

TENDER DOCUMENT

Tender No.B11 – 1 – 3804 / 2009

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

MAINTENANCE OF COMPUTERS, LOCAL AREA NETWORK AND ACCESSORIES OF THE COMMERCIAL TAXES DEPARTMENT CO-LOCATED AT THE E-GOVERNANCE DATA CENTER

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 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 – 1 – 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 Computers, Local Area Network and Accessories of the Commercial Taxes Department co-located at the e-Governance data center.

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 www.keralataxes.in	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

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website : 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.
- 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 Computers, Local Area Network and Accessories of the Commercial Taxes Department co-located at the e-Governance data center**' 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.

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 COMPUTER RESOURCES AVAILABLE AT THE DATA CENTER.

4.1 Computers, Local Area Network and Accessories of the Commercial Taxes Department co-located at the e-Governance data center

No	Item & Specification	Model	Type	Qty	Warranty
1	IBM xSeries Application Server 346 Intel 2 Nos. Xeon 3.0GHz EM 64 T/2 MB Cache, 4GB RAM, 2x146GB 10K rpm U320 HDD, Redundant Power supplies, Redhat Linux Enterprise	xseries 346	MT - M 8840 - 15A	9	Expires on 31-05-2009
2	IBM xSeries Application Server 346 Intel 2 Nos. Xeon 3.0GHz EM 64 T/2 MB Cache, 4GB RAM, 2x146GB 10K rpm U320 HDD, Redundant Power supplies,HBA card ,Windows 2003 Server	xseries 346	MT - M 8840 - 15A	2	Expires on 31-05-2009
3	IBM xSeries Application Server 346 Intel 2 Nos. Xeon 3.0GHz EM 64 T/2 MB Cache, 4GB RAM, 2x146GB 10K rpm U320 HDD, Redundant Power supplies,Redhat Linux Enterprise	xseries 346	MT - M 8840 - 1RA	3	Expires on 31-05-2009
4	IBM p5-570 Database Server populated with 8 CPUS active,24GB ECC RAM,4x146GB HDD,4x1Gbps Ethernet,8xDVD Drive,2x2Gbps FC HBA	p5	9117-570	2	Expires on 31-05-2009
5	IBM P 51 A (Server 9110 Model 51A) 2-core 2.1 GHz POWER 5+ Processor, 36 MB L3 Cache, 2x146.8 GB 15000 rpm Ultra 320 SCSI Disk rive, 4 GB 533 MHz DDR-2 SDRAM, IBM 2 -port 10/100/1000 Base-TX Ethernet Card, 4 Gbps Single-Port Fibre Channel PCI-X 2.0 DDR Card, Redundant AC Power Supply, 700 W AIX 5L V5.3,single TFT 17"monitor	p5	9110-51A	2	Expires on 31-05-2009
6	HMC	xseries 336 (HMC)	7310-CR3	1	Expires on 31-05-2009
7	HMC	xseries 3200 (HMC)	7042-C06	1	Expires on 31-05-2009
8	IBM 2005- B32 SAN switch 16 port 2Gbps Fibre Channel switch fully loaded with SFPs	IBM SAN Switch	2005-B32	2	Expires on 31-05-2009
9		IBM DAT 72	7206	2	Expires on 31-05-2009
10	IBM DS4800 SAN storage FC Storage using 30x146GB HDD, Dual channel Array controller x 2, 2GB Cache per controller	IBM Toatal Storage DS4800	1815-82A	1	Expires on 31-05-2009
	SAN Storage Additional 30x146GB HDD FC	EXP 710		3	Expires on 31-05-2009
	SAN Storage Additional storage using 10x146 GB HDD and 8x250 GB ATA HDD. Additional Enclosures to support the upgrade, Snapshot license for 1 TB	EXP 810		2	Expires on 31-05-2009
11	IBM Tape Library with backup software TS3310, 2xLTO-3 Drive,25 Catridge Slots, Automated backup software (TSM)	System Storage Tape library	3576-L5B	1	Expires on 31-05-2009
12	Avocent AV2000 Austin-Hughes RKP115E Rack Mountable KVM Switch	KVM Auto View 200		2	Expires on 31-05-2009
13	15" TFT Monitor Rack Mount Screen	Monitor Rack mount screen		2	Expires on 31-05-2009

14	Cisco IPS-4255 Network IDS	CISCO IPS 4255 Series		1	Expires on 31-05-2009
15	Cisco PIX-515E Internet Firewall with 4Nos of PE ports with load balancing software /Failover software	PIX - 515E		2	Expires on 31-05-2009
16	Cisco 11503 Application Load Balancer	CISCO CSS 11500	CSS 11503-AC		Expires on 31-05-2009
17	Core Switch -Manageable Cisco WS-C4507R 7 Slot Chassis with 100Gbps Switching Capacity,75Mbps throughput Redundant Supervisor Engine,2x24 port 10/100/1000Mbps Cards,1x6 port Gigabit card with wire speed Redundant Power supply	CisCO CATALYST 4507R		1	Expires on 31-05-2009
18	Symantec gateway Security 5620	Symantec Gateway Security		1	Expires on 31-05-2009

