

# Governmernt of Karnataka Department of Commercial Taxes Vanijya Therige Karyalaya-1, 1<sup>st</sup> Main Road, Gandhinagar, Bangalore-560 009

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Telefax: 080- 22208402 Date: 05/09/2013

## **Request For Proposal**

(For providing consultancy services for implementing Data Analytics and Business Intelligence solution)

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# 1. About the Department

Commercial Tax Department (CTD) which contributes more than 60% of State's Own Tax Revenues (OTR) is the major source of revenue for the Government of Karnataka. CTD administers Nine Acts as specified below:-

- 1. Karnataka Value Added Tax Act, 2003;
- 2. Central Sales Tax Act, 1956;
- Karnataka Sales Tax Act, 1957;
- 4. Karnataka Tax on Luxuries Act, 1979;
- 5. Karnataka Tax on Entry of Goods Act, 1979;
- Mysore Betting Tax Act, 1932;
- 7. Karnataka Entertainments Tax Act, 1958
- 8. Karnataka Tax on Professions, Trades, Callings and Employments Act, 1976; and
- 9. Karnataka Agricultural Income Tax Act, 1957

Commercial Taxes Department(CTD) has developed and implemented e-initiatives for all its core functionalities like, providing online registration, enabling electronic filing of returns, enabling e-payment of taxes, online issue of CST forms, downloading of delivery notes (e-Sugam) on demand without intervention of CTD officials, issue of online Transit Passes (e-Suvega) etc. Further, in order to infuse more accountability among the officers and to have more transparency in the day to day administration, systems like e-CAS (Comprehensive Audit System), e-DCB (Demand Collection and Balance) and e-Enforcement are put in place.

CTD needs to enhance its capabilities for analysis of dealers' transactions and establish a system for correlating its tax collections with economic activities in the State and data available with other public agencies. The objective is to identify potential and actual evasion of taxes and take timely actions to counter them.

# 2. Project Objective

The purpose of the project is to improve the dealer transaction analytical capabilities of the CTD including benchmarking the tax performance with relevant economic and tax data available on the public domain and with other tax authorities. This should help to detect tax evasion, increase tax compliance in the State, resulting in State revenue enhancement. Since FY 09-10, CTD has adopted electronic administration of Tax Acts, primarily including electronic return filing, dealer registration, statutory form issuance and electronic transaction receipts for goods movement, electronic payments etc. A substantial repository of electronic data is now created that receives inputs from online modules as e-Registration, e-Returns, e-Sugam and other electronic statistical data which are uploaded by dealers from time to time. Sufficient number of dealers has now registered themselves on the database, with the CTD achieving 100% electronic return filing. Sufficient amount of data has been collected over the past 3 years for the 4 lakhs+dealers in the State and the system has reached a medium maturity level. In the recent past, the Audit and Enforcement Division functions have also been automated, and payment of the Luxury Tax, Entertainment Tax has also been made through e-Payments. Now e-Payment is being permitted through 20 banks including three private sector banks.

CTD now intends to build on the existing capabilities to add higher analytical capabilities to the data collected to derive insights out of the collected data. We plan to mine the collected data for detection of patterns, trends, etc. for tax evasion, data misrepresentation, gaps in data etc. At present, numerous MIS reports are already being generated using the existing data for reading and initiation of action by the CTD officers. These reports are generated based on a set of pre-defined queries for requisite dealer information from the database. To take this a step further, the CTD wants to automate some of the actionable and alert generation, to extract actionable outputs, post automated analysis of the gathered data. The CTD, at present, does not use any advanced IT tools as Business Intelligence/ Date Warehousing (BI / DW), which assist in deeper analysis of data and derivation of trends, results, alerts, actionable based on defined business rules. Department therefore has identified following next steps as priorities:

- a) Undertake additional analysis that can be performed using the existing data and data sets;
- b) Identify the external world linkages and reports that can be imported to the existing system for further analysis. This also includes identifying additional data points that can be potentially sought from dealers that can enhance the analysis;
- c) Prepare a roadmap for the Department for adoption of advanced IT tools as BI / DW, define their objectives, benefits, and outcomes.

To help in achievement of above objectives, CTD intends to take the services of a Consultant.

The key role expected of the appointed Consultant will be to take up the tasks as below:

- a) Study of data analytics requirements of CTD's functional divisions and existing reporting and analytical capabilities;
- b) Identify the immediate additional insights that can be generated with existing datasets by way of reports and analysis using newer analysis techniques and desktop tools on an immediate basis;
- c) Identify the gaps in data requirements for deeper analysis;
- d) Identify external world linkages (eg. Sector reports, Annual reports, MCA 21 Database) and evaluate its feasibility for CTD adoption: and
- e) Prepare a roadmap for adoption of Business Intelligence, Data Mining and warehousing solution by the Department.

## 3. **Invitation to bidders**

Commercial Taxes Department invites two cover system sealed tender Offers (Technical bid/ Offer and Commercial bid/ Offer) from eligible reputed firms through **e-Procurement platform** for providing consultancy services to all related areas of work for implementing a Data Analytics and Business Intelligence solution. The authorities and schedule for bidding is as under:

i	Designation and address	Commissioner of Commercial Taxes
	of the procuring entity	1 <sup>st</sup> Floor, 'Vanijya Therige Karyalaya',
		1 <sup>st</sup> Main Road, Gandhinagar,
		Bangalore-560 009
ii	Designation and address	Addl. Commissioner of Commercial Taxes
	of the tender inviting	(Goods and Service Tax)
	authority	4 <sup>th</sup> Floor, 'Vanijya Therige Karyalaya',
		1 <sup>st</sup> Main Road, Gandhinagar,
		Bangalore-560 009
iii	Designation and address	Commissioner of Commercial Taxes
	of the tender accepting	1 <sup>st</sup> Floor, 'Vanijya Therige Karyalaya',
	authority	1 <sup>st</sup> Main Road, Gandhinagar,
		Bangalore-560 009
iv	Last date for submission	13-09-2013
	of pre-bid query	
٧	Last date for response on	18-09-2013
	pre-bid query by CTD	
vi	Last date and time for	25-09-2013 at 5.00 P.M.
	receipt of bid	

vii	Date, time and venue for	27-09-2013 at 5.15 P.M. at
	opening of technical bid;	Room No. 401, 4th Floor,
		'Vanijya Therige Karyalaya', 1st Main Road,
		Gandhinagar, Bangalore- 560 009
viii	Date for Technical	01-10-2013, 11.00 AM onwards
	Presentation	
ix	Date, time and venue for	05-10-2013 at 11.00 A.M. at
	opening of financial bid;	Room No. 401, 4th Floor,
		'Vanijya Therige Karyalaya', 1st Main Road,
		Gandhinagar, Bangalore- 560 009
Х	Telephone No. and e-mail	080-22208402, 22342680
	ID for contact	rjpadcom@gmail.com

