H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.

(A Unit of H.P. Government Undertaking)



**Request for Proposal**

**for**

**Selection of System Integrator for Study, Design, Development, Implementation**

**Operation & Maintenance**

**of**

**Application, Web-Portal & Mobile Application**

**for**

**Excise and Tax Department, Himachal Pradesh**

(E-Tender No: **SEDC/ETD-HP/SW-DEV/2k22-10928**)

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# Table of Contents

# GLOSSARY

The following terms are used in the document interchangeably to mean:

| Abbreviation | Expansion |
|---|---|
| Bidder | Firm/ company/ business entity who submits proposal in response to this Request for Proposal document |
| Committee | Committee constituted for evaluation of Proposals |
| Contract | Contract entered into by the parties for providing services along with the entire documentation specified in the RFP |
| HPSEDC | HP State Electronics Development Corporation Ltd. |
| GoI | Government of India |
| GoHP | Government of Himachal Pradesh |
| INR | Indian Rupee |
| KPI | Key Performance Indicator |
| LOI | Letter of Intent |
| RFP | Request for Proposal |
| SLA | Service Level Agreement |
| SI | System Integrator |
| Vendor/Bidder | Vendor is one who responds to this RFP document |
| CGCR | Certain goods carried by Road |
| PGT | Passenger and goods tax |
| AGT | Additional goods tax |
| Allied Taxes | CGCR, PGT, AGT, Legacy data of luxury tax etc. |

## DISCLAIMER

- The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the HPSEDC/ETD-HP, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

- This RFP is neither an agreement nor an offer and is only an invitation by HPSEDC/ ETD-HP to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. HPSEDC/ ETD-HP makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. HPSEDC/ ETD-HP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- This is not an offer by the HPSEDC/ ETD-HP but only an invitation to bid in the selection process initiated by the HPSEDC/ ETD-HP . No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the HPSEDC/ ETD-HP and the Bidder.

## Letter of Invitation

HPSEDC through this Letter of Invitation invites eligible bidders to provide services for Study, Design, Development, Implementation Operation & Maintenance of Application, Web-Portal & Mobile Application for Excise and Tax Department, Himachal Pradesh. The bidders shall have prior experience in executing the said works as described in detail under the Scope of Work section in this tender.

1. The Press e-Tender Notice has been published on **13/10/2022** in the following newspapers
   a) Amar Ujala (Chandigarh/ Delhi Edition)
   b) Indian Express (Chandigarh/ Delhi Edition)

2. You are requested to visit the websites www.hpsedc.in and https://hptenders.gov.in for downloading the e-bid and any communication pertaining to changes in the bid document, corrigenda etc.

3. Details on the bid submission date, time and address are provided below:

| Particulars | Details |
|---|---|
| Tender Number | **SEDC/ETD-HP/SW-DEV/2k22-10928**<br>**Date: 13/10/2022** |
| Tender Fee (Non Refundable) | Rs. 5,000/- in the form of Demand Draft of Nationalized/ Scheduled commercial bank drawn in favour of "Managing Director, HPSEDC, Shimla" payable at Shimla or through RTGS (State Bank of India, Khalini, Shimla-2, Account no. 55069383586 IFSC Code-SBIN 0051132) |
| Bid Security (EMD) | Rs. 10,00,000/- (Rs. Ten Lakh only) in the form of Demand Draft of Nationalized / Scheduled Commercial Banks, drawn in favour of "Managing Director, HPSEDC, Shimla" payable at Shimla or through RTGS (State Bank of India, Khalini, Shimla-2, Account no. 55069383586 IFSC Code-SBIN 0051132) |
| Bid Validity | 180 days (from date of Bid Submission) |

| Pre Bid Meeting | Pre bid meeting will be held on **27/10/2022** at 11:30 AM through Video Conferencing. VC Link is as under: https://meet.google.com/kvo-wesb-fhi |
|---|---|
| Date Submission Start Date | **1/11/2022** at 11:30 AM |
| Last Date and time for submission of Bids | **16/11/2022** upto 02:30 PM |
| Date and Time of Opening of Technical Bids | **17/11/2022** upto 02:30 PM |

If any of the dates given above happens to be public holiday in Shimla, the related activity shall be undertaken on the next working day at the same time.

**Bidders may connect with HPSEDC on hpsedc@hpsedc.in**

Yours' Sincerely

General Manager (Tech)

1st Floor, I.T Bhawan,

Mehli, Shimla-171013, H.P

**SECTION – I**

### I.  Scope of Work

The SI shall be responsible for analyzing the requirement, designing and development of VAT Allied Taxes and Excise application on open-source platform for ETD-HP, as per the current system in place on closed source and the functional requirement mentioned in this document. The overall responsibility of the selected System Integrator (SI) shall be to design, develop, implement, and maintain VAT Allied Taxes and Excise application, web portal and Dealer's mobile application in the office of the ETD-HP on similar lines as per the existing system which is up and running as on date. SI shall conduct migration of data to the new developed application and manage and provide technical support for the installed software.

**Broad List of Activities**

Below is the list of the activities to be performed by the system integrator:

1. **Design of VAT Allied Taxes and Excise Application, Web Portal & Dealer's Mobile Application**

   Activities to be performed under application design are as follows:

   - Preparation of SRS document
   - Preparation of High Level Design document such as class design, database design etc.

2. **Development of VAT Allied Taxes and Excise Application, Web Portal & Dealer's Mobile Application**

   Activities to be performed under application development are as follows:

   - Development of various modules
   - Create a build release for the developed Portal & App
   - Testing of the developed application

3. **User Acceptance Testing (UAT) of VAT Allied Taxes and Excise Application, Web Portal & Dealer's Mobile Application**

   Activities to be performed under application UAT as follows:

   - Demo and review of the application feature by the user Department

### 4. Legacy Data Migration

The existing oracle data base will be converted into open-source data base and existing data be migrated to new developed open-source application shall be 100% error free. Post migration the SI will be responsible to keep the system up and running on 24*7 basis.

### 5. Deployment of VAT Allied Taxes and Excise Application, Web Portal & Dealer's Mobile Application

Activities to be performed under application development are as follows:

- Assessment of requirement of infrastructure for hosting of Application and portal
- Deployment of application in HP State Data Centre/ NIC Data Centre
- Security Audit of the application from CERT-In/ CERT-In Empaneled vendors
- Testing of application in Data Centre.

### 6. Training

Activities to be performed under application training are as follows:

- Identify Tech support staff training requirements
- Identify Operation support staff training requirements
- Train tech support staff
- Train operation support staff

### 7. Roll-Out

Activities to be performed under pilot roll-out are as follows:

- Submit go live checklist and audit declaration/certificate
- Open portal & app for live operations
- Go live

### 8. Support & Maintenance

Activities to be performed under support & maintenance are as follows:

- Maintenance of application software's, databases and licenses
- Database backup and data maintenance
- Application server and Database monitoring
- Customization of the application as per the change request submitted by the User Department

The VAT Allied Taxes and Excise Application, web portal & Dealer's mobile application should be available in Hindi & English.

**Features of Dealer's Mobile Application**

Mobile app should have all the features & modules related to dealers that VAT Allied Taxes and Excise Application carries. The app will be available on App Store for i-phone users and Play Store for android users.

The mobile app will mandatorily be the exact replica of the VAT Allied Taxes and Excise Application, web portal but in addition it should comply to the following parameters:

| S. No. | Feature | Description |
|---|---|---|
| 1. | Landing Screen | • Once application will load landing screen will be appear every time to users<br>• Landing screen should have all the navigational menus and submenus available to navigate inside the application |
| 2. | Splash Screen | • The application should launch with momentary splash/branding screen<br>• The screen should have a branding logo of application and name of the application<br>• The splash screen should remain on screen for 3-5 seconds every time when user will open the application |
| 3. | Touch Login | Touch login services using fingerprint authentication shall be available to access various services in a mobile application |
| 4. | Notifications | • User will get various notification/OTP on registered Mobile Number & Email Id<br>• Push notifications to users with ability for the user to Accept / Decline receiving these notifications (Turn notifications on / Off). |
| 5. | One Touch Calling | One Touch Calling and email from app directly to designated help line / call centre numbers or email ids |

| S. No. | Feature | Description |
|---|---|---|
| 6. | Design | • The application should have clean and simple design with perfect color code, font, making it easy for users to navigate through relevant information in fewer taps <br> • The design will be as per the Android and iOS standards and guidelines for smartphones |
| 7. | Response Time | App should work smooth and in less responsive time |
| 8. | Standards | Mobile Application shall be in conformance to standards related to interoperability, data standards, security standards |
| 9. | Scalability | Mobile app solution should be scalable to allow for easy upgrades in future |
| 10. | Ratings & Reviews | Ability for users to rate the App and to add / surf comments |
| 11. | Dealer Dashboard | The dealer should be able to see its dashboard on the application |

**Common Features of Web Portal & Mobile App**

| Sr. No. | Feature | Description |
|---|---|---|
| 1. | Compatibility | Should be compatible with desktops, laptops, mobiles, tabs, i-pads etc. |
| 2. | Platforms Support | Should support windows, android & iOS platforms |
| 3. | Social Media | Social media integration with the ability for users to share their comments with friends and networks via Facebook, Twitter, Instagram, YouTube channel, Google Plus & other media channels |
| 4. | GIGW (Guidelines for Indian Government Websites) | Should be developed as per the GIGW guidelines. |
| 5. | SMS Gateway | Integration with SMS gateway. |

| Sr. No. | Feature | Description |
|---|---|---|
| 6. | Payment Gateway | Integration with at least two payment mechanism and payment gateways etc. to pay all sort of fees / charges for all type of users |
| 7. | Security Features | <ul><li>Security guidelines like: Web Content Accessibility Guidelines, World Wide Web Consortium Compliance, OWASP Vulnerabilities (Open Web Application Security Project) have to be followed while developing the website.</li><li>Web portal should be mandatorily security audited (Safe to Host Certificate) every year from CERT-In/CERT-In Empanelled vendors during the entire contract period.</li></ul> |
| 8. | Search Engine Optimization | Making design and architecture of the site friendly to search engines and using key words for search engine optimization |

## II. Functional Requirement Specifications

The following describes the required list of key functionalities of the proposed VAT Allied Taxes and Excise application. It is to be noted that the intending bidders refer to the state VAT Act and Rules of HP. It is expected that the selected SI provides an application that meets the procedures laid down in the published state VAT Act and Rules. Further, the MIS/reporting requirements stated here are minimum, and the Committee may specify additional requirements at the time of implementation. The VAT Allied Taxes and Excise application should possess features for scalability (in terms of magnitude of operations as well as addition of new modules) and interoperability for future modules if necessary.

1. *Functionality for Registration of Dealers and Management of Basic Information furnished by the Dealers.*

| S. No. | Functionality |
|--------|---------------|
| 1. | Facilitate capturing of details in the system about the (i) dealers and their business (ii) place(s) of business (including factory, godown, office, sale outlet or any other place or additional place of business) (iii) constitution and nature of business (iv) dealer's addresses (v) Bank/ other Accounts (vi) details of immovable properties (vii) interest of partners etc in business (viii) goods required for use in manufacture etc. (ix) security furnished (x) photographs (xi) signatures of the dealer for registration under VAT Allied Taxes and Excise and CST Act and for communication with the Department. (xii) Other details. |
| 2. | Facilitate checking of enclosures with registration application and checking of particulars of the RC application, filed by the applicant dealer, as per the instruction sheet issued by the department. |
| 3. | Facilitate generating and issuing of the receipt to the applying dealer. |
| 4. | Allow storage of scrutiny and physical enquiry date by the concerned official into the system. |
| 5. | Facilitate grant/ rejection of a registration application and recording of reasons for rejection. |
| 6. | Facilitate issue of Registration Certification (RC) to the dealer. |
| 7. | Facilitate issue of attested copy or duplicate copy of Registration Certificate to the dealer |
| 8. | Facilitate amendment, renewal, suspension, cancellation of Registration Certificate |
| 9. | Facilitate issue of notices relating to any matter relating to registration |

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|---|---|
| 10. | Facilitate tracking of status of security (whether alive, continuing, default, expired, deficient) etc. |
| 11. | Facilitate tracking of status of field enquiry by ETI/ ETO and report on RC application. |
| 12. | Facilitate search on dealer records using various parameters |
| 13. | Facilitate identification of risk parameters and assigning a dealer wise rating for default Risk. |
| 14. | MIS:<br><br>Application status of dealers.<br><br>Number of dealers registered during each month and each year.<br><br>Number of dealers (registered, cancelled, suspended etc.).<br><br>Trade-wise and Commodity-wise list of dealers.<br><br>Life, quantum, deficiency, replenishment and requirement of security  Generation of MIS and operational reports should be performed with both old new registration numbers. |
| 15. | Generation of TIN numbers for each new RC issue using the method to be specified by PIC (This  must be kept confidential). |

