



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

E-Tender Notice

**IMPLEMENTATION OF CLOUD BASED SUPPORT SOFTWARE FOR
COMPLIANCE UNDER GOODS & SERVICE TAX (GST) IN STC**

Reference No. STC/CO/FIN/GST/ASP/2017-18

Dated 09.06.2017

The State Trading Corporation of India Limited invites proposals for **Implementation of Cloud based Support Software for compliance under Goods & Service Tax (GST) in Corporate Office & Branches of STC**. For details, please visit websites www.stclimited.co.in, or www.tenders.gov.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.

Last date for receiving the offers is 19.06.2017 11:00 AM

All details regarding the subject RFP are available on websites: www.stclimited.co.in, www.tenders.gov.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.

R K Prasad

DGM-Finance

Ph.: 011-23462494

E-mail: rajesh@stclimited.co.in



REQUEST FOR PROPOSALS (RFP)

FOR

IMPLEMENTATION OF CLOUD BASED SUPPORT SOFTWARE FOR COMPLIANCE UNDER GOODS & SERVICE TAX (GST) IN STC

RFP No.	STC/COFIN/GST/ASP/2017-18 dated 09.06.2017
Last Date and Time for Submission of Bids	19.06.2017 at 11:00 AM
Date and Time of Opening of Technical Bids	19.06.2017 at 11:30 AM
Date and Time of Opening of Price Bids	20.06.2017 at 11:00 AM

The State Trading Corporation of India Ltd.

**Jawahar Vyapar Bhawan
Tolstoy Marg, New Delhi-110001
Tel: +91 11 23462494
Email: rajesh@stclimited.co.in
Website: www.stclimited.co.in**

A. BID DETAILS

In view of the implementation of Goods and Service Tax (GST) w.e.f. 01.07.2017 or a later date as notified by the Government, STC invites e-bids at CPPP (eprocure.gov.in/eprocure/app) as STC intends to procure support software for Goods and Service Tax by selecting a vendor for Supply, Customization, Installation and maintenance of Cloud based Software for implementation of GST in STC as per the 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 GST in STC.

Item	Description
Name of the Work	“IMPLEMENTATION OF CLOUD BASED SUPPORT SOFTWARE FOR COMPLIANCE UNDER GOODS & SERVICE TAX (GST) IN STC”
Earnest Money Deposit (EMD)	Rs.25,000/- (Rupees Twenty Five 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), STC website (stclimited.co.in) and tenders.gov.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)	19-06-2017 by 11:00 AM
Date and time for Opening of Technical Bid including EMD Envelope	19-6-2017 by 11:30 AM

Date and time for Opening of Price Bid	20-06-2017 at 11:00 AM
Bid Validity	Proposals must remain valid up to 30 (Thirty) 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	Rajesh K Prasad, Deputy General Manager - Finance , 17 th Floor, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi – 110001. Tel: 011-23462494

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.

Branches	Sub Branches
Agra Ahmadabad Bangalore Bhopal Chennai Cochin Hyderabad Jalandhar Kolkata Mumbai	Coimbatore (Under Chennai Branch) Gandhidham (Under Ahmadabad Branch) Guntur (Under Hyderabad Branch)

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

Existing IT Infrastructure Details

Corporate Office

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

Branches

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

C. OBJECTIVE

For smooth implementation of GST, STC proposes to avail the cloud based services of GST Support Software Providers. In this connection, STC invites proposals from the Application Service Providers (ASP) of repute and proven track record for implementation of GST as per the Scope of Work given in this RFP.

The bidders/Companies desirous of taking up the assignment are invited to submit their proposal in response to this RFP. The bidders / Companies 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 duly signed and stamped copy of this RFP shall be treated as a contract between STC and successful bidder. No separate contract will be signed in this regard.

D. EARNEST MONEY DEPOSIT (EMD) :

- i. The Bidder should submit the original financial instrument of EMD of Rs. 25,000/- (Rs. Twenty Five 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 alongwith a covering letter on Company letter head 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. 19.06.2017(11:00 AM).
- ii. EMD shall be forfeited:
 - a. If a bidder withdraws its Bid during the period of Bid Validity; or
 - b. If the successful bidder fails to sign the RFP; or
 - c. If the successful bidder fails to deliver the software within the stipulated period; or the software provided by the bidder does not fulfil the requirement of STC; 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 10 days from the Award of Work for an amount equal to 10%

of the bid, valid for a period of 3 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. 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. Otherwise, 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.

