



**THE STATE TRADING CORPORATION OF INDIA LTD. (STC)**  
17<sup>TH</sup> Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001

**RFP for Implementation of Tally on Cloud and hosting through 'MeitY Empanelled Cloud Server (DC with Backup)'**

Reference No. STC/CO/MSD/TALLY/01061/2020/01

Dated 12.01.2021

The State Trading Corporation of India Limited invites proposals **for Implementation of Tally ERP 9 on Cloud and hosting through 'Ministry of Electronics and Information Technology (MeitY) Empanelled Cloud Server (DC with Backup)'**. For details, please visit websites [www.stclimited.co.in](http://www.stclimited.co.in) or [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).

Interested bidders must submit their bids online using e-Procurement portal of NIC ([eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) in the prescribed formats along with all necessary documents and information requested herein.

**Last date for receiving the offers is 27.01.2021 (02:00 PM)**

All details regarding the subject are available on websites: [www.stclimited.co.in](http://www.stclimited.co.in), and [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Any change / modification / corrigendum in connection with this RFP will be intimated through these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. STC shall not be liable to send any individual information or issue a public notice.

**Ms. Deepti John, Manager-Finance**  
**Sh.Ujjwal Srivastava, DM-IT**  
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## REQUEST FOR PROPOSALS (RFP)

**FOR**

**Implementation of Tally ERP 9 on Cloud and hosting through 'MeitY Empanelled Cloud Server (DC with Backup)'**

<b>RFP No.</b>	STC/CO/MSD/TALLY/01061/2020/01 dated 12.01.2021
<b>Last Date and Time for Submission of Bids</b>	27.01.2021 (02:00 PM)
<b>Date and Time of Opening of Technical Bids</b>	27.01.2021 (02:30 PM)

### **The State Trading Corporation of India Ltd.**

**Jawahar Vyapar Bhawan**

**Tolstoy Marg, New Delhi-110001**

**Tel: 011-23462331**

**Email: [ujjwal.sriv@stclimited.co.in](mailto:ujjwal.sriv@stclimited.co.in)**

**Website: [www.stclimited.co.in](http://www.stclimited.co.in)**

**[www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)**

**A. BID DETAILS**

In view of the RFP for Implementation of Tally ERP 9 on Cloud and hosting through 'MeitY Empanelled Cloud Server (DC with Backup)' in STC, STC invites e-bids at CPPP ([eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) as STC intends to implement Tally Server on Cloud. The selected bidder will do all the necessary activity such as providing tally cloud account and hosting through 'MeitY Empanelled Cloud Server (DC with Backup)' as per the RFP terms & conditions, Technical Specifications and Scope of Work described elsewhere in this document.

<b>Item</b>	<b>Description</b>
Name of the Work	RFP for Implementation of Tally on Cloud and hosting through 'MeitY Empanelled Cloud Server (DC with Backup)'
Earnest Money Deposit (EMD)	Rs. 20,000/- (Rupees Twenty Thousand only), through RTGS / NEFT in favour of "The State Trading Corporation of India Limited" payable at New Delhi.
Availability of Tender Documents on the Web-site	Central Public Procurement Portal ( <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> ) and STC website ( <a href="http://stclimited.co.in">stclimited.co.in</a> ).
Method of Selection	The work shall be awarded to the technically qualified bidder having the lowest evaluated price.
Last date and time for Bid/Proposal online submission (on or before)	27.01.2021 (02:00 PM)

Date and time for opening of Technical Bid	27.01.2021 (02:30 PM)
Bid Validity	Proposals must remain valid up to 60 (Sixty days) from the last date of submission of the Bid.
Currency	Currency in which the Bidders may quote the price and will receive payment shall be Indian Rupees only.
Name and Address for submission of Proposal	Central Public Procurement Portal of NIC  ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> )
Contact Person  Name and Address for Communication	Ms. Deepti John, Manager-Finance / Sh. Ujjwal Srivastava, DM-IT 10th Floor-Annexee, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001. Tel: 011-23462331 Email: <a href="mailto:ujjwal.sriv@stclimited.co.in">ujjwal.sriv@stclimited.co.in</a>

**B. INTRODUCTION ABOUT STC**

The State Trading Corporation of India Limited (STC) is a premier international trading organization engaged in imports, exports and domestic trading of a large number of items. STC functions under the administrative control of Ministry of Commerce and Industry.

**C. OBJECTIVE**

STC invites proposals for Implementation of Tally ERP 9 on Cloud and hosting through 'MeitY Empanelled Cloud Server (DC with Backup)' from the Tally Cloud service providers having proven track record for smooth implementation of Tally Cloud and hosting through 'MeitY' Empanelled Cloud Server as per the Scope of Work given in this RFP.

The prospective bidders desirous of taking up the assignment are invited to submit their proposal in response to this RFP. The bidders should have necessary experience, capability and expertise to perform, as per the scope of work and to

adhere to the STC's requirements/ terms and conditions outlined in this RFP. The RFP is not an offer by STC but an invitation to receive responses from the Bidders.

The successful bidder shall be required to enter into a contract with STC. The draft of the contract is at Annexure 'E' of this RFP.