2.      *Functionality of recording payment of tax under the VAT and CST Acts*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate, in every district, daily capture of dealer-wise, Head / Sub-Head/<br><br>Minor Head of Account- wise details of  payments of VAT and CST  through<br><br>Challans / Treasury receipts received from the collection agencies directly or through dealers. |
| 2. | Facilitate capturing of daily and dealer-wise details of online payments made by the dealers. |
| 3. | Facilitate on-line transfer of information in 1.  and 2. above, from the Treasuries, if so desired by the Government. |
| 4. | Facilitate generation of monthly statements  in  Daily Collection Register, as required by the rules  for  payments collected district-wise. |
| 5. | Facilitate district-wise   monthly re-conciliation of dealer-wise payments with the Treasury. |

| 6. | MIS |
|---|---|
| | Generate district-wise Daily Collection Register Head / Sub-Head/ Minor Head of Account- wise. |
| | Generate a monthly statement of tax etc. collected for reconciliation with the Treasury. |
| | Generate quarterly reports from the Collection Register for assessment circle, district and zone and comparison of receipts with revenue collection targets. |
| | List of dealers paying tax above a specified amount. |
| | List of dealers who paid tax more than the corresponding period of the last year. |

3. *Functionality of Return Management*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate generation of acknowledgment for filing of periodical returns. |
| 2. | Facilitate data entry in Demand and Collection Registers and maintenance of periodic information in original and revised returns filed under VAT/CST. |
| 3. | Facilitate capturing of list of purchases and list of sales submitted by the dealer along with the returns. |
| 4. | Facilitate generation of defaulter lists (for dealers not filing returns) for a specified period |
| 5. | Facilitate generation and issue of notices and reminders to defaulters and tracking of such notices etc. |
| 6. | Facilitate tracking of returns filed beyond prescribed dates and calculation of fixed penalty and interest for delay. |
| 7. | Facilitate generation of demand notice for interest on delayed payment of tax. |
| 8. | Facilitate generation of fixed penalty order. |
| 9. | Facilitate matching of invoices (List of sales, list of purchases) of one dealer with that of the other dealer and bringing out the cases of discrepancy (sales invoice of one dealer with the corresponding purchase invoice of another dealer) |
| 10. | Facilitate capturing of details of ITC claimed and ITC reversed. |
| 11. | Facilitate cross verification of ITC (Input Tax Credit), Sales and Purchases. |
| 12. | Facilitate identification of false claims of Input Tax Credit. |
| 13. | Facilitate identification of unaccounted for purchases and sales. |

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|---|---|
| 14. | Facilitate capturing of details of purchases on Tax Invoices for (i) use in Telecommunication network, generation and distribution of electricity or other form of power use in manufacture or packing of tax-free goods, left in stock (whether in manufactured of processed form or left otherwise and when tax invoices not available or does not show tax separately). |
| 15. | Facilitate details about accounting of forms VAT XXVI-A, Form 'C', 'E-I, 'E-II, 'F' and 'H' issued to the dealers. |
| 16. | Facilitate capturing details of statutory declarations ST-XXVI-A and others VAT forms, Form 'C', 'D', 'E-I', 'E-II', 'F' and 'H' received from other dealers and furnished with the returns. |
| 17. | Verification of stock inventory with reference to inventory at the beginning, purchases and any other condition as required by Department. |
| 18. | Comparison of stock to sales and raising appropriate alerts as per pre-defined conditions |
| 19. | Comparison of the Dealer's sales as per the sales invoices entered with the return figures filed. |
| 20. | Comparison of the Dealer's purchases as per the purchase invoices entered with the return figures filed. |
| 21. | Comparison of sales to purchase ratio and raising appropriate. |
| 22. | MIS<br><br>Report of Circle/ward-wise details of cheques and drafts received along with the returns for submission to the banks and their accounting.<br><br>Report on Circle-wise position of live dealers and returns received in each quarter and amount of tax collected.<br><br>Report of Circle-wise list of return defaulters, number of notices issued, finalized and returns enforced along with the amount of tax penalty and interest realized from defaulters.<br><br>Report on circle wise list of returns received in the defined slabs of GTO (Nil, 0 to 10 lakhs, 10 to 20, 20 to 30 and above 50 lakhs as per instructions of the Department)— with facility to change the slabs later.<br><br>Report on Circle wise list of returns received in the defined slabs of tax with facility to change the slabs later as per instructions of Department. |

| | Report on trade-wise tax collection and its comparison with the tax received in the previous year. These reports should be prepared for any specified period. |
|---|---|
| | Abstract of the gross turnover, deductions from gross turnover, taxable turnover (rate-of-tax-wise) ITC claimed and reversed, and tax paid returnwise for each return period and also each year. |
| | Trading account, including calculation of gross profit on sales. |

4.    *Functionality for Refund*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate capturing details of refund application and reporting thereon. |
| 2. | Facilitate generation of a refund order. |
| 3. | Facilitate generation of a refund payment order in Form VAT-XXXIV. |
| 4. | Facilitate generation of refund adjustment order in Form VAT-XXXV. |
| 5. | Facilitate generation of interest payment order, wherever applicable. |
| 6. | Facilitate identification of false refund claims by using checking mechanism. |
| 7. | MIS:<br><br>• Statement of refund applications received and disposed of during a quarter.<br>• Statement of amounts refunded during a quarter and a year showing (I) amounts of refund claims, (ii) amounts refunded by issuing refund payment orders and adjusted by refund-adjustment orders. |

5.    *Functionality for Appeals*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate registration of appeals and storage of record of appeal applications in institution registered of appeals prescribed. |
| 2. | Facilitate summary/gist of cases to be entered and maintained. Details like name of advocate etc. relevant to the case should also be captured. |
| 3. | Facilitate scrutiny of appeal applications using check list for necessary documents (payment details, copies of orders appealed against, other documents etc.). |
| 4. | Facilitate entertainment of appeals and generation of orders admitting appeals subject to part or full payment of the disputed tax demand, including stay orders. |

| S. No. | |
|---|---|
| 5. | Facilitate capturing details of hearing date allotment and notices to be sent to the parties. |
| 6. | Facilitate on-line communication to Assessing Authorities/ ETOs etc. And tracking replies from them. |
| 7. | Facilitate capturing of the details of disposal of appeals in the prescribed disposal register. |
| 8. | MIS:<br><br>• Appellate Authority-wise quarterly report on appeals filed along with disputed tax amounts.<br><br>• Quarterly report on Assessing Authority-wise and Circle-wise appeals filed.<br>• Quartery report on institution, disposal and pendency of appeals by each of the Appellate Authorities. |

6.      *Functionality for Monitoring Revision*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate capturing details of initiation and registration of revisions and storage of record thereof in institution register of revisions, as prescribed. |
| 2. | Facilitate generation of revision notices by Revisional Authorities (except the High Court). |
| 3. | Facilitate summary/gist of revisions to be entered and maintained. |
| 4. | Facilitate capturing details of hearing dates allotment and notices to be sent to the parties. |
| 5. | Facilitate capturing of details like name of advocate etc representing the case. |
| 6. | Facilitate on-line communication to Assessing Authorities/ ETOs etc. and tracking replies from them. |
| 7. | Facilitate capturing of the details of disposal of revisions in the prescribed disposal register. |
| 8. | MIS:<br><br>• Appellate Authority-wise quarterly report on revisions initiated along with disputed tax amounts.<br><br>• Quarterly report on Assessing Authority-wise and Circle-wise revisions initiated. |
| 9. | Quarterly report on institution, disposal and pendency of revisions by each of the Revisional Authorities (except the High Court). |

*7.* *Functionality for Recovery Management*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate capturing of details of demand notices issued in respect of additional demand of tax, penalty or interest on assessment or under any other order issued by any authority. |
| 2. | Facilitate tracking of collection of additional demands dealer-wise, assessment circle-wise and to facilitate re-conciliation of payments received by challans through Treasury, main/ Sub- Head-wise as tax, penalty, interest. |
| 3. | Facilitate calculation of interest on delayed payment of additional demands in 2 above. |
| 4. | Facilitate issuance of recovery notices to defaulting dealers etc and tracking these. |
| 5. | Facilitate automatic updating of assessment Circle office records (file) of the dealer on receipt of payment and to facilitate automatic reconciliation of payments with the Daily Collection Register, Demand and Collection Register. |
| 6. | Facilitate capturing of details of initiation of cases of un-recovered amounts after exhausting normal recovery process as Arrears of Land Revenue or under Special Mode of Recovery. |
| 7. | Facilitate capturing details of issuance of writs of demands and recovery certificates within the State and to other districts/ States. |
| 8. | Facilitate capturing details and maintaining record relating to – <br><br>(i) arrests for recovery and release of defaulters detained; <br><br>(ii) attachment of assets and properties; <br><br>(iii) de-attachment of assets and property in case of payment or on decision of the case in favour of the dealer; |
| 9. | Facilitate capturing details regarding— <br><br>(i) generate auction notices for attached assets and properties; <br><br>(ii) auctions of assets and properties; <br>(iii) record of revenue collection through auctions. |
| 10. | Facilitate capturing of details of cases on non-recovery or irrecoverable demands for write-off. |

| 11. | MIS: |
|---|---|
| | • District-wise and Circle-wise quarterly list of cases under process of recovery of Arrears of Land Revenue (ALR). |
| | • District-wise and Circle-wise monthly list of writs of demands, arrests, attachments, auctions, recovery and de-attachments issued. |
| | • District-wise and Circle-wise Opening Balance at beginning, during and at the end of the quarter/year, accruals during quarter/ year, recoveries during quarter/year and closing balance at the end of the quarter/year. |
| | • Report on completion of process of recovery under ALR in cases where recovery has been partly possible and the part/ full amount has become irrecoverable, for processing the cases for write-off. |
| | • District/Circle-wise report on cases under write-off and finally written off and the amount of demand written off. |
| | • Ageing analysis report. |
| | • Amount-wise categorization of recovery certificates. |

8. *Functionality for Multipurpose Check posts/ Barriers*

Under section 34 of the HP VAT Act, 2005, the Government has established Check posts and Barriers for inspection of goods in transit for prevention or checking of evasion of tax under this Act. For this purpose, the person in-charge of goods carriage or vessels or owner of the goods is required to carry with him certain specified documents and to submit the information in Forms VAT-XXVI or XXVI-A or VAT-XXVII. The officer in-charge of the barrier inspects the goods and the documents and may allow the goods to move on or he may detain the goods and deal with the same by the prescribed methods of documentation, penalty, recovery of penalty and even by auction of goods for the purpose. The functionality includes:

| S. No. | Functionality |
|---|---|
| 1. | Facilitate capture of information relating to consignor, consignee, destination of goods, vehicle No., details of goods and value of goods etc. in VAT forms prescribed. |
| 2. | Facilitate capturing of details of Form VAT-XXVI-A received and issued dealerwise by the Assessing Authorities. |

| | |
|---|---|
| 3. | Facilitate capturing of details of Forms in Form VAT XXVI-A in respect of registered dealers, check-post-wise and dealer-wise. |
| 4. | Facilitate capturing of details of Forms in Form VAT XXVI-A in respect of un-registered dealers, check-post-wise and dealer-wise. |
| 5. | Facilitate capturing of details of VAT XXVI-A forms dealer-wise in register in Form VAT-XXVI-F. |
| 6. | Facilitate scrutiny of information such as TIN number of the dealer and the commodities dealt in by comparing it with data-wise available in the system. |
| 7. | Facilitate tracking of arrival information of vehicles. |
| 8. | Facilitate interlinking requirements:<br><br>Facilitate the excess to updated dealers data-wise from the districts through interlinking<br><br>Facilitate reconciliation of details of goods and declarations furnished at the entry check-post with the exit check-post (cases like those covered by Form VAT XXVII.<br><br>Facilitate interface with Circle office for accessing the check post information such as dealer-wise break up and commodity wise break-up. |
| 9. | Facilitate the following processes:<br><br>Detention of goods.<br><br>• Enforcement of proper and genuine bills.<br>• Enforcement of security for goods released.<br>• Release of goods.<br>• Auction of goods.<br>• Verification of transit pass (VAT-XXVII).<br><br>Registration of complaints. |
| 10. | MIS:<br><br>• Statement of VAT-XXVI-A forms in respect of registered dealers.<br>• Statement of VAT-XXVI-A forms in respect of un-registered dealers.<br>• Statement of number of VAT-XXVI-A forms received and issued Circle-wise by each Assessing Authority.<br>• Statement showing number of VAT-XXVI-A forms generated at each M.P. Barrier electronically during each month and the amount of charges recovered. |

9.      *Functionality for deemed assessment*

| S. No. | Functionality |
|---|---|
| | |

| | |
|---|---|
| 1. | Facilitate serving of notice under rule 44 in case of incomplete returns. |
| 2. | Facilitate classification of return as (i) correct and (ii) complete within the parameters contained in rule 64. |
| 3. | Facilitate issuance of acknowledgement of annual rerun considered as deemed assessment order. |
| 4. | Facilitate identification of dealers in whose cases acknowledgement deemed |
| 5. | assessment order has not been issued and whose cases require to be dealt with for assessment by initiating assessment proceedings under section 21. . |
| 6. | Facilitate selection of cases for scrutiny under rule 66 by using given parameters. |
| 7. | Facilitate capturing of details of scrutiny of returns undertaken by Assessing Authorities. |
| 8. | MIS:<br><br>• Periodical reports on completion of incomplete returns.<br>• Periodical report on number of returns classified as (i) correct, and (ii) complete.<br>• Periodical report on dealers who have been issued acknowledgement and are deemed assessed.<br>• Periodical report on dealers who have to be assessed by initiating proceedings under section 21.<br><br>Periodical report on cases selected for scrutiny under rule 66. |