The technical specifications, terms and conditions, and various formats and pro-forma for submitting the tender offer are described ahead in the tender document.

# 4. Pre-qualification criteria

Interested bidders must necessarily qualify the criteria mentioned below for consideration of their offers by the Commercial Taxes Department for the required services:

S.No.	Criteria	Document Required			
1	The Consultancy provider should be a registered company under the Companies Act 1956. The Consultant should be holder of Profession Tax and Service Tax registration numbers.	Scanned copies of Certificate of Incorporation, Registration Certificate under Service Tax Act and Profession Tax Act			
2	Turnover of the bidder firm from consultancy services should be more than Rs.100 Crores per annum for previous three consecutive financial years ending on 31.3.2013.	Scanned copies of certified statement from CA (Audit Report and Profit and Loss Account) and copy of the PAN card issued by the IT department			
3	Experience				
(a)	The consultant firm should have undertaken at least one project involving Business Intelligence or Data Analytics or Data Warehousing, solution design or consultancy services, of a minimum consultancy fee value of Rs.25 Lakhs, for any of Commercial Taxes Department in India, in the previous three consecutive financial years ending on 31.3.2013.	Scanned copies of Relevant work order and Certificate from the relevant Department in that regard.			

S.No.	Criteria	Document Required			
(b)	Bidder should have successfully completed at least three	Scanned copies of			
	projects involving I.T. advisory services of a minimum	Relevant work order and			
	consultancy fee value of Rs.25 Lakhs, for any Government	Certificate from the			
	Department in India in the previous three consecutive	relevant Department in			
	financial years ending on 31.3.2013.	that regard.			
NOTE	If any project is coming under more than one criteria specified at (a) & (b) above, it				
	shall be considered under only one criterion which is more re	elevant to that project.			

## 5. **Instruction to Bidders**

#### 5.1 Tender fees

- The bid shall need to be submitted through e-Procurement Portal (<a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a>). Bidders need to register in the e- Procurement portal to submit their bids online. The Bid document can be viewed free of cost on e-Procurement Portal or from the CTD's website <a href="http://ctax.kar.nic.in">http://ctax.kar.nic.in</a>
- 2. The bid is invited as per the provisions of the Karnataka Transparency in Public Procurement Act-1999, in two-cover system i.e., Pre-Qualification & Technical, and Commercial Bid separately.
- 3. e-Procurement Portal guidelines needs to be followed.

## **5.2 Earnest Money Deposit**

- Earnest Money Deposit of Rs. 10,000/- shall be paid by the bidder through e-Procurement portal <a href="http://www.eproc.karnataka.gov.in/">http://www.eproc.karnataka.gov.in/</a>. The bidder can pay the EMD through any of the following payment modes:
  - Credit Card
  - Direct Debit (Net Banking)
  - National Electronic Fund Transfer (NEFT)
  - Over the Counter (OTC)
- 2. The Earnest Money Deposit must be paid along with technical offer.
- 3. In the event of non-payment of the Earnest Money Deposit, the bid will be rejected.
- 4. The EMD shall have a validity period of 180 days from the last date of submission of bid.

- 5. The Earnest Money Deposit will be refunded to the unsuccessful bidders only after completion of the bid process.
- 6. No interest will be payable on the Earnest Money Deposit.
- 7. The Earnest Money Deposit of the finally selected consultant would be refunded after execution of agreement and furnishing of performance security.
- 8. The Earnest Money Deposit amount will be forfeited if the selected consultant refuses to accept assignment.

#### 5.3 Clarifications on the RFP

Queries/clarifications will not be entertained over phone. All queries and clarifications must be sought in writing or sent to the email-id: <a href="mailto:ripadcom@gmail.com">ripadcom@gmail.com</a> The Consultants are also requested to collate queries and submit them together seeking clarifications/responses from the Commercial Tax Department. It should be ensured that all the queries and clarifications are communicated in writing by 13-09-2013. Consultants are requested to indicate only one e-mail id, to which the clarifications and other communications can be sent.

#### 5.3.1 Amendment to the RFP document

At any time prior to the opening of the technical bids, the Commercial Tax Department may, for any reason, either *suo moto* or arising out of queries of the consultants, amend the RFP document. The Commercial Tax Department may amend any of the RFP terms, which would be communicated/ indicated to the bidder as corrigendum to RFP document in the e-Procurement portal. The amendment so carried out will be binding on all the bidders. It will be assumed that amendments contained in such addendums have been taken into consideration by the bidders in their offers.

#### 5.4 Technical Offer/ Bid

The Technical offer (TO) should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However TO should confirm that all required rates have been quoted in Commercial Offer (CO), without showing the actual amounts in the TO. It is mandatory to submit all the details in the prescribed formats duly filled in, along with the offer. The Commercial Tax Department, at its discretion, may not evaluate a TO in case of non-submission or partial submission of technical details. The Technical offer must be submitted by consultant to CTD in an organized and structured manner. No brochures/leaflets

etc., should be submitted in loose form. The scanned copies of the following documents relating to Technical Offer should be uploaded:-

- 1. Section I Technical Offer covering letter
- 2. Section II Consultant Organisation profile
- 3. Section III Documents for Pre-qualification Criteria
- 4. Section IV Description of the methodology and work plan for performing the assignment, Team composition, task assignment for the proposed assignment and the work schedule
- 5. Section V Consultant Firm Relevant Experiences
- 6. Section VI CVs of proposed team
- 7. Section VII List of documents submitted for scoring of marks as per evaluation criteria. Formats for the same is provided in Annexure I –Annexure VII
- 8. The compliance sheet comparing the terms of references as specified in the tender document and as offered by the bidder shall be submitted. Deviation if any along with explanation shall be clearly mentioned.