5. SCOPE OF WORK AND SERVICE LEVEL REQUIRED

5.1 Maintenance of Computers, Local Area Network and Accessories of the Commercial Taxes Department co-located at the e-Governance data center

5.1.1 Scope of work

- a. Maintenance of hardware, firmware, operating system and monitoring tools.
- b. System and data to be provided on going maintenance & support, as part of the operating system, DBMS & application software. Integrated system shall be administrated for access right according to the types & levels of security.
- c. System Administration for all equipment including but not limited to backup and restore of operating system, configurations and logs.
- d. Continuous monitoring of the health of all equipment. If necessary, the IBM director used at present may be reconfigured and supplemented with additional tools for this purpose.
- e. Institute & test the data security of the entire information system.
- f. Institute & test network security of the entire information system.
- g. Advice Commercial Taxes Department on standards & best practices for system/ data / network /security and submit approach plans.
- h. System Administration reports shall be submitted to the department on monthly basis.

5.1.2 Service level

For all equipment: 99.5% cumulative on quarterly basis.

5.1.3 Penalty

- Penalty for all equipment shall be Rs.10, 000 per hour for every hour / part exceeding the quarterly limit.
- Penalty for not replacing stand-by equipment with original equipment shall be for Rs.10, 000 per day for every hour / part exceeding 5 days.

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 Maintenance of Computers, Local Area Network and Accessories of the Commercial Taxes Department co-located at the e-Governance data center

7.1.1 Technical criteria

1. The bidder should be an IBM Authorised Service Provider
2. The bidder should be CISCO Authorised Service Provider
3. The bidder should have minimum 2 persons in their regular pay roll, having each of the following proficiency certification.
 - a. IBM Systems Expert
 - b. Cisco Certified Network Engineer
4. The bidder should have previous experience in the maintenance of IBM P-series, IBM X-series and CISCO equipment in a data centre.
5. The bidder should have ITIL (Information Technology Infrastructure Library) or similar certification.

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 Computers, Local Area Network and Accessories of the Commercial Taxes Department co-located at the e-Governance data center	

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 may be 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 Computers, Local Area Network and Accessories of the Commercial Taxes Department co-located at the e-Governance data center

Tender No: B11 – 1 - 3804 / 2009

Dear Sir,

1. The tender document for the works mentioned above have been obtained by me from 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 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 -1- 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 Computers, Local Area Network and Accessories of the Commercial Taxes Department co-located at the e-Governance data center 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.....

TENDER DOCUMENT

Tender No.B11 – 2 – 3804 / 2009

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

MAINTENANCE OF COMPUTERS, LOCAL AREA NETWORK AND ACCESSORIES AT THE COMMERCIAL TAX OFFICES ACROSS THE STATE

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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 COMPUTER RESOURCES AVAILABLE AT COMMERCIAL TAX

OFFICES.

4.1 Maintenance of Computers, Local Area Network and Accessories at the Commercial Tax offices across the state

a. Stock of hardware & warranty status

Sl.No.	Item No. Specification. And Model	Quantity	Whether Under warranty or AMC	Warranty AMC Exp. Date
1	P.C / HCL/P4/256 RAM/1.7GHz	943	AMC	31.03.2009
	P.C / Keltron/P4/512RAM/2.56 GHz	602	WARRANTY	30.06.2009
	P.C / Wipro/P4/512 RAM/ 2.56 Ghz	22	AMC Expired on 31.12.2008	Expired on 31.12.2008
	P.C / HP/ P4/1 GB RAM/ 2.8 GHZ	5	WARRANTY	
	P.C IBM/ P4/1 GB RAM/3 GHZ	5	WARRANTY	30.06.2009
2	Printer / Laser/ HP/	39	Warranty Expired	Warranty Expired
	Printer / Laser/ Samsung/ML 3560	4	WARRANTY	30.06.2009
	Printer/ Dotmatrix/ Epson /LX 300/ 80 column	5	WARRANTY	30.06.2009
	Printer/ Dotmatrix/ TVS/MSP 355 / 136column	5	WARRANTY	30.06.2009
	Printer/Dot matrix/ TVS MSP 245/ 80 Column	330	AMC	31.03.2009
	Printer/Dot matrix/ TVS 335/ 124 Column	91	AMC	31.03.2009
3	Scanner/ HP/	14	AMC	31.03.2009
	Scanner/ AVSION	2	WARRANTY	30.06.2009
4	External CD Writer/ Iomega	179	Warranty Expired	Warranty Expired
5	UPS/Power One/ 10 KV	1	WARRANTY	30.06.2009
	UPS/Accura/ 3KVA/	25	AMC	31.03.2009
	UPS/Hykon/3 KVA	1	WARRANTY	
	UPS/Hykon/500 VA	788	AMC	31.03.2009
	UPS/ Libert PSA/ 600 VA	592	Warranty Expired	Warranty Expired
6	LAN SWITCH/ CISCO	45	Warranty Expired	Warranty Expired
	LAN SWITCH/ D-Link	94	Warranty Expired	Warranty Expired
	LAN SWITCH/ COMPEX	45	Warranty Expired	Warranty Expired

b. Office wise stock of hardware.

