
- Should Plan and deliver tasks and oversee a process/activity within the agreed timescales.
- Develop and maintain effective relationships with CTD, colleagues, suppliers and other stakeholders.

The successful bidder is responsible for providing all the aforesaid services. as a part of providing the above service,

Sl. No.	Office/Location/Place	No. of. Technical Personnel Required
1	Computer Centre, VTK-1, Bengaluru.	One Team manager-IT, Two DBA, two Network Engineers, Two Software Engineers, one Team Leader
2	Computer Centre, VTK-1, Bengaluru.	9 SAs
3	GST Call Center	8 Executives,2 TL's
4	Bengaluru based VAT and Minor Act Divisions.	Team Leads -3 and 13 SAs
5	Joint Commr. of Comml. Taxes (Vig), Bengaluru	2 SAs
6	Mysore Division offices with divisional head quarters at Mysore.	One Team Lead and 5 SAs
7	Malnad Division offices with divisional headquarters at Shimoga .	One Team Lead and 5 SAs
8	Mangalore Division offices with divisional headquarters at Mangalore.	One Team Lead and 5 SAs
9	Dharwad Division offices with divisional headquarters at Dharwad .	One Team Lead and 5 SAs
10	Belagavi Division offices with headquarters at Belagavi	One Team Lead and 5 SAs
11	Davangere Division offices with headquarters at Davangere	One Team Lead and 5 SAs
12	Kalburgi Division offices with headquarters at Gulbarga	One Team Lead and 5 SAs
	Total No. of personnel	87

5. *Bidding details*

The tender called is for Maintenance of CTD IT infrastructure in all its offices in the State the entire period as per the Scope of work mentioned in this document. Partial offers are liable for rejection. The bidder/s shall provide the manpower exclusively for CTD, GoK (Government of Karnataka). Firms who fulfil technical criteria specified in this e-Tender Notification can bid for this tender.

5.1 **Tender Processing Fee and Download of Tender Document**

Bidder can download the tender document for free from the portal (<http://eproc.karnataka.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee prescribed in the e-Procurement portal to participate in this tender. The tender processing has to be paid through any of the five e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country
- Net banking

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website or call e-procurement helpline 080-25501216 / 080-25501227.

Note: It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents and the bid well within the bid submission time and date. CTD shall not be responsible for non-submission of the bids by any bidder due to either technical reasons or the non-compliance by the bidder to the process requirements for submission of valid bids on the e-procurement portal.

5.2 Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial Proposals electronically using the unified e-Procurement platform of Government of Karnataka. The e-Proc portal is available at: <http://eproc.karnataka.gov.in>

Bids shall be submitted only through the unified e-Procurement system before the scheduled date and time for bid submission. Bids submitted after the due date / time will not be considered and CTD will not be liable or responsible for any delays due to unavailability of the portal and/or the connectivity or any technical issues. Bidders are advised to get familiar with the bid submission on the e procurement portal and ensure that the bids are submitted well in advance to prevent any last minute glitches.

5.3 Ernest Money Deposit (EMD)

The Bid shall contain EMD amount of Rs. **8,00,000/- (Rupees Five Lakh only)** and shall be paid through any of the five payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country
- Net banking

Note: Please note that the bids submitted without prescribed EMD and the applicable tender processing fee are liable for rejection by the e Procurement portal. e-Procurement portal will deny submission of the bid without submitting the EMD Deposit and it will take min 2-3 days for confirmation from the bank regarding the EMD realization.

Please note that payments submitted through cheque or demand draft shall not be accepted. For further details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website.

The bidder shall be disqualified if the bids are not accompanied by the prescribed EMD and the Tender processing fees.

The EMD of the unsuccessful Bidder/s will be discharged / returned as promptly as possible, but not later than 60 days after the award of the contract to the successful bidder, after submission of performance bank guarantee. No interest will be payable by the Government on the amount of the EMD.

The EMD may be forfeited:

1. If a Bidder withdraws the bid or increases the quoted prices during the period of bid validity or its extended period, without the explicit consent of the department, if any; or
2. In case successful bidder fails to:
 - Sign the Agreement or,
 - Furnish the required Performance Bank Guarantee within the specified time limit.