**D. EARNEST MONEY DEPOSIT (EMD):**

1. The Bidder should pay the EMD amount of Rs.20,000/- (Rs. Twenty Thousand only) by way of RTGS/ NEFT only to 'The State Trading Corporation of India Limited' payable at 'New Delhi'.  
STC A/c details is as follows:
  - a. Bank Name- IndusInd Bank Limited
  - b. A/c. No.- 200000550077
  - c. Account Name – The State Trading Corp of India Ltd
  - d. IFSC Code- INDB0000005
  - e. Branch Address- Dr. Gopal Das Bhawan, 28, Barakhamba Road, New Delhi- 110001
2. EMD shall be forfeited:
  - a. If a bidder withdraws its Bid after closing of bid submission and within the period of Bid Validity; or
  - b. If the successful bidder fails to sign the contract; or
  - c. If the successful bidder fails to deliver the service as mentioned in the scope of work within the stipulated period; or the services provided by the bidder does not fulfil the requirement of STC as per scope of work; or
  - d. If the successful bidder fails to comply with any of the terms of RFP.
3. The EMD of the unsuccessful bidders will be returned after 30 days of awarding the job or after selection of the bidder whichever is earlier. The EMD of the selected Bidder shall be returned only after receiving the Performance Bank Guarantee from the bidder.
4. No interest is payable on the amount of EMD.
5. EMD should be deposited prior to closing of the Bid submission date (time). Bids of only those bidders will be evaluated whose EMD is received before closing of the Bid submission date (time) i.e. 27.01.2021 (02:00 PM).
6. No EMD shall be payable by bidders who are registered with MSME provided that there registration is valid till the validity of bid under single point registration scheme of NSIC/udyog adhaar/other schemes under MSME documented eligibility as per concerned state. Relaxations as announced by Govt. from time to time shall be applicable to these bidders subject to full compliance of other terms and conditions of this RFP. However, Certificate of Registration is required to be provided at the time of bid submission.
7. Bids without EMD other than exempted cases shall be rejected summarily.

## **E. PERFORMANCE BANK GUARANTEE (PBG)**

The successful bidder is required to furnish Performance Bank Guarantee in a prescribed format (Annexure D) within 10 working days from the Award of Work for an amount equal to 10% of the bid, valid for a period of 2 years from the date of Go-Live. STC will have the right to forfeit part or whole of the amount of Performance Guarantee in case of any deficiency in service or unsatisfactory working of the system. The EMD of successful bidder will be returned only after receipt of PBG.

## **F. AMENDMENT OF RFP DOCUMENT**

At any time prior to the dead line for submission of proposal, STC may modify the bidding document by amendment. Any clarification issued by STC will be in the form of addendum/corrigendum and will be available online ('eprocure.gov.in/eprocure/app' and 'stclimited.co.in'). The amendments will be binding on all bidders. If felt necessary, STC, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested bidders are advised to frequently visit the websites for updating themselves about changes, if any, made in the RFP before the bid submission date. No separate information in print media will be given in case of issuing addendum / corrigendum.

## **G. ELECTRONIC SUBMISSION OF BIDS**

1. Bids against this RFP shall be received only electronically through the e-Procurement Portal of NIC ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)). No bids shall be accepted in hard copy or in any other form.
2. For submission of e-bids, bidders are required to get themselves registered with [eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) website using Class II / Class III Digital Signature Certificate.
3. Earnest Money Deposit (EMD) is required to be submitted online through RTGS / NEFT only, before the closure of the Bid submission date / time i.e. 27.01.2021 (02:00 PM)
4. The bidders are required to upload at 'eprocure.gov.in/eprocure/app' all the following documents duly signed and stamped:
  - Technical Bid (prepared on Company Letterhead) – Annexure - A;
  - All enclosures forming part of Technical Bid (such as Annual Reports, Supporting Client Certificates, scanned copy of EMD payment receipt, MSME Certificate for EMD exemption, etc.); and
  - Financial Bid in the excel sheet (BOQ) provided by STC at [eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app).

5. For any queries relating to the registration at CPP or process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk Tel No's.: 0120-4001002, 4001005, 6277787 or Email: support-eproc@nic.in

## **H. SCOPE OF WORK**

1. Tally ERP 9 cloud licenses for 12 users to be provided for a period of two years by the selected bidder
2. The selected bidder shall host Licensed Tally Server 9 Software (for 12 users) for a period of two years in "Ministry of Electronics and Information Technology (MeitY) empanelled cloud server (DC with Backup)". The hosting must be done on a server located within India
3. The selected bidder will provide all required legitimate softwares / antivirus / accessories / services (domain, VPN, etc.) required for proper hosting and server configuration for making the complete system Go-Live.
4. The connectivity between the user and Tally cloud server to be through VPN.
5. The hosting needs to be done on a dedicated server (with scalable SSD storage of 250 GB) so that specific software like ComputDS, MS-Office, etc. ( to be provided by STC) can be installed.
6. Specific folders to be accessible to authorised users for folder sharing purpose as per authorization list which will be provided by STC.
7. The full backup must be taken in an automated manner every day and must be shared with STC on weekly basis.
8. The minimum retention period of the backup must be 30 days.
9. If any hardware and/or software issue occurred in server and server is down, the selected bidder must ensure the restoration of the service within minimum time period to avoid any penalty given under SLA(see page no. 11 – 12 of this RFP)
10. The server should follow the below mentioned criteria –
  - a. High End Multi Core / Multi Processor Servers with Managed Administration, Security, Backups.
  - b. Secure encryption example: SSL encryption during data transmission over web and Network security /connectivity through VPN.
  - c. Closely monitored server security with regular security patches.
  - d. Multi redundant Bandwidth Network.
  - e. Complete power redundancy.
11. Data Migration – All Tally data along with other Financial Data (in.xls/.doc/.pdf formats) needs to be migrated from physical server (in STC premises) to Cloud account by the selected bidder. Financial Data needs to be shared among 12 Cloud users.

12. Tally Cloud account should cater all the functionalities as being covered under present Tally ERP 9 physical system in STC (including printing, e-invoicing, etc.).
13. Upgradation. If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the bidder will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from STC
14. Contract period will be initially for 2 years however it can be extended for future period on mutually agreed terms.
15. The training of officials posted in New Delhi will be imparted at Corporate Office. Training to Branch officials is proposed to be done online through Video Conferencing.
16. STC may like to implement additional applications at a later stage. Bidder will be required to provide support with reference to interfaces and documentation to the implementation team engaged in the implementation of other applications during the contract period.
17. If required Bidder will need to provide transition support with reference to interfaces, migration, transfer and documentation to the replacement Vendor/ STC to take over the IT operations at the end of the contract period. Transition support shall be provided for all categories of support mentioned above for a period of three months, in the presence of the replacement maintenance and support vendor / STC.
18. Selected Bidder will have to provide on-site support in (Delhi) if the technical issue is not getting resolved by online / Telephone support.
19. STC reserves the right to increase/decrease the number of users/license at any point / requirement.

