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

<u>**E-Tender Notice**</u>

<u>**IMPLEMENTATION OF PERFORMANCE MANAGEMENT SYSTEM &
LEAVE MANAGEMENT SYSTEM ALONWITH PAYROLL IN STC**</u>

Reference No. STC/CO/MSD/ITS/HR1/01049/2017   **Dated 01.08.2017**

The State Trading Corporation of India Limited invites proposals for **Implementation of Performance Management System & Leave Management System alongwith Payroll in STC**. For details, please visit websites www.stclimited.co.in or www.eprocure.gov.in/eprocure/app.

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

Pre-Bid meeting will held on 09.08.2017 (11:00 AM) at STC, 4th Floor, Knowledge Centre, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001.

Last date for receiving the offers is 18.08.2017 (**3:00 PM**)

All details regarding the subject RFP are available on websites: www.stclimited.co.in, and www.eprocure.gov.in/eprocure/app. Any change / modification / corrigendum in connection with this RFP will be intimated through one or more of 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.

Anand Parkash
DGM-IT
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REQUEST FOR PROPOSALS (RFP)

FOR

IMPLEMENTATION OF PERFORMANCE MANAGEMENT SYSTEM, & LEAVE MANAGEMENT SYSTEM ALONWITH PAYROLL IN STC

RFP No.	STC/CO/MSD/ITS/HR1/01048/2017 dated 01.08.2017
Pre-Bid Meeting	09.08.2017 (11:00 AM)
Last Date and Time for Submission of Bids	18.08.2017 (03:00 PM)
Date and Time of Opening of Technical Bids	18.08.2017 (04:00 PM)

The State Trading Corporation of India Ltd.

Jawahar Vyapar Bhawan

Tolstoy Marg, New Delhi-110001

Tel: +91 11 23462026

Email: it@stclimited.co.in

Website: www.stclimited.co.in

A. BID DETAILS

In view of the cloud based implementation of Performance Management System (PMS), & Leave Management System (LMS) alonwith Payroll in STC, STC invites e-bids at CPPP (eprocure.gov.in/eprocure/app) as STC intends to implement PMS, LMS & Payroll on cloud. The selected bidder will do all the necessary activity such as customize, install and maintenance of Cloud based application for Performance Management System (PMS), & Leave Management System (LMS) alongwith Payroll in STC as per the RFP terms & conditions, Technical Specifications and Scope of Work described elsewhere in this document. The support software should be customized to the entire need of the STC (Corporate Office & Branches) and should provide end to end solution for implementation of such applications in STC.

Item	Description
Name of the Work	"Implementation of Performance Management System, & Leave Management System alongwith Payroll in STC"
Earnest Money Deposit (EMD)	Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only), in the form of a Demand Draft 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 (www.eprocure.gov.in/eprocure/app) and STC website (stclimited.co.in).
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 submission (on or before)	18-08-2017 by 3:00 PM
Date and time for Opening of Technical Bid including EMD Envelope	18-8-2017 by 4:00 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 (eprocure.gov.in/eprocure/app)
Contact Person Name and Address for Communication	Anand Parkash Deputy General Manager - IT , 23rd Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001. Tel: 011-23462026 Email: it@stclmited.co.in

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. In addition to its Corporate Office (C.O.) in New Delhi, it has 13 branches / sub-branches spread throughout the country. STC functions under the administrative control of Ministry of Commerce and Industry.

Organization Structure

The Corporate Office of STC at New Delhi is organized into a number of trading and services divisions. In addition, STC has a network of 10 branches and 3 sub-branches spread throughout India. STC do not have any office outside India.

	Manpower Strength		
	Executives	**Staff**	**Total (Location-wise)**

A. Corporate Office	280	82	**362**
B. Branches			
1. Agra	10	11	**21**
2. Ahmedabad	12	2	**14**
3. Bangalore	19	2	**21**
4. Bhopal	3	1	**4**
5. Chennai	29	13	**42**
6. Cochin	12	11	**23**
7. Hyderabad	13	6	**19**
8. Jalandhar	5	4	**9**
9. Kolkata	22	27	**49**
10. Mumbai	36	32	**68**
C. Sub Branches			
11. Coimbatore (Under Chennai Branch)	2	0	**2**
12. Gandhidham (Under Ahmedabad Branch)	3	9	**12**
13. Guntur (Under Hyderabad Branch)	1	3	**4**
Total (Category-Wise)	**447**	**203**	**650**

The addresses and contact details of STC offices are available on its website (http://www.stclimited.co.in/contact-us.aspx).

Existing IT Infrastructure Details

Corporate Office

About 300 standalone desktop computers are available in various divisions and offices of senior executives. These computers are not networked and run on Windows XP/7/8 with MS Office being the main application

About 80 computers are networked through LAN and are using Tally Accounting Software in Finance Division at Corporate Office.

Finance Division is using Payroll package developed in Visual Basic / MS-Access by IT Division in-house.

Rest all the computer systems are standalone system having internet access via broadband.

A centralized high speed line matrix printer is also installed in the division for any bulk printing requirement.

Branches

Every Branch is using independent Tally Accounting Software for their accounting needs and preparing their independent accounts.

Rest all the computer systems are standalone system having internet access via broadband.

The Branch Offices and Sub-Branch Offices are not connected with Corporate Office.

Intranet

There is no Intranet. A part of inter-branch communication is through e-mail. Rest of the internal / external communication is in hardcopy through notes/ letters / files/ fax.

Biometric Attendance System

Biometric Attendance System in STC is of following kind :

1. e-Persona Digital Biometric Punching Device (17 in numbers) in the following order:

Corporate Office	4
Housing Colony (New Delhi)	1
Mumbai	2
Chennai, Kolkata, Bangalore, Agra, Ahmedabad, Bhopal, Hyderabad, Gandhidham, Jalandhar and	10 (1 each)

Cochin	

2. One no. i-Face Facial Recognition Device at Corporate Office

Coimbatore branch & Guntur branch are not having bio-metric attendance system. Their attendance record is being managed manually by Chennai branch and Hyderabad branch respectively.

