



GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES (KARNATAKA)  
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GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES (KARNATAKA)  
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**CCW/CR. 01/2012-13**

**Date: May 30, 2012**

**e-TENDER NOTIFICATION**

The Commissioner of Commercial Taxes (Karnataka), in association with e-Procurement is inviting online e-Tender for providing technical support to run and maintain the IT infrastructure in all the offices and check-posts of Commercial Taxes Department (CTD) located across the State of Karnataka for one year under two cover system/two parts (Techno Commercial Bid and Price Bid) from reputed technically competent agencies, registered in Karnataka State, who have adequate financial resources and experience.

Name of the services required
Providing technical support to run and maintain the IT infrastructure in all the offices and check-posts of Commercial Taxes Department (CTD) located across the State of Karnataka for a period of 12 months from 01.8.2012

1. **EMD:** Rupees five lakhs only. Rejected bidder's EMD will be refunded.
2. The participating bidders will have to pay Earnest Money Deposit (EMD) to be paid through e-Procurement portal through any one of the four modes that is Credit Card, Internet Bank, NEFT or OTC.
3. **Price Bid:** The Service Provider should quote the gross amount inclusive of service tax and any other statutory obligations for providing the above service.
4. The bidder may contact help desk phone number 080- 22208512 for any information in addition to the information available at <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>
5. The Soft copies of the Bid documents can be downloaded from e-Procurement portal consisting of Pre-Qualification Requirements (PQR) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency/by the bidders registered with e-Procurement for e-Tendering.
6. The technical bid shall include the Pre-Qualification Requirements (PQR) documents as in Schedule-1. The financial bids shall include the duly filled Schedule-2. Both the scanned technical and financial bids shall be uploaded up to 4.00 PM of 30-06-2012 The technical bid containing PQR documents as in Schedule-1 will be opened on 02-07-2012 by 4.30 PM.
7. Both the Technical and Financial Bidding is through e-Tendering only. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation through online only. The qualified Technical Bidders only will be considered for Financial Bids.

**Calendar of events:**

a)	Closing date for uploading the technical/financial bids	4.00 PM of 30-06-2012
b)	Opening of technical bids	4.30 PM of 02-07-2012
c)	Opening of financial/price bids	5.00 PM of 04-07-2012

Addl. Commissioner of Commercial Taxes (GST)

**1. Pre-qualification requirements of Agencies/Bidders [PQR conditions]:**

(i)	The bidder should have its head office in Bangalore and has been operating for at least three years in the state of Karnataka.
(ii)	The agencies should have rendered services in maintenance of IT Infrastructure satisfactorily for at least 3 years to more than two state / Government departments/ organizations/undertakings. Documentary proof in the form of certificate issued by the department /organization/und for satisfactory services rendered shall be scanned and uploaded. The office of the Commissioner of Commercial Taxes (Karnataka) will verify the documents with the concerned wherever necessary. However, documents like service agreements ,work orders etc. will not be considered for the purpose.
(iii)	The annual turnover of the Agency shall not be less than Rupees200 Lakhs for at least three years in the last five years. The agency shall upload a copy of the audited Balance sheet and Profit and Loss Account duly certified by a Chartered Accountant for the years mentioned above as proof in this regard. (Documents like self-certification of turnover, certified income statement prepared for filing IT, etc. will not be considered).
(iv)	The agency shall have the following Registration and shall upload the copies of the Certificates: (a)Registration Certificate of the establishment from the Department of of Labour, Govt. of Karnataka; (b)Service Tax Registration Certificate; (c)Certificate of Registration under Professions Tax issued by the Professions Tax Officer, Govt. of Karnataka;  (d) Copy of the PAN card of the agency; (e) Proof to show that its head office is in Bangalore and has been operating for at least three years in the State of Karnataka; ( f ) Any other registrations required as per the existing laws relating to providing of similar services (Copies of certificates should be uploaded).
v)	The E.M.D shall be payable in e-Payment through Credit Card, Internet Banking, NEFT or OTC.
(vi)	Agencies whose contracts have been terminated/foreclosed by any Department/organization/undertaking during the last 5 years due to non-fulf of contractual obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not fall under this category.