## 5.5 Commercial Offer / Bid

- The Commercial bid shall be filled, uploaded, and encrypted using the Digital Signature Certificate of the Bidder.
- 2. The Bidder shall provide the rate in the appropriate field against each item
- 3. The Commercial offer shall not be submitted in hard copy. Only offer submitted through e-Procurement portal will be considered for evaluation.
- 4. The uploading of commercial bid along with the Pre-Qualification Bid and technical bid, will lead to rejection of the bid.
- 5. Unless expressly indicated, Bidder shall not include any technical information regarding the services in the Commercial Bid.
- 6. The quoted prices will be considered for evaluation.
- 7. Additional information may be submitted to accompany the Bid. In submitting additional information, please mark it as supplemental to the required response.
- 8. Prices shall be quoted entirely in Indian Rupees.

## 5.6 Price Composition

The Charges/fees quoted should be only in Indian rupees only. The Charges/fees shall

be on a fixed price basis and should not be linked to the Foreign exchange. The accommodation, travel expenses and other expenses should be borne by consultancy service provider. The Charges/fees quoted should be inclusive of all taxes, duties, etc., and the same shall be deducted as per provisions of law. These should be shown separately in the 'Commercial Offer'. The total price should include all the components mentioned in the 'Commercial offer as mentioned in **Annexure VIII, Fin Form 2**. Any change in the service tax rate will be considered while making payments.

## 5.7 Erasures or Alterations

All details must be completely filled up. The corrections or alterations, if any should be authenticated. In case the corrections/alterations are not properly authenticated, the offer will be rejected.

## 5.8 Offer Validity period

The offer should remain valid for a period of 180 days from the date of the submission of offer.

## 5.9 Governing Language

The Contract shall be written in the language of the bid. All Correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

## 5.10 Duties and taxes

The Consultant shall be entirely responsible for all taxes, duties, license fees, etc. incurred on the project. Unless otherwise exempted, the consultant shall enclose with the tender, valid Income Tax/Service Tax clearance certificate issued by the appropriate authority under his seal. Without this the tender is liable to be rejected.

#### 5.11 Late Bids

Any bid received by the CTD after the last date and time as prescribed for receipt of bids will be rejected.

## 5.12 Contacting the CTD

No consultant shall contact the CTD on any matters relating to its bid, either directly or

indirectly from time of bid opening to the time the contract is awarded unless explicitly asked to do so in writing by CTD. Any efforts by the tenderer to influence the CTD's bid evaluation, bid comparison or contract award decisions, either directly or indirectly may result in rejection of the tenderer's bid

#### 5.13 Notification of Award

Prior to the period of expiration of bid validity, the CTD will notify the successful Tenderer in writing by registered letter or by cable/ telex/ fax, to be confirmed in writing by registered letter, that his bid has been accepted.

- The Contract will be awarded to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the Best Value Bid. The decision of CTD is final in this regard.
- 2. Award of the contract will be issued to the successful bidder, in the CTD's format.
- 3. The CTD will promptly inform each unsuccessful Tenderer and will release EMD.

## 5.14 Signing of Contract and Performance Security

- 1. The successful bidder should enter into an agreement with CTD within 15 days of the receipt of the award of the contract in the prescribed format based on the terms and conditions contained in this bid document.
- 2. The bidder should furnish to the CTD by way of performance security an amount equivalent to 5% of the bid value in the form of a Bank Guarantee of any Nationalized Bank which shall remain in force till the expiry of contract. The bank guarantee (BG) will be returned to the bidder only after satisfactory delivery of services.

<u>Note:</u> In e-Procurement Portal Bidder has the option of withdrawing the Bid by digitally signing to withdraw/cancel Bid before the Bid submission time /Date.

## 5.15 Response Submission

- 1. Interested consultants are requested to submit their offers in two parts:-
- Technical Offer and Commercial Offer Both the parts must be submitted at the same time giving full particulars as per the prescribed formats on the online eprocurement portal.
- 3. The Technical offer should contain the bidder compliance to the prequalification criteria mentioned earlier.

- 4. The Technical offers and Commercial offers must be accompanied by Earnest Money Deposit of Rs. 10,000/- only.
- 5. Failure to submit separate "Pre-qualification and technical" bid and "commercial" bid may result in disqualification of the Bid.
- 6. CTD reserves the right to accept/reject any or all offers submitted in response to this RFP without assigning any reason whatsoever.

## 5.16 Opening of Offers

- The technical offers will be opened as per bid schedule mentioned earlier at the above address.
- 2. The representatives of the consultants are requested to be present for the opening of the technical offers. No separate intimation will be given in this regard to the consultants.

#### 5.17 Evaluation of Offers

Scrutiny of Bids will be done in three stages mentioned below:

## A. Prequalification Evaluation:

The CTD will first scrutinize the eligibility of the prospective bidders as per "Prequalification criteria" mentioned in point no. 4 mentioned above, based on the documents submitted by the bidder. The offers of the bidders who fulfill the mentioned prequalification criteria will be taken up for further scrutiny i.e. the technical evaluation.

#### B. Technical bid evaluation:

- i. CTD will scrutinize the technical offers. In the evaluation, CTD will determine whether the technical details along with documents furnished are as per RFP requirements and whether items/services are quoted as per the schedules / annexure.
- ii. The bidders are required to make a technical presentation on their technical offer before the CTD's tender evaluation panel. The CTD will not bear any extra cost in this regard.
- iii. A bidder should score a minimum of 75 marks for qualifying the technical evaluation.
- iv. Only those bidders who qualify in the technical evaluation will be treated as qualified for the commercial evaluation.