Note:

- a. The above list is inclusive and not exhaustive.
- b. Complete Migration of Data to the database to be carried out by the selected bidder.
- c. At present STC Tally Data Size is approx 10 GB and the size of one "Auto generated tally data (in Tally Server 9)" is approx 10 MB. Other Financial data is approx. 115 GB)

#### **I. ELIGIBILITY / PRE-QUALIFICATION CRITERIA**

The bidders must fulfil the following eligibility criteria. **In case applied without satisfying all the Eligibility Criteria, the application will be rejected without assigning any reason whatsoever.**



<b>S.No.</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>
1	The bidder should be registered company/firm/proprietor in India for a period of at least 5 years as on date of this RFP.	Copy of Certificate of Incorporation, Memorandum of Association and Article of Association/Partnership deed declaration
2	The bidder must have the financials as per the following: a. The bidder must have an average annual turnover of at least INR.10 Lakh during last three Financial Year ending 31.03.2020 b. The Bidder should be a profit making organization in last three Financial years ending 31.03.2020	CA certification
3	The bidder should be the owner /authorised service provider of the Tally Cloud solution.	Documentary evidence of Ownership / Certification pertaining to Authorised Certified Partner of Tally may be provided
4	Income Tax Return (ITR) for Assessment Years 2017-18, 2018-19 and 2019-20	Copy of Acknowledgement of the ITR filed.
5	The bidder should have PAN No. and GST No.	Copy of PAN and GSTN.
6	The bidder should have a office in Delhi/NCR.	Proof of office in Delhi/NCR to be Submitted.
7	The bidder should not be blacklisted by any Central / State Govt. departments / Public Sector Undertaking / any other organisation in India during last three years.	Undertaking to this effect may be provided on a Letterhead.

8	Hosting of Tally ERP 9 Cloud account through 'Ministry of Electronics and Information Technology (MeitY) Empanelled Cloud Server in India	(i) Document in support of the cloud service provider empanelment with Ministry of Electronic & Information Technology (MeitY), Govt. of India and (ii) Undertaking from the MeitY empaneled cloud service provider on its letter head mentioning that the bidder has tied up with the cloud service provider for this work.
9	The bidder should have at least 10 technical staff on payroll having product knowledge.	Self-declaration to this effect may be provided.
10	Bidder must have successfully implemented at least one project of providing and hosting Tally ERP 9 (or upper version) cloud account (10 users or more) for a period of at least 1 year, on Tier-III or above Data Centres or at Ministry of Electronics and Information Technology (MeitY) empaneled Data Centres, for any one Govt. Deptt./ Autonomous Bodies / PSU's in Central / State in any of the last three financial years ending 31.03.2020.	Client Letter (Completion Letter/ Satisfactory Performance letter)

Note: All the above information with supporting documents are required to be submitted duly signed and stamped alongwith the Technical Bid (Annexure-A).

**J. IMPORTANT TERMS & CONDITIONS**

1. The Bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in codes etc.
2. The work will be accepted as executed completely only after complete integration and satisfactory performance of applications over cloud as approved by STC and all the rights are being handed over to STC for execution of applications.
3. The bidder will assist STC to conduct preliminary test to ascertain the extent to which the software has met the business requirements.

4. The Bidder should ensure usage of latest licensed software with proper updates.
5. Data Security - Information stored in Application is secured via application and data controls.
6. Cyber security - Bidder should comply with the stipulations mandated with respect to secure communication between Application servers and computer systems in STC. Only authorized official will have access to the application as per authorization. All access to systems are logged along with their status (success/failure), timestamp and user identity information. Audit logs are retained for a minimum of 3 months. Remote system administration is only done by secure protocols.
7. Data Privacy - Information stored in Application shall be secured via application and data controls.
8. All Application and Cloud space related documentations and manuals will be provided by the Bidder.
9. Service Level Agreement (SLA) & Penalties –

Service Level Agreement (SLA) will form part of the contract between STC and the selected bidder. SLA defines the terms of the bidder's responsibility in ensuring the timely delivery and the compliance to the tender terms as mentioned in this document. The selected bidder has to comply with Service Levels requirements to ensure adherence to timelines, quality and availability of products / service.

The current SLAs are defined based on consideration that the project rollout has to be done with the start of hosting of "Licensed Tally Server 9 Software in cloud server (DC with Backup)" period. However, in case STC decides to extend the project rollout timeline on account of any unavoidable circumstances, the SLA timelines would be extended accordingly.

In case SLA defined below are not achieved, STC may decide at its discretion to impose/waive off/partially waive off the penalty, if it is established that the delay is not attributable to the bidder.

**i. SLA for Hosting:**

Sl.No	SLA Parameter	Target Performance	Description	Penalty Reference
1	Mean time to repair/resolve	Between 0-8 hrs of reporting of outage	Time taken to resolve the reported problem.	1
2	Mean time to repair/resolve	Between 8-24 hrs of reporting of outage	Time taken to resolve the reported problem.	2

3	Mean time to repair/resolve	Between 1-2 days of reporting of outage	Time taken to resolve the reported problem	3
4	Mean time to repair/resolve	Between 2-5 days of reporting of outage	Time taken to resolve the reported problem	4
5	Mean time to repair/resolve	Beyond 5 days of outage	Time taken to resolve the reported problem.	5

ii. **Applicable Penalties:**

If the agency fails to either resolve the fault or unable to provide standby solutions in the stipulated time period, penalty shall be applicable as per the following :

Penalty Ref. No.	Service Credit/Penalty in Days for 'Tally Cloud account and Hosting services'
1	1 days (if 6-9 issues within a quarter which do not meet the SLA Timeline)
2	2 days (if 10-20 issues within a quarter which do not meet the SLA Timeline)
3	3 days (if 21-30 issues within a quarter which do not meet the SLA Timeline)
4	4 days (if 31-50 issues within a quarter which do not meet the SLA Timeline)
5	As per decision taken by STC's Competent Authority / Management

The Performance Levels shall be monitored and reported on monthly basis.