- 2. The bidder shall submit a check list with details of documents on which reliance has to be laid by the Department to ensure fulfillment of PQR conditions prescribed herein (i.e. for the points mentioned in the 1 (i) to 1(vi) above).**
3. The bidder shall sign and upload the documents in Schedule-1, letter of undertaking-B and Declaration-A appended to this document.
4. The financial bid shall also be signed and submitted in Schedule-2
5. The Financial bids of the agencies which do not meet the Pre-Qualifying Requirements (Technical Bids) will not be considered.
6. The Commissioner of Commercial Taxes (Karnataka) shall cause examination of the PQR documents of the agencies.
7. The second document containing financial bid of only the qualified bidders will be opened.
8. Financial bids of agencies which do not satisfy the PQR conditions [Technical bid] will not be considered.
9. The Commissioner of Commercial Taxes (Karnataka) reserves right to reject any bid without giving reasons.

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## **GENERAL INFORMATION**

1. Tenders shall be valid for a period of 90 days from the date of opening of Financial bid.
2. Alternative tender will not be considered.
3. Conditional tenders are liable for rejection.
4. Tenders without or insufficient amount of EMD will be rejected.
5. Intending tenderers can have detailed information from the office of the Commissioner of Commercial Taxes (Karnataka) during office hours.
6. The Commissioner of Commercial Taxes (Karnataka) reserves the right to reject any or all tenders without assigning any reason.
7. The successful tenderer shall enter into a contract agreement on a non-judicial stamp paper of Rs.200/- (Rupees Two hundred only) with terms and conditions as per the format specified by the Commissioner of Commercial Taxes (Karnataka).
8. The rates quoted should be the gross amount inclusive of service tax and any other statutory obligations for providing technical support to run and maintain the IT infrastructure of the Commercial Taxes Department for a period of 12 months.
9. The bidder/agency shall submit their quotations in Schedule-2 annexed to the tender documents.
10. In case more than one agency stands L1, firstly, ISO certified agencies will get preference over others. Secondly, the agency having higher turnover during the last financial year will get preference over others.
11. The duration of the contract is for 12 months, extendable for any other period upto another 12 months by mutual consent with the same terms and conditions of the agreement executed. However, the contract can be terminated by either party on three months' notice.
12. The Agency should not sublet the contract. If the Agency is found to have sublet the contact, the contract will be terminated at its risk and cost.

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**GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES (KARNATAKA)**

**General terms and conditions of the contract for providing technical support to run and maintain the IT infrastructure in all the offices and check-posts of Commercial Taxes Department (CTD) located across the State of Karnataka for a period of 12 months from 01.8.2012.**

**1. DEFINITIONS:**

**1.1** The expression “service” used shall mean that Technical support required by the Commercial Taxes Department (CTD) for maintenance of IT Infrastructure of the Department across the State.

**1.2.** The “Department” means the Commercial Taxes Department.

**1.3.** The “Agency/Contractor” means the Agency to whom the work of providing technical support to run and maintain the IT infrastructure in all the offices and check posts of Commercial Taxes Department (CTD) located across the State of Karnataka.

**1.4.** “Notice in Writing” shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by courier/registered post to the declared business address of the Agency.

**1.5.**“Deficiency in service” means, failure to satisfactorily to resolve any breakdown/ disruption in the IT infrastructure of the Department within reasonable time, not deploying the full contingent of the personnel requisitioned on time, non-replacement of personnel who are found to be un-suitable, failure to provide suitable replacement to the absentees, non-payment of wages within the time prescribed, short payment of wages as fixed under any statute, short remittance of statutory dues, failure to submit the relevant details of the personnel deployed to the Department, failure to submit/file statutory statements/returns as per the requirement of the applicable laws and violation of any of the condition in the contract agreement.

**1.6** “Premises of Department” means the offices including check post of the Commercial Taxes Department situated across the State at about 140 locations

**1.7** Whenever in this contract the words “Directed”, “Required”, “Ordered”, “Desired”, “Considered”, “Necessary”, or like words are used, it shall be understood that the directions, requirements, permissions, order, etc. of the Additional Commissioner of Commercial Taxes (GST) or other authorized officers of the Department, as the case may be.

**2. SCOPE OF SERVICE:**

CTD being essentially a tax administering organization, is seeking Technical Assistance/Support to run, maintain and upgrade its IT infrastructure. The tender 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 objectives.