10.  *Functionality assessments and its entry into the register of institution and assessment cases*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate generation and issuance of notices for assessment under section 21. |
| 2. | Facilitate entry of notices for assessment in Peshi Register. |
| 3. | Facilitate recording of dealer's objections and evidences. |
| 4. | Facilitate capturing of enquiry and inspection reports made by Assessing Authorities in assessment proceedings and their storage in the system. |
| 5. | Facilitate generation of abstracts of—<br><br>(a) Voluntarily disclosed gross turnover, taxable turnover, deductions, claims etc,<br>(b) adverse information against the dealer from all sources—(i) M.P. Barriers, (ii) inspection of goods during their movement (other than at barriers), (iii) |

| | inspection of goods and records at the business premises, (iv) any other information from collateral sources, and (v) framing of assessment, including imposition of penalty and interest.<br><br>(c) Dealer's version about these aspects as recorded during hearing / assessment proceedings, and<br><br>(d) Other aspects relating to assessment. |
|---|---|
| 6. | Facilitate generation of (a) assessment order, (b) penalty order, and (c) interest computation order, under separate and distinct parts for each of these aspects. |
| 7. | Facilitate generation of tax demand notice on completion of assessment and its entry in the Demand and Collection Register. |
| 8. | Facilitate generation of penalty notice for demands unpaid within the time allowed for payment as per tax demand notice issued. |
| 9. | Facilitate determination of clerical and arithmetical mistakes and capturing of new and definite information for re-assessment. |
| 10. | Facilitate generation and issue of re-assessment notice and entry into institution and disposal register. |
| 11. | Facilitate conclusion of re-assessment in the same way as original assessment. |
| 12. | Facilitate issuance of tax demand notice on re-assessment and its entry into demand and collection register and completion of action on other aspects relating to re-assessment. |
| 13. | MIS:<br><br>Periodical report on number of cases covered by deemed assessment.<br><br>Periodical report on assessee-wise and year-wise (i) pending assessment cases inherited from the previous year, (ii) new cases instituted at the commencement of the year, (iii) cases disposed of during the year and (iv) cases pending at the close of the year (both of VAT and CST).<br>Periodical report on (i) additional demand created, (ii) recovered, and (iii) balance.<br>Similar reports on re-assessment. |

11.     *Functionality of enforcement and inspection*

| S. No. | Functionality |
|---|---|

| S. No. | |
|---|---|
| 1. | Facilitate capturing dealer-wise details of purchases, sales, manufacture, warehousing, consignment and the like collected about from external sources (e.g. TINXSYS, Transport Companies, Railways, Banks, Post offices etc.) for cross verification purposes. |
| 2. | Facilitate capturing of details of surprise inspections of dealer's business premises, accounts and results of cross verification with other dealers, suppliers, purchasers etc. |
| 3. | Facilitate storage of record of searches, seizures of account books, of purchase, sales, consignment transfers etc. |
| 4. | Facilitate inter-district co-relation information of purchases sales, consignment transfers etc. |

12. *Functionality of lumpsum payment of tax by way of composition*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate capturing of details about dealers and payments of lumpsum tax made by Brick-Kiln owners as prescribed rule 46. |
| 2. | Facilitate capturing of details about dealers and payment of tax by 'C' and 'D' Class works contractors as prescribed rule 48. |
| 3. | Facilitate capture of details about dealers and payment of tax by Village Industries as prescribed rule 49. |
| 4. | Facilitate capturing of payment of lumpsum tax by other dealers as prescribed rule 50. |
| 5. | MIS: Periodical reports about correlation of tax collected as lumpsum with the total VAT collections. Periodical reports of different categories of lumpsum-tax-payers and amounts of tax paid during a given period, category-wise and aggregate. |

13. *Functionality relating to number of works contracts allotted and deduction of tax from bills/ invoices of Works Contractors during each year*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate generation and assignment of district-wise of tax deduction number to the Contractees. |

| | |
|---|---|
| 2. | Facilitate data entry of the— |
| | (i)     number of works contracts allotted by the Contractees in each district, |
| | (ii)    particulars of work s assigned, |
| | (iii)   particulars of work contractors to whom the work has been allotted, and |
| | (iv)   value of works contact. |
| 3. | Facilitate capturing of details of turnover of works contract for which the bills/ invoices were raised by contractor and payments made by contractees. |
| 4. | Facilitate capturing of details relating to amounts deducted under section 17 and rule 38 and paid into the contractor's account (who is supposed to be a registered dealer). |
| 5. | MIS:<br><br>Periodical and district-wise and assessment circle-wise report about number of registered contractors with Tax Deduction Numbers.<br>Periodical and district-wise and assessment circle-wise report on-<br><br>contracts allotted--Contractee-wise and Contractor-wise,<br><br>nature of works contracts, and value of works contacts.<br><br>Periodical and district-wise and assessment circle-wise report on amounts--<br><br>of tax deducted from the bills/ invoices of the works contactors, and credited into the treasury, by tax deducting contractee |

14. Functionality of annual commodity-wise tax return

| S. No. | Functionality |
|---|---|
| 1. | Facilitate capturing of details of commodities sold for the first time at full rates of tax and break-up of taxable turnover rate-of-tax-wise. |
| 2. | MIS:<br><br>Periodical report on turnover and receipt of tax from each commodity covered by the return. |

15. *Functionality relating to incentives provided to industries*

| S. No. | Functionality |
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| | |
|---|---|
| 1. | Facilitate capture of details of (i) dealers running industrial units manufacturing goods, (ii) whether new industry or existing industry or industries undertaking substantial expansion, (iii) their gross turnover, (iv) taxable turnover covered by (a) exemption (partial or full), (b) deferment (partial or full), (c) deferment because of substantial expansion, or (d) facility of upfront payment @ 65% of the deferred tax liability, (v) tax effect , (vi) other aspects. |
| 2. | MIS: <br><br> Periodical report on (a) number of dealers enjoying incentives, (b) nature of incentive ((i) exemption, (ii) deferment (partial or full), (iii) deferment because of substantial expansion, or (iv) upfront payment @ 65% of the deferred tax liability) (c) turnover on which – <br><br> (i) full exemption, <br><br> (ii) partial exemption, <br><br> (iii) deferment in full, <br><br> (iv) deferment due to substantial expansion, <br><br> (v) facility of upfront payment @ 65% of deferrable tax liability, <br><br> (vi) tax effect, and (vii) other aspects. <br><br> has been claimed and availed of under any incentives notified by the Department. |

16.     *Functionality relating to other aspects*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate capture of details relating to other aspects of HP VAT Act, 2005 and the HP VAT Rules, 2005 and the CST Act, 1956 and the rules made thereunder, as may be assigned. |
| 2. | Facilitate capture of details relating to periodical administrative returns from the field offices to the Headquarters and Headquarters to the Government, as may be assigned. |
| 3. | MIS: <br><br> As may be assigned. |

## III.   General Functionalities
*1.     Functionality for Registration*

| S. No. | Functionality |
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|---|---|
| 1. | Facilitate capture of registration details in the system, including photographs and signature of the dealer for registration of dealers under VAT and CST Acts |
| 2. | Facilitate checking of the required attachments, as necessary, provided by the registering dealer along with the RC application form as per the instruction sheet given by the department |
| 3. | Facilitate capture of details of security or additional security in various forms along with the date of expiry of such security in case of time limited securities |
| 4. | Allow storage of notes or physical inspection data entered by the concerned official into the system |
| 5. | Facilitate generating and issuing of the receipt to the applying dealer |
| 6. | Facilitate approval/rejection of a registration application, and recording of reasons, as applicable |
| 7. | Facilitate issue of Registration Certificate (RC) to the newly registering dealer |
| 8. | Facilitate issue Of VAT Registration Certificate (RC) to the already registered dealer (under Sales Tax) |
| 9. | Facilitate identification of risk parameters, and assigning a Dealer wise Rating for Default Risk |
| 10. | Facilitate amendments to the registration details of a dealer. These may include: Change in dealer's place of business Cancellation / Suspension of Registration – Voluntary or Suo-moto In case of cancellation, the software shall facilitate the statutory procedural requirements. |
| 11. | Facilitate issue of notices to the dealer |
| 12. | Facilitate and track security demand and receipt information |
| 13. | Facilitate issue of attested copy of RC |
| 14. | Facilitate issue of duplicate RC For HP, facilitate replacement of RC under section 14(2) of HP VAT Act |
| 15. | Facilitate tracking of liable un-registered dealers |
| 16. | Track application status and relevant dates, provide alerts on delays, and facilitate recording of reason for the same |
| 17. | Facilitate search on dealer records using various search parameters |
| 18. | Facilitate capture & storage of a dealer's transactional data in case of sources of official communication such as Treasury, Authorised Banks, Central Excise, Warehouses, Transporting agencies, ports, consumers, and other government agencies. |

| | |
|---|---|
| 19. | Generation of TIN numbers for each RC issue. |
| 20. | MIS:<br><br>Status of dealers (registered, cancelled, suspended etc.)<br>List of registered dealers in required format<br>Liable unregistered dealers<br>Trade-wise and Commodity-wise list of dealers<br>Security demand and receipts<br>Status of security furnished by dealers (alerts for securities which are nearing expiration)<br><br>Application status of dealers<br>List of dealers with gross turnover in specified slabs<br>Generation of MIS and operational reports should be performed displaying both old and new registration numbers |

2. *Functionality for Dealer Tax Accounting*

   *Dealer Tax accounting caters to the tracking of the payments of a dealer. The functionalities for this set of tasks include:*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate the maintenance of a record of attached dealer assets, partners' details and their premises, bank account detail etc. |
| 2. | Facilitate the maintenance of the business commodities details of the dealer |
| 3. | Facilitate tracking of refund / adjustments with the return |
| 4. | Facilitate efficient tracking of the all modes of payment of tax by the dealer. |
| 5. | Facilitate maintaining the details of the collection of audited tax unpaid by the dealers for which a Recovery Certificate/Tax Demand Notice has been issued. |
| 6. | Facility to capture turnover details dealers |
| 7. | Facility to capture sales and purchases filed by the dealer commodity-wise |
| 8. | Facility to capture sales and purchases returns filed by the dealer commodity-wise |
| 9. | Facility to capture stock-inventory |
| 10. | Facility to capture details of self-supplies |
| 11. | Facility to capture details of capital goods |
| 12. | Facility to capture and processing details of statutory forms including C-Form |

| S. No. | Functionality |
|---|---|
| 13. | Facilitating verification of tax related information filed by the dealer including: |
| | Commodity rate verification |
| | Tax calculation |
| | Sum of sales turnover |
| | Sum of tax |
| | Details of invalid cheques |
| | Short-payments |
| | Previous balances |
| | Detection and enlisting of stop-filers |
| | Maintaining offence history |

3. *Functionality* for Tax Payment

| S. No. | Functionality |
|---|---|
| 1. | Facilitate maintenance and tracking of revenue collection targets among various Circle/District/Zone |
| 2. | Facilitate integration with the payment collection agencies such as the Treasury and the authorized banks, where these agencies are computerized, and if decided by the state. |
| 3. | Facilitate capture of information from scrolls/challans received from the payment collection agencies. Facilitate online transfer of information from the payment agencies if integration with the agencies is opted by the state. |
| 4. | Facilitate tracking of revenue collection through challan data, including challans issued by the ETD-HP |
| 5. | Facilitate reconciliation of payment collection information between the department and the payment agencies, and generation of statements identifying unreconciled accounts. |
| 6. | Facilitate dealer-wise reconciliation of payment information (from collection agencies) with returns filed and generation of statement of deviations. |
| 7. | Generate statements as required by the Rules for payment collected division, circle, district and zone-wise. Generate Dealer wise analytical & comparative register |
| 8. | Capture information from Recovery Challans |
| 9. | Facilitate online payment of tax, if decided by the State. |

| | |
|---|---|
| 10. | Facilitate providing set off of tax by taxpayers on their stock at the time of enactment of the Act |
| 11. | Facilitate generation of annual credit statements when ITC is carried forwared for reconciliation of claims |
| 12. | MIS

Maintenance of Daily Collection Register and reconciliation of payment

Generate Circle/District/Zone -wise Monthly comparative collection register

Preparation of periodic act wise revenue collection register

Trade wise tax paid by the dealer for any specified period as required by Assessing Authority
List of tax paying dealers above a specified amount

