

# **TENDER DOCUMENT**

**Tender No.B11 – 3 – 3804 / 2009**

**G.O (Ms) No.20/2009/TD Dt.29.1.2009**

## **MAINTENANCE OF THE KVATIS SOFTWARE IN COMMERCIAL TAXES DEPARTMENT**

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

Note: Soft copy of this tender document is available at [www.keralataxes.in](http://www.keralataxes.in) for bidders' use. The tender shall be submitted in original with separate printouts of the filled up formats duly attached with the original document. 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 – 3804 / 2009  
G.O (Ms) No.20/2009/TD Dt.29.1.2009

The Commissioner, 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 /- + 12.5 % VAT + cess (Rupees twenty thousand only + 12.5% VAT+ Cess) should be submitted along with the bid in the form of Demand Draft in favour of The Commissioner, 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 The Commissioner, Commercial Taxes Department, payable at Thiruvananthapuram.

An agreement in Kerala Government stamp paper of value Rs.100, in the format specified in the government prescribed tender format 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 <a href="http://www.keralataxes.in">www.keralataxes.in</a>	29-1-2009	4.00 P.M.
Publication of Tender notice in news papers	30-1-2009	
Submission of tender	28-2-2009	3.00 P.M.
Pre-bid meeting	6-2-2009	4.00 P.M.
Opening of Sealed Tenders	28-2-2009	3.30 P.M.
Opening of Sealed Pre-Qualification Bids	28-2-2009	3.30 P.M.
Opening of Sealed Technical Bids	28-2-2009	4.30 P.M.
Opening of Sealed Commercial Bids	2-3-2009	11.00 A.M

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

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  
Commercial taxes Department  
Public Office Building  
Thiruvananthapuram  
Tel:0471 – 2321252 , 2321281  
Fax: 0471 - 2335427,2325854  
email : [cctker@yahoo.com](mailto:cctker@yahoo.com)  
website : [www.keralataxes.in](http://www.keralataxes.in)

## 2. INSTRUCTIONS FOR PREPARING AND SUBMITTING THE TENDER DOCUMENT

### 2.1 How to prepare the tender document

- Down load this tender document from [www.keralataxes.in](http://www.keralataxes.in).
- Read carefully all pages and sign all pages.
- Prepare the Pre-qualification bid with the following contents, enclose them in a cover labeled 'PRE-QUALIFICATION BID' and seal the cover.
- Signed copy of the down loaded 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 them in a cover labeled 'TECHNICAL BID' and seal the cover.
- Filled up and signed Technical bid format specified in Section – 7.
- Attested copies of the documents specified in Section – 7 in proof of the Technical Criteria.
- Prepare the Financial bid with the following contents, enclose them in a cover labeled 'FINANCIAL BID' and seal the cover.
- 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 KVATIS 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, 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 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 tenderer or a consortium of maximum 3 constituents including the tenderer shall fulfill 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.
- Vendors shall send their questions by e-mail so as to reach the Commissioner 24 hours before the commencement of the pre-bid meeting.
- Such vendors can depute maximum 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 [www.keralataxes.in](http://www.keralataxes.in).

#### **3.3 Period of the contract**

- The contract will be for 3 years from the date of signing the contract.

#### **3.4 Communication regarding award of contract and acceptance**

- Communication regarding award of contract will be sent to the successful bidder from the Office of the Commissioner by e-mail (cctker@yahoo.com) and 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 contract and service level monitoring**

- Start of 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 quarterly basis at the end of each quarter.
- Penalty shall be deducted from the quarterly payments.
- If penalty exceeds 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 SOFTWARE

Module Name	Whether Under Warranty	Warranty Expiry Date
Return Processing System	Y	31-03-2009
Dealer Information System	Y	31-03-2009
Check Post Management System	Y	31-03-2009
Tax Accounting System	Y	31-03-2009
Dealer Audit Assessment System	Y	31-03-2009
Appeals and Revision System	Y	31-03-2009
Enforcement & Raid System	Y	31-03-2009
Penalty and Offences System	Y	31-03-2009
Refunds System	Y	31-03-2009
Recovery System	Y	31-03-2009
Kiosk and Web Enabled System	Y	31-03-2009

1. Intranet Application (Within 280 Commercial Taxes Offices, approx. 6000 Users)	
Module	Functionalities
1.Registration	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 (Front Office)
	Return Filing (Back Office)
	Return Filing (Detailed Entry)
	Upload Returns (Web to Office)
	Return Verification (Scrutiny)
	Advance Tax Remittance
	ITC on Capital Goods Proceedings
	Defaulter Generation
	Fresh Returns
	Dealer Trade Grouping
	Office wise Reports