H. SCOPE OF WORK

1. The software should provide for collection of data available in the Financial Accounting System (Tally). Software should enable filing of Returns in respect of GST Registration at Corporate Office and Branches individually i.e. filing of returns will be according to GSTN numbers (18 in total). The returns are to be filed by the successful bidder. The number of Input / Output supplies are in the range of 15000 to 20000 per annum.
2. Quoted Application should be SaaS model available on cloud. It Should ensure the following :
 - a) Use of secured Cloud Infrastructure in India.
 - b) The Application Server and the Operational Data Store to be naturally distributed with auto replication across multiple nodes and possibly multiple sites. Even if certain number of nodes down the other replicated nodes serve the requests; while the nodes that are down come back up. In case of a site going down the nodes from back up site are expected to serve the requests.
 - c) Record user activity with the system.
 - d) Auto backup facility at an alternate site.
 - e) Guaranteed and dedicated remote availability to provide 24x7 support till the go-live and subsequently maintenance phase over phone, email, chat and ticketing.
 - f) Controlled access to the data/reports/application/portal shall be provided only to the authenticated users authorized by STC through a safe and secure mechanism.
 - g) Adequate measures/protection mechanisms shall be put in place to ensure Zero Data Breach and to guard against various types of cyber-attacks
3. The software should enable to migrate the data and change it in the format required by GSTN for various Returns and process for filing the returns.
4. System should enable to integrate with GSTN services to receive and render Alerts, Messages, Notices and more.
5. Offer Dynamic user interface to process GSTN registration forms, manage registrations, as and when permitted by GSTN and more using workflow and document management
6. The software should provide DATA format for furnishing the details/transactions of distinct person/related person/between branches.
7. The software should provide the facility of advanced Corporate Dashboard for viewing the status of filing of returns by Branch offices, calendar controls and internal work queue messages.
8. System should provide GST Filings Payments, Reporting, Amendments, Ledgers, ITC & Process Downloads and offer numerous services to process Payments, Returns, download processed files generated by GSTN and ITC.

9. There should be an interface with the GSTN/Tally providers by the bidders so that the various Returns are filed from the software package provided to us directly to the GSTN.
10. There should be validations at each stage in conformity with the requirement of GSTN.
11. There should be format provided in the package for collecting the DATA of input tax credit and the same should be interfaced with the ITC return.
12. Carry out all changes in functionality on account of changes due to new legislations / statutes, Rules and notifications (Government Orders) and changes requested by the Department at no cost to STC.
13. The selected Bidder will inform all the mandatory fields required for migration and also facilitate in filing the return till such mandatory fields are added by STC.
14. The selected bidder will suggest changes required to be made in the existing accounting software of STC.
15. The selected bidder will suggest accounting treatment of Input and output services in conformity with GST Law and regulations.
16. The software should provide all updates/patches as per GST Amendments from time to time. Bidder has to provide /implement changes required in the Goods and Service Tax Act as and when announced by Government/ regulatory authorities and as per regulatory requirements at no extra cost.
17. Training to be provided to dealing Officers at Corporate Office & remotely (using online tools) to Branches for handling software.
18. Supply, installation and commissioning of all necessary hardware and software as per the best international standards and practice.
19. Complete maintenance and support services for a period of three years from the date of Go-Live, including maintenance, trouble shooting, software updates/ upgrades, patch updation, etc. required for filing of GST returns.

I. IMPORTANT TERMS & CONDITIONS

1. The support software should be ready as on 15.07.2017 after User Acceptance Test (UAT) so as to enable STC for full compliance under GST.
2. The Bidder shall confirm the integrity of the software supplied i.e. the software is free from bugs, malware, covert channels in codes etc.
3. The implementation and integration of software to be completed by 15th July, 2017.
4. The installation will be deemed as incomplete if the software is not delivered or is supplied but not installed and not operational or not acceptable to STC. The software will be accepted after complete integration and satisfactory working of software.