Any scheduled downtime will be undertaken with prior approval and consent of STC and shall not overrun into prime hours. The scheduled downtime would be added to the downtime if it runs into prime hours. Any outage of system which is not scheduled and approved by STC will be considered as downtime.

Planned downtime for the preventive maintenance (as part of scheduled downtime) shall not exceed 04 hours in a month.

The communications for scheduled time shall be sent to STC at least 48 hours in advance except in emergency cases where a shorter notice may be given.

Note: The above list is inclusive and not exhaustive.

## **K. TIME FRAME**

1. Installation, Commissioning, Data Migration and User Training shall be completed within fifteen working days from the date of award of work.
2. The Maintenance and Support Phase will run for a period of two years after the date of Go-Live. The same can be renewed with mutual agreed terms.

## **L. AWARD OF WORK**

The work shall be awarded to the technically qualified bidder quoting the total lowest in Financial Bid (Annexure-B) of this RFP.

## **M. PAYMENT TERMS**

- i. No advance payment shall be made.
- ii. Payment Schedule as per the quoted price in BOQ (Price Bid) i.e. 12.5% of Total Cost which will be paid quarterly (post completion of 3 months) for a period of 2 years from the date of Go-Live.
- iii. STC shall deduct at source all applicable taxes while releasing payments to the selected bidder. However, tax element in the invoice to be released only after submission of proof of payment.
- iv. All payment will be made through NEFT/ RTGS.

## **N. SIGNING OF CONTRACT**

The Bidder will be required to submit Performance Bank Guarantee within ten days of the issuance of Award of Work. If the bidder does not submit the PBG within ten days of issuance of Award of Work, its full EMD will be forfeited. On receipt of the PBG, the successful bidder will be invited to execute of the contract. The format of Contract is placed at Annexure-E.

Failure of the successful bidder to sign the contract after the issuance of Award of Work within a period of 12 days, shall constitute sufficient grounds for the annulment of the award, in which event, STC may make the award to the next highest scoring bidder at the cost of L1 or call for new bids.

## **O. GENERAL TERMS AND CONDITIONS**

1. Bids should be valid for a minimum period of 60 days from the last date of receipt of the bids.

2. STC reserves the right to change or cancel the requirements at any time or reject any or all offers, wholly or partly, without assigning any reason whatsoever.
3. Bids containing any alterations/cuttings/mark of erasure etc. even if accompanied by signatures shall be liable to be rejected on such grounds.
4. Conditional offers are liable to be rejected.
5. Offers submitted in hard copy or through telex, telegrams, fax or e-mail shall not be considered.
6. Bids shall be technically evaluated on the basis of documents uploaded. Bidders are advised to upload appropriate documents / testimonials to support their experience, financials and other registrations. Financial bids from only those parties will be opened who are declared qualified in technical evaluation. The date and time for opening of Financial bids shall be separately notified via NIC's e-Procurement Portal ([eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). STC may seek any further clarifications or additional documents as felt necessary but not obliged to do so.
7. Each page of this tender document must be duly stamped and signed by the Authorised Representative on behalf of the Bidder as a token of acceptancy of RFP terms & conditions
8. STC reserves the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligation to inform the affected bidder or bidders of the grounds for STC's action.
9. All details regarding the subject RFP are available on websites: [www.stclimited.co.in](http://www.stclimited.co.in) and [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Any changes/modification/corrigendum in connection with this RFP will be intimated through these websites only. Bidders are therefore requested to visit websites regularly to keep themselves updated. STC shall not be obliged to send any individual information or issue a public notice.
10. STC will not be responsible in case of failure of NIC server during uploading of bids. It is advised to upload the bids well before bid submission closing date and time.
11. Any alteration/modification in the format of Technical Bid and / or Financial Bid, provided as an integral part of this RFP will render the bid liable to rejection.
12. If required, any or all the Bidders will have to produce original hard copies of all documents uploaded by them as part of the bid, whenever called by the STC during the bid evaluation process.

**13. Confidentiality :**

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the other persons not officially concerned with the process, until the contract is entered into with the selected bidder.

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**TECHNICAL BID****(On the letter head of the firm submitting the bid document)**

<b>Sr. No.</b>	<b>Description</b>	<b>Response</b>
1	Name of Bidder Company	
2	Date of Incorporation	
3	Complete Address	
4	Name of Authorised Representative, Designation (Telephone, Mobile and Email ID)	
5	PAN No.	
6	GST No.	
7	Net Worth as on 31.03.2018, 31.03.2019 and 31.03.2020	
8	Turnover during following Financial Years: (in INR) 2017-18 2018-19 2019-20	
10	Compliance of Scope of Work and all terms and conditions mentioned in this RFP	Yes / No
11	Location of Server is in India	Yes / No
12	Rate quoted in the Price Bid (BOQ) includes all charges with respect to making the Cloud Tally system Go-Live:	Yes / No

Documents of proof for qualifying in 'Eligibility/ Pre Qualification Criteria' as mentioned on Page No. 8 – 10 of this document.

Scanned Copy of all the above information alongwith documents required under section Eligibility Criteria have been uploaded as part of Technical Bid.

In case of our selection, EMD may be retained by STC as interest free security till submission of PBG by us.

We agree to abide by all the scope and terms and conditions contained in this RFP.

We also confirm that our company has not been blacklisted by any Govt. Department.

Financial bid is being submitted separately.

Yours faithfully,

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Company Seal : \_\_\_\_\_

Date : \_\_\_\_\_



**BOQ (Financial Bid)**

**(As provided by STC at [eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app))**

1. BOQ (Price Bid) uploaded by STC at the CPP portal (<https://eprocure.gov.in/eprocure/app>) is to be used by the bidder for submission of price/quote in the Financial(Price) Bid section only.
2. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and quoted price.
3. At the time of uploading of BOQ bidder, the file name for uploading the BOQ (Price Bid) should remain the same as it was downloaded from the CPP Portal.
4. Leaving an un-filled entry in the Price Bid/ BOQ against any column shall mean as 'zero' cost and the Bid shall be evaluated accordingly.