C. **OBJECTIVE**

STC proposes to use following model:

- Software as a Service, and
- Infrastructure as a Service.

In this connection, STC invites proposals from the Cloud based Application Service Providers (ASP) of repute and proven track record for smooth implementation of PMS, LMS & Payroll 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 'F' of this RFP.

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

i. The Bidder should submit the original financial instrument of EMD of Rs.1,50,000/- (Rs.One Lakh Fifty Thousand only) by way of Demand Draft/ Bankers Cheque from any Scheduled Commercial Bank favouring 'The State Trading Corporation of India Limited' payable at 'New Delhi'. The EMD shall be submitted in a sealed envelope in the EMD Box kept at Ground Floor (near Reception) of Jawahar Vyapar Bhawan Tolstoy Marg, New Delhi-11000, before closing date and time of Bid Submission i.e. 18.08.2017(3:00 PM).

ii. 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.

iii. 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.

iv. No interest is payable on the amount of EMD.

v. STC shall not be responsible for non-receipt / non-delivery / delayed receipt of the EMD due to any reason whatsoever.

vi. No EMD shall be payable by bidders who are registered with MSME provided that they are registered on the date of submission of bid and the same is valid till the validity of bid under single point registration scheme of NSIC/udyog adhaar/other schemes under MSME/other 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.

vii. 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 15 days from the Award of Work for an amount equal to 10% of the bid, valid for a period of 5 years after 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. 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 website 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. **PRE-BID MEETING**

Pre-Bid meeting will take place on 09.08.2017 (11:00 AM) at The State Trading Corporation of India Ltd., 4th Floor, Knowledge Centre, Jawahar Vyapar Bhawan Tolstoy Marg, New Delhi-110001. Bidders are requested to submit the queries/clarifications in the specified format as per Annexure 'E' to reach STC not later than 2 days before the pre-bid conference.

STC shall respond to queries and upload responses on its website for information of the bidders without identifying the source of inquiry.

STC shall make any modifications to the Bidding document which may become necessary as a result of pre-bid conference by issuing Addendum/Corrigendum and not through the clarifications of the pre-bid conference.

STC may, at any time, amend the RFP by issuing an addendum/corrigendum on its website or through any other means.

Any addendum/corrigendum issued by STC may add, modify or remove any part of the RFP including but not limited to scope of work, terms and conditions, deadline for submission of proposals etc.

H. 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). 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 website using Class II / Class III Digital Signature Certificate.

3. Earnest Money Deposit (EMD) is required to be submitted physically in the form of a Banker's Cheque/ Demand Draft from a scheduled commercial bank, which must reach STC before closure of the tender in the manner prescribed herein.

4. The details of EMD (Banker's Cheque/ Demand Draft) entered during bid submission, and those available in the scanned copy, should tally with the Demand Draft sent physically. Otherswise, the bid shall be rejected.

5. The bidders are required to upload all the following documents duly signed and stamped:

    – Technical Bid (prepared on Company Letterhead);

    – All enclosures forming part of Technical Bid (such as Annual Reports, Supporting Client Certificates, scanned copy of Banker's Cheque/ Demand Draft submitted towards Earnest Money Deposit , MSME Certificate for EMD exemption, etc.); and

    – Financial Bid (prepared on Company Letterhead).

6. For any queries relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel No's.: 0120-4200462, 0120-4001002, 91-8826246593.

I. SCOPE OF WORK

In the current initiative STC envisages implementation of the following applications on cloud:

I. Performance Management System (PMS) for its Executives : 500 (approx.)

II. Attendance Tracking alongwith Leave Management System (LMS) for all Employees of STC: 700 (approx.)

III. Payroll System and its integration with Bio-metric Attendance for all its Employees : 700 (approx.)

IV. Collection of data from Divisions at Corporate Office and Branches and its consolidation through 3-4 forms (online).

V. Record Management of Medical benefit for Retired Employees: 1700 (approx.).

VI. Generation of Reports from all the Applications as per the requirement of STC while customizing the system.

Implementation on cloud comprises of following phases:

I. Implementation & Training Phase – 3 months, and

II. Hosting and AMC Phase – for a period of 5 years after Go-Live.

Application Maintenance and Support Services shall be for a period ending five years from the date of Go-Live of the above applications. These services would include application maintenance activities, minor customizations, configuration changes, generation of additional MIS reports and application administrator role.

The objective of aforementioned applications is as follows:

I.   Performance Management System (PMS)

1. Defining KRA's and its approval
2. 3-Level appraisal process alongwith approval of outstanding performance by the Competent Authority
3. Self – rating by Employees
4. Review of KRA's
5. Amendment in KRA's in between assessment period.
6. Managing the impact of Deptt. Transfers of appraisal i.e. Online filing of more than one PMS by a single executive and calculation of scores on average basis.
7. Time-line for opening and closing for online submission of PMS data by executives. Re-opening of time-line for the same as per the approval for selective executives.
8. Enabling Mid-year review
9. History of 5 years of final scores

II.   Attendance Tracking alongwith Leave Management System (LMS)

1. Able to capture employee attendance and absence directly or through interface with bio-metric system

2. Able to have a calendar facility which keeps track of all public holidays and is integrated with work schedule at CO and Branches
3. Able to capture and control shift employee attendance and absence in their periods
4. Able to capture employee attendance information in a period with following events, but should not be limited to: Training outside STC, Seminar/ Meeting/ / official tour/ official duty beyond office timing/ Workshop within the country or abroad and Investigate / inspect works at field office areas (official)
5. Able to Have the facility to analyze employee attendance and absence
6. Produce attendance reports on a daily / monthly basis for every employee
7. Able to integrate attendance details with Payroll
8. Able to provide a facility for manual and electronic leave application and approval of leave
9. For electronic leave application, able to route the application to the right person for approval via workflow
10. For electronic leave application, able to route the cancel leave application to the right person for approval via workflow
11. Able to provide a facility to add in new types of leave, amend and delete existing leave types
12. Unlimited number of leave types can be defined
13. Process and update leave record, check for duplicate leave applications and verify against leave balance or entitlement for an employee for that type of leave
14. Able to automatically warn and display message for employee's leave balance or entitlement when their leave balance almost reaches nil
15. Able to allow for leave balance to be carried over automatically if the entitlements for the year are not exhausted. The maximum balance to be carried forward.
16. Ability to receive request for leaves from employees through self-service system
17. Ability to view the pending leaves of each employee
18. Ability to generate a consolidated reports of employee leave records as per HOD, Division, Branch, Employee leave record on monthly basis
19. Option to input the attendance record manually
20. Ability to choose from type of leave request and upload the attendance record for the date of leave with the type of leave and linkage with time management
21. Attendance Management
    i. Ability to integrate the biometric system
    ii. Provision to modify the attendance record at a later date if leave is approved later
    iii. Ability to capture the attendance employee wise/ division wise/branch wise on daily basis