District	Sl.No	Office Name	Qty					
			Computer	Printer	UPS	Scanner	CD Writer	LAN Switch
Thiruvananthapuram	1	CT OFFICE ATL	6	1	7		1	1
	2	CT Office Neyyatinkara	6	2	7		1	1
	3	CTCP Amaravila	7	5	4	1		2
	4	CTO, NEDUMANGAD	7	2	8		1	1
	5	DC Office	8	4	3		1	1
	6	I Circle	9	2	9		1	
	7	IAC NTA	2	1	2			
	8	IAC Office Tvm	4	3	4			1
	9	II Circle	9	1	10		1	1
	10	III Circle	9	2	9		1	1
	11	Special Circle	7	2	5		1	1
	12	WC	4	1	3		1	
Kollam	13	CTCP ARYANCAVU	4	1	1	1	1	1
	14	COMMERCIAL TAX OFFICE 1ST CIRCLE KOLLAM	6	1	6		1	1
	15	COMMERCIAL TAX OFFICE PUNALUR	6	1	6		1	1

	16	COMMERCIAL TAX OFFICE (WORKS CONTRACT)KOLLAM	3	1	2			
	17	COMMERCIAL TAX OFFICE 3RD CIRCLE	6	1	6			
	18	COMMERCIAL TAX OFFICE ANCHAL	6	1	5		1	1
	19	COMMERCIAL TAX OFFICE CHATHANNOOR	5	1	5		2	1
	20	COMMERCIAL TAX OFFICE KARUNAGAPPALLY	8	1	8		1	1
	21	COMMERCIAL TAX OFFICE KOTTARAKKARA	7	1	7		1	1
	22	COMMERCIAL TAX OFFICE KUNDARA	5	1	5		1	1
	23	COMMERCIAL TAX OFFICE SECOND CIRCLE	6	1	5		1	
	24	CTCP ACHENKOVI	2					
	25	OFFICE OF ASSISTANT COMMISSIONER SPECIAL CIRCLE KOLLAM	9	2	5			
	26	OFFICE OF ASSISTANT COMMISSIONER(AUDIT ASSESSMENT-KOLLAM	5	1	4		1	1
	27	OFFICE OF INSPECTING ASSISTANT COMMISSIONER(INTELLIGENCE) KOLLAM	4	1	4		1	1
	28	OFFICE OF INSPECTING ASST.COMMISSIONER KOLLAM	1	1				
	29	OFFICE OF INTELLIGENCE SQUAD II KOTTARAKKARA	1					
	30	OFFICE OF THE DEPUTY COMMISSIONER KOLLAM	7	3	4		1	1
	31	OFFICE OF THE INSPECTING ASSISTANT COMMISSIONER KOTTARAKKARA	2	2	2			1
Pathanamthitta	32	CTO,THIRUVALLA	8	1	9		1	1
	33	CTO, RANNY	4	1	5		1	1
	34	CTO.PATHANAMTHITTA	7	2	7		1	
	35	AC(AA), PATHANAMTHITTA	4	2	4		1	
	36	CTO.ADOOR	6	1	7		1	1
	37	INTELLIGENCE OFFICE, PATHANAMTHITTA	1	1				
	38	IAC, PATHANAMTHITTA	6	2	4		1	2
	39	WC<, PATHANAMTHITTA	4		2		1	
Alappuzha	40	AIT & CTO ALAPPUZHA	3	1	3			
	41	ASSISTANT COMMISSIONER AUDIT ASSESSMENT ALAPPUZHA	5	2	5		1	
	42	ASSISTANT COMMISSIONER SPECIAL CIRCLE ALAPPUZHA	5	1	5		1	1
	43	CTO CHENGANNUR	7	1	7		1	1
	44	CTO CHERTHALA	7	1	7		1	1
	45	CTO EDATHUA	4	1	4		1	1
	46	CTO FIRST CIRCLE ALAPPUZHA	6	1	6		1	
	47	CTO HARIPAD	7	1	7		1	1
	48	CTO KAYAMKULAM	5	1	5		1	1
	49	CTO KUTHIATHODE	5	1	5		1	1
	50	CTO MAVELIKKARA	6	1	6		1	1
	51	CTO SECOND CIRCLE ALAPPUZHA	6	1	6		1	
	52	DEPUTY COMMISSIONER ALAPPUZHA	11	4	3		2	2
	53	INSPECTING ASSISTANT COMMISSIONER ALAPPUZHA	2	1	2			1
54	INSPECTING ASSISTANT COMMISSIONER CHENGANNUR	1	1	1				
55	INTELLIGENCE OFFICE ALAPPUZHA	2	2	2			1	
56	SQUAD NO.2 ALAPPUZHA	1		1				
Kottayam	57	AIT & ST Office, Kanjirappally	1	1	1			
	58	C T Office,Ponkunnam	6	1	6		1	1
	59	C T Office,Vaikom	4	1	4		1	1
	60	CT OFFICE PALA	7	2	8			1
	61	CTO ETTUMANOOR	8	1	9		1	1
	62	CTO Works Contract	3	1	3		1	
	63	DC Kottayam	8	3	2		2	1
	64	First Circle, Changanassery	7	1	7		1	