5.4 Authentication of Bid

The response bid shall be signed by the Bidder or person duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

5.5 Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

5.6 Clarification on Tender Document

Any prospective Bidder requiring any clarification on the e-Tender Notification document may submit the queries, in writing, at the mailing address provided in this e-Tender Notification and as per schedule indicated in e-procurement portal. The queries must be submitted in the following format only, to be considered for clarification:

Sl. No	Section No./ Clause No.	Page No.	Reference/ Subject	Clarification Sought
..

CTD will respond to any request for clarification on the Tender Document, received not later than the dates prescribed in e-procurement portal. Clarifications (including the query but without identifying the source of inquiry) will be uploaded on the e-procurement portal (<http://eproc.karnataka.gov.in>) for the information of the prospective bidders.

5.7 Language of Bids

Bids submitted by the Bidder and all the correspondence and documents relating to the bids exchanged by the Bidder and the CTD, GoK shall be in English or Kannada language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

This bid should be filed in English or Kannada languages only. If any supporting documents submitted are in any language other than English or Kannada, translation of the same in English or Kannada language is to be duly attested by the bidder.

5.8 Amendment of Tender

- a) At any time prior to the last date for receipt of Bids, CTD, GoK, May for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender conditions/requirements by issuing an addendum/corrigendum. Any such amendment/s issued along with the original Tender document will constitute Revised Tender.
- b) Any addendum/corrigendum will be uploaded on the <http://eproc.karnataka.gov.in> website. Prospective Bidders are requested to visit the website frequently to check for any amendments.

5.9 Firm Prices & Discount

The prices quoted as part of the financial proposal must be firm and final and shall not be subject to any escalation, on any account whatsoever, till the expiry of the contract period.

5.10 Bid Validity Period

a) Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the CTD, GoK. **A bid valid for a shorter period may be rejected as non-responsive.** However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation of the contract.

b) Extension of Period of Validity

In exceptional circumstances, the CTD, GoK may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing (or by fax). In such cases the validity of EMD shall also be suitably extended by the bidder.

5.11 Subcontracting or Subletting of Work

Any Sub Contracting or subletting of work under the contract is not permitted.

5.12 Consortium Bids

The Bidder is NOT allowed to form Consortium of any nature whatsoever to perform/provide the Services as specified under this e-Tender Notification.

1.1 Contacting the CTD

No bidder shall contact the CTD on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the CTD, it should be done in writing.

5.13 CTD Right to Vary Scope of Contract at the time of Award

The CTD may at any time, make changes to the scope of the Contract as specified by a written order given to the Bidder.

5.14 CTD Right to Accept Any Bid and to reject any or All Bids

a) The CTD reserves the right to reject any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the CTD s action.

b) The CTD reserves the right to negotiate the commercials with the L1 Bidder.

5.15 Financial Bid Details

a) No changes in the financial bid shall be allowed post submission of the bid. The currency for the financial bid shall be in Indian Rupees. Bidders shall quote for the entire Project on a single responsibility basis on the following lines.

b) Bidders intending for commercial bid shall necessarily give the commercial details explained in Appendix-8. All the commercial details shall be uploaded as part of the commercial bid on the e-procurement portal (<http://eproc.karnataka.gov.in>)

c) The bid shall be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The price shall include all the statutory taxes and levies. The payments shall be made to selected bidder/s on the basis of the bid and further negotiations between the department and the bidder/s only. No separate payment shall be made for services that are to be delivered by the bidder as part of his/her scope of work for this project and the payment terms of the bidder.

d) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project/contract. A

proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

However, additional amounts, if any, resulting from increase in the rates of custom duty, Goods and Services Tax, as relevant for the project effective after the date of bid submission, would be paid separately by the CTD after calculating the difference resulting from such increase. Similarly if there is a reduction in rates of these taxes, effective after the date of bid submission, CTD shall reduce the amount payable by an amount saved because of such a reduction.

- e) The bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances of their staff deployed with respect to the execution of this project, and any other expenditure that the bidder incurs before or after the award of the contract and during the currency of the contract period. This excludes any payment towards travel, under section 3.7 of the tender document.

5.16 Bid Evaluation Process

CTD may constitute a Tender Scrutiny Committee, which shall evaluate the bids submitted by the bidders for the compliance.