**Note:**

1. The price quoted above is exclusive of all taxes as applicable.
2. Quoted price should be inclusive of all expenses including incidental charges.

**BANK RELATED INFORMATION****(On the letter head of the firm/company submitting the bid document)**

<b>Sr. No.</b>	<b>Particulars of Bidder</b>	<b>Details</b>
1.	Bank Name	
2.	Branch Name	
3.	Bank Address	
4.	IFS Code	
5.	Account Type	
6.	Account No.	
7.	Account Holder Name (in the name of Company)	

**Proforma for Bank Guarantee for Contract Performance  
(To be stamped in accordance with Stamp Act)**

**Ref : Bank Guarantee No.....**

**Date :**

The S.T.C. of India Ltd.  
Jawahar Vyapar Bhawan,  
Tolstoy Marg, New Delhi - 110001,  
INDIA.

Dear Sir,

In consideration of STC of India Limited (hereinafter referred to as the "STC" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/ s ..... a company within the meaning of the Companies Act, 1956 and having its Head Office at ..... (complete address) (hereinafter referred to as the 'Application Service Provider' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract of service/work by entering into an Agreement with 'Application Service Provider" under Ref No ..... dated ..... and the same having been unequivocally accepted by the 'Application Service Provider' (ASP) and consequently upon the terms of the Request for Proposal dated no..... agreed to provide a Performance Guarantee for the performance of the contract.

We, ..... (Name & Address of Bank) having our Head Office at ..... (complete address), (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby unconditionally and irrevocably guarantee and undertake to pay to the STC Rs.\_\_\_\_\_, on first demand any and all monies payable by the 'Application Service Provider" to the extent of Rs.\_\_\_\_\_ as aforesaid at any time without any demur, reservation, contest, recourse, or protest and/or without any reference to the 'Application Service Provider"(ASP). Any such demand made by the STC on the Bank shall be conclusive and binding notwithstanding any difference between the STC and 'Application Service Provider" or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the STC and further agrees that this guarantee herein contained shall continue to be enforceable within its validity.

The STC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by

the ASP. The STC shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any of the powers vested in them or of any right which they might have against the Application Service Provider (ASP), and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the STC and the ASP or any other course of remedy or security available to the STC. The Bank shall not be released of its obligations under these presents by any exercise by the STC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the STC or any other indulgence shown by the

STC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The guarantee herein contained shall not be affected by any change in the constitution of the said ASP/STC/Bank.

This Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of courts in India alone.

The Bank also agrees that the STC at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the ASP and notwithstanding any security or other guarantee that the STC may have in relation to the ASP's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ..... and it shall remain in force up to and including .....  
Dated this .....day of .....at .....

**WITNESS**

SIGNATURE .....

SIGNATURE .....

NAME .....

NAME.....

OFFICIAL ADDRESS .....

OFFICIAL ADDRESS .....

DESIGNATION.....

DESIGNATION.....

**FORM OF CONTRACT**

This CONTRACT (hereinafter called the “CONTRACT”) is made on the \_\_\_\_ day of \_\_\_\_\_, 2020

BETWEEN

The State Trading Corporation of India Limited, a company registered under the Companies Act, 1956 and having its Registered Office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 (hereinafter referred to as “STC”, which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of one part

AND

....., a company registered under the Companies Act, 1956 and having its Registered Office at ....., INDIA {hereinafter referred to as “VENDOR”, (this term should be used throughout the agreement in terms of the reference) which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns} of second part.

WHEREAS STC (this term should be used throughout the agreement in terms of the reference) intends to implement Cloud based Application for Performance Management System, & Leave Management System alongwith Payroll in STC.

AND WHEREAS STC invited offers from the organisations for Implementation of Tally on Cloud and hosting through ‘MeitY Empanelled Cloud Server (DC with Backup) in STC as defined in greater detail at Scope of Work.

And whereas the VENDOR has offered its service vide its proposal dated ..... in response to the STC’s Request for Proposal Reference No. STC/CO/MSD/TALLY /01061/2020/01 dated .....

AND WHEREAS STC is willing to engage the VENDOR for the Scope of work stated under the above said Request for Proposal on the terms and condition setforth in this CONTRACT.

NOW THEREFORE, in consideration of the covenants set forth in this CONTRACT, STC and VENDOR mutually agree and confirm the agreement detailed herein and witnesseth as follows:

**A. SCOPE OF WORK**

1. Tally ERP 9 cloud licenses for 12 users to be provided for a period of two years by the selected bidder
2. The selected bidder shall host Licensed Tally Server 9 Software (for 12 users) for a period of two years in “Ministry of Electronics and Information Technology (MeitY) empanelled cloud server (DC with Backup)”. The hosting must be done on a server located within India
3. The selected bidder will provide all required legitimate softwares / antivirus / accessories / services (domain, VPN, etc.) required for proper hosting and server configuration for making the complete system Go-Live.
4. The connectivity between the user and Tally cloud server to be through VPN.
5. The hosting needs to be done on a dedicated server (with scalable SSD storage of 250 GB) so that specific software like CompuTDS, Ms-office, etc. (to be provided by STC) can be installed.
6. Specific folders to be accessible to authorised users for folder sharing purpose as per authorization list which will be provided by STC.
7. The full backup must be taken in an automated manner every day and must be shared with STC on weekly basis.
8. The minimum retention period of the backup must be 30 days.
9. If any hardware and/or software issue occurred in server and server is down, the selected bidder must ensure the restoration of the service within minimum time period to avoid any penalty given under SLA(see page no. 11 – 12 of this RFP)
10. The server should follow the below mentioned criteria –
  - a. High End Multi Core / Multi Processor Servers with Managed Administration, Security, Backups.
  - b. Secure encryption example: SSL encryption during data transmission over web and Network security /connectivity through VPN.
  - c. Closely monitored server security with regular security patches.
  - d. Multi redundant Bandwidth Network.
  - e. Complete power redundancy.
11. Data Migration – All Tally data along with other Financial Data (in.xls/.doc/.pdf formats) needs to be migrated from physical server (in STC premises) to Cloud account by the selected bidder. Financial Data needs to be shared among 12 Cloud users.