- (a) To effectively run and maintain the CTD IT infrastructure with minimum down time so as to enable smooth running of the CTD business process.
- (b) To advise, liaise with various IT vendors of CTD so as to optimize the utilization of CTD IT assets.
- (c) To update and to ensure constant running of antivirus software in all the systems used by the department.
- (d) To prevent the users from using unnecessary programmes which hinder the speed/compromise security of the system.
- (e) To prevent the users from using unnecessary tools and devices which hinder the efficiency and compromise security of the system.
- (f) To bring to the notice of the head office / head of the division with regard to expiry of warranty / AMC period of computer hardware items, UPS, AC units, batteries and such other IT assets.
- (g) To bring to the notice of head office / head of the division any instances of break down of servers / connectivity.
- (h) To generate MIS reports within a reasonable time whenever required by officers of head office / heads of division / any other officer of CTD.
- (i) To assist the CTD in maintaining IT hardware and cause repair of computer systems, printer, scanner, etc within a reasonable time subject to providing of parts by CTD /vendor at the approved rates.
- (j) To assist the CTD in satisfactorily correcting the faults detected in IT infrastructure within a reasonable time.
- (k) To inspect and evaluate the technical specification and working condition of new IT asset/s whenever acquired by the CTD anywhere in the State.
- (l) To assist the officers in maintaining the IT asset register and advise remedial measures for repair /replacement of IT assets.
- (m) To assist in effective maintenance of computer systems and peripherals /UPS systems / CTD network including periodical cleaning up of dust in IT assets.
- (n) Diagnosing and troubleshooting the network (SAN, LAN, WAN), hardware and software problems.
- (o) Advising CTD on preventive maintenance, if any, to be undertaken.
- (p) Advising CTD in prevention and spread of virus or any other attack to ensure there is no break down of CTD IT infrastructure.
- (q) Keeping a close vigil on the handling of IT infrastructure by CTD staff and reporting any mishandling or misuse.
- (r) To install programmes approved by the head office to all the clients/ selected clients as instructed by head office.
- (s) To uninstall programmes which are so required by the head office.

### 3. Deployment of Engineers & Technical Assistants(TAs)

3.1. The successful bidder is responsible for providing all the aforesaid services. As a part of providing the above service, the agency must provide minimum numbers of Engineers and Technical Assistants (TAs) as detailed below:

Sl. No.	Office/Location/Place	No. of. Technical Personnel required
1	Computer Centre, VTK-1, Bangalore.	3 Engineers
2	Computer Centre, VTK-1, Bangalore.	7 TAs
3	Additional Commr. of Comml. Taxes (Enforcement ),South Zone, Bangalore.	6* TAs
4	Bangalore based VAT and Minor Act Divisions.	16 TAs
5	Joint Commr. of Comml. Taxes (Vig), Bangalore including jurisdictional check posts.	2* TAs
6	Mysore Division offices with divisional head quarters at Mysore and jurisdictional checkposts.	6 TAs
7	Malnad Division offices with divisional head quarters at Shimoga .	5 TAs
8	Mangalore Division offices with divisional head quarters at Mangalore and jurisdictional check posts.	5 TAs
9	Dharwad Division offices with divisional head quarters at Dharwad and jurisdictional check posts .	6 TAs
10	Belgaum Division offices with head quarters at Belgaum and jurisdictional check posts.	6 TAs
11	Davangere Division offices with head quarters at Davangere and jurisdictional check posts.	5 TAs
12	Gulbarga Division offices with head quarters at Gulbarga and jurisdictional check posts.	6 TAs
	Total No. of personnel	73

\* The TAs provided to Additional Commissioner of Commercial Taxes (Enforcement ) South Zone, Bangalore and Joint Commissioner of Commercial Taxes (Vig) Bangalore shall be required to perform functions on round the clock basis on all 365 days of the year.

3.2. The locations are subject to change to suit the convenience of CTD business process and the personnel deputed will move accordingly if there is change in location. The assignment of 3 engineers and 31 TAs in Bangalore are subject to change within Bangalore City and may also be required to work in Kolar, Tumkur and Chickballapur and such other place within 150 kms of Bangalore city. The TAs provided to divisions outside Bangalore may be required to perform their functions at the places including



offices of the enforcement wing and check posts as assigned by the Joint Commissioner of the VAT Division concerned.

**3.3.**The TAs are not eligible to claim any expenses from the CTD for travel from place to place. Such expenses, if any shall have to be borne by the successful agency.

**3.4.**The 3 Engineers and 7 TAs attached to the office of the Commissioner of Commercial Taxes (Karnataka) may be required to work on general holidays also, if situation so demands.

