



## **TENDER DOCUMENT**

**Tender No. ITMC-08/2011/CT dated 16.01.2012**

**G.O. (Rt) No. 724 / 2011 / TD Dated 11.10.2011**

**IMPLEMENTATION OF  
DIGITAL SIGNATURE CERTIFICATE  
ALONG WITH  
DIGITAL SIGNATURE AUTHENTICATION  
TO TRADERS AND OFFICIALS OF  
THE COMMERCIAL TAXES DEPARTMENT**

THE COMMERCIAL TAXES DEPARTMENT

GOVERNMENT OF KERALA

Public Office Building

Thiruvananthapuram

Tel: 0471 – 2321252, 2321281

Fax: 0471 - 2335427, 2325854

e-mail : [commissioner@keralataxes.gov.in](mailto:commissioner@keralataxes.gov.in)

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

## CONTENTS

1. TENDER NOTICE
2. INSTRUCTIONS FOR PREPARING AND SUBMITTING THE TENDER DOCUMENT
3. GENERAL CONDITIONS.
4. DETAILS OF KVATIS DATABASE ADMINISTRATION
5. SCOPE OF WORK AND SERVICE LEVEL REQUIRED.
6. ELIGIBILITY CRITERIA
7. FORMAT OF THE FINANCIAL BID
8. SPECIAL TERMS AND CONDITIONS
9. ANNEXURES

## 1. NOTICE INVITING TENDER

**Tender No. ITMC-08 / 2011 / CT**

**G.O. (Rt) No. 724 / 2011 / TD Dated 11.10.2011**

The Commissioner, Commercial Taxes Department, Government of Kerala invites sealed tenders for providing **Digital Signature Certificates (DSC) along with Digital Signature authentication solution to registered dealers and officials**, from organizations authorized by Controller of Certifying Authority, Govt. of India.

A Non-Refundable Tender Fee of Rs. 10,000/- + 4 % VAT + CESS (Rupees ten thousand only + 4% VAT+ Cess) should be submitted along with the bid in the form of Demand Draft in favour of Commissioner, The Commercial Taxes Department, payable at Thiruvananthapuram.

A refundable Earnest Money Deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) should be submitted along with the bid in the form of Demand Draft in favour of Commissioner, Commercial Taxes Department, payable at Thiruvananthapuram.

An agreement in Kerala Government stamp paper of value Rs.100, in the format specified in ANNEXURE-2, duly filled and signed should be submitted along with the bid.

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

### Important Dates & Time of the Tender

Event	Date	Time
Publication of Tender document at the website <a href="http://www.keralataxes.gov.in">www.keralataxes.gov.in</a>	17-01-2012	
Communication by e-mail to authorized 7 Certified CAs	17-01-2012	
Last date for raising pre-bid queries by e-mail	28-01-2012	2:00pm
Publication of replies to pre-bid queries in website	30-01-2012	3:00pm
Submission of tender	10-02-2012	3:00pm
Opening of Sealed Tenders	10-02-2012	4:00pm
Opening of Sealed Commercial Bids	10-02-2012	5:00pm

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

The Tender Document shall be available only on the official website [www.keralataxes.gov.in](http://www.keralataxes.gov.in) 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.

The Commissioner  
Department of Commercial Taxes  
Public Office Building  
Thiruvananthapuram  
Tel : 0471 – 2321252, 2321281  
Fax : 0471 - 2335427, 2325854  
e-mail [commissioner@keralataxes.gov.in](mailto:commissioner@keralataxes.gov.in)  
Website : [www.keralataxes.gov.in](http://www.keralataxes.gov.in)

## 2. INSTRUCTIONS FOR PREPARING AND SUBMITTING

### THE TENDER DOCUMENT

#### 2.1 How to prepare the tender document

- Download the tender document from the official website of the Commercial Taxes Department [www.keralataxes.gov.in](http://www.keralataxes.gov.in).
- Read the entire document and sign all the pages of the document.
- Prepare the Pre-qualification bid with the following contents, enclose and seal them in a cover labeled 'PRE-QUALIFICATION BID' :
  - ✓ *Signed copy of the downloaded tender document.*
  - ✓ *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 Financial bid with the following contents, enclose and seal them in a cover labeled 'FINANCIAL BID' :
  - ✓ Filled up and signed financial bid format specified in Section – 7.
- Prepare the Tender with the following contents; enclose them in a cover labeled '*Implementation of DSC*' and seal the cover :
  - ✓ Pre-qualification 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, Department of Commercial Taxes, 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?