12. Tally Cloud account should cater all the functionalities as being covered under present Tally ERP 9 physical system in STC (including printing, e-invoicing, etc.).
13. Upgradation. If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the bidder will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from STC
14. Contract period will be initially for 2 years however it can be extended for future period on mutually agreed terms.
15. The training of officials posted in New Delhi will be imparted at Corporate Office. Training to Branch officials is proposed to be done online through Video Conferencing.
16. STC may like to implement additional applications at a later stage. Bidder will be required to provide support with reference to interfaces and documentation to the implementation team engaged in the implementation of other applications during the contract period.
17. If required Bidder will need to provide transition support with reference to interfaces, migration, transfer and documentation to the replacement Vendor/ STC to take over the IT operations at the end of the contract period. Transition support shall be provided for all categories of support mentioned above for a period of three months, in the presence of the replacement maintenance and support vendor / STC.
18. Selected Bidder will have to provide on-site support in (Delhi) if the technical issue is not getting resolved by online / Telephone support.
19. STC reserves the right to increase/decrease the number of users/license at any point / requirement.

Note:

- a. The above list is inclusive and not exhaustive.
- b. Complete Migration of Data to the database to be carried out by the selected bidder.
- c. At present STC Tally Data Size is approx 10 GB and the size of one "Auto generated tally data (in Tally Server 9)" is approx 10 MB. Other Financial data is approx. 115 GB)

**B. IMPORTANT TERMS & CONDITIONS**

1. The Bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in codes etc.
2. The work will be accepted as executed completely only after complete integration and satisfactory performance of applications over cloud as approved

by STC and all the rights are being handed over to STC for execution of applications.

3. The bidder will assist STC to conduct preliminary test to ascertain the extent to which the software has met the business requirements.
4. The Bidder should ensure usage of latest licensed software with proper updates.
5. Data Security - Information stored in Application is secured via application and data controls.
6. Cyber security - Bidder should comply with the stipulations mandated with respect to secure communication between Application servers and computer systems in STC. Only authorized official will have access to the application as per authorization. All access to systems are logged along with their status (success/failure), timestamp and user identity information. Audit logs are retained for a minimum of 3 months. Remote system administration is only done by secure protocols.
7. Data Privacy - Information stored in Application shall be secured via application and data controls.
8. All Application and Cloud space related documentations and manuals will be provided by the Bidder.
9. Service Level Agreement (SLA) & Penalties –

Service Level Agreement (SLA) will form part of the contract between STC and the selected bidder. SLA defines the terms of the bidder's responsibility in ensuring the timely delivery and the compliance to the tender terms as mentioned in this document. The selected bidder has to comply with Service Levels requirements to ensure adherence to timelines, quality and availability of products / service.

The current SLAs are defined based on consideration that the project rollout has to be done with the start of hosting of "Licensed Tally Server 9 Software in cloud server (DC with Backup)" period. However, in case STC decides to extend the project rollout timeline on account of any unavoidable circumstances, the SLA timelines would be extended accordingly.

In case SLA defined below are not achieved, STC may decide at its discretion to impose/waive off/partially waive off the penalty, if it is established that the delay is not attributable to the bidder.

**i. SLA for Hosting:**

<b>Sl.No</b>	<b>SLA Parameter</b>	<b>Target Performance</b>	<b>Description</b>	<b>Penalty Reference</b>
1	Mean time to repair/resolve	Between 0-8 hrs of reporting	Time taken to resolve the	1



		of outage	reported problem.	
2	Mean time to repair/resolve	Between 8-24 hrs of reporting of outage	Time taken to resolve the reported problem.	2
3	Mean time to repair/resolve	Between 1-2 days of reporting of outage	Time taken to resolve the reported problem	3
4	Mean time to repair/resolve	Between 2-5 days of reporting of outage	Time taken to resolve the reported problem	4
5	Mean time to repair/resolve	Beyond 5 days of outage	Time taken to resolve the reported problem.	5

ii. **Applicable Penalties:**

If the agency fails to either resolve the fault or unable to provide standby solutions in the stipulated time period, penalty shall be applicable as per the following :

Penalty Ref. No.	Service Credit/Penalty in Days for 'Tally Cloud account and Hosting services'
1	1 days (if 6-9 issues within a quarter which do not meet the SLA Timeline)
2	2 days (if 10-20 issues within a quarter which do not meet the SLA Timeline)
3	3 days (if 21-30 issues within a quarter which do not meet the SLA Timeline)
4	4 days (if 31-50 issues within a quarter which do not meet the SLA Timeline)
5	As per decision taken by STC's Competent Authority / Management

The Performance Levels shall be monitored and reported on monthly basis.

Any scheduled downtime will be undertaken with prior approval and consent of STC and shall not overrun into prime hours. The scheduled downtime would be added to the downtime if it runs into prime hours. Any outage of system which is not scheduled and approved by STC will be considered as downtime.

Planned downtime for the preventive maintenance (as part of scheduled downtime) shall not exceed 04 hours in a month.

The communications for scheduled time shall be sent to STC at least 48 hours in advance except in emergency cases where a shorter notice may be given.

Note: The above list is inclusive and not exhaustive.

### **C. TIME FRAME**

1. Installation, Commissioning, Data Migration and User Training shall be completed within fifteen working days from the date of award of work.
2. The Maintenance and Support Phase will run for a period of two years after the date of Go-Live. The same can be renewed with mutual agreed terms.

### **D. PAYMENT TERMS**

1. No advance payment shall be made.
2. Payment Schedule as per the quoted price in BOQ (Price Bid) i.e. 12.5% of Total Cost which will be paid quarterly (post completion of 3 months) for a period of 2 years from the date of Go-Live.
3. STC shall deduct at source all applicable taxes while releasing payments to the selected bidder. However, tax element in the invoice to be released only after submission of proof of payment.
4. All payment will be made through NEFT/ RTGS.