- a) The Bidder shall furnish the information required in the formats prescribed in the e-Tender Notification. Required documents / templates for qualifying are summarized below. The Bidder will be evaluated against the criteria given in this section and the bids that do not conform/comply to the requirements will be rejected.
- b) CTD GoK will examine the bids to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed by authorised signatory, and whether the bids are generally in order and substantially responsive. In such bids, CTD GoK 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 technical evaluation bid documentation.

- c) A bid determined as substantially not responsive is liable for rejection by CTD GoK.
- d) Bidders meeting the compliance requirements on all the technical evaluation criteria will be qualified for next stage of evaluation.

5.17 Technical Bid Evaluation

Sl No	Criteria	Documents Required
1	Submission of Covering letter as required in the given format	(Refer Appendix-1)
2	Furnishing of the Power of Attorney	Power of Attorney executed by the Bidder in favor of the Principal Officer or duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.
3	The bidder should be a company registered under the Companies Act, 1956 or a Limited Liability Firm registered under the LLP ACT	Certificate of Incorporation and Commencement of Services. (Refer Appendix-5)
4	Bidder should hold valid GST registration certificate, Permanent Account Number (PAN) issued by income tax department, PF, ESI certificates	Copy of Valid GST registration certificate and Permanent Account Number (PAN) issues by income tax department, PF, ESI certificates should be provided. (Refer Appendix-5)
5	The Bidder should not be blacklisted by the Government of Karnataka or any of its agencies for any reasons whatsoever and the bidder should not be blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the time of bidding	A declaration signed by Authorized signatory as per Appendix-7 .
6	The bidder should have a total turnover of at least 5 crore, and 2 crores turn over in the business of providing services of IT and IT Enabled services for the last two years.	Certified copy from Chartered Accountant distinguishing Total turnover and turn over relating to IT and IT enabled services. And shall be provided as per the format given in Appendix-2

SI No	Criteria	Documents Required
7	A bidder should have executed IT manpower deployment contract to two Govt. Departments satisfactorily involving the deployment of minimum of 50 resources every year in the area of IT and IT enabled services in last 2 years	Copies of relevant Work Orders/ Purchase Order and satisfactory certificates issued by Govt. Departments to be provided.
8	The Bidder should have deployed IT Manpower at all 30 Districts in the state of Karnataka for 2 government departments for the last 2 years.	Copies of certificate of rendering service providing of manpower to be furnished. (Refer Annexure -6)
9	The Bidders should have Oracle / Microsoft / Networking competency and must be official partner of Oracle or Microsoft or Cisco.	Upload Certificate
10	The bidder should have an office in Bengaluru, Karnataka	Undertaking from the Company Secretary or the Authorized Signatory as per Appendix-3
11	The Bidders should have executed AMC(Annual maintenance Contract) for across Karnataka to any government departments for two year(2016-17, 2017-18), and should have good experience in IT parts Procurement	Work Orders
13	Submission of Declaration of Acceptance of Terms & Conditions to e-Tender Notification in the given format	A declaration signed by Authorized signatory as per Appendix-9
14	The Bidder should possess ISO Certification ISO:9001:2015 and have completed at least two years as on 31st March 2018 and	Upload ISO Certificate
15	Bidder should have Executed single IT Project of value not less than Rs 100.00 lakhs in the past two financial years to two Govt Departments .	Purchase Orders

SI No	Criteria	Documents Required
16	The bidder should furnish the documentary proof of having deployed 50 Technical manpower including the following key Category resources at least for a period of 2 years:- 1. Project/Datacenter Manager 2. Team Leaders 3. Data base Administrators 4. System administrator 5.Senior Software Engineer	Govt Work Orders
17	Submission of Undertaking on Service Level Compliance in the given format	Undertaking from the Company Secretary or the Authorized Signatory as per Appendix-4
18	Submission of Undertaking on litigation(s) in the given format	Undertaking from the Company Secretary or the Authorized Signatory as per Appendix-10
19	Submission of undertaking that quoted price is in compliance with the minimum wages act of govt of Karnataka	Undertaking from the Company Secretary or the Authorized Signatory as per Appendix-11

The criteria's mentioned above by the bidder needs to be accomplished under company /LLP registered under the Companies Act , 1956.