	65	First Circle, Kottayam	8	1	8		1	
	66	IAC KOTTAYAM	3	1	3			1
	67	IAC PALA	3	1	3			
	68	Insptg. Asst.Commr.(INT)	4	1	4			1
	69	INTELLIGENCE OFFICE, PALA	1	1	1			
	70	IO CI	1	1	1			
	71	IOIB	1	1	1			
	72	Law Office, Kottayam	1	1	1			
	73	O/O Deputy Commissioner(Audit Assessment)	8	3	8		2	1
	74	Sales Tax Appellate Tribunal	3	1	2			
	75	Second Circle,Changanassery	4	1	6		1	1
	76	Second Circle,Kottayam	9	1	9		1	1
	77	Special Circle,Kottayam	8	1	8		1	1
Idukki	78	CTCP KUMILY	4	4	2	1	1	2
	79	CTO VPR	4	1	4		1	
	80	IAC I IDK	2	1	2			
	81	CTO NDKM	4	1	5		1	1
	82	IAC DVKM	4	1	4		1	
	83	CTO DVKM	3	1	3		1	1
	84	CTO ADMLI	5	1	5		1	1
	85	IO-III DVM	1	1	1			
	86	CTO I TDPA	7	2	8		1	1
	87	CTO II TDPA	4	1	4		1	1
	88	IO-II TDPA	2	2	2			
	89	CTO PMD	4	1	4		1	1
	90	CTCP B'METTU	1	1				
	91	CTCP C'METTU	1	1	1			
	92	CT COMPL.KTPNA	29	12	22		5	4
Ernakulam	93	O/o. Deputy Commissioner, Ekm.	15	4	10		1	1
	94	Works Contract, Ernakulam	10	1	10			
	95	Special Circle-1, Ernakulam	12	2	12		1	2
	96	Special Circle-2, Ernakulam	12	3	12		1	
	97	Special Circle-3, Ernakulam	12	2	12		1	2
	98	1st Circle, Tripunithura	8	1	9		1	
	99	2nd Circle, Tripunithura	8	1	8		1	1
	100	1st Circle, Kalamassery	10	1	11		1	1
	101	2nd Circle, Kalamassery	10	1	10		1	1
	102	1st Circle, Ernakulam	8	2	8		1	
	103	2nd Circle, Ernakulam	8	1	8		1	2
	104	3rd Circle, Ernakulam	8	1	8		1	
	105	4th Circle, Ernakulam	10	1	10		1	2
	106	O/o. IAC, Ernakulam	8	1	9			1
	107	Computer Lab, CT Complex, Ekm	25	1	1			3
	108	O/o. Law Officer, Ernakulam	3	2	3			
	109	O/o. DC(Audit Assessment), Ekm.	16	6	16		1	1
	110	O/o. DC(Appeals), Ekm.	4	2	4			1
111	STAT, Ernakulam	2	1	2				
112	O/o. JC(Law), Ekm.	7	6	4	1	1	1	
113	DEPUTY COMMISSIONER (INT), ERNAKULAM	17	12	16	1	1	2	
114	O/o. IAC(Int.), Ekm.	9	6	5				
MATTANCHERRY	115	DEPUTYCOMMISSIONER OFFICE	7	5	1		1	2
	116	IAC,MATTANCHERRY	2	1	2		1	1
	117	IAC,MUVATUPUZHA	1	1	1		1	1
	118	AC(SPL), PRODUCE MATTY	9	2	10		1	1
	119	AC(SPL), MATTY AT ALUVA	12	2	12		1	1
	120	CTO(WC<),MATTY	7	1	7		1	
	121	CTO,1st CIRCLE,MATTY	9	2	10		1	
	122	CTO,2ND CIRCLE,MATTY	12	2	10		1	
	123	CTO,ALUVA	11	1	11		1	1
	124	CTO,ANGAMALY	11	1	11		1	2