III. **Payroll System and its integration with Bio-metric Attendance**

1. Ability to record employee specific information (Income Tax information, address, previous employment, EPS No., Bank Account No., Pension ID and Pension Policy No.)

2. Ability to record specific employee identifiers PAN and track employee by Employee Code
3. Ability to administer and calculate financial data related to employees wage, salary, allowances and deductions
4. Ability to compute gross pay, deductions and net pay for each employee for each pay period
5. Ability to prorate salary and allowance payment based on employee hire or resignation date, Death or VRS
6. Ability to set criteria to compute annual employees wage, salary and easier to change that criteria
7. Ability to set criteria to compute annual bonus/PRP for each employee e.g. employees' working history, employees' rights, rule
8. Ability to withhold salary for employee under suspension
9. Ability to withhold salary for employee and calculate back from the day it was withhold
10. Ability to withhold salary for unauthorized absence of an employee
11. Ability to print pay slips according to grouping e.g. department, location, station etc.
12. Ability to send salary slips via email
13. Ability to maintain a single central payroll depository and be able to run and access payroll from any location in a centralized manner
14. Ability to provide strict security control features, edit and validation rules for all input, update and delete transactions
15. Audit trails for all critical changes of payroll transactions
16. History of all Payroll transactions shall be available on-line for a predetermined number of years.
17. Ability to prepare payroll and bank transfer statements /ECS/ Direct Credit to be accompanied by a checklist
18. Ability to track statutory tax requirements and produce employee tax statements on demand in the required format
19. Ability to generate Inter branch transaction record where salary is paid by one branch but debited to another branch
20. Prepare an annual abstract of salary details for each employee
21. Ability to handle multiple allowances, like but should not be limited to the fixed and variable earnings such as Basic Pay /Dearness Pay / Leave Salary/ Joining Time pay (Transit pay), Special Pay / Allowance / Personal Pay, Dearness Allowance (DA), Meal Allowance, House Rent Allowance (HRA) subject to production of receipt in the beginning of the year and on change during the year, Washing Allowance, Overtime Allowance, Adjustment Benefit Allowance, Children's Education Allowance (CEA), Conveyance Allowance, Transport Allowance, Others (User Defined), Specific assignment, Electrical expenses (user-defined criteria), Business Dress Allowance, Business Dress Maintenance, House Keeping allowance, Uniform Allowance, Uniform maintenance allowance, Vehicle Maintenance Allowance, Newspaper allowance, Entertainment Allowance, House Furnishing Allowance, Personal Allowance, Lunch/Tea/ Snacks, etc.
22. Ability to provide for user defined coded tables to maintain an unlimited number of allowances with facilities to add, edit and delete of the allowance table.

23. Ability to have control to ensure allowances are only paid to the eligible employees
24. Ability to have the facility to define the maximum amount to be paid to employee based on employee category
25. Ability to identify allowances / perquisites that are subject to tax
26. Ability to provide a facility for automatic retrospective adjustments for any allowance rate variation
27. Ability to provide on-line inquiry and report facilities to list all allowances for an employee
28. Ability to handle the deduction, but should not be limited to the deductions related to Income Tax, Loans, Audit ordered recoveries, CPF, Pension contribution, where applicable, LIC insurance premiums, Natural Calamity Advance, License Fee, Water Charges, Union/Association Subscription, Other Deductions (User Defined), etc.
29. Ability to Capture loan information, Deduct monthly instalment from payroll, Monitor loan balances Accrued Interest recovery, Generate report on loan deduction, balance,
30. Incorporate and apply various user-defined rules and rates for calculation of allowances, depending upon (but not limited to) the following: Place of duty, Time of joining and Duration of Leave
31. Able to provide for user defined coded tables to maintain an unlimited number of deductions with facilities to add, edit and delete off the deduction table
32. Able to provide on-line query and report facilities to list all deductions for an employee and the outstanding balances
33. Ability to set user-criteria for calculating provident fund/Pension deductions
34. Flexible to change criteria to compute provident fund/Pension for each employee
35. Ability to generate a report with negative salary exception
36. Ability for deductions to be made in accordance with the Standard Tax Deductions and shall be flexible to accommodate any tax structure changes as directed by Government
37. Ability to generate all necessary tax forms at monthly, yearly and on ad-hoc basis
38. Maintain complete taxation rules defined as part of the pay structures configuration
39. Maintain information pertaining to investments made by the employee, to avail of tax rebate based on statutory legislation
40. Calculate tax based on perquisites given to the employee
41. Record employees' perquisites and other information relevant in computing their tax liability as tax components
42. Define tax rules to determine employees tax liability as per changes by the Central Govt./ local statutory legislation for actual tax liability of employee
43. Complete calculation and deduction of tax automatically
44. Override the automated tax calculation for exception cases
45. Project the tax liability of an employee for the period within a tax calendar and providing tax planners to the employee
46. Manually adjust taxable earnings (in case of income from other sources, investments)