5.18 Financial Bid Evaluation

The financial bid evaluation shall be done only for the technically qualified bidders from technical evaluation stage. The financial bid evaluation shall be done based on the details submitted by the bidder as per the format provided in **Appendix-8**

5.19 Award of Contract

- f) CTD reserves the right to award the contract to the lowest financial bid that complies with all the technical requirements.

- g) The bid with the lowest total price (i.e. all-inclusive price) can be considered for the award of contract.
- h) The Successful bidder shall provide the detailed profile of the manpower (along with the certificates/testimonials) that would be deployed in CTD, as per this e-Tender Notification, within 7 to 10 calendar days from the date of issue of LOI. The manpower whose profiles are found to be in deviation from the requirement described in this e-Tender Notification will stand summarily rejected.
- i) CTD shall not be in any case the employer for the Successful bidder or the personnel to be provided by the Successful bidder. The manpower/resources provided by the Successful bidder will work under the administrative control of CTD / the concerned Treasury Officer, as employees of Successful bidder and they shall have no claim, whatsoever on the CTD for the services rendered as a part of the contract with the selected Successful bidder. The selected Successful bidder shall be the employer of the manpower provided and solely be responsible for the payment and provide risk cover to the personnel provided by them. CTD will not be liable for any compensation or grant, whatsoever, even if any untoward incident occurs during the contract period
- j) The Successful bidder shall not further outsource the assignment to other individual/firms/organizations and if found so, the contract shall be deemed to be cancelled and this shall also lead to blacklisting of the Successful bidder, along with forfeiture of Performance Bank Guarantee.

5.20 Notification of Award

The acceptance of a tender, subject to contract, will be communicated through issue of LoI on the e-procurement portal to the successful bidder/s. The successful bidder/s will be required to convey the acceptance of the LoI within 7 days on the e- procurement portal.

5.21 Signing of Contract

At the same time as the CTD notifies the successful bidder/s that its bid has been accepted, the CTD will send the bidder/s the Proforma for MSA

Contract, incorporating all agreements between the parties. The successful bidder/s shall be required to enter into a contract within 15 days from the notification of award, including any agreements reached during the negotiation process, if any with CTD, as may be specified by CTD. This contract shall be on the basis of this document, the bid of the bidder/s, the letter of intent and such other terms and conditions as may be determined by CTD to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid and the acceptance thereof. The incidental expenses of execution of agreement / contract shall be borne by the successful bidder/s.

Note:

- a) CTD reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award 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 grounds for department's action.
- b) Failure of the successful bidder/s to agree with the Terms & Conditions of the e-Tender Notification / Contract or failure to sign agreement within notified time shall constitute sufficient grounds for the annulment of the award, in which event CTD may make the award to the next Best Value Bidder or call for new Bids. In such cases, the EMD of the selected bidder is liable for forfeiture.

6. Service Level Agreement (SLA)

The Successful bidder shall deploy resources as per the Service Level Requirements specified below; else the penalties as specified shall apply:

6.1 Timely Deployment of Resources

- a) All the resources required by CTD as per this e-Tender Notification shall be deployed by the Successful bidder within 30 days of the issue of Letter of Intent (LoI). CTD shall subject the resources to examination and interviews and will accept a resource only if the resource is found satisfactory.

Type	Metric	Penalty
Baseline	Within 30days of the issue of LOI/PO& Within 15 days of the issue of Letter of notice in case of additional resources	None
Lower performance	Between 30 – 45 days of the issue of LOI/PO& Between 15 – 30 days of the issue of Letter of notice in case of additional resources	Rs. 500 per day per resource
Breach	> 30 days of the issue of LOI & > 45 days of the issue of Letter of notice in case of additional resources	Rs. 1000 per day per resource
In case of breach, CTD reserves the right to terminate the contract of the Successful bidder , and forfeit the performance Bank Guarantee		

6.2 Replacement of resources

Bidder should deploy persons with requisite skills and experience required for the job as specified under this e-Tender Notification. CTD reserves the right to ask for replacement of any resource /resources who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the CTD. There should be at least 15 days of transition/knowledge transfer between the resource transitioning out and the resource transitioning in.

- b) Each resource will be eligible for one day of casual leave in a month, with the permission of the CTD Officer. Any period of absence in excess of a day's

leave will be treated as leave without pay and deductions will be made from the monthly payment.