#### **4. Educational Qualification of personnel deployed by the Agency:**

**4.1. Qualification of Engineers:** One Engineer must be certified MCSE (system analyst), one Engineer must be certified OCA (Data Base Manager) and the third Engineer must be certified by CCNA. They should have at least 4 years experience working on similar technology. These 3 Engineers will be located in Computer Centre at VTK-1 and at least one of them must be available in person at the Computer Centre on all working days from 9a.m. to 8p.m.

**4.2. Qualification of Technical Assistants:** Technical Assistants to be deployed by the agency should possess at least a minimum educational qualification of B.E. or B.Tech, or Diploma in Computer Science with additional certificate course in Hardware, Software and networking fields and should be able to read and write not only in Kannada but also in English and shall have minimum three year's experience in providing similar services to Central/State/Reputed Private/Public Departments/Organizations.

#### **5. Roles and Responsibilities of service provider:**

**5.1.** Before deputing the Engineers and TAs to CTD, the agency must furnish in writing, a list of the proposed candidates with their qualifications to CTD. CTD will assess their suitability by holding an interview/test and inform the agency in writing the outcome. If any candidate is found not suitable, the agency will have to send alternate personnel, who will undergo the same process. The agency is at liberty to send a pool of proposed engineers and TAs from out of whom CTD can select suitable engineers and TAs respectively. These preparations shall be completed and submitted to CTD before 20.7.2012 so that contract could begin smoothly from 01.8.2012.

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

**5.3.** After personnel has been deputed, CTD may seek a change of a personnel for unsatisfactory response to an issue or under-performance. In such a situation, the agency shall make available an alternate Engineer/Technical Assistant as the case may be within 15 days from the date of making a written communication.

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

**5.5.** The Agency shall nominate one of the personnel based in Bangalore as team leader, who will co-ordinate with all the other personnel to carry out CTD instructions on State-wide basis. In case where more than one Engineer/Technical Assistant is posted at a single location outside Bangalore city, a team leader shall be nominated for each such location.

**5.6.** It may be necessary for CTD to call for a meeting of all Engineers and Technical Assistant's to issue instructions, review progress or assess performance of IT related matters. All cost of Engineer/Technical Assistant to attend such meetings etc., including travel will be borne by the Agency.

**5.7.** The personnel deployed under this contract shall have good personality and should be presentable and pleasant in their manners. They should be able to identify important officers of the Department. The age of the Engineers/Technical Assistants posted by the agency shall not exceed 35 years. The Engineers/Technical Assistants deployed should be properly briefed by the agency regarding the activities of the Department and the scope of service expected from them and the same shall be checked periodically if need be, with occasional visits by the senior officers of the Agency for their effective functioning.

**5.8.** It is the responsibility of the agency to thoroughly check the antecedents of the Engineers/Technical Assistants deployed under this contract and shall be responsible for the good conduct of its staff while on duty as well as off duty.

## **6. Activities, Roles and Responsibilities of Engineers and Technical Assistants:**

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

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

**6.2.** Liaisoning with vendors, for warranty, AMC, etc.

**6.3.** Diagnosing and troubleshooting the network (SAN, LAN, WAN), hardware and software problems.

**6.4.** Generation of MIS from the system for effective management by CTD administrators at all levels.

**6.5.** Generation of monthly reports to the jurisdictional Joint Commissioner of Commercial Taxes regarding the general health of the IT infrastructure.

**6.6.** Advising CTD on preventive maintenance, if any, to be undertaken.

**6.7.** Checking status of anti virus, malware, etc on CTD IT infrastructure and taking appropriate action.

**6.8.** Advising CTD in prevention and spread of virus or any other attack to ensure there is no break down of CTD IT infrastructure.

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

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

**6.11.** Facilitating communication in CTD on its VPN.

**6.12.** Assisting CTD officers /officials in getting prints, scanning etc.

**6.13.** The Agency through its personnel shall maintain and update asset registers of CTD IT assets. The Technical Assistants will maintain office wise list of all CTD IT assets indicating serial number, age, validity of warranty/AMC etc., falling within the jurisdictions of the Technical Assistants. The agency will design a uniform format in consultation with CTD. Take over and hand over of CTD IT assets in each office shall also be made in consultation with the jurisdictional administrative authority of CTD. The TAs shall take stock of IT assets of each office entrusted to them , in the first week of every month, compare with the stock of IT assets maintained in the respective office and bring to the notice of the presiding officer, if there is any variations. This work shall be undertaken by them under the supervision of the presiding officer and they shall ensure that a certificate is recorded by the presiding officer.