Dealers who have paid more tax in the corresponding period of previous year |

4.     *Functionality for Returns Management*

| S. No. | Functionality |
|---|---|
| 1. | Facilitate data entry and maintenance of periodic filing of returns information under different acts (VAT, CST etc.). |
| 2. | Facilitate filing of revised return |
| 3. | Facilitate generation of receipt for filing of returns |
| 4. | Facilitate generation of defaulter list (for dealers not filing returns) for a specified period. Facilitate issue and tracking of reminders and notices to defaulters |
| 5. | Facilitate tracking of returns that are filed beyond the deadline and calculation of penalty and interest for the same |
| 6. | Facilitate generation of penalty order |
| 7. | Facilitate capture of list of purchases and list of sales submitted along with the returns by the dealer. |
| 8. | Facilitate capture of trading account details |
| 9. | Facilitate commodity wise details |
| 10. | Facilitate cross verification of ITR (Input Tax Rebate) and Sales – Purchase |
| 11. | Facilitate scrutiny of returns submitted and identification of erroneous returns according to the instructions for the same used by the department |
| 12. | Facilitate provisional assessment of the dealers who haven't filed returns |
| 13. | Facilitate raising demand order for additional tax. Facilitate generation of automatic demand notices. |

| | |
|---|---|
| 14 | Facilitate online generation of challan information and transfer of this data electronically between offices |
| 15 | Facilitate online filing of returns |
| Facilitate the following based on the information entered in the system: | |
| 16. | Comparison of the Dealer's sales as per the sales invoices entered with the return figures filed |
| 17. | Comparison of the Dealer's purchases as per the purchase invoices entered with the return figures filed |
| 18. | Comparison of sales to purchase ratio and raising appropriate alerts as per pre-defined conditions |
| 19. | Comparison of stock to sales and raising appropriate alerts as per pre-defined conditions |
| 20. | Comparison of gross profit to purchase ratio and raising appropriate alerts as per pre-defined conditions |
| 21. | Verification of stock inventory with reference to inventory at the beginning, purchases, self-supplies and any other condition as required by department |
| 22. | Comparison unit price of purchase to inventory declared by the dealer. |
| 23. | Compare cost of raw material to finished products |
| 24. | Matching invoices (List of sales, list of purchases) of one dealer with that of the other dealer and bringing out the cases of discrepancy (sales invoice of one dealer with the corresponding purchase invoice of another dealer) |
| 25. | Calculation of sum of variation in price and tax collected |
| 26. | Facility to identify false claims of input tax |
| 27. | Facilitate rectification in case of incorrect returns. Facilitate raising additional demand notice, if necessary, in case of rectification. |
| 28. | Facilitate maintenance of scrutiny details |
| 29. | Facilitate issuance of scrutiny notices |

| 30. | MIS: |
|---|---|
| | Report of Circle/ward-wise detail of cheques received along with the returns for submission to the banks |
| | Report of Circle/ward-wise list of return defaulters, along with the show cause notices |
| | Report on Circle/ward-wise position of live dealers and returns received in each quarter. |
| | Report on Circle wise list of returns received in the defined slabs of tax |
| | Report on circle wise list of returns received in the defined slabs of GTO (Nil, 0 to 10 lakh, 10 to 20, 20 to 30 and above 50 lakhs) – with facility to change the slabs later |
| | Report on trade-wise tax comparisons: Which depicts the trade wise tax received compared with the tax received in the previous year. These reports should be prepared for any specified period. |

## 5. *Functionality for Refund*

The Refund module caters to the refund related activities of a dealer. The functionality of this module includes:

| S. No. | Functionality |
|---|---|
| 1. | Facilitate identification of refund cases among dealers |
| 2. | Facilitate entry of refund application and its sanction <br> Facilitate the assessing authority in determining the amount of refund and submit the case to appropriate authorities as per the case |
| 3. | Facilitate adjustment of refund with tax payable |
| 4. | Facilitate entry of refund payment details and voucher generation |
| 5. | Calculate interest on refund |
| 6. | Facilitate identification of false refund claims using checking mechanisms |

## 6. *Functionality for Tax Scrutiny*

This module deals with the scrutiny of dealers registered with HP Excise and Taxation and Central Sales Tax. The functionality of this module includes:

| S. No. | Functionality |
|---|---|
| 1. | Facilitate specification of parameters for selection of audit cases for scrutiny <br> 12 parameters mentioned in Rule 66 of HP VAT Rules |

| | |
|---|---|
| 2. | Facilitate automatic generation of list of dealers based on the specified parameters |
| 3. | Facilitate staffing and scheduling of teams for assessment. Facilitate assignment of cases to teams |
| 4. | Facilitate issue of assessment notice to the dealer |
| 5. | Facilitate preparation of reports by the assessment team; facilitate storage of inspection notes, notices, replies furnished by dealer, etc in the system |
| 6. | Facilitate generation and issue of tax demand notice to the dealer. Facilitate tracking of the same for the receipt of payment against the notice. |
| 7. | Facilitate generation of Refund Order as a result of audit |
| 8. | Facilitate communication of notice and replies to the notice between the State Headquarter, Zonal, District and Circle offices (assessing authority) |
| 9. | Facilitate access to previous returns filed and all details available with the department about the dealer |
| 10. | MIS: List of past outstanding cases and the results of the current scrutiny Circle wise cases deletion detailed- maintained year-wise Performance indicator report- quarterly Reminders-monthly Replies-periodically |
| 11. | Facilitate issue of audit assessment notice to the dealer |
| 12. | Facilitate generation and issue of demand notice to the dealer. Facilitate tracking of the same for the receipt of payment against the notice. |
| 13. | Facilitate generation of Refund Order as a result of audit assessment |
| 14. | Facilitate adjustment of payment against any other demands or payment of refund after adjustment. |
| 15. | Facilitate Re-Assessment of dealer (on request by the dealer / by authority), issuance of a re-assessment notice to the dealer |
| 16. | Facilitate maintenance of assessment summary |
| 17. | Facilitate access to classification tables and tribunal/High Court/Supreme court judgments for better quality assessment. |

7. *Functionality* for Appeals

*This list deals with the task of monitoring of appeals filed by the dealers and various court cases in which department is a party.*

(i)     Appeal Monitoring

| S. No. | Functionality |
|---|---|
| 1. | Facilitate acceptance and storage of record of appeal applications using a checklist of necessary documents (payment, credentials etc.) and generate report of summary rejection with the appropriate reason if any. |
| 2. | Facilitate preparation of reports of hearing date and communication  (notices) to be sent to appropriate parties (***) |
| 3. | Facilitate the appropriate authority to grant a stay order |
| 4. | Facilitate issuing notice disposing off an appeal |
| 5. | Facilitate maintenance of an Institution register |
| 6. | Facilitate memorandum of appeals cases to be entered and maintained.  Details like name of advocate etc. relevant to the case should also be captured |
| 7. | Facilitate sending of online memos to the ETO's/CTO's and capture and storage responses from them |
| 8. | Facilitate the transfer/receipt of appeal to/from other appellate authority to another by appropriate authorities |
| 9. | Facilitate capture (receipt) of details of second appeal cases |
| 10 | MIS<br><br>Pendancy of cases along different search parameters<br>Maintanance of statutory registers for details of cases<br>Position of appeals disputed tax wise<br>Position of appeals Year wise and circle wise<br>Position of appeals assessing Office wise |

8.     *Functionality for Revisions*

| | |
|---|---|
| 1. | Facilitate the entry of revision application received from dealer after checking for completeness |
| 2. | Facilitate Revision by Commissioner (in case of HP) |
| 3. | Facilitate the rejection of revision application by the department if decided by proper authority during the revision process. |
| 4. | Facilitate preparing communication (notices) to be sent to the applicant and the assessing authority |
| 5. | Facilitate the preparation of summons, stay order, service of notices by the appropriate authority during revisions process |

| | |
|---|---|
| 6. | Facilitate the revisional authority to impose cost on the appellant for the process of revision |
| 7. | Facilitate the judicial officers to enter progress report |
| 8. | Maintenance of statutory registers related to the revisions process (e.g. institution register, disposal register) |
| 9. | MIS: <br><br> Pendancy of cases searchable along various parameters (like amount, assessing authority etc.) |

9. *Functionality for the MP Barrier/Entry points*

Information is collected from MP Barriers and other various sources such as Mandi, Railways, Loading/Unloading point, etc to detect tax evasion. Enforcement deals with the information regarding the raid using information collected as described above. The set of functionalities listed below cater to the activities to ensure that no material could enter the state without proper declaration, thus forcing the dealers to declare their purchases made from outside state. This helps at the time of assessment, to project actual sales made by the dealer. The functionality of this module includes:

| | |
|---|---|
| 1. | Facilitate capture of information at the check-post- declarations, way bills, delivery note, certificate of ownership, etc. this information should be maintained such that it could be made available to other department offices on request. . |
| 2. | Facilitate real-time scrutiny of information entered such as TIN number of the dealer with the dealer information database available in the system |
| 3. | Facilitate electronic maintenance of the statutory registers to be maintained at the MP Barrier. |
| 4. | Interlinking Requirements: <br><br> Facilitate the access to most updated dealers database from the divisional headquarter and circle office through interlinking with these office. Interface with other check posts (between entry and exit check posts) to facilitate reconciliation of the details of goods and declarations furnished at the entry check post. <br><br> Interface with Circle/ward Offices- to facilitate access the check-post information such as dealer wise breakup and commodity wise |
| 5. | Facilitate issue and tracking of gate pass to vehicles |
| 6. | Facilitate identification of defaulter vehicles at the check post |

| | |
|---|---|
| 7. | Facilitate the following actions:<br><br>• Detention & Seizure<br>• Realization of security<br>• Release of goods<br>• Auction<br>• Verification of transit pass at exit check post<br>• Registration of complaints |
| 8. | MIS:<br><br>Segregate the goods transported ward-wise and dealer-wise<br>Dealer wise breakup and commodity wise breakup<br>Revenue collection at the check-posts (Security, penalty, entry tax, passenger tax, etc.) |
| 9. | Facilitate the generation of Barrier pass |
| 10 | Facilitate maintenance of In Out register |
| 11 | Facilitate maintenance of Vehicle Master |
| 12 | Facilitate entry of Invoice details |
| 13 | Facilitate entry of Way Bill details |
| 14 | Facilitate generation of Transit pass |
| 15 | Facilitate maintenance of statutory registers at the MP barrier |
| 16 | Ensure easily online data entry at the barrier with user friendly interfaces to prevent backlogs and delay of vehicles. |

10. *Functionality for Recovery Management*

The Recovery module caters to the collection of arrears from dealers.

| S. No. | Functionality |
|---|---|
| 1. | Facilitate issuance and tracking of Recovery Certificates at all the offices and MP Barriers |
| 2. | Facilitate receipt of Recovery Certificates by the Recovery Branch |
| 3. | Facilitate issuance of recovery notices to defaulting dealers and tracking of these |
| 4. | Facilitate tracking of revenue collection dealer-wise, circle-wise, etc. Facilitate reconciliation of payments received with challan information received from the Treasury/Bank. Maintain separate heads for receipt of revenue under different categories (tax, recovery amount, penalty, security, etc.) |

| 5. | Calculate interest on outstanding payment. Addition of all charges incurred in recovery proceedings. Facilitate automatic adjustment of amounts in case a payment is made at any point in time. |
|---|---|
| 6. | Automatic updation of circle office records (file) of the dealer on receipt of payment. Automatic reconciliation of circle office records with the DC-Recovery records on outstanding and settled accounts. |
| 7. | Maintain withdrawal/stay of Recovery Certificates. Maintain record of write – off cases. |
| 8. | Facilitate transfer of Recovery Certificates to other states/districts, as necessary |
| 9. | Regarding Attachment of assets: <br><br> Issuance of warrant for the attachment of movable / immovable assets <br><br> Maintenance record of attached assets <br><br> Facilitate automatic de – attachment of assets in case a payment made, or a case decided in favor of the dealer |
| 10 | Regarding Auction: <br><br> Maintain record of auction <br><br> Generate announcement notice for the auction of attached assets <br><br> Maintain record of revenue collection through auction |
| 11 | MIS: <br><br> District wise collection report <br> Monthly Demand Statement <br> Balance Demand Statement <br> Recovery Certificate wise report of collection against arrears Ageing <br><br> analysis report <br><br> Circle-wise outstanding report <br> Amount-wise categorization of recovery certificates |

11. *Functionality for Forms Management*

These cater to the form issue/usage related activities of a dealer. The functionality of this module includes:

| 1. | Facilitate maintenance of Form Stock Details at Circle Office |
|---|---|
| 2. | Facilitate receipt of application for Issuing Forms received from dealer |
| 3. | Facilitate entry of Application Fee Details |
| 4. | Facilitate entry of Form Usage Details by the dealer |
| 5. | Entry of Form Distribution Details |

| 6. | Facilitate entering details of Lost Forms |
|---|---|
| 7. | Hearing Notice Details |
| 8. | Facilitate maintaining details of Forms Returned by dealers |

## IV. Web portal functionalities

The web-portal requirements have been divided into the following categories:

Static Pages - The static pages contain information that does not change frequently and can contain information on but not restricted to, the following

| 1. | Static Links: |
|---|---|
| | About the department |
| | Procedure for filing returns and tax deposits |
| | Procedure and requisites for Registration |
| | All state and central Government policies that relate to the department. |
| | Links to the respective web sites that have these policies. |
| | Relevant Rules and Acts |
| | Procedure for applying for a refund |
| | How to procure important forms |
| | Any other question that is of relevance to VAT |
| | Facilitate downloading of forms which are freely available from the departments |
| | Important Judgments relevant to the department. |
| | Right to Information section with forms for requesting information from the department under RTI Act |