- v. The technical evaluation will be done on basis of the information provided by Bidder against the detailed evaluation criteria as mentioned in table below.
- vi. The project/s specified in SI. No (a), and (b) of the table below shall be distinct and unique. In other words, the projects specified in any one criterion shall not be repeated in other criterion.

# vii. The technical evaluation scoring shall be based on the evaluation matrix mentioned below:

SI.No.	Technical Evaluation Criteria	Maximum	Documents Required
		Marks	
1	Relevant Project Experience		
(a)	The Consultancy projects undertaken by the	20	Scanned copies of the
	bidder firm with any Commercial Taxes		work orders and the
	Departments in India in IT Business		Certificate from the
	Intelligence or Data warehousing or Data		concerned Government
	Analytics / validation or related Consultancy		Department in this
	services of minimum consultancy fees value of		regard
	Rs.25 Lakhs, in the previous three consecutive		
	financial years ending on 31.3.2013. Relevant		
	Projects to be quoted. A maximum of 4		
	projects can be quoted. 5 marks for each		
	successfully completed project; 4 marks for		
	each ongoing project.		
(b)	Consultancy projects undertaken by the bidder	15	Scanned copies of the
	firm with any Government Departments in IT		work orders and the
	advisory domain, of minimum consulting fees		Certificate from the
	value of Rs 25 lakhs, in the previous three		concerned Government
	consecutive financial years ending on		Department in this
	31.3.2013. Relevant projects to be quoted.		regard
	[Scoring as per below]		
	1.5 marks for each successfully completed		
	project and 1.25 marks for each ongoing		
	project; subject to a maximum of 15 marks. At		
	least 3 projects should have been successfully		
	completed.		
2	Proposed Team (as per table below)		
	Project Manager / Principal Consultant	12	Detailed CVs

SI.No.	Technical Evaluation Criteria	Maximum	Documents Required
		Marks	
	Domain Expert / Senior consultant	11	
	BI/DW/analytics Expert	10	
	Technical consultant	7	
3	Approach and Methodology		
	Approach and Methodology, as mentioned in the Offer submitted	10	Relevance and methodology, tools proposed etc.
	Technical Presentation with emphasis on outcomes of earlier projects mentioned in (a) and (b) above *	15	
	TOTAL MARKS	100	

<sup>\*</sup> NOTE: The Technical presentation should be delivered by the team proposed for the project execution.

Scoring table for the CVs proposed is as given below -

S.No.	Position	Criteria	Scoring	Max Marks
1	Project Manager / Principal Consultant	Total number of years of experience	10 or higher – 3 8 to 9 years – 2 marks 5 to 7 years – 1 mark < 5 years – 0 marks	3 marks
		Total number of years of Government domain IT consulting experience	6 or higher – 3 marks 3 to 5 years – 2 marks < 3 years – 0 marks	3 marks
		Total number of IT consultancy projects undertaken for Indian Govt.	5 or higher projects – 3 marks 3 to 5 projects – 1 mark < 3 projects – 0 marks	3 marks
		Total number of IT consultancy projects undertaken for CTD or tax / excise departments	3 or higher projects – 3 marks 2 projects – 1 marks < 2 – 0 marks	3 marks
2	Domain Expert	Total number of years of	7 years or	4 marks

S.No.	Position	Criteria	Scoring	Max Marks
	/ Senior consultant	experience	higher – 4 marks 4 to 6 years – 2 marks 2 to 4 years – 1 marks < 2 years – 0 marks	
		Total number of years of Government domain IT consulting experience	5 years or higher – 4 marks 2 - 4 years – 2 marks < 2 years – 0 marks	4 marks
		Total number of IT consultancy projects undertaken for CTD or tax / excise departments	2 or higher projects – 3 marks < 2 projects – 0 marks	3 marks
3	BI/DW/analytics Expert	Total number of years of experience of IT implementation or consulting experience	10 or higher –5 marks 8 to 9 years – 3 marks 5 to 7 years – 2 mark < 5 years – 0 marks	5 marks
		Total number of projects in BI / DW / Analytics domain	7 or higher projects – 5 marks 3 to 6 projects – 2 marks < 3 projects – 0 marks	5 marks
4	Technical consultant	Total number of years of experience of IT implementation or consulting experience	5 years or higher – 4 marks 3 to 5 years – 2 marks < 3 years – 0 marks	4 marks
		Experience of working with tax / excise departments in India	2 or more – 3 marks 1 department – 1 mark	3 marks

## C. Commercial Bid Evaluation:

Commercial bid offers of only those firms who qualify technically shall be opened on the date & time specified in the bid schedule, in the presence of the Consultants and/or their representatives who choose to attend. The lowest commercial offer shall be scored 100 marks and others  $S_{\text{F}}$  = 100 x  $F_{\text{M}}$  / F

## D. Method of selection to evaluate the Highest Evaluated Bidder

- Selection of preferred bidder shall be done through QCBS (Quality and Cost Based Selection) method with weightage of 75% for technical offer and 25% for the financial offer.
- 2. **Technical Bid Score (ST)**: Marks as obtained through technical bid evaluation shall be considered as technical score for the purpose.
- Commercial Bid Score (SF): The lowest commercial offer (FM) will be given a
  commercial bid score (SF) of 100 marks. The commercial bid score of other
  proposals will be computed as follows: SF = 100 x FM / F (F = amount of
  commercial offer).
- 4. **Final Bid Score**: Offers will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: S = ST x 0.75 + SF x 0.25, where, 0.75 and 0.25 are weights assigned to Technical Offer and Financial Offer respectively.
- 5. Bidder having highest combined score S shall be the highest evaluated bidder.