	125	CTO,N.PARAVUR	10	2	10		1	2
	126	CTO, 1stCIRCLE,PBVR	10	1	10		1	1
	127	CTO,2ND CIRCLE,PBVR	12	1	12		1	1
	128	CTO,MUVATUPUZHA	13	1	13		1	2
	129	CTO,KOTHAMANGALAM	8	1	7		1	2
	130	CTCP,KARUKUTTY	10	1	10			1
	131	I.O,SQUAD,KARUKUTTY	1	1	1			
	132	AC(AA),ALUVA	5	1	5		1	1
	133	I.O,SQUAD,ALUVA	1	1	1			
	134	FACILITATION CENTRE,W.ISLAND	2	1	2			1
Thrissur	135	AC Assmnt, Special Circle, Thrissur	7	2	7		1	
	136	AC AUDIT THRISSUR	8	3	8		1	
	137	AIT & CTO THRISSUR	1	1	1			
	138	CTCP KOTTAPURAM	1	1	1			
	139	CTO CHALAKUDY	11	1	11		1	1
	140	CTO CHAVAKKAD	10	1	10		1	1
	141	CTO I CIRCLE THRISSUR	6	1	7		1	
	142	CTO II CIRCLE THRISSUR	7	1	7		1	
	143	CTO III CIRCLE THRISSUR	8	2	8		1	1
	144	CTO IRINJALAKUDA	11	1	11		1	1
	145	CTO IVCIRCLE THRISSUR	8	1	8			
	146	CTO KODUNGALLUR	7	1	7		1	1
	147	CTO KUNNAMKULAM	8	1	8		1	1
	148	CTO WADAKKANCHERY	6	1	6		1	1
	149	CTO WC & LT THRISSUR	5	1	3			
	150	DC OFFICE THRISSUR	12	3	6		1	2
	151	IAC IRINJALAKUDA	3		3			
	152	IAC, THRISSUR	3	2	3			
	153	Inpecting Asst. Commissioner(Int.),Thrissur	4	3	4			1
	Palakkad	154	AC (AA) Palakkad	6	3	6		2
155		C.T. Office, MKd	5	3	6		1	1
156		Commercial Tax Office ,CTR	5	2	6		1	1
157		COMMERCIAL TAX OFFICE,PATTAMBI	7	3	8		1	1
158		DC Office,Computer Training Centre ,CTC(Sa Room)	54	10	8	2	1	3
159		CTCP Gopalapuram	2	1	2			1
160		CTCP Govindapuram	5	1	2	1		1
161		CTCP Meenakshipuram	2	1	2			1
162		CTCP NDUPPUNNI	1	1	1			
163		CTCP VELANTHAVALAM	13	1	2			1
164		CTCP Walayar	13	5	4	1		2
165		CTO ALATHUR	5	2	6		1	1
166		CTO First Circle,	6	2	6		1	1
167		CTO Works Contrant	3	2	2		1	
168		CTO,SECOND CIRCLE, PALAKKAD	10	2	9		1	1
169		CTOffice, Ottapalam	6	2	7		1	1
170		DC (AA) Palakkad	3	2	3			
171		IAC IB Palakkad	1	1	1			
172		IAC Office Palakkad	5	3	6			1
173		IAC, Chittur	3	3	3			
174	III-Circle, Pkd.	2	1					
175	Inspg Asst Commissioner (Int) Palakkad	7	7				1	
176	Int.Officer CI	1	1	1				
177	LAW OFFICE	1	1	1				
178	Special Circle Palakkad	7	3	7				
MALAPPURAM	179	DC MALAPPURAM	13	7	4	1	1	1
	180	AC Spl. MALAPPURAM	6	2	7	0	1	1
	181	AC Audit Assmt.,Mpm	6	2	6	0	1	1
	182	IAC MANJERI	3	1	3	0	0	0
	183	CTO MANJERI	9	1	10	0	1	1
	184	CTO TIRUR	9	1	10	0	1	1

