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TENDER DOCUMENT

Tender No. B11 – 3 – 101 / 2010 / CT
G.O. (Ms) No. 28 / 2010 / TD Dated 02.02.2010

MAINTENANCE OF THE KVATIS SOFTWARE IN THE COMMERCIAL TAXES DEPARTMENT

THE COMMERCIAL TAXES DEPARTMENT
GOVERNMENT OF KERALA
Public Office Building
Thiruvananthapuram
Tel: 0471 – 2321252, 2321281
Fax: 0471 - 2335427, 2325854
e-mail : cctker@yahoo.com

Note: Soft copy of this tender document is available at the website www.keralataxes.gov.in for the use of bidders'. The tender shall be submitted in original with separate printouts of the filled up formats duly attached with the original document. Any changes made in the content of the tender Document in any form will be considered as non-responsive offer

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1. NOTICE INVITING TENDER

**Tender No. B11 – 3 – 101 / 2010 / CT
G.O. (Ms) No. 28 / 2010 / TD Dated 02.02.2010**

Commissioner, The Commercial Taxes Department, Government of Kerala invites sealed tenders from reputed firms for:

MAINTENANCE OF THE KVATIS SOFTWARE

A Non-Refundable Tender Fee of Rs. 20,000 /- + 4 % VAT + cess (Rupees twenty thousand only + 4% VAT+ Cess) should be submitted along with the bid in the form of Demand Draft in favour of Commissioner, The Commercial Taxes Department, payable at Thiruvananthapuram.

A Refundable Earnest Money Deposit of Rs.2, 00, 000/- (Rupees two lakhs only) should be submitted along with the bid in the form of Demand Draft in favour of Commissioner, The Commercial Taxes Department, payable at Thiruvananthapuram.

An agreement in Kerala Government stamp paper of value Rs.100, in the format specified in ANNEXURE - II, duly filled and signed should be submitted along with the bid.

The tender should be submitted in original with separate printouts of the filled up formats duly attached with the original document, along with all relevant documents in support of the eligibility and technical criteria.

Important Dates & Time of the Tender

Event	Date	Time
Publication of Tender document at the website www.keralataxes.gov.in	10.02.2010	4.00 pm
Publication of Tender notice in news papers	11.02.2010	
Pre-bid meeting	06.03.2010	3.00 pm
Submission of tender	20.03.2010	4.00 pm
Opening of Sealed Tenders & Pre-Qualification Bids	22.03.2010	3.30 pm
Opening of Sealed Technical Bids	23.03.2010	10.00 am
Opening of Sealed Commercial Bids	30.03.2010	3.00 pm

Note:- Venue at the chamber of Commissioner, The Commercial Taxes Department, Public Office Building, Thiruvananthapuram.

The Tender Document shall be available only on the Internet and shall not be available for sales elsewhere.

Requests for clarifications shall be sent by e-mail to the undersigned, so as to reach him 24 hours before the pre-bid meeting. All clarifications will be made in the pre-bid meeting.

The undersigned reserves all rights to amend or cancel the tender without prior notice at any point of time

Commissioner
The Commercial taxes Department
Public Office Building
Thiruvananthapuram
Tel : 0471 – 2321252 , 2321281
Fax : 0471 – 2335427, 2325854
e-mail : cctker@yahoo.com
Website : www.keralataxes.gov.in

2. INSTRUCTIONS FOR PREPARING AND SUBMITTING THE TENDER DOCUMENT

2.1 How to prepare the tender document

- Download the tender document from the website www.keralataxes.gov.in.
- Read the entire document and sign all the pages of the document.
- Prepare the Pre-qualification bid with the following contents, enclose and seal them in a cover labeled 'PRE-QUALIFICATION BID':
 - ✓ *Signed copy of the downloaded tender document.*
 - ✓ *Filled up and signed Pre-qualification format specified in Section – 6.*
 - ✓ *Instruments for Tender Fee and Earnest Money Deposit.*
 - ✓ *Agreement in Rs.100/- Kerala Government Stamp Paper duly filled and signed by the bidder.*
 - ✓ *Attested copies of the documents specified in Section – 6, in proof of the Eligibility Criteria.*
- Prepare the Technical bid with the following contents, enclose and seal them in a cover labeled 'TECHNICAL BID':
 - ✓ Filled up and signed Technical bid format specified in Section – 7.
 - ✓ Attested copies of the documents in proof of the Technical Criteria specified in Section – 7.
- Prepare the Financial bid with the following contents, enclose and seal them in a cover labeled 'FINANCIAL BID':
 - ✓ Filled up and signed financial bid format specified in Section – 8.
- Prepare the Tender with the following contents, enclose them in a cover labeled 'MAINTENANCE OF THE K VATIS SOFTWARE' and seal the cover.
 - ✓ Pre-qualification bid
 - ✓ Technical bid
 - ✓ Financial bid
- The Bids shall be typed or printed and shall be signed by the bidder or a person or persons, duly authorized by the bidder. The person or persons signing the bid shall sign all pages of the bid and affix the office seal.