1. Only to the organizations that have been authorized by Controller of Certifying Authority, Govt. of India in this regard.

### **3.2 Pre-bid clarifications**

- Bidders shall send their questions by e-mail [commissioner@keralataxes.gov.in](mailto:commissioner@keralataxes.gov.in) so as to reach the Commissioner as per the time schedule prescribed.
- Replies to the questions will be published at the website [www.keralataxes.gov.in](http://www.keralataxes.gov.in).

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

The contract is for supply of Class 2 Digital Signature Certificates (DSC) with token for employees of Commercial Taxes Department and Class 2 Digital Signature Certificates (DSC) with token or without token for registered dealers for a minimum period of two year validity and installation, maintenance and support of Digital Signature Authentication Solution to the Department for a period of five years from the date of signing the contract.

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

- Communication regarding the award of contract will be sent to the successful bidder from the Office of the Commissioner by e-mail and also by 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 Commencement of contract and service level monitoring**

- Commencement of the contract shall be from the date of signing of the agreement.
- The Digital Signature solution shall be implemented within 90 days from the date of signing of the Contract.
- The vendor shall configure and integrate the Digital Signature Authentication Solution along with Digital Signature Certificates with the KVATIS Application.
- The vendor shall provide facility to dealers for online submission of applications along with payment for Digital Signature and issue Digital Signature Certificates within the time frame fixed.
- The vendor shall issue Digital Signature Certificates with token to employees identified by the department from time to time during the period of contract.
- The Digital signature authentication solution shall be vendor independent and

documentation on the entire solution shall be handed over to the Commissioner.

- The Department shall be vested with the right to use the solution beyond the contract period.

### **3.6 Payments and penalties**

- 60% of the bid amount shall be disbursed to the vendor on the successful commissioning of the project.
- 10% of the bid amount shall be disbursed on the completion of 2<sup>nd</sup> year, 10% on completion of 3<sup>rd</sup> year, 10% on completion of 4<sup>th</sup> year and 10% on completion of 5<sup>th</sup> year.
- Delay in implementing the project / maintenance support will attract penalty which shall be deducted from the outstanding payments.
- Delay in delivering DSC to dealers and officials shall attract penalty which shall be deducted from the payments.

2.

## **4. DETAILS OF RESOURCES**

4.1 Kerala Value Added Tax Information System (KVATIS) is the Application Software used in the Department. The application is having both internet and intranet versions. KVATIS has been developed using JAVA-J2EE architecture. The application Server is running Oracle 10g in RHEL Platform and Oracle 10g backend Database. There are six web based application servers and 4 intranet application servers connected through load balancer. Two Database servers are connected in RAC. The hardware equipments are co-located at the State Data Center (SDC).

4.2 At present Department caters to 1.86 Lakhs of dealers. The Department intends to dispense with the hard copy submission of e-filed returns that are digitally signed. DSC might be implemented mandatorily for dealers in downloading statutory forms, uploading audited reports, uploading Closing Stock Inventory, for applying of all online applications and for any other electronic transactions through KVATIS. All the officers of the Department (600 nos) above the rank of Commercial Tax Officers shall be provided with DSC. The payment for the procurement of DSC for department officials shall be borne by the department.

4.3. The dealers have the liberty to obtain DSC from any approved agencies. However, Department will facilitate obtaining Digital Signature directly from the Selected vendor on pre-fixed price, if required.

### **4.4 Implementation of DSC in the 1<sup>st</sup> Phase**

- e-Filing of Returns - Online filing of periodic returns by registered dealers.

- Uploading of Sales & Purchase Invoice statements - Online uploading of Sales & Purchase statements along with periodic return.
- Digital signing of online return forms
- Digital signing of uploaded invoice files
- e-Downloading of Statutory forms – Downloading of Statutory forms by the dealer from the Invoice details uploaded along with the periodic return.