	185	CTO TIRURANGADI	5	1	6	0	1	1
	186	CTO PERINTALMANNA	8	1	9	0	1	1
	187	CTO PONNANI	5	1	6	0	1	1
	188	CTO NILAMBUR	8	2	9	0	1	1
	189	AITO & CTO KOTTAKKAL	5	1	6	0	0	1
	190	IO MALAPPURAM	3	1	3	0	0	1
	191	IO TIRUR	1	1	1	0	0	1
	192	CTCP VAZHIKKADVU	2	1	4	0	1	1
KOZHIKODE	193	AC SPECIAL CIRCLE I	7	2	7	0	1	1
	194	AC SPECIAL CIRCLE II	5	2	4	0	1	0
	195	CTCP Feroke	5	1	2	0	0	0
	196	CTCP KUNHIPPALLY	1	1	1	0	0	0
	197	CTCP Thamarassery	1	1	1	0	0	0
	198	CTO 5TH CIRCLE, KOZHIKODE	4	2	4	0	1	0
	199	CTO 1st Circle Kozhikode	8	1	8	0	1	0
	200	CTO IVth Circle Kozhikode	9	2	9	0	1	0
	201	CTO KOYILANDI	6	1	7	0	1	1
	202	CTO Perambra	4	1	4	0	1	1
	203	CTO VATAKARA	10	1	1	0	1	1
	204	CTO, 2nd Circle, Kozhikode	10	2	10	0	1	2
	205	CTO, 3RD CLE, KOZHIKODE	13	3	13	0	1	2
	206	DC KOZHIKODE	14	7	11	1	2	1
	207	DC(A)KKD	3	2	1	0	2	2
	208	Deputy Commissioner (Int)	5	4	5	0	0	0
	209	IAC KOZHIKODE	3	3	3	0	0	0
	210	LAW OFFICE KOZHIKODE	1		1	0	0	0
	211	Office of the Deputy Commissioner, (AA), Kozhikode.	11	1		0	0	0
	212	Office of the Inspecting Assistant Commissioner (Int.), Commercial Taxes, Kozhikode.	6	4	2	0	0	0
	213	Regional Training Center, Kozhikode	20		1	0	0	2
214	Squad No. IV, Camp at Vatakara	1	1	1	0	0	0	
215	ST Tribunal Kozhikode	1	2	1	0	0	0	
KANNUR	216	DC OFFICE, KANNUR	11	8	8	1	1	1
	217	DC, AA, KANNUR.	2	1	2		1	
	218	AC, AA, Podikundu, Kannur	4	1	4		1	1
	219	AC, SPL. CRCL, KANNUR.	7	4	6		1	1
	220	1 CIRCLE, THALASSERY	8	1	9		1	1
	221	CT OFFICE 2ND CIRCLE TELLICHERRY	5	1	6		1	1
	222	IO, THALASSERY.	2	2	3			1
	223	CTCP KUTTUPUZHA	4	4	2			1
	224	CTCP KACHERIKADAVU	1	1	1			
	225	CT OFFICE, KUTHUPARAMBA.	9	1	10		1	1
	226	FIRST CIRCLE KANNUR	8	2	9			1
	227	CTO WC & LT KANNUR	4	2	4			
	228	COMMERCIAL TAX OFFICE SECOND CIRCLE KANNUR	7	1	8		1	1
	229	COMMERCIAL TAX OFFICE IIIrd CIRCLE KANNUR	8	1	8		1	1
	230	COMMERCIAL TAX OFFICE PAYYANNUR	5	1	6			1
	231	COMMERCIAL TAX OFFICE TALIPARAMBA	16	1	17		1	1
	232	AIT OFFICE, TPBA		1				
	233	IAC (Int)	2		1			
	234	IO (IB)	1	1	2			
	235	CTCP Mahe	1	1	1			
236	CTCP MEKUNNU	1	1	1				
237	CTCP PARAL	1	1	1				
238	IAC Kannur	3	1	3			1	
WAYANAD	239	Inspecting Assisstant Commissioner, Wayanad	8	5	5		1	1
	240	Commercial Tax Office, Kalpetta	6	2	5	1	1	1
	241	Commercial Tax Office, Mananthavady	5	2	6		1	1
	242	AIT & CTO, Sulthan Bathery	5	1	6		1	1

	243	CTO(AA), Sulthan Bathery	3	3	3		1	1
	244	Intelligence Officer, wayanad	3	2	2			
	245	Commercial Tax Check Post, Muthanga	5	2	2			1
	246	Commercial Tax Check Post, Noolpuzha	1	1	1			
	247	Commercial Tax Check Post, Vaduvanchal	1		1			
	248	Commercial Tax Check Post, Thaloor	1	1	1			
	249	Commercial Tax Check Post, Tholpetty	1		1			
KASARAGOD	250	Inspecting Asst. Commissioner, Kasaragod	12	5	7		2	1
	251	CTO KSD	10	2	11		1	1
	252	IAC(I)KSD		1	1			
	253	IAC(I)KSD- IO -I	1		1			
	254	IAC(I)KSD- IO -IB	1		1			
	255	AC(KVAT) KSD	4	1	5		1	1
	256	CTO Hosdurg	9	3	10		1	1
	257	IO Squad II	1	1	2			
	258	CTCP Adhur	1	1	1			
	259	CTCP Perla	1	1	1			
	260	CTCP Bayar	1	1	1			
	261	CTCP Kallappalli(Blanthode)	1	1	1			
	262	CTCP B.Manjeshwar	7	6	2	1		1
	263	AC(AA) KSD	3	2	4		1	1

5. SCOPE OF WORK AND SERVICE LEVEL REQUIRED

5.1 Scope of work

- a. Maintenance of hardware, firmware, operating system and monitoring tools.
- b. System Administration for all equipments including but not limited to backup and restore of operating system, configurations and logs.
- c. Maintenance of UPS including batteries.
- d. Maintenance of printers including print heads but excluding ribbons and toner cartridges.
- e. Maintenance of all networking components like switches, IOs, racks, patch panels, patch chords etc.

5.2 Service level

- a. For check post equipments : 99% cumulative on quarterly basis.
- b. For equipments in other offices : 90% cumulative on quarterly basis.

5.3 Penalty

- a. For checkpost equipments : Rs.500 per day for every day / part exceeding the quarterly limit.
- b. For equipments at other places: Rs200 per day for every day / part exceeding the quarterly limit.
- c. Penalty for not replacing the stand-by equipments with original equipments for every day / part exceeding 2 days shall be Rs.200 per day.

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. Maintenance of Computers, Local Area Network and Accessories of the Commercial Taxes Offices across the state.

7.1.1 Technical criteria

1. The bidder should have at least one office in Kerala.
2. The bidder should have a service centre in Kerala for the servicing of computers and accessories.
3. The bidder should have received minimum 3 similar orders from Kerala worth Rs. 10 lakhs each during the last 3 years.
4. The bidder should have ITIL (Information Technology Infrastructure Library) or similar certification.