2.2 How to Submit the tender document

Submit the tender to the Commissioner, The Commercial Taxes Department, Government of Kerala, Public Office Building, Thiruvananthapuram, either by hand delivery or by registered post, so as to reach him on or before the last date and time, as specified in the Tender Notice.

3. GENERAL CONDITIONS

3.1 Who can participate in the tender

- Companies who fulfill the Eligibility criteria specified in Section – 6 shall submit the tender.
- The bidder or a consortium of maximum 3 constituents including the bidder fulfilling the Technical criteria.

3.2 Pre-bid meeting and clarifications

- A pre-bid meeting will be held on the specified date and time, at the office of the Commissioner.
- Bidders shall send their questions by e-mail so as to reach the Commissioner 24 hours before the commencement of the pre-bid meeting.
- Such bidders can depute a maximum of 2 representatives, for attending the pre-bid meeting.
- All questions will be clarified in the pre-bid meeting and the same will be published at the website www.keralataxes.gov.in.

3.3 Period of the contract

- The contract will be for one year from the date of signing the contract. The existing AMC will be expired on 31.05.2010.

3.4 Communication regarding award of contract and acceptance

- Communication regarding the award of contract will be sent to the successful bidder from the Office of the Commissioner by e-mail (cctker@yahoo.com) and also registered post. Receipt of this communication shall be acknowledged by the recipient by return. The date of e-mail will be treated as the date of communication.
- On receipt of the above communication, the awardee shall send his unconditional acceptance in the format specified in ANNEXURE – 1, and execute an agreement and performance bank guarantee of 10 % of the contract value, from any nationalized bank for the tenure of the contract, within 15 days from the date of communication

3.5 Start of the contract and service level monitoring

- Start of the contract shall be from the date of agreement.
- Service Level Monitoring shall start after 15 days from the start of the contract.
- Monthly service level reports shall be prepared.
- Quarterly service level report and penalty statement shall be furnished to the Commissioner.

3.6 Payments and penalties

- Payments shall be on a quarterly basis, at the end of each quarter.
- Penalty shall be deducted from the quarterly payments.
- If penalty exceeds the quarterly payment, bank guarantee will be invoked and the contract will be terminated.

4. DETAILS OF MODULES AVAILABLE IN THE KVATIS SOFTWARE

4.1 KVATIS Intranet Modules

SI No.	Module Name
1	Dealer Information System
2	Return Processing System
3	Check Post Management System
4	Enforcement & Raid System
5	Dealer Audit Assessment System
6	Penalty and Offences System
7	Tax Accounting System
8	Appeals and Revision System
9	Recovery System
10	Refunds System
11	Employee Information
12	Kiosk and Web Enabled System
13	Masters
14	Management Information System

4.2 Intranet Application

1. Intranet Application (Within 280 Commercial Tax Offices, approx. 6000 Users)	
Module	Functionalities
1.Dealer Information	New Registration
	Duplicate Registration
	Renewal of Registration
	Cancellation of Registration
	Suspension of Registration
	Permit Issue
	Duplicate Permit
	Permit Renewal
	Amendment in Registration Details
	PIN to TIN and TIN to PIN Transfer
	CST Details
	Officer wise File Allocation
	Office wise Reports
	2>Returns
Return Filing (Back Office)	
Return Filing (Detailed Entry)	
Upload Returns (Web to Office)	
Return Verification (Scrutiny)	
Advance Tax Payment	
Advance Tax Utilization	
ITC on Capital Goods Proceedings	
Defaulter Generation	
Fresh Returns	
Dealer Trade Grouping	
Commodity Group	
TIN – Return type linking	
Office wise Reports	
3.Check Post	Acceptance of e-Consignment Declarations
	Acceptance of Advance Tax – e-Payment / e-Declaration