**6.14.** The TAs shall make random checks of systems and ensure that unnecessary programmes are deleted from the systems for best utilization of the systems.

**6.15.** The TAs shall periodically check /inspect the effectiveness of the UPS, batteries and other IT infrastructure under their care and advice the presiding officer concerned 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 contractor from the TA concerned and forwarded to the head office (Computer Section).

## **7. Purchase of Material :**

**7.1.** 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. Such purchases shall be restricted to IT infrastructure.

**7.2.** 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.

**7.3.** It is expected that all purchases be made from the empanelled vendors listed in G.O.CSE.30. ಎ ಮೂ ಆ 2008 dated :01.02.2010. In case of exigencies, the agency may purchase from non-empanelled vendors but at a price equivalent to or less than that of the empanelled vendors after following a transparent procedure.

**8.** The Engineers/Technical Assistants deployed by the Agency shall be the employees of the Agency concerned and they shall not have any connections with the employees of the Department. The Department will not be responsible for any un-authorized acts of the Engineers/Technical Assistants and for any damage/injury sustained by the Engineers/Technical Assistants in the course of his work/duty.

**9.** The agency shall issue Photo ID cards to all its employees with the agency's Logo and Name and Designation of the employee deployed within a period of one month of their deployment.

**10.** Whenever the Agency fails to provide Engineers/Technical Assistants as requisitioned

by the Department, it shall be lawful for the Department to avail the service departmentally or otherwise from other sources and the cost incurred shall be deducted from the amounts due to the Agency.

11. The agency shall provide all the relevant particulars of the personnel proposed to be deployed in the Department along with originals of the relevant certificates/documents relating to their educational qualification and work experience to the Department and only after approval, deploy them for work in the Department.
12. If any personnel employed by the Agency are considered undesirable by the Department, it shall be the responsibility of the Agency to remove the said person or persons from the work. Such persons cannot be re-deployed by the Agency for any other work of the Department without the specific permission of the Department.
13. The Agency should not sublet the contract. If the Agency is found to have sublet the contract, the contract will be terminated at the risk and cost of the agency concerned.
14. In case of any ambiguity or doubts with regard to the terms, clauses used in the tender documents, clarifications should be sought in writing, before submitting the tenders, failing which, the decision of the Department in all such matters shall be final and binding on the Agency.
15. The Department shall not be held responsible or called upon to make good any losses/costs incurred by Agency on account of factors beyond its control such as legal implications, accidents, illegal actions of the Engineers/Technical Assistants deployed, etc., or for any reason whatsoever.
16. The scope of service is liable for alteration by way of deletions or additions at the discretion of the Department.
17. The Department including the authorized Officers of the Department shall have the power to issue notice in writing and to instruct/direct the agency to make alterations/variations in the assigned work/change the deployed staff.
18. The Agency shall obey all relevant Central, State and local regulations and enactments pertaining to contract personnel and the Commissioner of Commercial Taxes shall have the right to inquire into and decide all complaints on such matters.
19. All compensations or other sums of moneys payable by the Agency to the Department under the terms of this contract may be deducted from its security deposit or from any sums that may be due or may become due to the Agency by the Department on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the Agency shall, within 10 days thereafter make good the shortfall in the security deposit referred to above.
20. If the Agency fails to provide the Engineers/Technical Assistants services satisfactorily during the currency of the contract, the Department shall have the power to enter upon and take possession of the works and engage any other person, firm or agency to complete the work. Any extra cost incurred by the Department due to such failure on the part of the Agency shall be recovered from the Agency.
21. The Agency will be held responsible for all the acts of the Engineers/Technical Assistants with all risks arising from carelessness, negligence or damage or loss by theft, pilferage etc. and the agency shall undertake to compensate the losses arising from such acts of Engineers/Technical Assistants to all the concerned including Commercial Taxes Department.

- 22.** The Agency shall arrange a training program/workshop to the Engineers/Technical Assistants at the beginning of the contract to make them understand the nature of work they shall carry by inviting the experts in the field and officers of the Commercial Taxes Department.