Dynamic Pages - The dynamic pages contain textual information but one that change frequently like

| 1. | Organization Structure: |
|---|---|
| | This shall provide a spatial distribution of the offices of the department through an interactive state map. Hyperlinks available on each office location shall lead to the detailed address, contact numbers and officers of the same. |

| | |
|---|---|
| 2. | Key Statistics: |
| | Number of Dealer registrations in the financial year |
| | Revenue earnings of the department: |
| | This shall depict the Collections against the target set for the current fiscal year and also the growth in terms of percentage. User can also query on similar information on previous fiscal years. Detailed break-up of the revenue can also be shown either graphically or in a report format. Revenue earning of the department can be categorized based on acts wise, circle/district/zone wise and commodity wise. |
| 3. | Notifications: The system will store details like notification date, notification number keywords describing the notification and path and name of the corresponding HTML file on the web server. Search on notifications based on some key words, notification number and dates will be provided. A complete year/month-wise listing shall also be available. |
| 4. | Tenders: The tenders published by the HP Excise and Taxation will be displayed here for public access. |
| 5. | Dealer's management system |
| | Enquiries related to the status of application: |
| | For registration: Facilitating online application (VAT Form-I)_by dealers  And |
| | handling enquiries from dealers who have submitted their applications for registration |
| | about the status of the application |
| | For others applications: Facilitating enquiries by dealers who have submitted their |
| | application for transfer, registration cancellation, amendment in dealer's detail about |
| | the status of their application. |
| | Facility for dealer to view/print a copy of his registration certificate |
| 6. | Enquiries related to returns filed: Facilitating the dealer to get details of the returns filed by them for the current assessment year. |
| 7. | Enquiries related to arrears due: Facilitating the dealer to get details of the arrears due from them if any. This link shall be available only if the assessment of the returns indicates that the tax paid is insufficient. |
| 8. | Enquire related to legal case: Facilitating the dealer to access details of all the legal cases, appeal or hearing details involving her. |
| 9. | Search on tax rates on the basis of commodities: Facilitating search for the tax rates of all tradable commodities. An alphabetic search option where all commodities starting with the alphabet selected shall be displayed with hyperlink to the detailed page having the tax rates and links to exemption notice(s) if any. The user shall also have free text search on the commodity name to get the list of probable matches and their corresponding details. |

| | |
|---|---|
| 10. | Search for registered dealers: Facility for a comprehensive search of registered dealers which will have an alphabetical listing option, and a search on the basis of the several pre-defined parameters like commodity, business nature, Enterprise Name, Dealer's registration Number, Location. This may not be open to all users. |
| 11. | List of all major Tax Payers and Defaulters: Facility for viewing a complete listing of all the major taxpayers and defaulters in the state along with the tax paid/defaulted. |
| 12. | Forms Handling: Facility for download of VAT forms, which are available free from the department, from the portal or may fill in the form and take a print out of the same. |
| 13. | Online Form request: Facility for all registered dealer to request for issuing forms online. |
| 14. | Registered User management: This module will include general user registration and allocating a user id and password to the user. This will also include an internal User management module, which will be accessible to internal users only such that they can validate the registered user, allocate a user id and password, activate or deactivate them. |
| 15. | Online Return Filling: Facility for allowing the registered dealer to file his/her returns online. |
| 16. | Online Appeal/Case filing: Facility for filing an appeal or case online by a registered dealer. |
| 17. | Amendment: Facility for any registered dealer to apply for an amendment in his profile like change in business premises details, or partners details, addition or deletion of Commodities, etc. |
| 18. | Various Applications: This module will allow the registered dealer to file an applications for<br><br>Transfer<br><br>Cancellation<br><br>Duplicate registration |

## V.  Non-Functional Requirements

Other than the SLAs, the following non-functional technical requirements are to be conformed with.

### 1.  VAT Allied Taxes and Excise Application Non Functional Requirements

| Feature | Requirement |
|---|---|
| Reliability | Application uptime should be as per SLA |

| Usability | The user interface should be intuitive, with standard windows key shortcuts for modules and frequently accessed functions. There should be a task bar showing keyboard shortcuts for all links shown currently in the form and also a link to context specific help. The depth (no. of clicks/key strokes required to reach a form from the welcome screen) should be minimal. |
|---|---|
| Platform | The application should be developed on widely accepted standards as much as possible. |
| Availability | The application server will be required to run 24x7 |
| Security | Refer IS Security section |
| Response time | Batch update of new data from client PCs to the server should preferably not block other operations on the VAT Allied Taxes and Excise application in the same PC |

**2.    VAT Web portal Non Functional Requirements**

| Feature | Requirement |
|---|---|
| Reliability | The system should provide for active monitoring and auto notification to the administrator in case of problems. |
| Usability | The user interface should be intuitive. The depth (no. of clicks/key strokes required to reach any information point from the welcome screen) should be minimal. The portal should support viewing through as many browsers as possible. |
| Platform | The web portal should be developed on open standards. |
| Availability | The web portal will be required to run 24x7 |
| Security | The portal should be protected from and hacking attempts. Refer IS Security section. |
| Response time | All downloads should be in zipped format. |

**3.    User and Access Control Requirements**

Both the portal and the application should address the following: user registration, user authentication, user management, auditing & reporting and audit logs.

**4.    Search, Input and Validation Requirements**

Simple and advanced search facilities: when a functional requirement is mentioned as search, the VAT Allied Taxes and Excise application should provide for both simple and an advanced option (to filter based on all the fields in the dealer database).

For validation and input, error messages should be generated by the system which are clear, unambiguous and consistent which also indicates the corrective action required by the user. Error messages, codes, menus and help instructions should be easily updatable.

## 5. Archival and Recovery

There should be an effective backup solution for the data generated by the system. The VAT application should include facilities at all the locations for archival of static data, transaction data with timestamps. In case of any system failure, there should be checking of proper restoration during the backup and restarting data backup.

## 6. Localization

- The base currency of the System must be Indian Rupees
- Language Multilingual support
- Himachal Pradesh – English, Hindi
- Be compliant with Indian tax regulations and other relevant Compliance legislations applicable in the state
- Be compliant with Indian IT Act 2000 and other relevant legislation
- Support local calendar, including public holidays Be able to process date-oriented functions with appropriate regard to leap years, public holidays, local anniversaries and weekends

## VI. Acceptance tests

User Acceptance Test (UAT) would be conducted on completion of the following:

1) State Data Center operational

2) 90% of the sites live

3) Web portal operational

Successful compliance with the conditions precedent, will enable the payment mechanism. Successful completion of the pilot phase is one of the conditions. The successful completion of the pilot and rollout phases will be adjudicated by an appropriate process of acceptance testing and certification.

The Committee will put in place an appropriate process and mechanism for acceptance testing and certification, guided by the following principles:

1. The Committee will conduct acceptance testing and certification after development of modules by the successful bidder.

2.    The agencies will lay down a set of guidelines following internationally accepted norms and e-Governance Standards for testing and certification in all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to compliance with SLA metrics, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

3.    The agencies will be involved with project early in the development stage to ensure that the guidelines are being followed and to avoid large-scale modifications pursuant to testing done after the application is fully developed.

4.    The agencies nominated by the Committee can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects.

5.    The agencies nominated by Committee will establish appropriate processes for notifying the operator of any deviations from the norms, standards or guidelines at the earliest instance after noticing the same to enable the operator to take corrective action.

Such an involvement of and guidance by the agencies will not, however, absolve the operator of the fundamental responsibility of designing, developing, installing, testing and commissioning the various components of the project to deliver the services in perfect conformity with the SLAs.

## SECTION II – MANPOWER REQUIREMENT

The system integrator must position at least the following full time dedicated manpower for carrying out various phases of the assignment. These will be onsite deployments.

| Sl. No | Description | Minimum Qualification | Nos. |
|---|---|---|---|
| 1. | Project Manager | • MCA/B. Tech / B.E./MBA from a reputed institute<br>• Minimum Experience: At least 10 yrs.<br>• Languages known (Read, Write and Speak): Hindi, English<br>• Should have managed large programs of similar nature in India for at least 5 years<br>• Should be adept at representing the organization at high level meetings with the client<br>• Excellent writing, communication, time management and multitasking Skills | 1 |
| 2. | Developers | • BE/ B.Tech. / MCA/ M.Tech. or equivalent<br>• Engineering Graduate/ Post Graduate with certification or specialization in domain areas<br>• Minimum 3 years' experience in software development of e-Governance projects | 4 |
| 3 | Helpdesk support Officer | • Graduate / Diploma<br>• Minimum 2 years of work experience handling help desk operations<br>• Experience in ULB projects will be preferred | 4 |

## SECTION III – IMPORTANT INFORMATION TO THE BIDDERS

**PRE BID MEETING & CLARIFICATIONS**

- All interested bidders can participate in pre-bid meeting to seek clarification on the bid, if any.
- The bidders designated representatives may attend the Pre-Bid meeting online through video conferencing.
- The Bidders are requested to send their consolidated queries to email id or at address mentioned below

  **Managing Director,**

  **Himachal Pradesh State Electronics Development Corporation Ltd.**

  **1st Floor, IT Bhawan, Mehli,**

  **Shimla (H.P.)-171013**

  **Email ID: hpsedc@hpsedc.in**

  **Annexure-1**

  The queries must be sent in an excel sheet as per the format specified below:

| S. No. | Page No. | Section | Sub-section | Details | Clarification required |
|--------|----------|---------|-------------|---------|------------------------|
|        |          |         |             |         |                        |

- The queries not adhering the above mentioned format will not be entertained.
- HPSEDC shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the HPSEDC.
- Non-attending the pre-bid meeting will not be a cause for disqualification of a bidder.

**RESPONSES TO PRE-BID QUERIES AND ISSUANCE OF CORRIGENDUM**

The HPSEDC will endeavor to provide timely response to all queries. However, HPSEDC makes no representation or warranty as to the completeness or accuracy of any response made in neither good faith, nor does HPSEDC undertake to answer all the queries that have been posed by the bidders.

## CLARIFICATIONS AND AMENDMENTS OF RFP

HPSEDC may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out posted on the website and the bidders may be asked to amend their proposal due to such amendments. No separate emails or any communication shall be sent to any prospective bidders. Bidders are advised to keep on visiting the official website for any changes.

## INSTRUCTIONS TO THE BIDDERS FOR PREPARATION AND SUBMISSION OF PROPOSALS

- All bids should be accompanied with Tender fee and the EMD. Any bid submitted without Tender Document Fee and EMD or with the lesser amount may be rejected being non-responsive. The bidder should ensure that Tender Document Fee and EMD has to been attached with the Bid

- The bid should contain eligibility and technical offer containing documents, qualifying criteria, technical specifications and all other terms and conditions except the rates (price bid).

- Bidder will submit their eligibility-cum-technical bids online on HP Govt. e-Procurement Poral i.e. https://hptenders.gov.in.

- The bidder may submit original DDs or Bank Guarantee in favour of HPSEDC.

- In case of any change in the authorization, it shall be the responsibility of management / partners of the company/firm to inform the certifying authority about the change

- The bidders are strictly advised to follow dates and times as indicated in RFP. The date and time shall be binding on all bidders

- The Client may, at its discretion, extend the submission date for any administrative reason.

- Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, HPSEDC, Shimla, reserves the right to cancel/withdraw/ modify fully or partially the 'Invitation to Bidders' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

- The interested binder may study the existing system prior to submission of technical and financial bid.