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			

8. FORMAT OF THE FINANCIAL BID

Name of service	All inclusive charges for 3 years (Rs. In lakhs)
Maintenance of Computers, Local Area Network and Accessories at the Commercial Tax offices across the state	

9.SPECIAL TERMS AND CONDITIONS

- 19.The tender shall have to pay all stamp duty, lawyers charges and other expenses incidental to the execution of the agreement.
- 20.Every tender should be accompanied by an agreement in the prescribed format prescribed in ANNEXURE-2 in Kerala Government Stamp Paper worth Rs.100/-.
- 21.The Commissioner, Commercial Taxes, reserves all right to reject tender without recording any reason thereof.
- 22.General Store Purchase Rules will be applicable in all cases.
- 23.No tender received after the specified date and time will be accepted on any account.
- 24.The offer of the tender will remain valid for 90 days from the date of opening Tender.
- 25.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 .
- 26.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.
- 27.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.
- 28.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 make 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.
29. 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.
 30. 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.
 31. Every notice hereby required or authorized to be given may be 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.
 32. No representation for enhancement of rates once accepted will be considered.
 33. 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.
 34. 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.
 35. 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.
 36. 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 Computers, Local Area Network and Accessories at the Commercial Tax offices across the state**

Tender No: B11 – 2 - 3804 / 2009

Dear Sir,

4. The tender document for the works mentioned above have been obtained by me from 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.
5. I / we hereby unconditionally accept the tender conditions of Commercial Taxes Department tender document in its entirety for the above work.
6. 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 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 -2- 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 Computers, Local Area Network and Accessories at the Commercial Tax offices across the state 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.
- 4. 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:

- 3.
- 4.

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

In the presence of witnesses:

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

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 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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21. TENDER NOTICE
22. INSTRUCTIONS FOR PREPARING AND SUBMITTING THE TENDER DOCUMENT
23. GENERAL CONDITIONS.
24. DETAILS OF MODULES AVAILABLE IN THE KVATIS SOFTWARE.
25. SCOPE OF WORK AND SERVICE LEVEL REQUIRED.
26. ELIGIBILITY CRITERIA AND FORMAT OF THE PRE-QUALIFICATION BID
27. TECHNICAL CRITERIA AND FORMAT OF THE TECHNICAL BID
28. FORMAT OF THE FINANCIAL BID
29. SPECIAL TERMS AND CONDITIONS
30. ANNEXURES

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 www.keralataxes.in	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
website : www.keralataxes.in

2. INSTRUCTIONS FOR PREPARING AND SUBMITTING THE TENDER DOCUMENT

2.5 How to prepare the tender document

- Download this tender document from 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.

2.6 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.

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
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 (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

37. The tender shall have to pay all stamp duty, lawyers charges and other expenses incidental to the execution of the agreement.
38. Every tender should be accompanied by an agreement in the prescribed format prescribed in ANNEXURE-2 in Kerala Government Stamp Paper worth Rs.100/-.
39. The Commissioner, Commercial Taxes, reserves all right to reject tender without recording any reason thereof.
40. General Store Purchase Rules will be applicable in all cases.
41. No tender received after the specified date and time will be accepted on any account.
42. The offer of the tender will remain valid for 90 days from the date of opening Tender.
43. 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 .
44. 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.
45. 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.
46. 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.
47. 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.
 48. 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.
 49. Every notice hereby required or authorized to be given may be 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.
 50. No representation for enhancement of rates once accepted will be considered.
 51. 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.
 52. 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.
 53. 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.
 54. 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 K VATIS SOFTWARE

Tender No: B11 – 3 - 3804 / 2009

Dear Sir,

7. The tender document for the works mentioned above have been obtained by me from 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.
8. I / we hereby unconditionally accept the tender conditions of Commercial Taxes Department tender document in its entirety for the above work.
9. 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 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- 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.
5. 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:

5.
6.

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

In the presence of witnesses:

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

TENDER DOCUMENT

Tender No.B11 – 4 – 3804 / 2009

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

KVATIS DATABASE ADMINISTRATION OF 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 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 – 4 – 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

KVATIS DATABASE ADMINISTRATION

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 www.keralataxes.in	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
website : www.keralataxes.in

2. INSTRUCTIONS FOR PREPARING AND SUBMITTING THE TENDER DOCUMENT

2.7 How to prepare the tender document

- Down load this tender document from 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 '**KVATIS Database Administration**' 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.

2.8 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.