**23. Other Contractual Obligations of the successful bidder, namely, the service provider:**

The following are the general terms and conditions proposed to be included in the Contract to be signed by the successful bidder and CTD. However, they are not exhaustive 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:-

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

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

**23.3.** 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.

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

**23.5.** The successful bidder shall ensure the confidentiality in the matters dealt with the department and ensure that no Engineer or TA divulges any details to any one except to the officer / team-leader concerned.

**24. BREACH OF TERMS AND CONTRACT:**

The following acts on the part of the agency will constitute breach of contract:

- 24.1.** Failure to deploy the required number of Engineers/Technical Assistants within the prescribed time limit.
- 24.2.** Deficiency of any services enumerated in clause 2 (scope of service) not replacing the persons in place of absentees, underperformers, persons suspected of carrying out fraudulent transactions etc. whenever such requests are made by the Department.
- 24.3.** Disruption in work due to non providing of any services enumerated in clause 6 within the time requested.

## **25. PENALTIES:**

It is open to the Department to initiate the following penal actions against the agency on breach of any of the above terms:

**25.1.** At first instance to issue warning notice clearly narrating the incident of breach asking the agency to submit its explanation and the action the agency is proposing to avoid repetition of such incident.

**25.2.** On the second instance to impose a penalty not exceeding Rs.25,000/-.

**25.3.** On subsequent instances to impose of penalty of Rs.50,000/- .If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD/SD.

**25.4.** This does not preclude the Department from directly recovering attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposit.

## **26. REPLACEMENT OF PERSONNEL:**

The agency will provide replacement for the person who is found unsuitable/remain absent, in the event of sickness, etc. at its own cost.

## **27. DURATION AND TERMINATION OF CONTRACT:**

The duration of the contract is for a period of 12 months, extendable for further period of 12 months or any other period by mutual consent. However, the contract can be terminated by either party on three month's written notice.

## **28. PREMATURE TERMINATION OF THE CONTRACT:**

If the services of the personnel deployed by the Agency are found not satisfactory and if any one of the conditions of the contract agreement is violated, the Department reserves the right to terminate the contract prematurely without assigning any reason therefor. In case of any dispute the jurisdiction of the court shall be at Bangalore.

## **29. SECURITY DEPOSIT/PERFORMANCE SECURITY:**

**30.1.** On being informed, 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 tender.

**30.2.** The Agency shall deposit an amount equivalent to 5% of contract amount as security deposit/performance security in the form of Bank Guarantee/Deposit at the time of entering into agreement. The same shall be refunded to the Agency after successful completion of service contract assignment.

**30.** In case any dispute or difference arises between the Department or its representative and the Agency on any matter within the scope of this contract, then either party shall forthwith give written notice of such dispute or difference to the other party and such dispute or difference shall be referred to the Commissioner of Commercial Taxes (Karnataka), whose decision will be final.

**31.** To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure

and carrying out the work, the decision of the Commissioner of Commercial Taxes (Karnataka) shall be final and binding on the Agency.

32. The Department reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide Engineers/Technical Assistants on the same terms and conditions of the contract during the extended period in the event of any extension given.
33. If any loss or damage is caused to the Department by non-compliance of the obligations under this agreement by the Agency, the Agency is liable to make good such losses and the Department shall be entitled to recover the same from the Agency.
34. The arrangement between the agency and the Department is on Principal to Principal basis and neither of them shall be treated as the agent of the other.
35. The agency should carefully examine the risks and responsibilities involved and offer the rates. Once the rates are accepted, the Department will make payments to the agency at the same rate and will not entertain any other claim of agency for any reason of whatsoever. The rates offered should be all inclusive including service tax and such other statutory obligations.

**36. 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 Agreement-C

**37. 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:

**37.1.** If the bidder fails to depute the personnel as in clause 3 above within the period specified in the Work Order (P.O) or within any extension thereof granted if any, by CTD.

**37.2.** If the bidder fails to perform any other obligation(s) under the Contract, CTD may procure the same unrendered service from other service providers and charge all related expenses on the agency. However, the bidder shall continue performance of the Contract to the extent not terminated.

**38. 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.

**39. Force majeure :**

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

**40. Payment terms :**

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

**40.1.** Request for payment shall be made by the successful bidder, namely service provider by submitting invoices at the end of each quarter.

**40.2.** Payment will be made at the contracted rates on a quarterly basis, upon close of the quarter, within 15 days from the date of receipt of invoice.

**40.3.** Payment for the subsequent quarter will be made after deducting the penalty levied in terms of clause 25 above.