	Verification
	Exit Token
	Offence Booking
	Payment Compliance
	Release
	Seizure and Auction
	Issue of Notices
	Advance Tax Remittance
	Office wise Reports
4.Enforcement & Raid	Complaint Registration
	Investigation
	Team Deployment
	Shop Inspection
	En-route Inspection
	Payment Compliance
	Advance Tax Remittance
	Officewise Reports
5.Audit Assessment	Audit Selection
	Authorization
	Audit Certificate
	Audit Review
	Assessment Details
	Hearing
	Adjournment Details
	Demand Details
	Notices
	Office wise Reports
6.Penalty and Offences	Case Details
	Summons / Hearing
	Order
	Prosecution
	Case Transfer to Audit
	Office wise Reports
7.Tax Accounting	Payment

	Treasury Dispatch
	Print Cheque Register
	Cheque Realization
	Cash Receipt Realization
	Dishonored Cheques
	Scroll
	Office wise Reports
8.Appeals & Revision	Filing of Appeal / Revision
	Filing of Interlocutory
	Verification
	Impleading Application
	Abatement of Appeal
	Hearing
	<i>Suo-motto</i> Revision
	Appellate Tribunal
	Settlement Commission
	Court
	Office wise Reports
9.Recovery	Arrear Notice
	Recovery Action
	Recovery Controls
	Office wise Reports
10.Refunds	Application for Refund
	Detail Entry (21B/ 21C/ 21CC/ 21D/ 21E)
	Verification
	Refund Order
	Office wise Reports
11.Employee Information	Employee Master
	Security Master
	Designation Master
	Employee Details - Relieving / Promotion / Suspension / Leave / Retirement
	Web / User Passwords - Grant / Revoke / Reset
	Office wise Reports
12.Masters	Accounts

	Notice Types
	Offices
	Schedules
	Commodities
	Banks
	Publications
	Offence Types
	Transports
	Treasuries
	Applications
	Audit
	Payment Purposes
	Crime Nature
	Gen Codes
	Compounding Schemes
	Office wise Reports
13.Kiosk	Registration Application / Detail Entry
	Return Filing / Detail Entry
	Check Post Declarations
	Dealer Information - Dealer Details / Demand Details / Return Details / Cheque Details / Check Post Details
	Application for Touch Screen - Dealer Details / Demand Details / Return Details / Cheque Details / Check Post Details
14.Management Information	Dealer Information
	Returns
	Check Post
	Enforcement & Raid
	Penalty
	Audit Assessment
	Appeals
	Recovery
	Refunds
	e Returns
	Employee Performance
	Any additional management reports required for the department

4.3 Internet Application

2. Internet Application (For use of approx. 1,60,000 Dealers)	
1. e Filing Returns	Form 10 (VAT)
	Form 10A (Presumptive)
	Form 10B (Works Contract)
	Form 10C (Awarders)
	Form 10D (Compounding Quarterly)
	Form 10DA (Compounding Monthly)
	Form 10E (Casual Traders)
	Form 10F (Government)
	Form 11A (Parcel Agencies)
	Form 11B (Banks)
	Sales Purchase Invoice Application (Separate applications in Excel & Open source Office with Macros)
	Uploading of Sales /Purchase Invoice Files (in text)
	Print Return / Acknowledgement Receipt
	Akshaya / Authorized centers – e-Filing facility
2.e Payment	VAT, CST, KGST Taxes
	Advance Tax
	Registration renewal
	Generation of e-Challan with Bank reference & Treasury Sequence Number
	Integration support with Treasury software, as part of e-Payment
	Integration support for e-Payment with the existing Banks - SBI/SBT
	Integration of e-Payment with new Banks in future.
3. Statutory Forms Downloading	Downloading of Forms C, E, F, H
	Utilization of Forms C, E, F, H
	Generation of Reports of Form downloading details for posting in the Official website
	Integration support with TINXSYS
4. e Consignment Declarations	Declaration Details
	Print Declaration / Acknowledgement Receipt
5. TIN Search	TIN Search facility from www.keralataxes.gov.in
6. TINXSYS	Data migration from KVATIS

4.4 DEVELOPMENT TOOLS

- ✓ IDE: Oracle J Developer 9.0.5.1
- ✓ Reports: Oracle 10g Report Builder
- ✓ Database: Oracle 10g DB 10.2.0.1.0
- ✓ Tools: Java, JSP, Java Script, PL SQL, Oracle Beans, VB Macros.
- ✓ Other Utilities: PL SQL Developer / Visual Source Safe

5. SCOPE OF WORK AND SERVICE LEVEL REQUIRED

5.1 Maintenance of the KVATIS software

5.1.1 Scope of work

- a. Bug fixing and Change Requests of the existing software.
- b. Database and application tuning for the existing and new modules.
- c. Version control of the existing and new modules.
- d. Proper Testing of the change requests that are implemented.