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 KVATIS DATABASE ADMINISTRATION

4.1 ORACLE DATABASE ATS STATUS

No.	Database software	Whether under ATS	Expiry date
1	ORACLE 10g RDBMS	ATS	28-02-2009
2.	ORACLE 10g Application Server	ATS	28-02-2009
3.	ORACLE 10g RAC	ATS	28-02-2009
4.	ORACLE 10g Security	ATS	28-02-2009
5.	ORACLE 10g Diagnostics	ATS	28-02-2009
6.	ORACLE 10g Tuning	ATS	28-02-2009
7.	ORACLE 10g Partitions	ATS	28-02-2009

4.2 ORACLE DATABASE SERVER DETAILS (PRESENT STATUS)

- Oracle Database Server Version: Oracle DB Lite 10g R2(10.2.0.1.0)
- Operating System Used: IBM AIX 5.3
- No. of Tables: 314
- No. of Procedures and Functions: 142
- System UP time: 24*7
- Installation: Two Servers (IBM P570) in Real Application Cluster (RAC).
- Storage: SAN

4.3 ORACLE APPLICATION SERVER DETAILS (PRESENT STATUS)

- Oracle Application Server Version: Oracle AS 10g (10.1.2.0.2)
- Operating System Used: Red Hat Linux 3.2.3
- System UP time: 24*7
- Present Installation: Ten Servers (IBM X346) connected in Load Balancer.

5. SCOPE OF WORK AND SERVICE LEVEL REQUIRED

5.1 KVATIS Data Base Administration

5.1.1 Scope of work

- a. Installation, configuration and tuning of the ORACLE 10g components.
- b. Preparation of data backup and recovery plan such that 100% data recovery is ensured after a system / database crash.
- c. Implement the plan and administer the operations.
- d. Provide Oracle Application Server support for the KVATIS application.
- e. Installation, configuration and fine-tuning of Oracle Application server whenever required.
- f. Creating OC4J instances with data source required for the application, from information given by application developers.
- g. Perform Application Server tuning and performance monitoring according to the load factors.
- h. Plan growth and changes (capacity enhancement of the present servers) as and when required.
- i. Perform general technical troubleshooting and give consultation to development teams.
- j. Maintaining system security.
- k. Ensuring compliance with your Oracle license agreement.
- l. Provide DBA support for the KVATIS application
- m. Maintenance of the production and training databases.
- n. Synchronization of the training database with the production database as and when required.
- o. Installation, configuration and fine-tuning of Oracle Database server whenever required.
- p. Creating primary database storage structures (table spaces) after application developers have designed an application whenever required.
- q. Creating primary objects (tables, views, indexes) once application developers have designed an application whenever required.
- r. Modifying the database structure, as necessary, from information given by application developers.

- s. Ensure sound backup and recovery policies and procedures as per the plans suggested by Kerala Commercial Taxes Department.
- t. Monitoring of the backups and deletion of the obsolete backups.
- u. Monitor and maintain replicated copies of oracle database files such as control files, redo log files and the archived log files.
- v. Restoration of the database with minimal or no data loss in the event of a database crash.
- w. Perform application tuning and performance monitoring.
- x. Plan growth and changes (capacity enhancement of the present servers) as and when required.
- y. Perform general technical troubleshooting and give consultation to development teams.
- z. Enrolling users and maintaining system security.
- aa. Ensuring compliance with your Oracle license agreement.

5.1.2 Service level

Cumulative delay during a quarter for recovering the data and starting the database operation shall be Maximum 12 hours.

5.1.3 Penalty

- | | |
|--|------------------------|
| a. Data loss of one day | : Rs. 1 lakh. |
| b. Data loss of n days | : Rs 1xn lakhs |
| c. For every extra hour / part in a quarter for recovering database operation. | : Rs. 10,000 per hour. |

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 DATABASE ADMINISTRATION

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 the following proficiency certification.

ORACLE DATABASE ADMINISTRATION 10g

One of these persons shall station at Thiruvananthapuram for carrying out the DBA operation, during the contract period.

3. The bidder should have experience in the administration of ORACLE database of enterprise applications.
4. The bidder should have received at least 1 order for the administration of enterprise database in an environment where 100% data recovery plan is implemented.

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)
KVATIS DATABASE ADMINISTRATION	

9. SPECIAL TERMS AND CONDITIONS

55. The tender shall have to pay all stamp duty, lawyers charges and other expenses incidental to the execution of the agreement.
56. Every tender should be accompanied by an agreement in the prescribed format prescribed in ANNEXURE-2 in Kerala Government Stamp Paper worth Rs.100/-.
57. The Commissioner, Commercial Taxes, reserves all right to reject tender without recording any reason thereof.
58. General Store Purchase Rules will be applicable in all cases.
59. No tender received after the specified date and time will be accepted on any account.
60. The offer of the tender will remain valid for 90 days from the date of opening Tender.
61. 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 .
62. 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.
63. 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.
64. 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.
65. 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.
 66. 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.
 67. Every notice hereby required or authorized to be given may be 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.
 68. No representation for enhancement of rates once accepted will be considered.
 69. 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.
 70. 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.
 71. 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.
 72. 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: - K VATIS DATABASE ADMINISTRATION

Tender No: B11 – 4 - 3804 / 2009

Dear Sir,

10. The tender document for the works mentioned above have been obtained by me from 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.
11. I / we hereby unconditionally accept the tender conditions of Commercial Taxes Department tender document in its entirety for the above work.
12. 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 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 -4- 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:

- 2. In case the tender submitted by the bounden is accepted by the Government and the Contract for the **KVATIS DATABASE ADMINISTRATION** 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.
- 6. 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:

- 7.
- 8.

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

In the presence of witnesses:

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