47. Change tax filing status and number of exemptions of a particular employee
48. Ability to generate necessary entries and print cash books for payments by Cash / Cheque / ECS / Direct Credit to Bank etc.
49. Should be able to generate Form 16 Part B and Form 12 BA (details of perquisites)
50. Standard and user-defined reports shall be generated for management reporting
51. Statement of Income Tax deductions for deposit with IT authorities
52. Integration of taking into account the leave and attendance record for computing salary
53. Integration to Update CPF account for contributions and deduction against loan advances
54. Ability to define various type of Retirements such as Superannuation Retirement, Voluntary Retirement, Compulsory Retirement
55. Ability to define the age limit, years of service for each retirement type, class and nature of job (Manual)
56. Ability to calculate date of superannuation for the employee based on date of birth.
57. To amend the application in case of Pay Revision of Public Sector Enterprises.
58. Contributory Provident Fund (CPF) Administration maintenance of accounts of employees
59. Accounting of CPF deductions received from salary against refundable CPF Loan,
60. Preparation of CPF statements for refundable and non-refundable advances,
61. Preparation of CPF final settlement sheet on exit by retirement / resignation / death etc,
62. The payroll shall be integrated with the CPF Trust to take care of all operational and statutory requirements of the Trust.
63. Checking and passing for payment CPF vouchers
64. Issue annual CPF certificates to individual employees
65. Ability to restrict entry to CPF for employees
66. Ability to validate against the rules for CPF admission for every new subscriber
67. Ability to create New Employee record in CPF/PF module
68. Ability to generate automatically CPF Number for all new joiners (employee code)
69. Ability to directly import monthly contribution from Payroll module to provident fund , and, facility to import using Excel sheet or other structured text file
70. Alter interest rates as applicable
71. Process and account for final payment in cases where an employee ceases to be in service
72. Facility for direct transfer of data for CPF deduction, contribution as well as CPF loan recovery from Payroll and Loans modules
73. Work out the Financial implication on account of payment of interest for CPF

74. Ability to generate statement of final accounts for fiscal year / user-defined period showing for each employee the following but should not be limited to: All subscription details (regular amount, additional amount etc), Opening balance, All credits / contributions made, All arrears of subscription, All withdrawals / advances taken, All recovery / refund of advances / withdrawals, Amount outstanding in user-defined period, All interest accumulated on cumulative amount within user-defined period, Closing balance for current financial year / user-defined period, Other user-defined fields

75. Ability to generate individual CPF account slip for every financial year showing the following but should not be limited to : Opening balance, All credits / contributions made by the employee, All arrears of subscription, All credits / contributions made by the employer, Outstanding loan advances, All non-refundable withdrawals, All interest accumulated on cumulative amount within financial / user-defined period, Closing balance for current financial year / user-defined period

76. Ability to generate individual CPF account master record with adjustment for every financial year for submission to Income tax Department

77. Generation of all statutory reports for CPF and ESI such as : 12A, 3A, 5, 6 , 6A, 7, 10, etc.

78. Calculation of arrear including increment/decrement.

79. In case of LIC pension, a separate record to be maintained year wise in which employee share alongwith interest and employer share alongwith interest to be shown separately. This required for employees who resign before completion of 15 years of service.

80. In case of OPD (Medical) payment to regular employees, ceiling of Rs.40,000/- or otherwise in case od special sanctions to be ensured.

IV. **Online collection of data from Divisions at Corporate Office and Branches for consolidation through 3-4 different forms**

V. **Record Management of Medical benefit for 1700 (approx.) Retired Employees**

1. Record of Master data
2. Life Certificates updation
3. Record of expenditure incurred during the Financial Year for OPD and Hospitalisation (separately for employees retired on or before 2008 and post 2008)

VI. **Generation of Reports from all the Applications as per the requirement of STC while customizing the system**

` The Bidder will have to get the Security Audit Certification of all the Applications on Cloud' by Cert-In empaneled Agency.

Annual Maintenance Contract (AMC) period will be of 5 (five) years after Go-Live. Apart from bidders regular activity of managing services, Bidder will also be liable to address the following issues if it arises:

a. Changes of content or calculation methodology in Reports. Ex: 'change in taxes or other fields of formula' or 'change in header subject',etc. i.e. changes which does not call for change in designing of the report will be addressed.

b. Filtering of Data and to be produced (extracted) in MS-Excel for department usage. Example: Based on data available in Cloud Database certain fields will be required which will generate only after consolidation of data after its processing in the application.

c. 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

d. Assistance in any other services required which do not lead to structural changes of the Software as a Service or Hardware as a Service offered.

AMC will be initially for 5 years however it can be extended for future period on mutually agreed terms.

The training of officials posted in New Delhi will be imparted at Corporate Office. Training to Branch officials is proposed to be done online.

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.

Bidder will be required 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.

Note:

i.   The above list is inclusive and not exhaustive.

ii. Some reports will be generated bilingual (English & Hindi).

iii. Complete Migration of Data to the database to be carried out by the bidder.

J.   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.**

S.No.	Eligibility Criteria	Documents Required

1	The bidder should be registered company 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
2	The bidder must have the financials as per the following: a. The bidder must have an average annual turnover of at least INR.5 Crore during last three Financial Year ending 31.03.2016 b. The Bidder must have positive net worth continuously for the last three Financial Years ending 31.03.2016 c. The Bidder should be a profit making organization in last three Financial years ending 31.03.2016	Relevant pages of Audited Accounts & Annual Reports
3	The bidder should be the owner of the solution.	A self-declaration in regard to ownership or any other documentary evidence of Ownership may be provided
4	Income Tax Return (ITR) for Assessment Years 2014-15, 2015-16 and 2016-17	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 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 stamp paper.

8	The bidder company should be at least CMMi Level – 3 under the Software Development and ISO 27001:2013 certified	Copy of CMMi Certificate & ISO 27001:2013 Certificate
9	The bidder should have at least 50 technical staff on payroll having product knowledge.	Self-declaration to this effect may be provided.
10	Location of SERVERs	Location and address of server in India to be provided on company letterhead.
11	Data Centre Certification (Tier-III or above)	Copy of relevant Certification
12	Bidder must have successfully implemented at least one project of designing, customizing, implementing and managing any one of the web based application mentioned in a scope of work for any one Govt. Deptt./ Autonomous Bodies/PSU's in Central/State in any of the last three financial years ending 31.03.2016.	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).