#### 5.18 Payment procedure on website

1. Payment Procedures in the e-procurement portal

## (a) CREDIT CARD PAYMENT METHOD

To pay the Registration Fee/EMD through credit card, click on the "Credit Card (Online Payment)" option. If you choose to pay the fees/EMD later click on "Close" button. Click on "Pay" button to proceed with payment process. Click "Back" if you wish to choose a different payment method. Click on "OK" button on the payment method confirmation window that is displayed. You will choose your card type (VISA or Master Card). Enter the credit card details. When you have completely filled the card details, click on "PAY NOW" button to effect the payment. Your card details are verified by the payment gateway service and you will receive confirmation of payment debited to your card account if the card is valid. If the card is not valid you will receive alert about it and system will wait for you to correct any errors in the card details provided by you. A successful transaction message is displayed.

## (b) DIRECT DEBIT METHOD (Net Banking):

Click on "Direct Debit" using Internet Banking option to pay from your bank account through Internet Banking facility. Click on "Pay" to proceed or "Back" to change the payment method on the Payment details screen. Click on "OK" on the confirmation window to effect the payment. On your screen, you will be informed about successful completion of payment process.

## (c) NEFT payment procedure

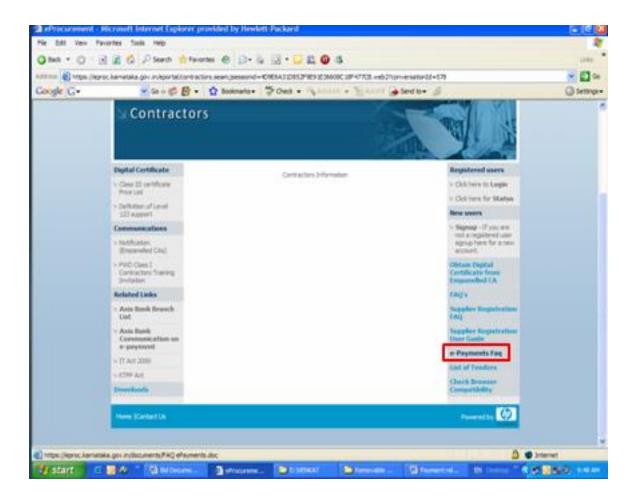
If a Bidder chooses to make payment of the Registration Fee/EMD using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the consultant will need to log into e-Procurement system, access the Bid for which Bid is being created and then select the NEFT option under the payment section and print the challan shown in that section. The printed challan will have the unique Bid reference number, account details of Government of Karnataka and the amount to be remitted. The consultant has to submit the printed challan to ICICI bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the consultant's bank account to Government of Karnataka bank account. The consultant should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for Bid submission and preferably 24 hours before the last date for Bid submission. If the contractor's/supplier's bank transfers/wires the money after the last date for Bid submission, the contractor's/supplier's Bid will be liable for rejection. Upon executing the transfer, the consultant's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be provided by consultant in the payment section of e-Procurement payment confirmation before the Bid is submitted (i.e.) as a pre-requisite for Bid submission. Also, the account number from which the funds were transferred has to be inputted in the e-Procurement system as part of Bid.

## (d) OTC payment procedure

If the bidder chooses to make payment of EMD/Bid processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in the e-

Procurement web-site (http://eproc.karnataka.gov.in), the bidder will need to log into e-Procurement system, access the Bid for which Bid is being created and then select the OTC option under the payment section and print the challan shown in that section. The printed challan will have the unique Bid reference number and the amount to be remitted. Along with the challan, bidder can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The bidder is requested to specifically inform the bank officer to input the unique Bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be provided by consultant in the payment section of ITMS Bid as payment confirmation before the Bid is submitted (i.e.) as a pre-requisite for Bid submission.

- (2) The Bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at ICICI Bank.
- (3) The Bid Security (EMD) would be refunded to all unsuccessful Bidders within fifteen (15) days of award of the project. The Bid Security of Selected Bidder would be adjusted towards partial fulfillment of the requirement of Performance Bank Guarantee.
- (4) Bids submitted without the exact amount of Bid Security and the requirements prescribed above will be summarily rejected.
  - Interested Bidders need to register in the e-Procurement portal. (http://eproc.karnataka.gov.in) and contact e-Procurement Cell (Phone No. 080-22371090, 080-22373788) or Help Desk (080- 25501216, 080-25501227) in case of further assistance.
  - You may Email: eprocurementhelpdesk@gmail.com for further information if required. For details on e-Payment services refer to e-procurement portal on the process and encryption details.
- 5. A snap shot of e-procurement website: <a href="https://eproc.karnataka.gov.in/">https://eproc.karnataka.gov.in/</a>



**Note**: In e-Procurement Portal Bidder has the option of withdrawing the Bid by digitally signing to withdraw/cancel Bid before the Bid submission time /Date.

## 5.19 Confidentiality

The consultant will be exposed, by virtue of the contracted activities, to internal business information of CTD, affiliates, business partners and /or customers. The consultant would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the proposed data warehouse in any form. The consultant must safeguard the confidentiality of the CTD's business information, applications and data. For this consultant and employees of consultant are required to sign Non-disclosure agreement with CTD.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. The CTD may apart from blacklisting the consultant, initiate legal action against the consultant for breach of trust. The consultant shall also not make any news release,

public announcements or any other reference on RFP or contract without obtaining prior written consent from the CTD.

#### 5.20 Milestones/Deliverables

The Payment schedule would be linked to the milestones, as per defined at section 9. There will be no advance payments for Consultancy services rendered by consultant for the project. There will be no interest on late payment.

## 5.21 Replacement

Consultants deployed on the project can be replaced with a minimum notice of 2 weeks and the replacement resource should be part of transition or 2 weeks. Any transition or notice of less than 2 weeks will attract a penalty of Rs. 50,000. In case of replacement due to resignation, no penalty will be levied.

## 5.22 Patent Rights

The Consultant shall indemnify the CTD against all third-party claims of infringement or patent, trademark or industrial design rights arising from the study or any other part thereof.

## **5.23 Contract Amendments**

No variations in or modifications of the terms of the contract shall be made except by written amendment signed by the parties.