**41 Bank Guarantee :**

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

**41.2.** The guarantee shall be denominated in the currency of the Contract and shall be by Bank Guarantee.

**41.3.** This Bank Guarantee will be for an amount of 5% of the total cost of the contract. All charges whatsoever such as premium, commission etc. with respect to obtaining the Bank Guarantee shall be borne by the bidder.

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

**41.5.** The Bank Guarantee shall be discharged / returned by CTD upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Bank Guarantee.



**41.6.** In the event of the bidder being unable to service the contract for whatever reason, CTD shall revoke the Bank Guarantee. CTD shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

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

**41.8.** On acceptance of Bank Guarantee, the service provider shall commence the work with in such time and in such manner as referred by CTD.

## **42. 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.

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**Schedule – 1**  
**Self-confirmation of the tenderer for PQR Evaluation**

1. Confirmation for having experience of providing similar services for minimum period of 3 years (please tick whichever is applicable) : Yes/No

29. List of department/organization/undertaking/corporation where similar services have been provided during the last 5 years.

- a) Name & address of the department/organization/undertaking/corporation .
- b) Designation of official certifying the service.
- c) Last three years details.

Year	Approximate bill value in Rs.	Whether reflected in the balance sheet
2007-08		
2008-09		
2009-10		
2010-11		
2011-12		

**Note:** If services are provided for more than one organization, give consolidated details for all in the above format.

3. Office details in Bangalore including the name of the contact person, designation, e-mail id and telephone number :

Signature with name and designation with reference to the Bidder

## Schedule – 2

### Price Bid

Particulars	Amount Inclusive of all ( to be quoted by the bidder in Rupees )
Providing technical support to run and maintain the IT infrastructure in all the offices and check-posts of Commercial Taxes Department (CTD) located across the State of Karnataka for a period of 12 months from 01.8.2012.	

Date:

Place:

Note: Bidder shall enter only the total amount for providing the required services for 12 months in e- Procurement Portal

GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES (KARNATAKA)

**Procedure for submitting tender.**

Tenders in two cover/two parts system duly uploaded by the Registered Technically Competent Agencies will be received by the Additional Commissioner of Commercial Taxes (GST) for the following:

1. Nature of Service: **Providing technical support to run and maintain the IT infrastructure in all the offices and check posts of commercial taxes department situated across the state .**
2. EMD: Rs. 5 Lakhs
3. The bidders can view the tender details from the websites – <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in> For further information, please contact help desk phone number 080-22208402.
4. Tender documents shall be submitted online at e-Procurement portal.
5. The participating bidders will have to pay Earnest Money Deposit (EMD) of five lakhs rupees to be paid through e-Procurement portal through any one of 04 modes i.e. Credit Card, Internet Bank (Direct Debit), NEFT (National Electronic Fund Transfer) or OTC (remittance at the bank counter).
6. The validity of the offer shall remain open for a period of ninety days from the date of opening of tenders (financial bids). If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the tender, then the tender inviting authority shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.
7. Final acceptance of the tender rests with the Commissioner of Commercial Taxes (Karnataka) who reserves the right to accept or reject any or all tenders without assigning any reason therefor.
8. Submission of the tender by the Agency implies that these conditions of contract have been read and is aware of the scope of the service and the number of Engineers/Technical Assistants to be deployed.
9. Tenders not submitted in the prescribed form will be rejected. Tenders which propose any alterations in the service specified or containing other conditions of any sort will be rejected.
10. **Security Deposit:** The successful Agency should pay Security Deposit equivalent to 5% of the value of the contract amount put to tender for due performance of the contract.
11. The successful agency is liable to comply with all laws applicable, including labour laws.
12. The successful tenderer shall attend the office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful tenderer to execute the contract agreement within 15 days from the receipt of written communication of letter of acceptance to this effect, would entail rejection of tender and forfeiture of EMD.
13. Applicable taxes, as per rules in force will be deducted from the bills payable to the agency.
14. Rejected Bidder's EMD shall be refunded.