- c) In the case of absence (apart from allowed leaves) of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing man month rate by number of working days in that month).

General Terms and Conditions

7.1 One Proposal per Bidder

Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified. Also bidders cannot associate with other bidders.

7.2 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and CTD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

7.3 Amendment of e-Tender Notification Documents

- a) At any time prior to the deadline for submission of Proposal, CTD GoK may amend the e-Tender Notification document by issuing suitable Addenda/corrigendum.
- b) Any addenda/corrigendum thus issued shall be part of the e-Tender Notification document and shall be published on the e-procurement portal. No claim will be entertained from any prospective bidder or the bidder regarding any issue pertaining to e-Tender Notification, due to his failure to note the addenda/corrigendum published on the e-procurement portal.
- c) To give bidders reasonable time in which to take an Addendum/corrigendum into account in preparing their proposals, CTD, GoK may extend if necessary, the deadline for submission of Proposals

7.4 Limits on Promotion

- a) The bidder shall not make any reference to CTD, GoK or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of CTD. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the department field offices through any kinds of hoardings, banners or the like without the express prior written consent of CTD.

7.5 Use & Release of Bid Submissions

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

7.6 Deadline for submission of proposals

Proposals shall be received by CTD, GoK using unified e-Procurement platform of the GoK no later than the time and date stipulated in the portal.

Note: It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents, well in time

7.7 Modification and Withdrawal of bids

No modification or withdrawal of bids is permitted in accordance with the unified e-Procurement platform of the GoK.

7.8 Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

7.9 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. The e-Procurement portal will not allow any corrections after the submission of the bid.

7.10 Rejection Criteria

The bid is liable to be disqualified if;

a) Technical Rejection

1. Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
2. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
3. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
4. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
5. Failure to furnish proofs for information provided
6. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
7. Submission of the commercial bid details as part of the technical proposal.
8. Failure to furnish all information required by the e-Tender Notification Document or submission of a bid not substantially responsive to the Tender Document in every respect.
9. Failure to furnish proofs for information provided
10. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
11. Bidders not complying with the Technical and General Terms and conditions as stated in the e-Tender Notification Documents.
12. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
13. If the bid does not confirm to the timelines indicated in the bid.

b) Commercial Rejection

1. Incomplete Price Bid
2. Price Bids that do not conform to the Tender's price bid format.

3. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

7.11 Performance Bank Guarantee

- a) The successful bidder/s shall at his/her own expense deposit with CTD GoK, within ten (10) days of the date of issue of LoI, or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank or any bank having license from RBI to provide banking functions payable on demand, for the due performance and fulfilment of the contract by the bidder.
- b) The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- c) Performance Bank Guarantee shall be submitted by the successful bidder for an amount equal to 5% of the Purchase Order value awarded to the bidder. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
Additional Performance Bank Guarantee's shall be submitted by the bidder for an amount equal to 5% of the Purchase Order value, as and when additional PO's are issued by CTD.
- d) The PBG submitted shall be valid till the end of two months after the period of end of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of two Months after the "Transfer", the Performance Bank Guarantee will lapse automatically.
- e) The Performance Bank Guarantee shall be discharged / returned by CTD upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- f) In the event of the bidder being unable to service the contract for whatever reason, CTD GoK shall revoke the PBG. CTD GoK shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14

days, indicating the contractual obligation(s) for which the Bidder is in default.

- g) CTD GoK shall also be entitled to make recoveries from the Bidder bills , PBG or any other payment due, in case of any error/ omission on bidder's part.
- h) The PBG shall be furnished in the format **Appendix-11**.

7.12 Payment Terms

- a) The successful bidder will raise a quarterly invoice along with the attendance certificates and service reports of resources duly certified by the officer and other payment details based on the actual deployment of resources and actual days worked by the resources after accounting for authorized leave and deduction arising from unauthorized absence, non-performance penalty.

7.13 Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to complete the assignment in compliance to the e-Tender Notification before the scheduled completion date or the extended date or if bidder repudiates the Contract before completion of the Work, the CTD at its discretion may without prejudice to any other right or remedy available to the CTD the Contract, forfeit the entire performance bank guarantee submitted by the bidder, apart from blacklisting of the bidder for further participation in any of the tenders of the CTD, Government of Karnataka.

Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

7.14 Termination of Contract

- a) The bidder shall adhere to all the requirements of e-Tender Notification, process and guidelines issued by CTD. Any violations / non-compliance of any of the conditions will entail termination of the

contract without prejudice to the rights of the CTD - GoK with such penalties as specified in the e-Tender Notification and the Agreement. Upon such termination, CTD will have the right to forfeit the entire performance bank guarantee submitted by the bidder, apart from blacklisting of the bidder for further participation in any of the tenders of the Department of Treasuries.

- b) Upon termination, CTD will have the right to put in place any other Successful bidder for carrying out the remaining work. Any extra expenditure shall be recoverable from the Second Party.
- c) Where a change of management of the bidder has occurred whereby the bidder's company has merged, amalgamated or been taken over, due to which the majority shareholding of the bidder has been transferred to another entity, and in case requirements for the bidder set out in the e-Tender Notification are not complied with, the CTD GoK can by a 15 (Fifteen) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

7.15 Limitation of Liability

Except in case of gross negligence or wilful misconduct:

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- b) The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total contract value provided, however, that this limitation shall not apply to any liability for damages arising from (i) wilful misconduct or (ii) indemnification against third party claims for infringement (iii) or tortuous liability arising out of misconduct or negligence or (iv) death

- c) CTD shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.
- d) Liability arising out of any legal conditions shall survive the term (i.e. termination / expiry) of the contract.

7.16 Contract Amendment

- a) No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both parties.

- b) **Contract Extension**

The initial contract period will be for 24 months , extendable for 25% of the contract period with existing terms and conditions with mutual consent and subject to maximum increase of price being limited to corresponding to change in increase of Consumer Price Index (CPI) for the period

7.17 Notices

- a) Any notice or other document, which may be given by either Party under this Agreement or e-Tender Notification or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or through email to the notified address.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

To,
 Additional Commissioner of
 Commercial Taxes(e-
 Governance), 4th Floor, VTK
 1st Main, Gandhinagar,
 Bengaluru-560 009

Bidder:
 Address:
 Tel:
 Fax:
 Email:

- c) Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if

delivered in person or through email) if delivered between the hours of 10.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

- d)** Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

Appendix-1 – Covering Letter

To,
Additional Commissioner of Commercial taxes (E-Governance)

Sir/Madam,

Subject:

Reference: Tender No: CCW/CR-06/2014-15 (VOL III) Dated : 03/09/2018

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect to the Maintenance of CTD IT infrastructure in all its offices in the State, do hereby propose to provide our services as specified in Tender.

Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

EMD

We have paid an EMD of Rs.8, 00,000/- (Rupees Eight Lakh only) through the portal (<http://eproc.karnataka.gov.in>). This EMD is liable to be forfeited in accordance with relevant provisions of the e-Tender Notification.

Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations from the requirements mentioned in this e-Tender Notification.

Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the e-Tender Notification.

Validity of this Bid

We agree to abide by this tender response for a period of 180 days from the date of submission of the bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CTD.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at CTD put forward in e-Tender Notification or such adjusted plan as may subsequently be mutually agreed between us and CTD or its appointed representatives.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name :

Designation

Date

Place :

Appendix-2 – Turnover Details

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 2 years i.e. 2016-17, 2017-18 in the business of providing of IT services as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs. in Lakhs)	Total Turnover from the business of providing of manpower deployment services (Rs. in Lakhs)
2016-17		
2017-18		

Place:

Date:

**Seal & Signature of
Chartered Accountant**

Appendix-3 – Undertaking on Office Premises

This is to certify that M/S-----has an office in the Bengaluru.

Relevant address proof is enclosed.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

Appendix-4 – Undertaking on Service Level Compliance

To,
Additional Commissioner of Commercial taxes –E-Governance

Sir/Madam,

Subject: Maintenance of CTD IT infrastructure in all its offices in the State

1. I/We as bidder do hereby undertake that we shall comply with the service levels stated in the e-Tender Notification to provide quality service to CTD.
2. However, if the proposed resources are found to be insufficient in meeting the e-Tender Notification and/other service level requirements given by CTD, then we will augment the same without any additional cost to CTD.