## 5.24 Delays in the Consultant's Performance

- Delivery of services shall be made by the Consultant in accordance with the Delivery Schedule specified in clause 9 of this tender.
- 2. If selected bidder fails to deliver the services as per clause 8 of this tender notification from the date of issue of award letter, penalty at the rate of 1% of the cost of service will be levied for the first week of delay and will be increased by 1% for each week up to a maximum of 5% and will be recovered out of the Bank Guarantee furnished as performance security in terms of clause 5.14(2) above, in case the bidder fails to pay the said penalty to the CTD.
- 3. An unexcused delay by the Consultant in the performance of its delivery obligations shall render the Consultant liable to any or all of the following

- sanctions: forfeiture of its performance security, imposition of liquidated damages, and / or termination of the contract for default.
- 4. If at any time during the performance of the contract, should the Consultant encounter conditions having an impact on the timely delivery of the goods and performances of services, he shall promptly notify the CTD in writing of the fact of the delay, its likely duration and its cause(s).
- 5. As soon as practicable, after receipt of the Consultant's notice, the CTD shall evaluate the situation and may at its discretion extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

## 6. Other Terms and Conditions

#### **6.1 Termination for Default**

- A. The CTD may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or part:
  - a) If the Consultant fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the CTD; or
  - b) If the Consultant fails to perform any other obligation(s) under the contract.
- B. In the event the CTD terminates the contract in whole or in part, the CTD may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Consultant shall be liable to the CTD for any excess costs for such similar services. However, the Consultant shall continue performance of the contract to the extent not terminated.

## **6.2 Force Majeure**

- A. The Consultant shall not be liable for forfeiture of its performance security, 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.
- B. For purposes of this clause, the term Force Majeure means an event beyond the control of Consultant and not involving the Consultant's fault and negligence and not foreseeable. Such events may include, but are not restricted to, acts of the CTD either in its sovereign or its contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- C. If a Force Majeure situation arises, the Consultant shall promptly notify the CTD in writing of such conditions and the cause thereof. Unless otherwise directed by the CTD in writing, the Consultant 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.

## 6.3 Termination for Insolvency

The CTD may at any time terminate the contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter to the CTD.

## **6.4 Termination for Convenience**

The CTD may by written notice sent to the Consultant, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the CTD's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

## 6.5 Arbitration

- A. The CTD and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- B. If, after thirty (30) days from the commencement of such informal negotiations, the CTD and the Consultant have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in following clauses D, E and F of this clause.
- C. In the case of a dispute or difference arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by the CTD and the other to be nominated by the Consultant or in the case of the said arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the arbitrators cannot agree to the Umpire, he may be nominated by the Arbitration Council of India/Institution of Engineers, India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Arbitration Council of India/Institution of Engineers, India shall be final and binding on the parties.

- D. The Arbitration and Conciliation Act 1996, the rules made there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- E. The venue of arbitration shall be the place from where the Contract is issued.

## 6.6 Applicable law

The Contract shall be interpreted in accordance with the Indian Laws and shall be subject to the jurisdiction of Courts established under the Indian Laws.

#### 6.7 Notices

- A. Any notice by one party to the other pursuant to the Contract shall be sent in writing to the address specified for that purpose in the contract.
- B. A notice shall be effective from the date of receipt of the notice or from the effective date as mentioned in the notice, whichever is later.

# 7. Scope of Work of the Consultant

The overall scope includes current state study, designing data analysis reports, feasibility study for external world linkages to CTD, and preparation of a roadmap document for adoption of advanced analytical tools by Commercial Taxes Department, Karnataka.

## The broad requirements for this project are as follows:

- 1. To review the existing processes to identify gaps in their inter-dependence and to analyze electronic data collected through various sources by CTD for understanding and identifying the key insights for CTD (such as policy making, reporting etc.).
- 2. To identify the data driven reporting and alert requirements for CTD and other relevant user groups.
- 3. To facilitate design of an integrated data repository to allow collection of clean, consistent, current and historical data of dealer transactions.
- 4. To provide inputs for mining of CTD data and analyzing for addition of inputs from external sources of data like industry trends and other reports to understand its impact on department's tax collection.
- 5. In order to augment the analytics capability at CTD, Consultant shall hand-hold and train a select set of officers of CTD on the extended data analysis using the data already available and sample data from potential external sources as part of the project.
- 6. To design a methodology for data collection in a manner convenient to dealers that overcomes loopholes and data gaps that are encountered in existing methodology.
- 7. To help identify the needs of an advanced analytical capability system and prepare a roadmap for its adoption. A system that:
  - a. Generates a risk management system and helps generate reports for trend analysis, predictive modeling, forecasting, "what if analysis" etc.
  - b. Builds and maintains a decision support system that provides inputs in a concise and precise manner which can be used for decision making in the department.
  - Enables secure and web based access to users of Enterprise Data Warehouse and Business Intelligence tools.
  - d. Builds and maintains an extensive metadata repository which includes technical, business and source system metadata.

The project will be executed in the following Phases:

Phase 1: Current State Study Phase

Phase 2: Design Phase

## 7.1 Phase 1: Current State Study Phase

## 7.1.1 Study present organization structure, functions and services

 Organization structure, Divisions, and respective roles / functions performed with regards to dealer tax compliance initiatives

#### 7.1.2 Study of existing processes

- Study the existing processes and dealer data collected from following perspectives:
  - Existing set of dealer data collection points / fields
  - Existing set of MIS reports generated and analysis performed
  - Gaps in their inter-linkages
  - o Key parameters analyzed for detection of evasion, frauds, gaps etc
  - The current state of data analytics processes and procedures of the Department
- Develop an understanding of use of IT in the above endeavor and of the data captured, generated and maintained across various application modules like online modules as e-Registration, e-Returns, e-Sugam and those of Audit and Enforcement divisions
- Interact with CTD's Software Developer to confirm the gaps in the inter-linkages of exiting data and MIS reports/analysis

## 7.1.3 Study of existing sample dealer data

- Analyse a sample data dump of dealer transactions for a given period
- Study the data points collected and analysis conducted as on date
- Study and identify other potential insights / information that can be obtained from existing data
- Analyse for data gaps required for deeper analysis

## 7.1.4 Study of national best practices

- Identify practices adopted nationally, of similar systems that have been incorporated in India
- Study IT initiatives taken up for the purpose of analytics in other CTDs
- Prepare a comparative tabulation of the efforts to be done for 2-3 relevant CTDs for data analytics
- Study should be desk based research or through own teams in other CTDs.