GOVERNMENT OF KARNATAKA  
COMMERCIAL TAXES DEPARTMENT  
OFFICE OF THE COMMISSIONER OF COMMERCIAL TAXES (KARNATAKA)

Letter of undertaking- B

To:

The Commissioner of Commercial Taxes  
(Karnataka), Vanijya Therige Karyalaya,  
Kalidasa Road, Gandhinagar,  
**BANGALORE – 560009.**

Sir,

**TENDER FOR PROVIDING TECHNICAL SUPPORT TO RUN AND  
MAINTAIN THE I T INFRASTRUCTURE IN ALL THE OFFICES  
AND CHECK POSTS OF COMMERCIAL TAXES DEPARTMENT  
SITUATED ACROSS THE STATE.**

I/We ..... do hereby tender for providing technical support to run and maintain the IT Infrastructure of Commercial Taxes Department in all the offices and check posts situated across the State as per the quoted rates and in all respects in accordance with the conditions applicable.

**NATURE OF SERVICE: PROVIDING TECHNICAL SUPPORT TO RUN AND  
MAINTAIN THE I T INFRASTRUCTURE IN  
ALL THE OFFICES AND CHECK POSTS OF  
COMMERCIAL TAXES DEPARTMENT SITUATED  
ACROSS THE STATE.**

I/We have paid an amount of Rs. 5 lakhs through Credit Card/Internet Bank/NEFT/OTC towards EMD. I /we are aware that the EMD will not bear any interest. Should my/our tender is accepted, I/ we agree to pay 5% of contract value towards security deposit for the due fulfillment of the contract.

If this tender is accepted, I/we agree to abide by and fulfill all the terms and conditions of the contract or in default thereof pay to the Commercial Taxes Department the sum of money mentioned in the said contract without prejudice to any other right of the Commercial Taxes Department.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender, I/We have carefully followed the instructions and I/we have made examination of contract documents and locations where the Engineers/Technical Assistants are to be provided.

I/We distinctly agree that I/we would hereafter make no claim or demand upon the Commercial Taxes Department based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address given herein.

I/We fully understand the terms and conditions of the contract to be entered into between me/us and the Commercial Taxes Department and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the Commercial Taxes Department.

Dated this ..... day of .....2012

Signature

**(AGENCY)**

## DECLARATION -A

(To be given by the Bidder at the time of uploading the completed tender)

To:

The Commissioner of Commercial Taxes  
(Karnataka), Vanijya Therige Karyalaya,  
Kalidasa Road, Gandhinagar,  
**BANGALORE – 560009.**

Sir,

NATURE OF SERVICE:

Providing technical support to run and maintain the IT infrastructure in all the offices and check-posts of Commercial Taxes Department (CTD) located across the State of Karnataka for a period of 12 months from 01.8.2012.

I/We have read the Tender documents and related matters carefully and diligently and that I/We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

I have uploaded the documents as required in clause 1(i) to 1(iv) of the notification as per the requirement for submitting the pre qualification requirements (PQR).

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction of the Commissioner of Commercial Taxes (Karnataka)

Signature with name and designation with reference to the Bidder

## AGREEMENT-C

### NON DISCLOSURE AGREEMENT

**THIS AGREEMENT** made and entered into at Bangalore on this the.....day of.....2012 between **Commercial Taxes Department**, having its Head Office on 1<sup>st</sup> Main Road, Gandhinagar, Bangalore-560 009, hereinafter called the “**CTD**” which term shall wherever the context so requires includes its successors and assigns

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

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

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

Confidential information-

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

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

#### **1. Use of Confidential Information-**

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

**2. The firm shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons**



**in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above.**

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

#### **Exemptions**

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

- i. Is already known to the receiving party (ie the party receiving the information) at the time of the disclosure without an obligation of confidentiality
- ii. Is or becomes publicly known through no unauthorized act of the receiving party
- iii. Is rightfully received from a third party without restriction and without breach of this agreement
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

#### **4. Term**

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

#### **5. Title and Proprietary rights**

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

#### **6. Return of confidential information:**

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

#### **7. Remedies:**

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

#### **8. Entire agreement-**

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supercedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent

of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

#### **9. Indemnity-**

The firm agrees to keep confidential all information concerning the Department that could be considered as "Confidential Information". The firm agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the Firm would indemnify and keep the Department indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Department may incur or suffer any damage to its property or reputation or otherwise howsoever as part of the assignment or other related jobs entrusted and done by the firm. The firm agrees that the amount of compensation as decided by the Department will be final. The firm agrees that the above compensation payable is in addition to any other right or remedy available to the Department due to the breach of the covenants contained in this agreement including disclosure of confidential information.

#### **10. Severability**

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

#### **11. Dispute resolution mechanism:**

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

#### **12. Jurisdiction**

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

#### **13. Governing laws**

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

Signatories