#### **4.5 The e-filing process flow**

- Login into KVATIS using user id & password.
- Filling in the form details online.
- Uploading of necessary annexure along with the filled in return, in text file format.
- Tax due is computed by the system based on the details furnished.
- The dealer is directed to the respective website of the bank, for effecting e-payment.

On successful e-Payment the dealer will be prompted for digitally sign the electronic data. The digital signing completes the return submission and the signed data is stored to the database. If there is no payment to be made, the dealer can digitally sign and submit the returns. The digital signature is applied over the data in XML / XBRL format.

#### **4.6 e-Downloading of Forms.**

- Select the return period.
- Select the type of statutory form.
- Fill in the form details and select the invoices against which the form is to be issued.

Option has to be provided for Digitally Signing the application and submit. After submission, the statutory form with Digital Signature to be downloaded.

#### **4.7 Implementation of DSC in the 2<sup>nd</sup> Phase**

**Submission of Audit report** - Online submission of Statutory Forms by chartered accountants for those dealers having a turnover limit prescribed from time to time.

**Online applications** – Digital signature for all online applications submitted.

**Electronic communication by Officials.** – Facilitate Digitally Signed communications.

**e-Upload of files** - Online uploading of files in the Department application.

Any other electronic process as decided by the Department.

#### **Technical Details.**

- The application is developed in J2EE using Oracle jDeveloper
- Database is Oracle 10g and in RAC (Real Application Clustering).
- The operating systems on the servers - IBM AIX.
- Application servers are used for the internet application and these servers are connected using external load balancer device. The operating systems on the servers are Red hat Linux.

## **5. SCOPE OF WORK AND SERVICE LEVEL REQUIRED**

### **5.1. Scope of work**

1. Installation, configuration, and maintenance of the Digital Signature signing and verification system and technical support for integration with KVATIS.
2. The Digital Signature Certificates have to be issued to the registered dealers as per the pre-fixed price as per the tender..
3. The Digital Signature Certificates to the employees identified by the Department as well as the dealers to be issued within 30 days from the date of receipt of application. The user can use the DSC for any purpose.
4. Training shall be provided to a minimum of 50 employees to be identified by the Department and shall provide training materials.
5. A separate Service Level Agreement in Non-Judicial Stamp paper (Rs.100) has to be executed within one month of receipt of Purchase order.
6. The service provider shall maintain a toll free helpline service for timely redresses of issues relating to DSC implementation.
7. If the department releases new electronic services / modules during the tenure of contract, the vendor shall provide necessary support for integrating the DSC system.
8. The vendor shall provide necessary support for integration, in case of expansions / upgradations / additions etc to the existing system during the tenure of the contract.

### **5.2. Specifications:**

1. The solution shall have two components: the client side digital signing module (signer component) and server side digital signature verification and validation module (Verification component).
2. The solution should support digital signature for transaction authorization
3. The DSC shall be compatible with most used browsers like Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Netscape Navigator etc. and the token shall work with all Operating System like Windows/Linux/Macintosh etc.
4. The signer component shall provide all standard options for signing keys.
5. The digital signature generated by signer component shall comply with internationally accepted standards like PKCS#1, PKCS#5, PKCS#7, PKCS#11, PKCS#12, CMS. If any changes in the standard are notified by the Government in this regard, the changes shall be incorporated.

6. The signer component shall have the capability to filter expired certificates as well as Class of digital certificates.
7. The digital signature verification component shall be compatible with all Operating Systems like Windows/Linux/Solaris/AIX etc.
8. The digital signature verification shall comply with Application Developer Guidelines mentioned in the Interoperability Guidelines for Digital Signature Certificates issued by Controller of Certifying Authorities, Govt. of India.
9. Real time digital signature verification and validation shall be done by the digital signature verification component.
10. The signature verification component shall in real time verify the certificate expiry, trust chain validation and revocation checking apart from the signature validation.
11. The solution shall accept X.509 v3 digital certificates issued by all licensed certifying authorities in India.
12. The solution should have a web based management console.
13. Solution should be able to integrate with the KVATIS Application through a secured mode.

### **5.3 Penalty**

- a. Delay in implementation : 0.5% of Contract value per week
- b. Delay for providing DSC : Rs.100 per week.