K. 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. All information shall be secured via 256 bit encryption when accessed via browser or web services.

6. Cyber security - Bidder should comply with the stipulations mandated with respect to secure communication between Application servers and computer systems in STC. Application should be designed to be a highly secure multi-tenant application with tenant level filtering of information. 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. Data to be stored in two places i.e. one at primary Data Centre (DC) and second at Disaster Recovery Centre (DRC). Both DC & DRC should be in India. A copy of the data shall also be provided to STC on monthly basis in STC's storage media.

9. All Application and Cloud space related documentations and manuals will be provided by the Bidder.

10. Application Availability & its Backup –

	Service	Availability	Penalty payable as % of Total Hosting and AMC charges (as per Annexure-B) on quarterly basis
A.	Availability of Applications (Single / All) & Cloud Services	Greater than or equal to 99.50%	Nil
		Less than 99.50% and greater than or equal to 99.00%	0.5%
		Less than 99.00% and greater than or equal to 98.00%	1.0%
		Less than 98.00% and greater than or equal to 97.00%	2.0%
		Less than 97.00% and greater than or equal to 96.00%	3.0%
		Less than 96.00% and greater than or equal to 92.00%	5.0%
		Less than 92.00%	10.0%

B.	The Selected Bidder will ensure the regular backup of the running applications. Backup of all applications including logs to be taken daily as per schedule defined at the time of implementation.	Less than 100%	10.0%

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.

L. TIME FRAME

1. Installation, Commissioning and User Training shall be completed within three month after the award of work.

2. The Maintenance and Support Phase will run for a period of five years after the date of Go-Live. The same can be renewed with mutual agreed terms.

M. AWARD OF WORK

The work shall be awarded to the technically qualified bidder quoting the total lowest price (Sr.No.-D) in Financial Bid (Annexure-B) of this RFP.

N. PAYMENT TERMS

i. No advance payment shall be made.

ii. Payment Schedule as per the quoted price in Financial Bid :
   a) 50% of the quoted price (A) will be paid on Go-Live i.e. on successful installation and commissioning of the system including training and User Acceptance Test.

   b) Remaining Payment :
      i. 25% of quoted price (A) will be released post three months from the date of Go-Live.

ii. 25% of quoted price (A) will be released after yearly report generation of income tax from the date of Go-Live on successful execution of all the applications and generation of report from Cloud servers.

c) 1/20th of the quoted price (B) will be released on quarterly basis (3 months) at the end of each quarter.

d) AMC payment {1/16th of quoted price (C)} will be released on quarterly basis after the end of each quarter, subject to satisfactory performance from second year onwards.

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.

O. STATEMENT OF DEVIATION

If bidder desires to take any deviation from the terms & conditions of the tender, it should be mentioned specifically in the format as per Annexure-F. Departure from general terms and conditions from the specifications indicated at other places in the offer except in the following deviation sheet shall not be considered. There shall be no deviations masked as assumptions, exclusions, out of scope etc, anywhere else in the bid proposal; they will not be considered and will not be a part of any contract with STC.

P. SIGNING OF CONTRACT

The Bidder will be required to submit Performance Bank Guarantee within fifteen (15) days of the issuance of Award of Work. If the bidder does not submit the PBG within 15 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-G.

Failure of the successful bidder to sign the contract after the issuance of Award of Work within a period of 15 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.

Q. 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. The total price (D) quoted by the bidders in Financial Bid should be mentioned both in words and figures. In case of any variation in the words and figures, the prices written in words shall be considered as offer price.

7. 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). STC may seek any further clarifications or documents as felt necessary but not obliged to do so.

8. Each page of this tender document must be duly stamped and signed by the Authorised Representative on behalf of the Bidder.

9. 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.

10. All details regarding the subject RFP are available on websites: www.stclimited.co.in and 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.

11. STC will not be responsible in case of failure of NIC server during uploading of bids.

12. 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.

13. Any or all the Bidders are required to produce original hard copies of all documents uploaded by them as part of the bid, whenever called by the STC.

14. In the event of non-working of E-Procurement Portal of NIC (eprocure.gov.in/ eprocure/app) on closing date of bid submission, the due date for submission of bids (online) and opening of bids (online) will be the following working day at the appointed time.

15. Confidentiality :

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

_____

TECHNICAL BID

(On the letter head of the firm submitting the bid document)

Sr. No.	Description	Response
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 31.03.2014, 31.03.2015 and 31.03.2016	
8	Turnover during following Financial Years: (in INR) 2013-14 2014-15 2015-16	
9	Location of Server in India	

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.

<div align="right">

Yours faithfully,

Signature : _____

Name :_____

Designation : _____

Company Seal : _____

</div>

Date :_____

Financial Bid

(On the letter head of the firm submitting the bid document)

(in INR)

Sr. No.	Description	Amount (in figures)
A	One time Designing or Customising, Data migration, transformations & Integrations, Implementation on Cloud server, Test Run and Training of all the Applications and Utilities	
B	Hosting Charges for 5 years (After Go-Live)	
C	Annual Maintenance Cost (AMC) for 2nd, 3rd, 4th and 5th year from the date of Go-Live. (AMC for the 1st year shall be free or inclusive in the amount quoted at Sr. No. 'A' of this Annexure)	
D	**Total Price (A + B + C)**	

(Amount at 'Sr.No. D' in words: Rupees _____)

Note:

1. The price quoted above is inclusive of all taxes and duties as applicable. However, any future changes in taxes and duties upwards or downwards with respect to above prices shall be adjusted in respective invoices raised as per the payment terms given in this RFP.

2. Quoted price should be inclusive of all expenses including incidental charges.

We agree to all the terms and conditions specified in the above mentioned RFP

Yours faithfully,

Signature : _____

Name :_____

Designation : _____

Date:_____

Company Seal :_____

BANK RELATED INFORMATION

(On the letter head of the firm submitting the bid document)

Sr. No.	Particulars	Details
1.	Bank Name	
2.	Branch Name	
3.	Bank Address	
4.	Bank MICR Code (9 digit)	
5.	RTGS-IFS Code	
6.	Account Type	
7.	Account No.	
8.	Swift Code	
9.	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.