### **E. GENERAL TERMS AND CONDITIONS**

1. Bids should be valid for a minimum period of 60 days from the last date of receipt of the bids.
2. STC reserves the right to change or cancel the requirements at any time or reject any or all offers, wholly or partly, without assigning any reason whatsoever.
3. Bids containing any alterations/cuttings/mark of erasure etc. even if accompanied by signatures shall be liable to be rejected on such grounds.
4. Conditional offers are liable to be rejected.
5. Offers submitted in hard copy or through telex, telegrams, fax or e-mail shall not be considered.

6. Bids shall be technically evaluated on the basis of documents uploaded. Bidders are advised to upload appropriate documents / testimonials to support their experience, financials and other registrations. Financial bids from only those parties will be opened who are declared qualified in technical evaluation. The date and time for opening of Financial bids shall be separately notified via NIC's e-Procurement Portal ([eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). STC may seek any further clarifications or additional documents as felt necessary but not obliged to do so.
7. Each page of this contract must be duly stamped and signed by the Authorised Representative on behalf of the vendor as a token of acceptancy of RFP terms & conditions
8. STC reserves the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligation to inform the affected bidder or bidders of the grounds for STC's action.
9. All details regarding the subject RFP are available on websites: [www.stclimited.co.in](http://www.stclimited.co.in) and [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app). Any changes/modification/corrigendum in connection with this RFP will be intimated through these websites only. Bidders are therefore requested to visit websites regularly to keep themselves updated. STC shall not be obliged to send any individual information or issue a public notice.
10. STC will not be responsible in case of failure of NIC server during uploading of bids. It is advised to upload the bids well before bid submission closing date and time.
11. Any alteration/modification in the format of Technical Bid and / or Financial Bid, provided as an integral part of this RFP will render the bid liable to rejection.
12. If required, any or all the Bidders will have to produce original hard copies of all documents uploaded by them as part of the bid, whenever called by the STC during the bid evaluation process.
13. Confidentiality :  
Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the other persons not officially concerned with the process, until the contract is entered into with the selected bidder.

#### **F. STC's OBLIGATIONS**

**STC** shall extend full co-operation to the **VENDOR** during the course of the assignment and will provide all necessary inputs within reasonable time frame.

## **G. DOCUMENTS**

All plans, drawings, specifications, designs, reports and other documents prepared by the VENDOR for STC under this CONTRACT shall become and remain the sole property of STC and the VENDOR shall deliver all such documents to STC in hard as well as soft copies. The VENDOR may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from STC and STC reserves the right to grant or deny any such request.

Materials made available to the VENDOR by STC shall be the sole property of STC.

## **H. JURISDICTION & APPLICABLE LAW**

This CONTRACT will be governed by the laws and procedures established by the Government of India, within the framework of applicable legislation and enactment made from time to time. All the legal disputes between Parties shall be adjudicated/resolved or be filed before the courts/tribunals/forums situated in New Delhi which shall have the exclusive jurisdiction, to such disputes.

## **I. NOTICES**

Without prejudice to any other mode of service provided for in the CONTRACT Documents or otherwise available to STC, any notice, order or other communication sought to be served by STC on the VENDOR with reference to the CONTRACT, shall be deemed to have been sufficiently served if delivered by hand or by courier or through Speed Post to the VENDOR or its authorised representative.

Date of notice shall be the day on which said notice or instruction is received by the other party.

STC or the VENDOR may change its notice address at any time by so informing the each other thereof in writing. However, the said changes will not affect the notices sent to the previous addresses of the respective in the event the change of address in writing took place after the notice is dispatched by either of the party.

**J. INDEMNITY**

- a. In case of any breach of terms and conditions or for any misconduct of VENDOR, VENDOR will indemnify STC of all legal/other obligations of its professionals/employees involved for performance of services under this agreement.
- b. STC also stand absolved of any liability on account of fraud or breach of trust caused by the VENDOR or its employees engaged for the performance of services and also for any damages or compensation due to any dispute between the VENDOR and its employees.
- c. STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any party or by the VENDOR or its employees.
- d. The VENDOR also undertakes to keep STC harmless and indemnified from any loss or costs resultant from any decree obtained against the VENDOR having tendency to be enforced against STC. Also the STC shall be indemnified, from any consequential action taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for and on behalf of agency to the extent of cost/legal expenses/interest imposed upon.
- e. STC shall not be responsible for any loss or damage to property of any kind belonging to VENDOR or its employees.

**K. CONFIDENTIALITY**

The terms and conditions of this CONTRACT and all information provided by a Party to another under or in relation to this CONTRACT or relating to the affairs of the Party providing such information or any of its employees/affiliates shall be confidential information. Confidential Information shall not include information: (i) which is publically available at the time of disclosure or provision by the Party first providing it; (ii) which is or becomes part of the public domain through no fault of the Party receiving such information; (iii) which is lawfully received from a third party without any breach of a confidentiality relationship with the Party disclosing such information; and (iv) which was already known by the Party receiving such information (as can be demonstrated by the recipient Party's written records or

other reasonable evidence). All the information which is treated as confidential shall be treated in accordance with the Laws of India including Right to Information Act 2005.

**L. FORCE MAJEURE**

For the purpose of the contract, "Force Majeure" means an event which is beyond the reasonable control of STC or VENDOR, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of its obligation hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.

The failure of STC or the VENDOR to fulfill any of its obligations shall not be considered to be a breach of, or default under, the contract in so far as such inability arises from an event of Force Majeure, provided that the VENDOR affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the work.

The timeline, within which the VENDOR, pursuant to the work, is required to complete any action or task, shall be extended for a period equal to the time during which Vendor was unable to perform such action as a result of Force Majeure.

The VENDOR which is unable to fulfil its obligations under the present work must within 10 days from the day of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence of the circumstances referred to above, which are responsible for causing delays in performance of the contract.

The VENDOR affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all

reasonable measures to minimize the consequences of any event of Force Majeure.