Yours faithfully

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date :

Place:

Appendix-5 – Details of the Bidder

Sl. No.	Particulars	Details	
1.	Name of the Bidder		
2.	Address of the Bidder		
3.	Status of the Company (Public Ltd/ Pvt. Ltd) or LLP		
4.	Details of Incorporation of the Company		
5.	Details of Commencement of Business		
6.	Valid GST registration no.		
7.	Permanent Account Number (PAN)		
8.	Valid ESI registration no.		
9.	Valid PF registration no.		
10.	Name & Designation of the contact person to whom all references shall be made regarding this tender		
11.	Telephone No. (with STD Code)		
12.	E-Mail of the contact person:		
13.	Fax No. (with STD Code)		
14.	Website		
15.	Financial Details (as per audited Balance Sheets) (in Cr)		
16.	Year	2016-2017	2017-2018
17.	Net Worth		

18.	Turn Over			
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Appendix-6 – Bidder’s Experience

(Fill separately for each project)

S. No.	Criteria	Project
1.	Customer’s Name	
2.	Scope of the Project	
3.	Value of Project for Bidder	
4.	Date of Contract and Contract period	
5.	Completion certificate	
6.	Customer Contact Person’s detail	
6.1	Name	
6.2	Designation	
6.3	Email	-
6.4	Phone	
6.5	Fax	-
6.6	Mailing address	
6.5	NO. of IT Resources	-
6.5	NO. of IT Resources at District level	-
6.5	Nature Of Resource	-

Appendix-7 – Undertaking on being not blacklisted

This is to certify that M/s -----is not blacklisted by Government of Karnataka or any of its agencies for any reasons, whatsoever and not blacklisted by Central / any other State / UT / Government, or its agencies for indulging in corrupt, or fraudulent practices or for indulging in unfair trade practices as on 1stDecember2015.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date :

Place:Bengaluru

Appendix–8- Financial Bid

Bidders shall quote all-inclusive prices **(i.e. price inclusive of taxes, levies and all other expenses)** for providing technical support to run and maintain the IT infrastructure in all the offices of Commercial Taxes Department (CTD) located across the State of Karnataka for a period of 24 months from the date of signing of agreement. This price shall be inputted by bidders directly in e-Procurement portal.

- a) The rates are inclusive of all charges such as conveyance costs, Travelling Cost of engineers, boarding & lodging costs and training expenses
- b) The all-inclusive price inputted directly in the e-Procurement portal will be taken as the basis for evaluation of commercial bids.
- c) CTD reserves the rights to place order an additional 25 % of the total intended requirement, at the discovered price.
- d) The rates quoted for manpower by the agency should be as per the Minimum Wages Act .

**Appendix-9 – Format for Declaration of Acceptance of Terms and Conditions
in e-Tender Notification**

To,

Sir/Madam,

Subject:

Reference: Tender No:

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the e-Tender Notification document [No. regarding Selection of manpower Successful bidder for providing IT Support

I declare that all the provisions of this e-Tender Notification / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Date:

Appendix – 10 – Format for Undertaking on litigation(s)

This is to certify that M/s -----is not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this e-Tender Notification.

Company Secretary

Name of Signatory:

Bidder Name:

Date: Place:

Appendix-11 – Format of Performance Bank Guarantee

PERFORMANCE GUARANTEE

Ref:

Bank Guarantee No:

Date:

To

1. Against contract vide Advance Acceptance of the Tender No.<Tender Number dated DD/MM/YYYY>pertaining to “Selection of manpower Successful bidder for providing service for Maintenance of CTD IT infrastructure in all its offices in the State” (hereinafter called the said 'contract') entered into between the Directorate of Treasuries, Government of Karnataka, (hereinafter called the Purchaser) and M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at(hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at..... and a branch office at are holding in trust in favour of the Purchaser, an amount of Rs.....(Rupees..... only)

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 by 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 (Name of the Bank /Branch)..... 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 _____(Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us(Name of the Bank/Branch) notwithstanding the fact that the same is enforced **within Two Months** after the said date, provided that notice of any such claim has been given to us(Name of the Bank/Branch) 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..... (Name of the Bank /Branch) 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(Name of the Bank / Branch) 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,(Name of the Bank / Branch) 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.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs.....
(Rupees in words only)

ii). The Bank Guarantee shall be valid up to; and;

iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Authorised Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address