## SECTION IV – PRE QUALIFICATION CRITERIA

Before opening and evaluation of their technical proposals, bidders are expected to meet the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

| S. No. | Pre-Qualification Criteria | Specific Requirement | Documents Required |
|---|---|---|---|
| 1 | The responding firm / agency here after referred as bidder – <br> (a) Should have submitted Tender Fee of Rs. 5000 (non-refundable) in the form of Demand Draft of only Nationalized/ Scheduled Banks, drawn in favour of "Managing Director, HPSEDC" payable at Shimla. <br> (b) Earnest Money Deposit (EMD): The Bidders shall furnish Earnest Money Deposit (EMD) of Rs 10 ,00,000 (Rupees Ten Lakh only) in form of demand draft of only Nationalized/ Scheduled Banks, drawn in favour of "Managing Director, HPSEDC" payable at Shimla valid for at least 3 Months. | | Demand Draft of Rs 5,000/- <br> Demand Draft of Rs 10,00,000/- |

| S. No. | Pre-Qualification Criteria | Specific Requirement | Documents Required |
|---|---|---|---|
| 2 | Legal Entity | The bidder should be a company registered under Indian Companies Act, 1956/ 2013 OR A partnership firm registered under Indian Partnership Act, 1932 or LLP Act, 2008 of India. | • Copy of valid Registration certificates<br><br>• Copy of Certificates of incorporation |
| 3 | Presence in India | The company must be in existence for at least 5 years as on date of Bid Submission. | • Copy of Certificates of incorporation |
| 4 | Financial Turnover: | The bidder must have annual turnover of at-least Rs.5 Crores for each of the last three financial years (i.e. from FY 2019-20, 2020-21 and 2021-22) from IT solutions and services, Software/IT Software Development<br><br>(Same shall not include Hardware, infrastructure & Third-party software license procurement projects) | • Audited balance sheet, Profit and Loss statement and Income Tax returns for all from FY 2019-20, 2020-21 and 2021-22) along with copy of company PAN Card.<br><br>• CA Certificate from the Statutory auditor mentioning turnover from Software/IT product Development and Software Support service activities |

| S. No. | Pre-Qualification Criteria | Specific Requirement | Documents Required |
|---|---|---|---|
| 5 | Financial: Net Worth | The net worth of the Bidder for every year for last Three years should be Positive. | CA Certificate with CA's Registration Number/ Seal |
| 7 | Tax Registration | The bidder should have a valid -<br>i. GST where his business is located<br>ii. PAN Number | Copies of relevant certificates of registration |
| 8 | Technical Capability & Experience | • Bidder should have completed/ ongoing (Go Live) at least three Software Development projects for government organizations in India where each project of value should be more than Rs. 1 Crore till the date of submission of the bids. | 5 per project reference And Work Completion Certificates from the client;<br>OR<br>Work Order + Self Certificate of Completion / Part Completion (Certified by the Statutory Auditor/ Auditor/ Chartered Accountant);<br>OR<br>Work Order + Phase Certificate for ongoing (Go Live) projects from the client |

| S. No. | Pre-Qualification Criteria | Specific Requirement | Documents Required |
|---|---|---|---|
| 9 | Certification | The bidder must possess valid certifications as under:<br>Quality: ISO 9001:2008/ 2015<br>All the above certifications should be valid upto 45 days from the date of Technical Bid opening | Copy of valid certificate/s to be provided |
| 10 | Mandatory Undertaking | Bidder should: -<br>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;<br>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct | A Self Certified letter as per Form 8: Self-Declaration |

| S. No. | Pre-Qualification Criteria | Specific Requirement | Documents Required |
|---|---|---|---|
| | | or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;<br><br>c) Comply with the code of integrity as specified in the bidding document. | |
| 11 | Blacklisting | The Bidder should not have been blacklisted or in fraud list by/off Govt. of India/State Government/ Central PSU / Multilateral / bilateral agencies / and regulators, etc. at the time of bid submission date | Declaration regarding Clean Track Record (As per Form 9 of this RFP) |

The proposals meeting the above qualification criteria will be evaluated as per the Technical Evaluation criteria. Agencies / firms should clearly indicate, giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals may be rejected.

## SECTION V – EVALUATION OF BIDS/ PROPOSALS

**BID OPENING SESSION**

The bids will be opened on the specified date, time and address. In the event of the specified date of bid opening being declared a holiday for HPSEDC, the Bids shall be opened at the same time and location on the next working day.

**PROPOSAL EVALUATION PROCESS**

1) Proposals will be evaluated by a Tender Committee (TC).

2) HPSEDC has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.

3) HPSEDC has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids, as the case may be.

4) Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications requested by HPSEDC during the evaluation process.

5) During the time of the evaluation of the Technical bid, HPSEDC may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.

6) The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for HPSEDC to state its requirements clearly and for the bidder to more clearly state its proposal.

7) The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, HPSEDC has the right to make assumptions on the Technical submitted by the bidder and if such assumptions lead to disqualification of the Technical, HPSEDC is not accountable for these omissions.

8) All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information

in the proposal, the information provided in later stages will be the part of the contract for implementation between bidder and HPSEDC.

9) Evaluation of the bids will be done in the following sequence and as per the Checklist given in this RFP:

    a. Scrutiny of Tender fee & EMD and adherence to general guidelines

    b. Evaluation of Qualification/Eligibility

    c. Evaluation of Technical specifications

## DISQUALIFICATIONS

HPSEDC may at its sole discretion and at any time during the evaluation of Proposals, disqualify any Bidder, if the Bidder has:

a. Made any misleading or false representations in the forms, statements and attachments submitted in its bid;

b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

c. Submitted a proposal that is not accompanied by required documentation or is nonresponsive;

d. Failed to provide clarifications related thereto, when sought;

e. Submitted more than one Proposal (directly/in-directly);

f. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted;

g. Submitted a proposal with price adjustment/variation provision;

h. Not submitted in as specified in the RFP documents;

i. Not submitted the Letter of Authorization (Power of Attorney);

j. Suppressed any details related to bid;

k. Submitted incomplete information, subjective, conditional offers and partial offers;

l. Not submitted documents as requested in the checklists/RFP;

m. Submitted bid with lesser validity period;

n. Any non-adherence/non-compliance to applicable RFP content.

**EVALUATION OF PRE-QUALIFICATION BIDS**

For the evaluation of Pre-Qualification Bids, the documentation furnished by the Bidders will be examined to check if all the eligibility requirements and furnished in accordance with the formats supplied are met.

a. The HPSEDC may ask the Bidder for additional information whenever committee feels that such information would be required. This may also include reference checks to verify credentials supplied by the Bidder.

b. Proposals not meeting pre-qualification criteria will not be processed further for technical evaluation.

**EVALUATION OF TECHNICAL BIDS**

1. Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-qualification evaluation.

2. The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria.

3. Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.

4. Consequent upon the evaluation as per technical evaluation criteria, each Technical bid will be assigned a Technical Score out of a maximum of 100 points.

**TECHNICAL EVALUATION**

The Technical Bid will be examined by the evaluation committee based on responsiveness to the scope of work, applying the broad evaluation criteria and points system specified below. The Technical Evaluation Committee, at its sole discretion, would evolve a further benchmark-scoring pattern within the allocated marks for each line item indicated in the table below.

| Sr. No. | Particulars | Max Marks | Criteria | Marks |
|---|---|---|---|---|
| 1. | No. of years of existence of company, (as on date of bid submission) | **10** | >=5 years One mark for each completed year >5 | 10 Marks |

| | | | | | |
|---|---|---|---|---|---|
| 2. | Average annual Turnover of bidder from software development services for last 3 years as on 31st March 2022. It should not include cost of Hardware procurement & Third-party software license procurements. | **10** | >1 Cr to <=5 Cr = 5 Marks One mark for each 1 Cr thereafter | 10 Marks | |
| 3. | Number of application software projects in Central or State Government departments in India completed/ongoing (Go-live) (Excluding Hardware procurement cost & Third-party software license procurements) each of minimum Rs 1 Crore in value | **30** | 3 marks for each project of IT Services/solution- (excluding hardware and license cost and taxes) of value of more than Rs 1 Crore. | **30** | |
| 4. | No. of Software development projects/ completed/ongoing (Go-live) for any Government Department in India | **15** | 3 marks for every relevant project - maximum 5 projects would be considered. | **15** | |
| 5. | The Bidder must have minimum 50 IT Professionals (BE/ B Tech/ MCA/ MBA) on its rolls as on 31$^{st}$ December 2022 | **4** | 100 & above | 4 | |
| | | | 50 to 100 Nos. | 3 | |
| | | | Less than 50 Nos. | 2 | |
| 6. | The Bidder should have quality certifications as ISO | **3** | All Certifications | 3 | |
| | | | 2 Certifications | 2 | |
| | | | 1 Certification | 1 | |

| | | | | Understanding of requirements and law (1mark), challenges and constraints (1 mark) and understanding of scope of work (1 mark). | 3 |
|---|---|---|---|---|---|
| | 9001, ISO 27001/ 20000 & CMMI Level 3 or above. | | | | |
| 7. | Technical Solution | **15** | | Understanding of requirements and law (1mark), challenges and constraints (1 mark) and understanding of scope of work (1 mark). | 3 |
| | | | | Approach and methodology | 3 |
| | | | | Software solution design and Architecture- coverage of functionality and scope, security, data management and technical features | 3 |
| | | | | Implementation Strategy, Activity wise Project Plan / Timelines | 3 |
| | | | | Risk and Mitigation Plan for implementation, data security and data openness, insights on data and pattern, proposed innovation and use of modern technology | 3 |
| 8. | **CVs of required expertise** | | | | |
| | Project Manager (Full time for complete contract period) | **5** | | **Experience of working with central/ State Govt.** | |
| | | | | >2 projects | 3 |
| | | | | =2 projects | 2 |

| | | | Experience of working for project involving software development, operations and maintenance | |
|---|---|---|---|---|
| | | | >2 projects | 2 |
| | | | =2 projects | 1 |
| Software Developer (4 profiles) | 2*4=8 | | Experience of working with central/ State Govt. | |
| | | | >2 projects | 1 |
| | | | =2 projects | 1 |
| | | | Experience of development of IT Application | |
| | | | >2 projects | 1 |
| | | | =2 projects | 1 |
| | **Total** | | | **100 marks** |
| | **Cut Off Marks to be eligible for financial bid opening** | | | **75 marks** |

**PRICE BID SCHEDULE**

Sample of Price Schedule:

**Study, Design, Development, Implementation Operation & Maintenance of Web-Portal & Mobile Application for ETD-HP**

| Sl No. | Item Name of Application | Price in Rs | GST | Total Price in Rs. |
|---|---|---|---|---|
| 1 | Portal Development * | | | |
| 2 | Mobile Application Development * | | | |
| 3 | Operation & Maintenance for 3 Years | | | |
| 4 | Help desk support for 3 Years | | | |
| 5 | Training and Capacity Building | | | |
| 6 | Legacy data migration | | | |
| | **Total** | | | |

**Note: *The bidders may quote the price keeping in view that there can be an increase of 10% in the scope of work indicated in this document. The bidder shall quote all the price inclusive of taxes**

**Costing for manpower**

**Please note that the bidder needs to provide the estimated man-power cost at the time of bidding. However, this shall not form part of the price bid in determining the financials of the bidder.**

| Sl No. | Man Power | No's | Monthly Fee |
|--------|-----------|------|-------------|
| 1 | Project Manager | 1 | |
| 2 | Developers | 1 | |
| 3 | Help Desk | 1 | |
| 4 | Network engineer | 1 | |
| 5 | Desktop Engineer | 1 | |

**FINAL SCORE EVALUATION**

1. Final evaluation shall be based on QCBS

   **Quality and Cost Based Selection (QCBS)** method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score **(ST)** in accordance to the marks obtained during the technical evaluation stage. There shall be 70% weightage to technical score and 3**0%** weightage to financial score.

   The individual bidder's financial score **(SF)** will be evaluated as per the formula given below:

   **SF= [Fmin / Fb] * 100** (rounded off to 2 decimal places) where,

   **SF**= Normalized financial score of the bidder under consideration

   **Fmin**=Minimum financial quote among the technically qualified bidders

   **Fb**= Financial quote of the bidder under consideration

   **Combined Score (S) = ST * 0.7 + SF * 0.3**

   Where ST = Technical score secured by the bidder. Where SF = Financial score secured by the bidder.

2. The bidder securing the highest evaluated **Combined Score(S)** will be awarded the contract observing due procedure.

3. In the event that two or more Bidders achieves the same combined score (the "Tie Bidders") for the Project, the HPSEDC may:

   - adjudicate the bidder securing the highest technical score in the "Relevant Past Experience" Section of Technical Evaluation Table as the "Best responsive bid" for award of the Project;

   - In Case there is again a tie in scores of the "Relevant Past Experience" Section of Technical Evaluation Table adjudicate the bidder securing the highest technical score in the "Resources Proposed for deployment" Section of Technical Evaluation Table as the "Best responsive bid" for award of the Project;

   OR

   - in its sole discretion, may annul the Bidding Process

**NEGOTIATION**

There would be no post RFP negotiations. However, negotiations may hold with S1 bidder under exceptional circumstances.

**CORRECTION OF ERRORS**

1. Bidders are advised to exercise adequate care in preparing response to the RFP. No excuse for corrections in the bid will be entertained after the proposals are opened. All corrections, if any, should be performed before submission, failing which such items may not be considered.

2. Arithmetic errors in proposals will be corrected as follows:

   In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the overall proposal price shall govern.

**NOTIFICATION OF AWARD AND SIGNING THE CONTRACT**

1. HPSEDC will award the contract to the system integrator whose score is calculated as highest during the proceedings of the Bid Final score evaluation as per method stated as above.

2. Prior to the expiration of the bid validity period, HPSEDC will notify through a "Letter of Intent", to the system integrator in writing or by facsimile or email, that their proposal has been accepted and under consideration for signing a contract.

3. The system integrator who has been issued with a letter of intent is expected to furnish a Performance Bank Guarantee (PBG) for an amount of @3% of total work order value. This Performance Bank Guarantee has to be from any Nationalized/ Scheduled bank.

4. The contract between the system integrator, HPSEDC and ETD-HP will come into force only upon the bidder furnishing the Performance Bank Guarantee in 15 days and HPSEDC signing the contract with the system integrator.

5. If the system integrator fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, HPSEDC has the right to withdraw the notification of award and next qualified bidder shall be awarded the project or go for retendering. The decision of HPSEDC shall be final in this regard.

6. If the system integrator tries to alter the Financial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, HPSEDC has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.

7. Failure of the system integrator to agree with the Terms and Conditions of the RFP, the terms as put forward by HPSEDC and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfilment of the condition of executing a contract by the system integrator shall constitute sufficient grounds for the annulment of the award, and forfeiture of EMD. In such an event HPSEDC may award the contract to the next best value bidder or call for new proposals

8. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the system integrator.