5. The bidder will assist STC to conduct preliminary test to ascertain the extent to which the software has met the business requirements.
6. The Bidder should ensure usage of latest licensed software with proper updates.
7. Cloud Server location should be in India.
8. 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. Information obtained from FTP servers to be secured via SFTP. Data transmission between Application and GSTN is encrypted using Userid, API Authentication Keys, OTP with encryption.
9. Cyber security - Bidder should comply with the stipulations mandated by GSTN with respect to secure communication between Application servers and GSTN network. 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.
10. Data Privacy - Information stored in Application shall be secured via application and data controls. Authentication to Application shall be done using two-factor authentication which includes organization, username and password. If a user logs into the system from a new browser, the user would need to answer additional security questions before he is allowed to access Application.

Note: a. The above list is inclusive and not exhaustive.

b. The present date of GST roll out is 01.07.2017 and in case of any eventuality the implementation of the GST in STC get deferred no additional cost is payable by STC.

J. TIME FRAME

1. Installation, Commissioning and User Training must be completed by July 15, 2017.
2. The Maintenance and Support Phase will run for a period of three years after the date of Go-Live. The same can be renewed with mutual agreed terms.

K. AWARD OF WORK

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

L. PAYMENT TERMS

1. No advance payment shall be made.
2. 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 on successful first GST return filed.
 - ii. 25% of quoted price (A) will be released on successful second GST return filed.
 - c) 1/12th of the quoted price (B) will be released on quarterly basis at the end of each quarter.
 - d) AMC payment {1/8th of quoted price (C)} will be released on quarterly basis after the end of each quarter, subject to satisfactory performance from second year onwards.
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.

M. GENERAL TERMS AND CONDITIONS

1. Bids should be valid for a minimum period of 30 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. The successful bidder shall confirm its acceptance of Letter of Award of Work and furnish PBG within ten days from the date of award of work.
5. Conditional offers are liable to be rejected.
6. Offers submitted in hard copy or through telex, telegrams, fax or e-mail shall not be considered.
7. 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.
8. 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). STC may seek any further clarifications or documents as felt necessary but not obliged to do so.

9. Each page of this tender document must be duly stamped and signed by the Authorised Representative on behalf of the Bidder. Letter of Authorisation on Company Letterhead issued by a Director or Company Secretary, the authority must be in terms or Article of Association of the bidding company in favour of authorised signatory to submit the bid to STC in response to this RFP, should be submitted as part of Technical Bid.

This RFP (including corrigendum's, if any), bid submitted by the successful bidder, the Award of Work by STC and the Letter of Acceptance of Award of Work by the Bidder will be deemed to be the Contract and no separate contract will be signed.

10. Event of Default

The failure on the part of the Selected Bidder 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 the Selected Bidder. The events of default shall include, but will not be limited to the following situations:

- a. Where the Selected Bidder abandons or repudiates the Contract;
- b. Where the Selected Bidder fails to commence work promptly without valid reason;
- c. Where the Selected Bidder 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 the Selected Bidder 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 the Selected Bidder can attain Closure of the Implementation phase by the stipulated time as per the RFP.

If the Selected Bidder 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.

11. Termination of Contract

STC may terminate this Contract in whole or in part by giving the selected Bidder 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 Bidder and the Bidder has failed to remedy the default to the satisfaction of STC in reasonable period of time.
- Where the Bidder'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 Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder.
- Where STC is of the opinion that the services of the bidder 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 project 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 Bidder shall not be entitled to any compensation.

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

12. Exit Management Plan

In the event of termination or expiry of the contract, both Bidder and STC shall comply with the Exit Management Plan. During the exit management period, the Bidder shall use its best efforts to continue delivery of all regular services. In addition, the Bidder 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 Bidder on successful completion of handover and knowledge transfer.

13. Arbitration:

Any difference and/or dispute arising between STC and selected Bidder in relation to or under this RFP which are not resolved amicably shall be settled through arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration, New Delhi and the award made in pursuance thereof shall be binding on the selected bidder as well as STC.

The venue of Arbitration proceedings shall be New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between STC and the successful bidder shall be English.

Arbitrator(s) shall give reasons for the award and the award shall be binding on STC and the successful bidder and enforceable at the Courts of Jurisdiction at New Delhi, India.