#### **DELIVERABLE:**

#### 1. CURRENT STATUS REPORT

#### **DURATION: 4 weeks**

#### 7.2 Phase 2: Design Phase

The design phase shall result in the following deliverables, with key components as mentioned below. The phase will involve interactions of the consultant team with designated CTD officers for inputs, discussions, views, additions / deletions etc. The Consultant may carry out stakeholder consultations, workshops, meetings with senior leadership of the Department for finalisation of the deliverables.

## 7.2.1 Design of Data analysis and Report templates

- Interact with officials of the enforcement, audit, and e-Governance divisions to understand data gaps, report gaps and actionable required
- Identify the additional data insights that can be obtained with the existing data
- Further, based on the understanding of data processed through various application modules adopted by CTD, Consultant shall explore the possibilities of data analysis across the operational and application silos and identify clear cases for:
  - Identifying alerts that could be proactively triggered with an actionable feedback for end users across the functions and divisions
  - Identifying larger trends emerging from issue-based or transactional alerts to help CTD plan initiative to take corrective actions (for example: identifying frequent/repeat non-filers to proactively engage and put in pre-emptive measures)
- Identify the 8-10 key report types that can be prepared additionally for CTD with the
  existing data. Finalise the list of such reports with CTD, post discussion along with their
  content and structure.
  - o Define the actionables that can be generated for CTD using the existing data.
  - Define the readers, data inputs, data outputs, modules for automation etc.
- To prepare a sample set of reports from the above finalized reports with related templates and data, to be used by CTD. Prepare 5-6 sample reports with requisite dealer data analysis (10-15 dealers to be analysed).
- Detail the changes or additional developments that shall be required in the current application for generation of these reports on regular basis, if feasible.

## 7.2.2 Gap Analysis Report from analysis of live dealer data

- Prepare a gap analysis report using the dealer data dump shared by CTD with the consultant team.
- Gaps to be identified for a defined set of parameters in the data dump and confirm the existence of such gaps with the CTD's Software Developer.

- Parameters to be 8-10 in number and to be finalized with CTD prior to analysis.
- Data to be analysed for not more than 5,000 dealers

#### 7.2.3 Study and recommendation of External World linkages

- Study of external world data such as inputs obtainable from MCA 21, CMIE Prowess
  and other databases, Central Excise and Customs department, Income Tax, DGFT,
  GOK departments and organizations( such as BBMP, Agricultural Produce Marketing,
  Mines & Geology, Stamps & Registration, Motor Vehicles Dept. etc.), TINXSYS, other
  State CTDs, industry trend reports released by the industry associations, CSO and
  other trusted resources
- Develop use cases where such data can be used and identify their benefits to CTD
- Identify similar use in other CTDs as on date and study their integration methodology
- Finalize the data sources with CTD
- Evaluate feasibility of sourcing such data in the required formats with necessary data fields in electronic formats
- Identify key pre-requisites from technology standpoint for handshake to obtain inputs.
- Identify data sources / databases that are readily available for integration
- Carry out analysis with sample data obtained from few key external sources.
   Demonstrate 8-10 sample cases of the data sourcing and its use.
- Analyze the reports and key parameters that take inputs once the data is sourced and demonstrate impact.
- Prepare a document detailing the data sources, formats and mechanisms for obtaining relevant data elements, their specific linkages for CTD usage, expected benefits, and integration requirements

## 7.2.4 Hand-holding and training to CTD Officers

- As part of services for scope at 7.1.3, 7.2.1 and 7.2.3, the Consultant shall help augment the analytics capability available across the CTD functions by engaging a select set of officers from CTD as part of the project and in undertaking the analysis of the existing data
- The select set of officers shall be offered hands-on training on relevant analytical methods and useful Business Intelligence and Data Mining tools in order to impart learning and develop skills to undertake advanced analytics on the data available with CTD.
- Up to 10 officers shall be identified for this exercise

 A formal officer-engagement, training and Knowledge Transition plan for the entire duration of the project should be developed as part of the project charter to be designed by the consultant based on discussions with CTD

## 7.2.5 Preparation of detailed Roadmap for Adoption of advanced analytical tools

The consultant will draft a roadmap for the Department for the adoption of advanced analytical tools as BI/DW, with key components of the roadmap as follows:

- Identify the key tools for adoption and corresponding benefits
- Define key project Stakeholders and benefits
- Internal Governance Structure required for CTD for the above adoption
- Detail-out complete scope, phasing strategy, timelines and high level implementation plan
- Prepare Integration strategy with the existing application
- Prepare high level financial implications
- Prepare the Change management and capacity building required for the same

#### **DELIVERABLE:**

- 1. DETAILED DESIGN REPORT
- 2. REPORTS WITH GAP ANALYSIS FOR A GIVEN SET OF DEALER DATA DUMP
- 3. REPORT ON EXTERNAL WORLD LINKAGES
- 4. IMPLEMENTATION ROADMAP FOR ADVANCED IT BASED ANALYTICAL TOOLS

#### **DURATION: 12 weeks**

A detailed review of the reports submitted shall be carried out by the Department, post the submission for finalization and acceptance.

## 8. Deliverables and Payment schedule

Consultant is expected to follow the schedule as mentioned below. The submission of deliverable will be deemed complete after the submission of the hard and soft copy of the deliverable by the consultant. The "Date of Submission" as mentioned in the table below is the date by which the deliverable shall be submitted to the Department. T denotes the start date of the project.