5.1.2 Service level

- a. Bug fixing : Maximum 24 hours
- b. Implementation of Change Requests : Maximum 7 days.
- c. Testing of Change Requests : Before deployment, as per the test cases

5.1.3 Penalty

- a. Bug fixing : Rs. 500 per day / part exceeding 24 hours.
- b. Change Requests : Rs. 1000 per day / part exceeding the schedule.
- c. In a scenario where the users are affected by the slow performance of the KVATIS Application, if the reason for interruption is traced out to be due to the improper maintenance / tuning of the Application, penalty shall be Rs. 10,000 per day.

6. ELIGIBILITY CRITERIA AND FORMAT OF THE PRE-QUALIFICATION BID

6.1 Eligibility Criteria

1. Turn over 2007-08 /2008-09 : Rs.50 Crore or above
(Audited Financial Statement shall be furnished)

2. Consortium : Not more than 3 firms.
(Consortium agreement shall be furnished)

3. Certification : Valid ISO certificate
(Copy of the ISO certificate shall be furnished)

4. VAT registration : Valid registration in any state in India
(Copy of the VAT registration certificate shall be furnished)

5. PAN Registration
(Copy of PAN card shall be furnished)

6. Experience in development of software: 3 years minimum experience
in development of software of similar magnitude.
(Copy of the agreement shall be furnished)

6.2 Format of the Pre-qualification Bid

Eligibility criteria	Whether complied	Whether attested copy of the relevant certificate enclosed	Details of the certificate enclosed
1			
2			
3			
4			
5			
6			

7. TECHNICAL CRITERIA AND FORMAT OF THE TECHNICAL BID

7.1 Maintenance of the KVATIS Software

7.1.1 Technical criteria

1. The bidder should have valid CMM 5 / CMMI 5 certification.
2. The bidder should have a minimum two regular employees having each of the following proficiency certification.
 - ✓ ORACLE 10G OCP CERTIFICATION FOR DBA
 - ✓ SUN CERTIFIED JAVA PROGRAMMER
 - ✓ SUN CERTIFIED ENTERPRISE ARCHITECT
3. The bidder should have experience in the development and maintenance of 3-tier and above (Database layer, Application Server layer, Browser layer) & J2EE enterprise applications.
4. The bidder should have received at least 2 orders for the development / maintenance of enterprise applications worth minimum Rs.50 lakhs each, during the last 3 years.
5. The support team having necessary skills as mentioned under clause 4.4 (Development tools) shall be stationed at The Commercial Taxes Headquarters for maintaining the KVATIS Application.

7.1.2 Format of the Technical Bid

Eligibility criteria	Whether complied	Whether attested copy of the relevant certificate enclosed	Details of the certificate enclosed
1			
2			
3			
4			
5			

8. FORMAT OF THE FINANCIAL BID

Name of service	All inclusive charges for one year (Rs. In lakhs)
MAINTENANCE OF THE KVATIS SOFTWARE	

9. SPECIAL TERMS AND CONDITIONS

1. The bidder shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement.
2. Every tender should be accompanied by an agreement as per the prescribed format in ANNEXURE-2, in Kerala Government Stamp Paper worth Rs.100/-.
3. Commissioner, The Commercial Taxes Department, Government of Kerala, reserves all rights to reject the tender without recording any reason thereof.
4. General Store Purchase Rules will be applicable in all cases.
5. No tender received after the specified date and time will be accepted on any account.
6. The offer of the tender will remain valid for 90 days, from the date of opening of the Tender.
7. If any bidder withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will be forfeited to the Government and such other action will be taken against him as Government think fit .
8. The successful bidder should be prepared to guarantee satisfactory performance by providing bank guarantee for an amount of 10% of the bid amount, from a nationalized bank. The bank guarantee will be released on expiry of the contract, unless it is revoked otherwise on grounds of valid reason.
9. The Contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate, the execution of the contract or any part thereof without the consent, in writing, of the Commissioner, The Commercial Taxes Department, who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time, if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
10. In case the contractor becomes insolvent, or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors, for the settlement of his debts, carries on his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his performance guarantee, the contract shall, thereupon, after notice given by the Commissioner, The Commercial Taxes Department, to the Contractor be determined and the Department/Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the Government by any breach of contract by the contractor shall be paid by the contractor to the Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
11. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court of competent jurisdiction in Thiruvananthapuram.
12. Any sum of money due and payable to the contractor under this contract may be appropriated by the Commissioner, The Commercial Taxes Department or