**PERFORMANCE BANK GUARANTEE**

- The system integrator shall at its own expense deposit with HPSEDC, within thirty (30) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank payable on demand, for the due performance and fulfillment of the contract by the bidder. Format of PBG is given at Form-3 of this document.

- The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

- This Performance Bank Guarantee will be for an amount equivalent to 3% of the contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

- The performance bank guarantee shall be valid till the end of six months after the period of end of contract.

- The PBG shall be valid till the end of six months after the period of end of contract

- The Performance Bank Guarantee may be discharged / returned by the client upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

- In the event of the bidder being unable to service the contract for whatever reason, the Client would invoke the PBG. The Client shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default. This will be in addition to other penal actions that can be initiated by HPSEDC as detailed in this RFP.
- The HPSEDC shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part

## EARNEST MONEY

1. The Bidder shall furnish Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rupees Ten Lacs only) as part of its bid. Any bid, submitted without EMD or with the lesser bid amount, will be rejected being non-responsive.
2. The Earnest Money Deposit (he above mentioned EMD.
3. The EMD may be forfeited:
   a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder and required by the HPSEDC.
   b. During the tendering process, if a Bidder indulges in any such activity as would jeopardize the tender process. The decision of the HPSEDC regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.
   c. In the case of a system integrator, if the Bidder fails,
      i. To sign the contract, and
      ii. To furnish Performance Security.
   d. Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardize the interest of the HPSEDC. The decision of the HPSEDC regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.

## ARBITRATION

a. All the disputes and/or differences arising out of this agreement shall in the first instance be settled amicably. In the event such amicable settlement is not reached then such unresolved dispute shall be settled through arbitration as provided herein.
b. Any dispute or differences whatsoever arising between the parties to the agreement, out of or relating to the consideration, meaning, scope, operations or effect of the

contract or the validity of the breach thereof shall be settled in accordance with the provisions of Arbitration and Conciliation Act, 1996.

c. The arbitration shall be conducted at Shimla.

d. During the period of arbitration there shall be no suspension of the agreement.

e. The cost of arbitration shall be shared equally by both the parties.

f. The agreement shall be governed by Indian Laws and competent courts in Himachal Pradesh shall have exclusive jurisdiction.

## SECTION VI – GENERAL TERMS AND CONDITIONS

The terms and conditions given in the RFP and subsequent corrigendum released by HPSEDC shall apply. These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. The main clauses are as follows:

## ONE PROPOSAL PER BIDDER

Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified.

## COST OF PROPOSAL

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and the HPSEDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

## AMENDMENT OF RFP DOCUMENTS

At any time prior to the deadline for submission of Proposal, the HPSEDC may amend the RFP document by issuing suitable Addendum.

Any addendum/corrigendum thus issued shall be part of the Tender document and shall also be posted online at www.hptenders.gov.in. No claim will be entertained or accepted regarding non-receipt of addendum/corrigendum.

To give bidders reasonable time in which to take an Addendum into account in preparing their Proposals, the Client shall extend, if necessary, the deadline for submission of Proposals.

## LIMITS ON PROMOTION

The bidder will not make any reference to the department or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like

without the express prior written consent of the authorized representative of the HPSEDC. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the department field offices through any kinds of hoardings, banners or the like without the express prior written consent of the same.

## USE & RELEASE OF BIDDER SUBMISSIONS

HPSEDC is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the HPSEDC and may be returned at its sole discretion. The content of each bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.

## DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals must be submitted online by the bidders no later than the time and date stipulated in the RFP. The authorized authority may, in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all bidders who have been provided the Proposal Documents, in writing or by facsimile or by email in accordance with the RFP requirements. In this case, all rights and obligations of the department and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## LATE PROPOSALS

The e-procurement portal www.hptenders.gov.in will not accept any proposal past the deadline date & time. Physical or Manual submission of proposals shall not be entertained after the deadline.

## MODIFICATION AND WITHDRAWAL OF BIDS

- The bidder may modify or withdraw its Bid after the Bid's submission prior to the deadline prescribed for submission of online Bids.
- No Bid may be modified subsequent to the deadline for submission of Bids, without the explicit consent of the department. No Bid may be withdrawn in the interval between

the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

## PRESENCE OF BIDDERS

The bidders may send their authorized representative in the bid opening process. Information relating to the examination & clarification may be sought from the Bidder at the time of pre-qualification and technical evaluation. However, the HPSEDC reserves the right to not share the comparative analysis of proposals and marks allotted to the bidders until the award to the system integrator has been announced.

## CORRECTION OF ERRORS

Bidders are advised to exercise greatest care in entering the pricing figures in the Bill of Quote (BoQ). No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened online. All corrections, if any, should be digitally signed by the person signing the bid form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of department, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

## CONTACTING DEPARTMENT

Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the RFP issuing authority at the address/e-mail-id specified in this RFP.

**DISQUALIFICATION**

The bid is liable to be disqualified if:

- Not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of the Client to change the bid quote.
- The bidder puts his own conditions with the bid.
- Bid received in incomplete form or not accompanied by EMD and Tender document fee.
- Manual Bid received instead of online submission, unless authorized by the Client.
- Bid not accompanied by all requisite documents.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

**LIQUIDATED DAMAGES**

- In the event Bidder fails to provide the Services in accordance with the Service Standard, Bidder shall be liable for penalty as per the terms and conditions of the agreement signed between the system integrator, HPSEDC and the ETD-HP.
- HPSEDC is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due as per clauses of this RFP.

**TERMINATION OF CONTRACT**

**TERMINATION FOR DEFAULT**

HPSEDC, without prejudice to any other remedy for breach of Contract or non-compliance with service levels, by written notice of default sent to the Bidder, may terminate the Contract fully or in part:

- If the selected Bidder fails to deliver any or all Contracted services as per service standards specified in the Contract or
- If the selected Bidder fails to perform any other obligation(s) under the Contract as per the contract timeline and for the period of contract, or

- If the Bidder/ selected Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or
- If onsite resources do not possess requisite qualification and/ or experience, as prescribed by CERT-In for IT organizations.

In the event HPSEDC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the selected Bidder shall be liable to HPSEDC for any excess costs for such similar services. However, the Bidder may continue performance of the Contract to the extent not terminated. HPSEDC would not be liable to pay any damages to the selected Bidder in cases comprising Termination for default.

## TERMINATION FOR INSOLVENCY

HPSEDC may at any time terminate the Contract by giving written notice to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the HPSEDC.

## TERMINATION FOR CONVENIENCE

HPSEDC, by written notice sent to the system integrator, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for its convenience. In case of termination for convenience, HPSEDC would pay to the bidder cost of services provided till the date of the termination. The PBG in such a case would be refunded to the system integrator.

## FORCE MAJEURE

- The system integrator shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the system integrator fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign

capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- If a Force Majeure situation arises, the system integrator shall promptly notify the authorized representative of Client in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of the Client in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## EXIT MANAGEMENT

## PURPOSE

- This clause sets out the provisions that will apply on expiry or termination of the contract.
- In the case of termination of contract due to illegality, HPSEDC will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the system integrator, carry out their respective obligations set out in this Exit Management Clause.

## COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- The bidder will allow HPSEDC/ETD-HP or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered;
- Promptly on reasonable request by the HPSEDC/ ETD-HP or its nominated agencies, the bidder shall provide access to and copies of all information held or controlled by it, which have been prepared or maintained in accordance with the contract. HPSEDC/ ETD-HP or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The vendor shall permit the HPSEDC/ ETD-HP or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and

facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.

- SI shall hand over complete documentation and source code, and any other product developed under this contract to ETD-HP.

## CONFIDENTIAL INFORMATION, SECURITY AND DATA

The Bidder will promptly on the commencement of the exit management period supply to the HPSEDC/ ETD-HP or its nominated agencies the following:

- Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
- Documentation relating to Intellectual Property Rights; and
- ETD-HP data and confidential information; and
- All current and updated departmental data as is reasonably required for purposes of the HPSEDC/ ETD-HP or its nominated agencies transitioning the services to its replacement vendor in a readily available format; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable HPSEDC/ ETD-HP or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the HPSEDC/ ETD-HP or its nominated agencies, or its Replacement Operator (as the case may be).
- Before the expiry of the exit management period, the Vendor shall deliver to the HPSEDC/ ETD-HP or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- Before the expiry of the exit management period, unless otherwise provided under the contract, HPSEDC/ ETD-HP or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of HPSEDC/ ETD-HP or its nominated agencies or its users

## EMPLOYEES

- Promptly on reasonable request at any time during the exit management period, firm shall, subject to applicable laws, restraints and regulations (including in particular those

relating to privacy) provide to HPSEDC/ ETD-HP or its nominated agencies a list of all employees (with job titles) of firm dedicated to providing the services at the commencement of the exit management period;

- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from firm to the HPSEDC or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of firm, then the Parties shall comply with their respective obligations under such Transfer Regulations.

- To the extent that any Transfer Regulation does not apply to any employee of firm, the HPSEDC or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of firm and the Vendor shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the department or its nominated agencies or any Replacement Vendor.

## TRANSFER OF CERTAIN AGREEMENTS

On request by HPSEDC or its nominated agencies, firm shall effect such assignments, transfers, innovations, licenses and sub-licenses as HPSEDC may require in favor of HPSEDC or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between firm and third party lesser, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

## RIGHT OF ACCESS TO PREMISES

- At any time during the exit management period, where Assets are located at firm's premises in relations to this project, firm will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) HPSEDC or its nominated agencies, and/or any Replacement Vendor.

- Firm shall also give HPSEDC/ ETD-HP or its nominated agencies, or any Replacement Vendor right of reasonable access to firm's premises and shall procure the HPSEDC/ ETD-HP or its nominated agencies and any Replacement Vendor rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to

migrate the services to HPSEDC/ ETD-HP or its nominated agencies, or a Replacement Vendor.

## GENERAL OBLIGATIONS OF FIRM

- Firm shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to HPSEDC/ ETD-HP or its nominated agencies or its replacement Vendor and which firm has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Vendor or associated entity is deemed to be in the possession or control of firm.
- Firm shall commit adequate resources to comply with its obligations under this Exit Management Clause.

## EXIT MANAGEMENT PLAN

- Firm shall provide to HPSEDC/ ETD-HP or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.
  - A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - Plans for communication with such of firm's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on ETD-HP's operations as a result of undertaking the transfer; and
  - If applicable, proposed arrangements for the segregation of Firm's networks from the networks employed by HPSEDC/ ETD-HP or its nominated agencies and identification of specific security tasks necessary at termination; and
  - Plans for provision of contingent support to the HPSEDC/ ETD-HP or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- Firm shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

- Each Exit Management Plan shall be presented by firm to and approved by HPSEDC/ ETD-HP or its nominated agencies.
- In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
- During the exit management period, the firm shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- This Exit Management plan shall be furnished in writing to the HPSEDC/ ETD-HP or its nominated agencies within 90 days from the Effective Date of the contract.

## CONFIDENTIALITY

- Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to project the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties
- These restrictions will not apply to any information which:
  - is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
  - is acquired from a third party who owes no obligation of confidential in respect of the information; or
  - is or has been independently developed by this recipient or was known to it prior to the receipt.
- Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause (ii) (and without branching

any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.

- Without prejudice to the foregoing provision of this Clause above the firm may cite the performance of the services to clients and projective clients as an indication of its experience.

- The firm shall not, without State prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the FIRM in the performance of the work order.

- The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

## RESPONSIBILITY FOR SAFE CUSTODY AND INTEGRITY OF DATA

- The firm shall not, without prior written consent from HPSEDC/ ETD-HP, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the HPSEDC/ ETD-HP in connection therewith, to any person other than a person employed by the firm in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- The firm shall not, without prior written consent of HPSEDC/ ETD-HP, make use of any document or information made available for the project, except for purposes of performing the Contract.

- All project related documents issued by HPSEDC/ ETD-HP, other than the Contract itself, shall remain the property of the HPSEDC/ ETD-HP and shall be returned (in all copies) to HPSEDC/ ETD-HP on completion of the firm's performance under the Contract if so required by the HPSEDC/ ETD-HP.

## CONTRACT AMENDMENT

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

## RESOLUTION OF DISPUTES

- All disputes and /or difference arising out of this agreement shall on the first instance be settled amicably. In the event such amicable settlement is not reached then such unresolved disputes shall be settled through arbitration as provided herein.

- Any dispute or difference whatsoever arising between the parties to the agreement, out of relating to the consideration, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled in accordance with the provisions of the Arbitration and Conciliation Act,1996.
- During the arbitration there shall be no suspension of the Agreement.
- The cost of arbitration shall be shared equally by both the parties.
- The agreement shall be governed by Indian laws and the competent courts shall have Jurisdiction.
- Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this contract to ensure continuity of operations.

## INSURANCE REQUIREMENT

Firm shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to HPSEDC/ ETD-HP prior to the start of operations. Firm shall take and keep effective all the insurances during the period of the Contract.