The services under this contract shall be continued during the arbitration proceedings, unless otherwise agreed in writing by STC and the successful bidder or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

- 14.** Courts and tribunals at New Delhi shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this RFP. All disputes arising out of this RFP shall be decided in accordance with the laws of India.
- 15.** The selected bidder shall keep STC indemnified at all times against any claims / liabilities / proceedings, etc. from any third party or otherwise arising out / or in connection with this RFP.
- 16.** 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.
- 17.** All details regarding the subject RFP are available on websites: www.stclimited.co.in, www.tenders.gov.in and www.eprocure.gov.in. Any change / modification / corrigendum in connection with this RFP will be intimated through one or more of 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.
- 18.** STC will not be responsible in case of failure of NIC server during uploading of bids.
- 19.** 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.
- 20.** 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.
- 21.** In the event of last date of submission of bids being declared as a holiday, the due date for submission of bids (online) and opening of bids (online) will be the following working day at the appointed time.
- 22.** Force Majeure:

For the purpose of the contract, "Force Majeure" means an event which is beyond the reasonable control of STC or Selected Bidder, 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 Selected Bidder 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 party 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 Selected Bidder, pursuant to the work, is required to complete any action or task, shall be extended for a period equal to the time during which Selected Bidder was unable to perform such action as a result of Force Majeure.

The party 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 party 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.

23. 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.

Eligibility 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 3 years as on date of this RFP.	Copy of Certificate of incorporation/Article of Association/ registration issued by the Governing Body.
2	The Bidder should have minimum annual turnover of Rs. 5 Crores in each of the last three financial years (i.e., 2013-14, 2014-15 and 2015-16). The Company should not have negative net worth in any of last three years.	Copy of audited financial accounts for the F.Y. 2013-14, 2014-15, 2015-16 / a Certificate from an independent Chartered Accountant certifying turnover and net worth of the relevant period.
3	The Bidder should be a profit making organization in each of the last three Financial years (i.e., 2013-14, 2014-15 and 2015-16)	Copy of audited financial accounts for the F.Y. 2013-14, 2014-15, 2015-16 / a Certificate from an independent Chartered Accountant certifying Profit of the relevant period.
4	The bidder should be the owner of the solution.	A self-declaration in regard to ownership has to be provided.
5	The bidder should have their office in Delhi / NCR.	Proof of office in Delhi/NCR to be submitted.
6	The bidder should not be blacklisted by any Central / State Govt. departments / Public Sector Undertaking / any other organisation in India during last three years.	Self-declaration to this effect may be provided.
7	The bidder company should be at least CMMi Level – 3 under the applicable category	Copy of Certificate

8	The bidder should have at least two qualified CAs/Cost Accountants and five technical staffs having knowledge of GST solutions.	Name and relevant details of the officials may be provided.
9	Company should be having PAN No., ST/GST No. , VAT No. , EPFO No. and ESI Registration No	Copy of respective registration numbers
10	ITR for 2013-14, 2014-15, 2015-16	Copy of ITR
11	Location of SERVERs in India	Location of servers in India to be provided on company letterhead.

Note :

All the above information with supporting documents are required to be submitted duly signed and stamped alongwith the Technical Bid.

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	
5	E-mail ID	
6	Contact Numbers (Telephone / Mobile)	
7	Total No. of employees Supporting the Project a. Technical Support b. Chartered Accountants / Cost Accountants	
8	PAN No.	
9	Service Tax and GST No.	
10	VAT No.	
11	EPFO & ESI Registration No.	
12	Net Worth as on 31.03.2016	
13	Turnover during following three (3) Financial Years: (in INR) 2015-2016 2014-2015 2013-2014	
14	ITR for 2013-14, 2014-15, 2015-16	
15	Location of Server in India	

Scanned Copy of all the above information 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 terms and conditions contained in STC's above referred 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 : _____

Financial Bid

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

(in INR)

Sr. No.	Description	Amount (in figures)
A	One time Set Up, Data transformations & Integrations, Test Run and Training.	
B	Service / Application/ Transaction Cost for 3 years	
C	Annual Maintenance Cost for 2 nd and 3 rd Year from the date of Go-Live. (AMC for the 1 st year shall be free)	
D	Total Price (A + B + C)	

(Amount "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.
3. The No. of GSTN Registration are 18.

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 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' and agreed to provide a Performance Guarantee for the performance of the entire 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". 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 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 thisday ofat

WITNESS

1)

SIGNATURE

SIGNATURE

NAME

NAME.....

OFFICIAL ADDRESS

OFFICIAL ADDRESS

DESIGNATION.....

DESIGNATION.....