**M. INTELLECUTAL PROPERT RIGHTS**

The VENDOR assigns the full title to STC of the copyright and other intellectual property rights. If any third party intellectual property rights are used in the Material the VENDOR shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the VENDOR and STC. For the purpose of this Clause, "Material" shall mean the material in whatsoever form, used by the VENDOR to provide the Services and the products, systems, programs or processes, in whatsoever form, produced by the VENDOR pursuant to the CONTRACT.

**N. SEVERABILITY**

Should any provision of this CONTRACT be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on STC and VENDOR hereto.

**O. EVENT OF DEFAULT**

The failure on the part of VENDOR to perform any of its obligations or comply with any of the terms of this RFP shall constitute an Event of Default on the part of VENDOR. The events of default shall include, but will not be limited to the following situations:

- a. Where VENDOR abandons or repudiates the Contract;
- b. Where VENDOR fails to commence work promptly without valid reason;
- c. Where VENDOR fails to execute the Contract in accordance with the Contract terms or is unable to carry out its obligations under the Contract whether intentionally or unintentionally without a just cause;
- d. Where VENDOR refuses or is unable to provide sufficient or satisfactory services or manpower to execute and complete the scope of work in the manner specified in the RFP, at rates of progress that give reasonable assurance to the STC that VENDOR can attain Closure of the Implementation phase by the stipulated time as per the RFP.

If VENDOR fails to remedy the default to the satisfaction of STC, STC may invoke the PBG and/or terminate the contract and/or take any other action as deemed fit.

**P. TERMINATION OF CONTRACT**

STC may terminate this Contract in whole or in part by giving VENDOR a prior written notice indicating its intention to terminate the Contract under the following circumstances:

- Where STC is of the opinion that there has been an Event of Default on the part of the VENDOR and the VENDOR has failed to remedy the default to the satisfaction of STC in reasonable period of time.
- Where the VENDOR's ability to survive as an independent corporate entity is lost or is threatened owing to any reason whatsoever, including inter-alia the filing of any bankruptcy or liquidation or insolvency proceedings or any other legal proceeding against the VENDOR, any failure by the VENDOR to pay any of its dues to its creditors, the institution of any winding up proceedings against the VENDOR or the happening of any such events that are adverse to the commercial viability of the VENDOR.
- Where STC is of the opinion that the services of the VENDOR are no longer required.

In the event of the happening of any events of the above nature, STC shall reserve the right to take any steps as are necessary, to ensure the effective transition of the work as defined in the Scope of Work to a successor company or to its own team, and to ensure business continuity. Further, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to STC whereas VENDOR shall not be entitled to any compensation.

Upon termination of the contract, the VENDOR will be required to carry out the obligations outlined in the Exit Management Plan.

**Q. EXIT MANAGEMENT PLAN**

In the event of termination or expiry of the contract, both VENDOR and STC shall comply with the Exit Management Plan. During the exit management period, the



VENDOR shall use its best efforts to continue delivery of all regular services. In addition, the VENDOR shall ensure the following:

- a. Three months of support to Replacement Service Provider and/or the STC team after termination or expiry of the Contract.
- b. Complete handover of the processes, reports, documents, manuals, data, web content, etc. to the replacement service provider and/or the STC team.
- c. Certificate of Acceptance from authorized representative of Replacement Service Provider / STC Team issued to the VENDOR on successful completion of handover and knowledge transfer.

**R. WARRANTY**

The VENDOR represents and Warrants that:

- i. it will perform the Services with reasonable care and skill; and
- ii. the Services and the Materials provided by the VENDOR to STC under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.
- iii. That the Services as specified/described under the scope of work in this CONTRACT and technical documents to be prepared shall be in accordance with sound and established practices, using generally accepted Indian codes, Regulations and International standards wherever applicable, for the purpose(s) specified and suitable for respective uses intended.

**S. LIABILITIES**

Except where there has been misconduct or gross negligence on behalf of the VENDOR or the VENDOR's personnel, the VENDOR's liability under this CONTRACT shall be limited to the amount of the Total Fees Payable by STC to VENDOR.

Notwithstanding anything to the contrary contained in this CONTRACT, neither the VENDOR nor STC shall, under any circumstances, be liable to the other party for any claim based upon any third party claim or for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages arising out of or in connection with any malfunctions, delays, loss of

data, loss of profit, interruption of service or loss of business or anticipatory profits, except with reference to clause 14 – Liquidated Damages of this Contract, even if a party have been apprised of the likelihood of such damages occurring. No action, regardless of form, arising out of this agreement may be brought by either party more than one (1) year after the cause of action has accrued.

**T. INSURANCE**

**VENDOR** shall take out, carry and maintain insurance as deemed fit for the personnel deputed for the purpose of the said scope of work with no liability to **STC**.

**U. STATUTORY REQUIREMENTS**

During the tenure of this CONTRACT the VENDOR shall abide by all Laws, Acts and/or Rules/Regulations, thereunder or any amendment thereof governing interalia laws relating to customs, taxes, Intellectual Property laws, etc, as applicable.

**V. SUB-CONTRACTING**

No Sub-Contracting by the VENDOR shall be accepted. Any subcontracting shall be treated as breach of the terms and conditions of this CONTRACT, and on the consequences the PBG, if any shall be forfeited in addition to right of termination of the contractual relations with the VENDOR at the sole discretion of STC.

**W. ENTIRE CONTRACT**

STC's RFP Reference No. Reference No. STC/CO/MSD/TALLY/01061/2020/01 dated \_\_\_\_\_.12.2020 and VENDOR's offer dated ..... shall deem to be the integral part of this CONTRACT. However, in case of any contradiction, the contents of this CONTRACT and that of STC's RFP will prevail in the order stated.

**X. POINTS OF CONTACT**

STC : \_\_\_\_\_

VENDOR : \_\_\_\_\_

IN WITNESS WHEREOF STC and VENDOR hereto have duly executed this CONTRACT  
in two originals at the place, and date as follows:

For and on behalf of **STC**

For and behalf of **VENDOR**

Signature :

Signature :

Name :

Name :

Designation :

Designation :

Place : New Delhi

Place : New Delhi

Date :

Date :

Witness

Witness