Government or any other person authorized by Government and set off against any claim of the Commissioner, The Commercial Taxes Department or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Commissioner, The Commercial Taxes Department or Government or any other person authorized by Government. Any sum of money due and payable to the successful bidder or contractor from the Government shall be adjusted against any sum of money due to the Government from him under any other contracts.

13. Every notice hereby required or authorized to be given maybe either given to the contractor personally or last known place of business, or may be handed over to his agent personally, or may be addressed to the contractor by post or e-mail at his usual or last known place of business and if so addressed and posted shall be deemed to have been served on the contractor on the date on which, in the ordinary course, a communication so addressed would reach his place of business.
14. No representation for enhancement of rates once accepted will be considered.
15. Bidders should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
16. The prices quoted should be inclusive of all taxes, which are or may become payable by the contractor under existing or future law or rules of the country of origin supply or delivery during the course of execution of the contract.
17. Special conditions, if any, of the bidders attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the Commissioner, The Commercial Taxes Department, Government of Kerala.
18. Each page of this document should be signed by the bidder in token of acceptance of the conditions of this tender.

The tenders submitted without fulfilling the conditions as stated above will be summarily rejected.

TENDER CONDITIONS ACCEPTANCE LETTER

To,

**The Commissioner,
The Commercial Taxes Department,
Public Office Building
Thiruvananthapuram**

Sub: Acceptance of Terms & Conditions of Tender

**Name of Work: - MAINTENANCE OF THE KVATIS SOFTWARE IN THE
COMMERCIAL TAXES DEPARTMENT**

Tender No: B11 – 3 - 101 / 2010/CT

Dear Sir,

1. The tender document for the works mentioned above have been obtained by me from www.keralataxes.gov.in, the official site of Kerala Commercial Taxes Department and I / we hereby certify that I / we have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / we shall abide by the conditions / clauses contained therein.
2. I / we hereby unconditionally accept the tender conditions of Commercial Taxes Department tender document in its entirety for the above work.
3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions in the tender enclosed in envelopes "Pre-Qualification Bid", "Technical Bid" & "Commercial Bid" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening the envelopes, I / we agree that the tender shall be rejected and Commercial Taxes Department shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

Yours Faithfully,

(Signature of the Bidder)

Date:

with rubber stamp.

ANNEXURE-2
AGREEMENT

(To be submitted on Kerala Government Stamp Paper of Rs.100/-)

ARTICLES OF AGREEMENT executed on this theTwo thousand and nine andbetween the Governor of Kerala (hereinafter referred to as "the Government") of the one part and Shri.....(H.E. name and address of the tenderer) hereinafter referred to as 'the bounden') of the other part.

Whereas in response to the notification No B11-3-101/2010/CT dated the bounden has submitted to the Government a tender for the items specified therein subject to the terms and conditions contained in the said tender;

Whereas the bounden has also deposited with the Government a sum of Rs. as Earnest Money Deposit for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Government.

Now these presents witness and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Government and the Contract for the MAINTENANCE OF THE KVATIS SOFTWARE is awarded to the bounden, the bounden shall within 15 days of acceptance of his tender execute an agreement with the Government incorporating all the terms and conditions under which the Government accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Government shall have power and authority to recover from the bounden any loss or damage caused to the Government by such breach as may be determined by the Government by appropriating the Earnest Money Deposit deposited by the bounden and if the Earnest Money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Government may deem fit.

In witness whereof Shri.....(H.E. name and designation) for and on behalf of the Governor of Kerala and Shri..... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri.....(date).....

In the presence of witnesses:

1.
2.

Signed by Shri.....(date).....

In the presence of witnesses:

- 1.....
- 2.....