5. 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
1)
SIGNATURE ....   SIGNATURE ....

NAME ....   NAME...

OFFICIAL ADDRESS ....   OFFICIAL ADDRESS ....

DESIGNATION.....................................   DESIGNATION......................................

Pre-Bid Queries/Clarification
(On the letter head of the firm submitting the bid document)

Name of the Company:
Company Representative contact details (tel./mobile/email):

Contact Person	Address for Correspondence	Email ID(s)	Tel. No./ Mobile No

Query / Clarification sought:

Sr. No.	Section/ Clause	Title	Description of Section / Clause	Query / Clarification /Suggestions

Note:
1. Queries must be strictly submitted in the prescribed format (.xls/.xlsx). Queries not submitted in the prescribed format will not be entertained.
2. Only those queries will be responded which are being felt necessary to address and do not dilute the objective of this RFP.

Declaration of Deviations
(On the letter head of the firm submitting the bid document)

S. No.	Tender Reference (Section/Clause)	Details of Section/Clause needing deviation	Deviation Proposed

Except above mentioned deviations, the entire order, if placed, shall be executed in accordance with specifications and any other conditions, variations/deviations etc. if a deviation is found, elsewhere in this proposal, the same shall not be given any consideration while finalizing the tender.

We agree that it is not mandatory to consider and accept the deviations mentioned here.

Signature

(Name and designation with seal of Bidder)

FORM OF CONTRACT

This **CONTRACT** (hereinafter called the **"CONTRACT"**) is made on the _____ day of _____, 2017

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) be used 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 Cloud based Application for Performance Management System, & Leave Management System alongwith Payroll 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/ITS/HR1/01048/2017 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 setforth in this **CONTRACT**, **STC** and **VENDOR** mutually agree and confirm the agreement detailed herein and withnesseth as follows:

1. **Scope of work**

    In the current initiative STC envisages implementation of the following applications on cloud:

    I.   Performance Management System (PMS) for its Executives : 500 (approx.)

    II. Attendance Tracking alongwith Leave Management System (LMS) for all Employees of STC: 700 (approx.)

    III. Payroll System and its integration with Bio-metric Attendance for all its Employees : 700 (approx.)

    IV. Collection of data from Divisions at Corporate Office and Branches and its consolidation through 3-4 forms (online).

    V.   Record Management of Medical benefit for Retired Employees: 1700 (approx.)

    VI. Generation of Reports from all the Applications as per the requirement of STC while customizing the system.

    Implementation on cloud comprises of following phases:

    I.   Implementation & Training Phase – 3 months, and

    II. Hosting and AMC Phase – for a period of 5 years after Go-Live.

    Application Maintenance and Support Services shall be for a period ending five years from the date of Go-Live of the above applications. These services would include application maintenance activities, minor customizations, configuration changes, generation of additional MIS reports and application administrator role.

    The objective of aforementioned applications is as follows:

    I.   **<u>Performance Management System (PMS)</u>**

        1. Defining KRA's and its approval
        2. 3-Level appraisal process alongwith approval of outstanding performance by the Competent Authority
        3. Self – rating by Employees
        4. Review of KRA's
        5. Amendment in KRA's in between assessment period.
        6. Managing the impact of Deptt. Transfers of appraisal i.e. Online filing of more than one PMS by a single executive and calculation of scores on average basis.
        7. Time-line for opening and closing for online submission of PMS data by executives. Re-opening of time-line for the same as per the approval for selective executives.
        8. Enabling Mid-year review
        9. History of 5 years of final scores

II. Attendance Tracking alongwith Leave Management System (LMS)

1. Able to capture employee attendance and absence directly or through interface with bio-metric system
2. Able to have a calendar facility which keeps track of all public holidays and is integrated with work schedule at CO and Branches
3. Able to capture and control shift employee attendance and absence in their periods
4. Able to capture employee attendance information in a period with following events, but should not be limited to: Training outside STC, Seminar/ Meeting/ / official tour/ official duty beyond office timing/ Workshop within the country or abroad and Investigate / inspect works at field office areas (official)
5. Able to Have the facility to analyze employee attendance and absence
6. Produce attendance reports on a daily / monthly basis for every employee
7. Able to integrate attendance details with Payroll
8. Able to provide a facility for manual and electronic leave application and approval of leave
9. For electronic leave application, able to route the application to the right person for approval via workflow
10. For electronic leave application, able to route the cancel leave application to the right person for approval via workflow
11. Able to provide a facility to add in new types of leave, amend and delete existing leave types
12. Unlimited number of leave types can be defined
13. Process and update leave record, check for duplicate leave applications and verify against leave balance or entitlement for an employee for that type of leave
14. Able to automatically warn and display message for employee's leave balance or entitlement when their leave balance almost reaches nil
15. Able to allow for leave balance to be carried over automatically if the entitlements for the year are not exhausted. The maximum balance to be carried forward.
16. Ability to receive request for leaves from employees through self-service system
17. Ability to view the pending leaves of each employee
18. Ability to generate a consolidated reports of employee leave records as per HOD, Division, Branch, Employee leave record on monthly basis
19. Option to input the attendance record manually
20. Ability to choose from type of leave request and upload the attendance record for the date of leave with the type of leave and linkage with time management
21. Attendance Management
   i. Ability to integrate the biometric system
   ii. Provision to modify the attendance record at a later date if leave is approved later
   iii. Ability to capture the attendance employee wise/ division wise/branch wise on daily basis