S. No.	Item	Date submission from 'T'	of on	Payment milestone	Deliverables	Payment terms (% of total fees)
1	Current state Study Phase	T + 4 weeks	.5	Submission of report	Current State Report	15%
		T + weeks	8	Submission of report	Detailed Design Report	15%
		T+12 weeks		Submission of report	Reports with Gap Analysis for a given set of data dump	15%
2	Design Phase	T + 1	12	Submission of report	Report On Feasibility of External World linkages	20%
		T + 1	16	Submission of report	Implementation roadmap for advanced IT Based Analytical Tools	20%
		T + 2 weeks	20	Finalization of report	Reports finalization	15%

NOTE: The Consultant shall submit draft reports as per the time line indicated above. It will be the endeavor of the department to provide feedback within two weeks from receipt of each draft report. Thereafter the Consultant is expected to submit the final reports within two weeks considering the feedback.

# 9. **Project Team Requirements**

- i. CTD would provide office place at Vanijya Therige Karyalaya, 1st Main Road Gandhinagar, Bangalore-560 009 and the personnel of consultant are required to work from this place.
- ii. The successful bidder needs to deploy the below mentioned personnel on the project with minimum qualification and years of experience mentioned below:

S.	Role	Minimum	Educational	Project Experience	Minimum
No.		Years of	Qualification		Staff level
		Experience			deployment
					at CTD
					offices
1	Project	10	BE / B.Tech	Experience in Government	25% of
	Manager /		and MBA	consulting of more than 5 years	project
	Principal			Experience of working in more	timeline
	Consultant			than 5 IT Advisory projects for	
				Government sector	
				Experience of working with at	
				least one Indian state CTD	
2	Senior	7	BE / B.Tech	Experience in Government	75% of
	Consultant		and MBA or	consulting of more than 3 years	project
	(Domain		CA/	Experience of working on at	timeline
	Expert -		Advocate	least 2 Indian State CTDs	
	Commercial			projects	
	Tax)				
3	Analytics /	10	BE / B.Tech	Experience in Technology	60% of
	B/DW		or MCA	sector for more than 10 years	project
	Expert			Experience of working on at	timeline
				least 3 business intelligence /	
				data warehouse projects	
4	Technical	5	BE / B.Tech	Experience in Technology	100% of
	Consultant			sector for more than 3 years	project
				Experience of working on at	timeline
				least 1 commercial tax project	
L		I			

10. Annexures

**Annexure I: Covering Letter** 

(Letter to the Commercial Tax Department on the Consultant's Letter head)

Τo

The Commissioner of Commercial Taxes,

Vanijya Therige Karyalaya,

I Main Road, Gandhinagar,

Bangalore 560009

Sub: Submission of Technical Offer for RFP number - XXXXX

Dear Sir,

With reference to the above RFP, having examined and understood the requirements, instructions, terms and conditions forming part of the RFP, we hereby enclose our prequalification and technical offer to provide services for the project as detailed in the RFP. We also confirm that the offer shall remain valid for a period of 180 days from the date of submission. We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP. We also understand that the Commercial Taxes Department is not bound to accept the offer either in part or in full. If the Commercial Taxes Department rejects the offer in full or in part the Commercial Taxes Department may do so without assigning any reasons thereof.

Yours Sincerely,

**Authorised Signatories** 

(Name, Designation and Seal of the Company)

Place:

Date:

## **Annexure II: Consultant Profile**

SI No	Item	Details
1	Name of Company/Consultant	
2	Company information	
3	Country of incorporation	
4	Postal address	
5	Telephone/Mobile and Fax number	
6	Name and designation of the person authorized to make commitments to the Organization	
7	E mail address	
8	Office/contact address in Bangalore	
9	Brief profile indicating presence in Indian market	

## **Annexure III: Documents for Prequalification Criteria**

Documents to be provided as per requirements mentioned in tender document.

#### **Annexure IV**

The description of the approach and methodology and work plan for performing the assignment, team composition, task assignment for the proposed assignment and the work schedule.

## **Annexure V: Consultant Experience**

1.	Name of the Client (client name)	
2.	Full Address of Client	
3.	Brief description of the nature of Services	
4.	Brief Description of the scope of consultancy service provided (may attach a separate write up)	
5.	Duration of assignment including start date and end date	
6.	Approximate value of service (in rupees)	

7.	Detailed Description of the work undertaken	

# Annexure VI: CV of the resources proposed for the project

S.No.	Category	Details
1.	Proposed Position	
2.	Name of the Firm	
3.	Name of the staff	
4.	Date of Birth & Nationality	
5.	Educational Qualification	
6.	Membership of	
	Professional Associations	
7.	Other Training	
8.	Countries of Work	
	Experience	
9.	Languages	
10.	Employment Record	
11.	Detailed tasks assigned	
12.	Project experience details	

Annexure VII: Documents submitted as per requirements of evaluation criteria
As per requirements mentioned in RFP.

**Annexure VIII: Commercial Bid Format** 

FINFORM1: Cover Letter

(Letter to the Commercial Taxes Department on the bidder firm's letter head)

To

The Commissioner of Commercial Taxes,

Vanijya Therige Karyalaya,

I Main Road, Gandhinagar,

Bangalore 560009

Sub: Submission of Commercial Offer for RFP number -XXXX

Dear Sir,

With reference to the above RFP, having examined and understood the requirements, instructions, terms and conditions forming part of the RFP, we hereby enclose our commercial offer to provide services for the project as detailed in the RFP. We also confirm that the prices offered shall remain fixed for a period of 180 days from the date of offer. We also understand that the Commercial Taxes Department is not bound to accept the offer either in part or in full. If the Commercial Taxes Department rejects the offer in full or in part the Commercial Taxes Department may do so without assigning any reasons thereof.

Yours Sincerely,

**Authorised Signatory** 

(Name, Designation and Seal of the Company)

Place:

Date:

## FIN FORM 2: Summary of Costs

S. No.	Particulars	Amount In Rs.	Amount in words.
1	Total Consulting Fees would be		
	inclusive of all the expenses by		
2	Service Tax / Any other Tax		
3	Total		

Sd/-

(R Jagadeesh Prasad)

Tender Inviting Authority and

Addl. Commissioner of Commercial Taxes(GST)