3.Check Post	Data Capture of Declarations
	Verification
	Exit Token
	Offence Booking
	Payment Compliance
	Release
	Seizure and Auction
	Issue of Notices
	Advance Tax Remittance
	Office wise Reports
4.Enforcement	Complaint Registration
	Investigation
	Team Deployment
	Shop Inspection
	En-route Inspection
	Payment Compliance
	Advance Tax Remittance
	Office wise 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	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.Kiosks	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
15.Management Information	Dealer Information
	Returns
	Check Post
	Enforcement & Raid
	Penalty

	Audit Assessment
	Appeals
	Recovery
	Refunds
	e Returns
	Employee Performance
<b>2. Internet Application (For use of approx. 1,60,000 Dealers)</b>	
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 (In Excel with Macros)
	Uploading of Sales /Purchase Invoice Files (in text)
	Print Return / Acknowledgement Receipt
2.e Declarations	Declaration Details
	Print Declaration / Acknowledgement Receipt
3. TIN Search	TIN Search

## 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

## OTHER ACTIVITIES

- Periodical / daily meeting with department team /IT Management Cell.
- Co-ordination with other vendors.
- Enhancement in functionalities as per the Act / Rule Amendment.
- Training to department team (terms applicable).
- Clarification to KCTD user's / e-Filer's queries through phone calls/ emails.
- Analytical reports to Commissionerate.
- Instruction Manuals on functionalities.

## 5. SCOPE OF WORK AND SERVICE LEVEL REQUIRED

### 5.1 Maintenance of KVATIS software

#### 5.1.1 Scope of work

- a. Bug fixing 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. Providing 2 nos SCJP and 1 SCJ2EEP for developing new modules.

#### 5.1.2 Service level

- a. Bug fixing : Maximum 24 hours
- b. Modification : On mutually agreed schedule.
- c. Effort estimate for  
modifications / new modules : Maximum 15 days.

#### 5.1.3 Penalty

- a. Bug fixing : Rs. 500 per day / part  
exceeding 24 hours.
- b. Modification : Rs. 1000 per day / part  
exceeding the schedule.
- c. Effort estimate for  
modifications / new modules : Rs. 1000 per day / part  
exceeding the schedule.

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

### **6.1 Eligibility Criteria**

1. Turn over 2006-07 /2007-08 : Rs.50 Crore  
(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 Kerala  
( Copy of the VAT registration certificate shall be furnished)
  
5. PAN Registration  
( Copy of PAN card shall be furnished)
  
6. Presence in Kerala for IT business : 3 years  
( Copy of the certificate of incorporation / registration shall be furnished)

## 7. TECHNICAL CRITERIA AND FORMAT OF THE TECHNICAL BID

### 7.1 KVATIS Software Maintenance

#### 7.1.1 Technical criteria

1. The bidder should have valid CMM 5 / CMMI 5 certification.
2. The bidder should have minimum two regular employees having each of the following proficiency certification.
  - a. ORACLE DATABASE ADMINISTRATION
  - b. SUN CERTIFIED JAVA PROGRAMMER
  - c. SUN CERTIFIED ENTERPRISE ARCHITECT
3. The bidder should have experience in the development and maintenance of n-tier, J2EE enterprise applications.
4. The bidder should have received at least 2 orders for the development / maintenance of enterprise applications worth Rs.50 lakhs each during the last 3 years.

#### 7.1.2 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			

## 8. FORMAT OF THE FINANCIAL BID

Name of service	All inclusive charges for 3 years (Rs. In lakhs)
MAINTENANCE OF THE KVATIS SOFTWARE	

## 9. SPECIAL TERMS AND CONDITIONS

1. The tender shall have to pay all stamp duty, lawyers charges and other expenses incidental to the execution of the agreement.
2. Every tender should be accompanied by an agreement in the prescribed format prescribed in ANNEXURE-2 in Kerala Government Stamp Paper worth Rs.100/-.
3. The Commissioner, Commercial Taxes, reserves all right to reject 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 Tender.
7. If any tenderer 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 Government and such other action will be taken against him as Government think fit .
8. The successful tenderer 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, Commercial Taxes 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, Commercial Taxes 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 theretofore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall

- be paid by the contractor to Government, and may be recovered from his 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, Commercial Taxes or Government or any other person authorized by Government and set off against any claim of the Commissioner, Commercial Taxes 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, Commercial Taxes or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from his 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. Tenderers 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 tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the Commissioner, Commercial Taxes.
  18. Each page of this document should be signed by the tenderer 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,  
Commercial Taxes Department,  
Public Office Building  
Thiruvananthapuram**

**Sub: Acceptance of Terms & Conditions of Tender**

Name of Work: - MAINTENANCE OF THE KVATIS SOFTWARE

**Tender No:** B11 – 3 - 3804 / 2009

Dear Sir,

1. The tender document for the works mentioned above have been obtained by me from [www.keralataxes.in](http://www.keralataxes.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

**AGREEMENT**

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

ARTICLES OF AGREEMENT executed on this the .....Two thousand and nine and .....between 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- 3804 / 2009 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.....