III. Payroll System and its integration with Bio-metric Attendance

1. Ability to record employee specific information (Income Tax information, address, previous employment, EPS No., Bank Account No., Pension ID and Pension Policy No.)
2. Ability to record specific employee identifiers PAN and track employee by Employee Code
3. Ability to administer and calculate financial data related to employees wage, salary, allowances and deductions
4. Ability to compute gross pay, deductions and net pay for each employee for each pay period
5. Ability to prorate salary and allowance payment based on employee hire or resignation date, Death or VRS
6. Ability to set criteria to compute annual employees wage, salary and easier to change that criteria
7. Ability to set criteria to compute annual bonus/PRP for each employee e.g. employees' working history, employees' rights, rule
8. Ability to withhold salary for employee under suspension
9. Ability to withhold salary for employee and calculate back from the day it was withhold
10. Ability to withhold salary for unauthorized absence of an employee
11. Ability to print pay slips according to grouping e.g. department, location, station etc.
12. Ability to send salary slips via email
13. Ability to maintain a single central payroll depository and be able to run and access payroll from any location in a centralized manner
14. Ability to provide strict security control features, edit and validation rules for all input, update and delete transactions
15. Audit trails for all critical changes of payroll transactions
16. History of all Payroll transactions shall be available on-line for a predetermined number of years.
17. Ability to prepare payroll and bank transfer statements /ECS/ Direct Credit to be accompanied by a checklist
18. Ability to track statutory tax requirements and produce employee tax statements on demand in the required format
19. Ability to generate Inter branch transaction record where salary is paid by one branch but debited to another branch
20. Prepare an annual abstract of salary details for each employee
21. Ability to handle multiple allowances, like but should not be limited to the fixed and variable earnings such as Basic Pay /Dearness Pay / Leave Salary/ Joining Time pay (Transit pay), Special Pay / Allowance / Personal Pay, Dearness Allowance (DA), Meal Allowance, House Rent Allowance (HRA) subject to production of receipt in the beginning of the year and on change during the year, Washing Allowance, Overtime Allowance, Adjustment Benefit Allowance, Children's Education Allowance (CEA), Conveyance Allowance, Transport Allowance, Others (User Defined), Specific assignment, Electrical expenses (user-defined criteria), Business Dress Allowance, Business Dress Maintenance, House Keeping allowance, Uniform Allowance, Uniform maintenance allowance, Vehicle Maintenance Allowance, Newspaper allowance, Entertainment Allowance, House Furnishing Allowance, Personal Allowance, Lunch/Tea/ Snacks, etc.

22. Ability to provide for user defined coded tables to maintain an unlimited number of allowances with facilities to add, edit and delete of the allowance table.
23. Ability to have control to ensure allowances are only paid to the eligible employees
24. Ability to have the facility to define the maximum amount to be paid to employee based on employee category
25. Ability to identify allowances / perquisites that are subject to tax
26. Ability to provide a facility for automatic retrospective adjustments for any allowance rate variation
27. Ability to provide on-line inquiry and report facilities to list all allowances for an employee
28. Ability to handle the deduction, but should not be limited to the deductions related to Income Tax, Loans, Audit ordered recoveries, CPF, Pension contribution, where applicable, LIC insurance premiums, Natural Calamity Advance, License Fee, Water Charges, Union/Association Subscription, Other Deductions (User Defined), etc.
29. Ability to Capture loan information, Deduct monthly instalment from payroll, Monitor loan balances Accrued Interest recovery, Generate report on loan deduction, balance,
30. Incorporate and apply various user-defined rules and rates for calculation of allowances, depending upon (but not limited to) the following: Place of duty, Time of joining and Duration of Leave
31. Able to provide for user defined coded tables to maintain an unlimited number of deductions with facilities to add, edit and delete off the deduction table
32. Able to provide on-line query and report facilities to list all deductions for an employee and the outstanding balances
33. Ability to set user-criteria for calculating provident fund/Pension deductions
34. Flexible to change criteria to compute provident fund/Pension for each employee
35. Ability to generate a report with negative salary exception
36. Ability for deductions to be made in accordance with the Standard Tax Deductions and shall be flexible to accommodate any tax structure changes as directed by Government
37. Ability to generate all necessary tax forms at monthly, yearly and on ad-hoc basis
38. Maintain complete taxation rules defined as part of the pay structures configuration
39. Maintain information pertaining to investments made by the employee, to avail of tax rebate based on statutory legislation
40. Calculate tax based on perquisites given to the employee
41. Record employees' perquisites and other information relevant in computing their tax liability as tax components
42. Define tax rules to determine employees tax liability as per changes by the Central Govt./ local statutory legislation for actual tax liability of employee
43. Complete calculation and deduction of tax automatically
44. Override the automated tax calculation for exception cases

45. Project the tax liability of an employee for the period within a tax calendar and providing tax planners to the employee
46. Manually adjust taxable earnings (in case of income from other sources, investments)
47. Change tax filing status and number of exemptions of a particular employee
48. Ability to generate necessary entries and print cash books for payments by Cash / Cheque / ECS / Direct Credit to Bank etc.
49. Should be able to generate Form 16 Part B and Form 12 BA (details of perquisites)
50. Standard and user-defined reports shall be generated for management reporting
51. Statement of Income Tax deductions for deposit with IT authorities
52. Integration of taking into account the leave and attendance record for computing salary
53. Integration to Update CPF account for contributions and deduction against loan advances
54. Ability to define various type of Retirements such as Superannuation Retirement, Voluntary Retirement, Compulsory Retirement
55. Ability to define the age limit, years of service for each retirement type, class and nature of job (Manual)
56. Ability to calculate date of superannuation for the employee based on date of birth.
57. To amend the application in case of Pay Revision of Public Sector Enterprises.
58. Contributory Provident Fund (CPF) Administration maintenance of accounts of employees
59. Accounting of CPF deductions received from salary against refundable CPF Loan,
60. Preparation of CPF statements for refundable and non-refundable advances,
61. Preparation of CPF final settlement sheet on exit by retirement / resignation / death etc,
62. The payroll shall be integrated with the CPF Trust to take care of all operational and statutory requirements of the Trust.
63. Checking and passing for payment CPF vouchers
64. Issue annual CPF certificates to individual employees
65. Ability to restrict entry to CPF for employees
66. Ability to validate against the rules for CPF admission for every new subscriber
67. Ability to create New Employee record in CPF/PF module
68. Ability to generate automatically CPF Number for all new joiners (employee code)
69. Ability to directly import monthly contribution from Payroll module to provident fund , and, facility to import using Excel sheet or other structured text file
70. Alter interest rates as applicable
71. Process and account for final payment in cases where an employee ceases to be in service