### **6. ELIGIBILITY CRITERIA**

- 6.1 Only to the organizations that have been authorized by Controller of Certifying Authorities, Govt. of India in this regard and self attested copy of the authentication has to be attached.
- 6.2 The bidder should have a valid Income Tax registration. Copy of PAN card shall be furnished.

## 7. FORMAT OF THE FINANCIAL BID

COMMERCIAL BID				
Sl. No	Description	Rates per Signature With USB token	Without USB token	Others (specify)
A	Digital Signature Certificates for traders			
B	Digital Signature Certificates for Officials			
C	Cost for Digital signing and verification solution and technical support for integration with KVATIS			

## 8. SPECIAL TERMS AND CONDITIONS

1. The bidder shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement.
2. Every tender should be accompanied by an agreement as per the prescribed format in ANNEXURE-2 in Kerala Government Stamp Paper worth Rs.100/-
3. Commissioner, The Commercial Taxes Department, reserves all rights to reject the tender, without recording any reason thereof.
4. General Store Purchase Rules will be applicable in all cases.
5. No tender received after the specified date and time will be accepted on any account.
6. The offer of the tender will remain valid for 90 days from the date of opening Tender.
7. If any bidder withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will be forfeited to the Government and such other action will be taken against him as the Government think fit.
8. The successful bidder should be prepared to guarantee satisfactory performance by providing bank guarantee for an amount of 10% of the bid amount, from a nationalized bank. The bank guarantee will be released on expiry of the contract, unless it is revoked otherwise on grounds of valid reason.
9. The Contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Commissioner, The Commercial Taxes Department who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time, if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the

sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

10. In case the contractor becomes insolvent, or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors, for the settlement of his debts, carries on his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his performance guarantee, the contract shall, thereupon, after notice given by the Commissioner, The Commercial Taxes Department to the Contractor be determined and the Department/Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the Government by any breach of contract by the contractor shall be paid by the contractor to the Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
11. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court of competent jurisdiction in Thiruvananthapuram.
12. Any sum of money due and payable to the contractor under this contract may be appropriated by the Commissioner, The Commercial Taxes Department or Government or any other person authorized by Government and set off against any claim of the Commissioner, The Commercial Taxes Department or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Commissioner, The Commercial Taxes Department or Government or any other person authorized by Government. Any sum of money due and payable to the successful bidder or contractor from the Government shall be adjusted against any sum of money due to the Government from his under any other contracts.
13. Every notice hereby required or authorized to be given maybe either given to the contractor personally or last known place of business, or may be handed over to his agent personally, or may be addressed to the contractor by post or e-mail at his usual or last known place of business and if so addressed and posted shall be deemed to have been

served on the contractor on the date on which, in the ordinary course, a communication so addressed would reach his place of business.

14. No representation for enhancement of rates once accepted will be considered.
15. Bidders should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
16. The prices quoted should be inclusive of all taxes, which are or may become payable by the contractor under existing or future law or rules of the country of origin supply or delivery during the course of execution of the contract.
17. Special conditions, if any, of the bidders attached with the tender will not be applicable to the contract, unless they are expressly accepted in writing by the Commissioner, The Commercial Taxes Department.
18. Each page of this document should be signed by the bidder in token of acceptance of the conditions of this tender.

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

**TENDER CONDITIONS ACCEPTANCE LETTER**

To,

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

Sub: Acceptance of Terms & Conditions of Tender

Name of Work: - IMPLEMENTATION OF DIGITAL SIGNATURE CERTIFICATE ALONG WITH DIGITAL SIGNATURE AUTHENTICATION TO TRADERS AND OFFICIALS OF THE COMMERCIAL TAXES DEPARTMENT

**Tender No. ITMC-08 / 2011 / CT**

**G.O. (Rt) No. 724 / 2011 / TD Dated 11.10.2011**

Dear Sir,

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

Yours Faithfully,

(Signature of the Bidder)

Date:

with rubber stamp.

**AGREEMENT**

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

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

Whereas in response to the notification No ITMC-08/2011/CT dated ..... the bounden has submitted to the Government a tender for the items specified therein subject to the terms and conditions contained in the said tender;

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

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

1. In case the tender submitted by the bounden is accepted by the Government and the Contract for the **Implementation of DSC** 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).....

THE END