## NOTICES

- Any notice or other document, which may be given by either Party under this SLA, shall be given in writing and signed by the duly authorized representatives of the Parties. The notice or document may be given either in person or by pre-paid recorded delivery post or by facsimile transmission or by e-mail. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.
- In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.
- Immediately on signing of Agreement, firm will appoint its duly authorized representative/ nodal person who will be taking/ sending notices on behalf of firm and will be responsible for deliverables, communication with HPSEDC. The firm will confirm in writing the name of nodal person to HPSEDC along with his/ her official email address. Similarly, HPSEDC will appoint nodal officer and inform firm.

**INTERPRETATION OF CLAUSES**

In case of any ambiguity in the interpretation of any of the clauses in the bid document, HPSEDC's interpretation of the clauses shall be final and binding on all parties.

**THIRD PARTY CLAIMS**

- The firm (the "Indemnifying Party") undertakes to indemnify the HPSEDC (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible property.

- The firm shall indemnify HPSEDC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

**PAYMENT TERMS**

1.   No advance payment shall be made to the system integrator on any account.

2.   Client shall release payments to the system integrator as follows:

| Report/ Milestones | Payment Schedule |
|---|---|
| Details of System Requirements, System Requirement Specification | 5 % of the work order shall be released. |
| VAT Allied Taxes and Excise Application, Web Portal & Mobile Application Development, including any upgradation proposed by bidder | 20% of work order after evaluation and satisfaction of the duly constituted committee |
| Deployment & Go-Live of complete Application with all modules as mentioned in the RFP and as decided by client on successful UAT by client | 20% of work order |
| Legacy data migration | 5% of work order |
| System integrator shall provide training service for the stake holders & department users | 10% of work order |
| User manuals, training manuals, audio-videos for various purposes related to the system. These entire documents/ audio-videos must be got approved from the Client. | 10% of work order |

| | Operations and Maintenance and up-gradation (Post Implementation support) | 30% of the payment to be made in 36 months (payment to be released on Quarterly basis) |
|---|---|---|

## PROJECT EXECUTION TIMELINES

| Sl. No. | Milestones | Timelines |
|---|---|---|
| 1 | Award of Contract/LOI | T |
| 2 | Requirements Gathering & Analysis and submission of SRS | T+ 30 days = T1 |
| 3 | Development of Web Portal & Mobile Application | T1 + 120days = T2 |
| 4 | Completion of Go-Live of application with all the modules and successful UAT | T2 + 30 days = T3 |
| 5 | Legacy data migration | Shall run in parallel as per instructions of ETD-HP |
| 6 | O&M and Help desk Support | For 3 years from the date of Go- live |

## LIMITATION OF LIABILITY

The aggregate liability of the firm to the HPSEDC in contract or tort or under statute or otherwise, for any loss or damage suffered by the HPSEDC arising from or in connection with the Services, however the loss or damage is caused, including firm's negligence but not fraud or other deliberate breach of duty, shall be limited to the amount of fee paid to the firm for the Services.

## APPLICABLE LAW

The contract shall be governed by the laws and procedures established by Govt. of India/ State of Himachal Pradesh within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

**TIME SCHEDULE**

The duration of the contract has been given in Section III above. If HPSEDC/ ETD-HP decides the firm to carry on with the activities beyond the stated period, based upon the satisfactory performance of the firm, the same may be extended by additional period as required at the same commercial terms based on concurrence of the firm. The communication for extension of the contract shall be done by the client 3 months before the expiry of the contract.

**Source Code and IPR**

The ownership of source code of the developed web portal and mobile application shall be assigned and transferred to ETD-HP, Himachal Pradesh with all ownership rights of the software/ source code and all related tangible and intangible material and documents for its unlimited, unrestricted use within the state of Himachal Pradesh at unlimited number of locations, machines, computers, gadgets etc.

**SECTION VII – FORMS AND ANNEXURES**


**FORM 1: FORMAT FOR PRE-QUALIFICATION PROPOSAL**


Date: DD-MM-YYYY

**Managing Director,**
**Himachal Pradesh State Electronics Development Corporation Ltd.**
**1ˢᵗ Floor, IT Bhawan, Mehli,**
**Shimla (H.P.)-171013**


**Ref:** Request for Proposal (RFP) for Study, Design, Development, Implementation Operation & Maintenance of Application, Web-Portal & Mobile Application for ETD-HP, Government of Himachal Pradesh

Ref: Study, Design, Development, Implementation Operation & Maintenance of Application, Web-Portal & Mobile Application for ETD-HP, Government of Himachal Pradesh (RFP No: **SEDC/ETD-HP/SW-DEV/2k22-10928**)


Dear Sir/Madam


1. Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP documents. To meet such requirements and provide such services as set out in the RFP documents, we attach hereto our response to the RFP documents, which constitutes our proposal for being considered for appointment as the Service Operator.

2. We undertake that this is our sole participation and we are not participating or co-participating in this bid through any other related party or channel.

3. We undertake, if our proposal is accepted, to adhere to the Project Schedule put forward in the RFP documents or such adjusted plan as may subsequently be mutually agreed between us and the HPSEDC/ ETD-HP or its appointed representatives.

4. If our proposal is accepted, we will submit a Performance Bank Guarantee in the format given in the RFP document issued by a Scheduled bank in India, acceptable to the HPSEDC, as per the details specified in the RFP documents for due performance of the Agreement.

5. We have read all the terms and conditions set out in the RFP documents and confirm that these are unconditionally acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Proposal shall not be given effect to.

6. We have studied all instructions/forms/terms/requirements/other information of the RFP documents carefully and have submitted this bid with full understanding and any implications thereof.

7. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.

8. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this             Day of                  2022

(Signature)                                   (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)              (Seal/Stamp of bidder)

Enclosure: Copy of Power of attorney/Board resolution in name of authorized signatory

**FORM 2: FORMAT FOR FURNISHING GENERAL INFORMATION**

**Details of the Bidder (Company)**

1. Name of the Bidder

2. Address of the Bidder

3. Status of the Company (Public Ltd/Pvt. Ltd)

4. Details of Incorporation of the Company

5. Details of Commencement of Business

6. Valid Sales tax registration no.

7. Valid Service tax registration no.

8. Permanent Account Number (PAN)

9. GST Identification Number

10. Name & Designation of the contact person to whom all references shall be made regarding this RFP

11. Telephone No. (with STD Code)
    Mobile Number

12. E-Mail of the contact person:

13. Fax No. (with STD Code)

14. Website

**FORM 3: PERFORMANCE BANK GUARANTEE FORMAT**


To

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1.      Whereas **M/s _____ (Name of firm agency)** (hereinafter called "firm") has to do project as per agreement dated_____ signed between Managing Director, (HPSEDC), Shimla (hereinafter called "Client") and them and as per the agreement **M/s _____ (Name of firm agency)** will submit Performance Bank Guarantee amounting to **Rs. _____ /-** (Rupees _____only).


2.      NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, (Bank Name) having its Head Office at_____

_____

_____ (hereinafter called "the Bank") are bound up to the "Client" in the sum of Rs._____ (_____) for which payment will and truly to be made to the "Client", the Bank binds itself, its successors and assignees by these presents.

3.      "The Bank" further undertakes to pay to the "Client" up to the above amount on receipt of its first written demand, without the "Client" having to substantiate its demand. The Client's decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to_____. However, its validity can be got extended before _____ solely at the instance of the "Client". This clause shall remain valid not withstanding anything else contained to the contrary in the document.

4.      Our liability under this guarantee is restricted to _____ (_____) and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all

your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5.      Sealed with the Common Seal of the said Bank this _____ day of _____ 21____.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 21____

for Bank _____

Witness

Signature

Name

M/s._____ (complete address)

**FORM 4: FINANCIAL INFORMATION**

**1. Annual Turnover of the Bidder in IT Application Development**

| Financial Year 2019-20 | Financial Year 2020-21 | Financial Year 2021-22 | Page number where the details are provided |
|---|---|---|---|
| | | | |

**2. Positive Networth of the Bidder**

| Financial Year 2019-20 | Financial Year 2020-21 | Financial Year 2021-22 | Page number where the details are provided |
|---|---|---|---|
| | | | |

**FORM 5: FORMAT FOR LIST OF PREVIOUS WORK ORDERS EXECUTED**

| SL. No. | Name of Client | Name of the Project | Project Brief | Project Cost | Status (Complete/ In Progress/ Delay) |
|---------|----------------|---------------------|---------------|--------------|----------------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| . | | | | | |
| . | | | | | |

**FORM 6: CV FORMAT FOR MANPOWER**

The format for submission of CVs is the following:

1.  Name: _____

2.  Profession / Present Designation: _____

3.  Years with firm: _____ Nationality: _____

4.  Area of Specialization: _____

5.  Details of Certification:

6.  Date of Birth:

7.  Proposed Position in Team:

8.  Key /Experience suitable to the proposed assignment: _____

(Under this heading give outline of staff member's experience in the area of assigned work in projects of similar nature handled in the past. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.

9.  Education/Training Programs: (Under this heading, summarize college/ university and other specialized education of staff member, giving names of colleges, dates and degrees obtained)
10. Experience: (Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organization, title and duration of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate.)

Signature (Concerned employee): _____

Counter Signature of Authorized Signatory: _____

Full Name: _____

Address: _____

Date:

*Note: 1. Certified supporting documents to be enclosed evidencing the above criteria of such personnel mentioned above.*

**FORM 7: SELF-DECLARATION {to be filled by the bidder}**

To,

**Managing Director,**

**Himachal Pradesh State Electronics Development Corporation Ltd.**

**1st Floor, IT Bhawan, Mehli,**

**Shimla (H.P.)-171013**

_____,

In response to the  RFP. No. _____ dated _____ for Study, Design, Development, Implementation Operation & Maintenance of Application, Web-Portal & Mobile Application for ETD-HP, Government of Himachal Pradesh, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding: -

a)  possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b)  have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c)  is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

d)  does not have any previous transgressions with any entity in India or any other country during the last three years

e)  does not have any debarment by any other procuring entity

f)  is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g)  does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h)  does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i)  will comply with the code of integrity as specified in the bidding document.


If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed in the RFP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.


Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -


Date: _____

Place: _____

**FORM 8 Declaration Regarding Clean Track Record (To be submitted on Bidder's letter head)**

To,

**Managing Director,**

**Himachal Pradesh State Electronics Development Corporation Ltd.**

**1st Floor, IT Bhawan, Mehli,**

**Shimla (H.P.)-171013**

Dear Sir,

**Declaration Regarding Clean Track Record**

**(RFP No :                              dated          )**

I have carefully gone through the Terms & Conditions contained in the **RFP No :** _____ **dated** _____ regarding Study, Design, Development, Implementation Operation & Maintenance of Application, Web-Portal & Mobile Application for ETD-HP, Government of Himachal Pradesh. We hereby declare that our company has not been debarred/ black listed or in fraud list by/of any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India / Miltilateral agencies / Bilateral agencies / authorities / regulators, etc. as on the date of bid submission.

I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the client and the information submitted by the company in all Annexures is true and correct and also able to perform this contract as per RFP document.

Thanking you,

Yours sincerely,

Date Signature of Authorised Signatory … Place Name of the Authorised Signatory …

Designation …

Name of the Organisation …

Seal …

**FORM 9:  DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENT**

To

        The Managing Director,

        H.P. State Electronics Development Corporation Ltd.,

        1st Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.: **SEDC/ETD-HP/SW-DEV/2k22-10928**) regarding Study, Design, Development, Implementation Operation & Maintenance of Application, Web-Portal & Mobile Application for ETD-HP, Government of Himachal Pradesh by HPSEDC. I declare that all the provisions of this Tender Document contained in this tender and subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name:  _____

Designation: _____

Company: _____

Address: _____

Contact No:                          Email-id:

<div align="center">**Service Level Agreements (SLA's)**</div>

**Service parameters**
   a) VAT application response time
   b) MIS Report Submission
   c) Virus protection

1. **Service parameters**

   **VAT application response time**
Service level Response time should be less than 6 seconds for a form and 12 seconds for a report at any point of time.
**Measurement metrics**
To be monitored through random sample testing. In a month, (5) times at least. On any day, on any form / report, at any point of time in the day and from any location. These data should be collected and average response time will be found.  The IP should provide tools / mechanisms to measure the same. The tool / mechanism should be able to provide ETD-HP online information about response time, and historical information of the same.
**Penalty**
   - Slab 1: Either form/report Average Response Time between 6 secs and 10 secs for forms and between 12 secs and 16 secs for reports (2% of the invoice value)
   - Slab 2: Either form/report Average Response Time between 10 secs and 15 secs for forms and between 16 secs and 21 secs for reports (3% of the invoice value)
   - Slab 3: Either form/report Average Response Time above 15 secs for forms and above 21 secs for reports (5% of the invoice value)


2. **MIS Report Submission**

   **Service level**
Daily MIS report submission every working day before 4.30 pm

   **Measurement metrics**
Number of reports submitted before 4.30 pm on every working day in a month

   **Penalty**
   - Slab 1: number of default = 1 (Rs. 3000)
   - Slab 2: number of defaults more than 1 (Rs 5000)

3. **Virus protection**

   **Service level**
No incidence of virus infection

   **Measurement metrics**
   **Total number of incidence of virus infection**
   **Penalty**
   o Rs. 5,000 per incidence at the field offices

Rs. 50,000 per incidence at State Data Centre