72. Facility for direct transfer of data for CPF deduction, contribution as well as CPF loan recovery from Payroll and Loans modules
73. Work out the Financial implication on account of payment of interest for CPF
74. Ability to generate statement of final accounts for fiscal year / user-defined period showing for each employee the following but should not be limited to: All subscription details (regular amount, additional amount etc), Opening balance, All credits / contributions made, All arrears of subscription, All withdrawals / advances taken, All recovery / refund of advances / withdrawals, Amount outstanding in user-defined period, All interest accumulated on cumulative amount within user-defined period, Closing balance for current financial year / user-defined period, Other user-defined fields
75. Ability to generate individual CPF account slip for every financial year showing the following but should not be limited to : Opening balance, All credits / contributions made by the employee, All arrears of subscription, All credits / contributions made by the employer, Outstanding loan advances, All non-refundable withdrawals, All interest accumulated on cumulative amount within financial / user-defined period, Closing balance for current financial year / user-defined period
76. Ability to generate individual CPF account master record with adjustment for every financial year for submission to Income tax Department
77. Generation of all statutory reports for CPF and ESI such as : 12A, 3A, 5, 6 , 6A, 7, 10, etc.

IV. <u>Online collection of data from Divisions at Corporate Office and Branches for consolidation through 3-4 different forms</u>

V. <u>Record Management of Medical benefit for 1700 (approx.) Retired Employees</u>

   a. Record of Master data
   b. Life Certificates updation
   c. Record of expenditure incurred during the Financial Year for OPD and Hospitalisation (separately for employees retired on or before 2008 and post 2008)

VI. <u>Generation of Reports from all the Applications as per the requirement of STC while customizing the system</u>

VENDOR will have to get the Security Audit Certification of all the Applications on Cloud' by Cert-In empaneled Agency.

Annual Maintenance Contract (AMC) period will be of 5 (five) years after Go-Live. Apart from VENDOR'S regular activity of managing services, VENDOR will also be liable to address the following issues <u>if it arises</u>:

   a. Changes of content or calculation methodology in Reports. Ex: 'change in taxes or other fields of formula' or 'change in header subject',etc. i.e.

changes which does not call for change in designing of the report will be addressed.

b. Filtering of Data and to be produced (extracted) in MS-Excel for department usage. Example: Based on data available in Cloud Database certain fields will be required which will generate only after consolidation of data after its processing in the application.

c. Upgradation. If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the VENDOR will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from STC

d. Assistance in any other services required which do not lead to structural changes of the Software as a Service or Hardware as a Service offered.

AMC will be initially for 5 years however it can be extended for future period on, mutually agreed terms.

STC may like to implement additional applications at a later stage. VENDOR 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.

VENDOR will be required 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.
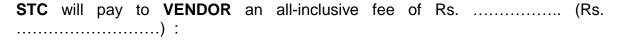
Note:
i. The above list is inclusive and not exhaustive.
ii. Some reports will be generated bilingual (English & Hindi).
iii. Complete Migration of Data to the database to be carried out by the VENDOR.

2. TIME FRAME

a) Installation, Commissioning and User Training shall be completed within three month after the award of work.

b) The Maintenance and Support Phase will run for a period of five years after the date of Go-Live. The same can be renewed with mutual agreed terms.

3. TOTAL FEE PAYABLE

STC will pay to **VENDOR** an all-inclusive fee of Rs. …………….. (Rs. ………………………) :

The price quoted above is inclusive of all taxes and duties as applicable as on the date of submission of bid. However, any future changes in taxes and duties

upwards or downwards with respect to above prices shall be adjusted in respective invoices raised as per the payment as per the terms listed below:

i.   No advance payment shall be made.

ii.   Payment Schedule as per the quoted price in Financial Bid (Annexure-B) :
   a) 50% of the quoted price (A) will be paid on Go-Live i.e. on successful installation and commissioning of the system including training and User Acceptance Test.

   b) Remaining Payment :
      i.   25% of quoted price (A) will be released post three months from the date of Go-Live.
      ii.   25% of quoted price (A) will be released after yearly report generation of income tax from the date of Go-Live on successful execution of all the applications and generation of report from Cloud servers.

   c) $1/20^{th}$ of the quoted price (B) will be released on quarterly basis (3 months) at the end of each quarter.

   d) AMC payment {$1/16^{th}$ of quoted price (C)} will be released on quarterly basis after the end of each quarter, subject to satisfactory performance from second year onwards.

iii.   STC shall deduct at source all applicable taxes while releasing payments to the VENDOR. 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.

4.   **PERFORMANCE BANK GUARANTEE**

VENDOR shall immediately submit a Performance Bank Guarantee (PBG) of an amount equal to 10% of the total fee mentioned in (3) above as per the Performa prescribed by STC. PBG shall be returned by **STC** to the **VENDOR** subject to the satisfactory performance and settlement of all the outstanding dues if any..

5.   **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.

6.   **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**.

7. **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.

8. **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.

9. **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 of 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.

10. **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.

11. **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.

12. **INTELLLECUTAL 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.

13. **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.

14.   LIQUIDATED DAMAGES

There shall be a penalty for non-adherence to the time schedule of this **Contract**, unless the delay is shown to be for the reasons beyond the control of the **Vendor**. The **Vendor** will be given an opportunity to explain the delay.

For every week of delay in implementation of the **work**, beyond scheduled period of 3 months from signing of the **Contract**, 0.2 % of the Contract Price shall be liable to be deducted for every week (or part thereof) of delay subject to a maximum deduction of 2 % of the Contract Price.

If the delay is beyond 12 weeks, **STC** may terminate this **Contract** and shall get the **work** completed from any other source at the risk and cost of the **Vendor**.

15.   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 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.

16.   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.

17. **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.

18. **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 of 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.

19. **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.

20. **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**.

21. **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.

22. **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.

23. **ENTIRE CONTRACT**

STC's RFP Reference No. **Reference No. STC/CO/MSD/ITS/HR1/01048/2017** dated 31.07.2017 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.

24. **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