Request for Proposal (RFP)
to develop
e-Commerce platform for various Government/Non-Government customers of STC

RFP Ref. No.:

STC/E-COMMERCE/2016-17/01

DATED 16.09.2016

Tender Reference

Tender Date	16.09.2016
Tender Reference Number	STC/E-COMMERCE/2016-17/01
Title	e-Commerce Platform
Contact Person Details	Sameer Kapoor, General Manager Phone : 011-23462434 Fax : 011-23701123 E-mail : sammirkapoor@stclimited.co.in
Address of website where tender and all Associated information would be published	stclimited.co.in, tenders.gov.in & eprocure.gov.in/eprocure
Brief Description of Tender	Request for Proposal (RFP) to develop-Commerce platform for various Government/ Non-Government customers of STC(BOT Basis)

Bid Process Schedule

S. No.	Event	Date & Time	Venue
4	Deadline for submission of bid documents	30.09.2016 (5:00 PM)	Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001
5	Opening of Technical Bids	30.09.2016 (5:15 PM)	
6	Technical presentations by bidders	To be intimated after Technical Bid evaluation to Technically qualified bidder	New Delhi - 110001, INDIA Technically qualified bidder
7	Opening of Financial Bids of technically qualified bidders	To be intimated later to Technically qualified bidder	Jawahar Vyapar Bhawan Tolstoy Marg, New Delhi - 110001, INDIA

"In case any of the days mentioned happens to be declared a holiday, the said event shall be held on the following working day at the same time and venue."

Bid Costs

S. No.	Event	Amount(INR)	Submission
1	Tender Document Fee (Non Refundable)	25,000/-	Demand Draft in favour of The State Trading Corporation of India Limited, payable at New Delhi
2	Earnest Money Deposit (also referred as bid security amount)	10,00,000/-	Earnest Money Deposit (EMD) shall be paid in favour of The State Trading Corporation of India Limited in the form of Demand Draft payable at New Delhi. No interest shall be payable on EMD.

Document Structure

This document is divided into five parts as described below

Part I: Bid Overview

Part II: Instructions to Bidders

Part III: Contractual Clauses

Part IV: Terms of Reference (Proposed Platform and its delivery)

Part V: Formats for Submission of Proposal

Table of Contents

Part I: Bid Overview

1.1 About STC

The State Trading Corporation of India Ltd. (STC) is a premier international trading company of the Govt. of India. Incorporated in 1956, it functions under the administrative control of the Ministry of Commerce, Government of India. STC has acted as a trading arm of the Government of India by providing important feedback to the Government for formulating various trade strategies and implementing bilateral trade agreement.

STC has also played a vital role in India's economy. It has not only helped the country to earn scare foreign exchange by undertaking development of exports, but, has also undertaken import of mass consumption items such as, wheat, edible oils, pulses, sugar as and when called upon by the Government to do so.

The Corporation has achieved a turnover of 10,479 crore during 2015-16. With many new trade initiatives in pipeline, STC is confident of achieving yet higher levels of business in the coming years.

1.2 About e-Commerce Platform :

STC intends to develop Technology enabled Business platform (Global Marketplace for B2B/B2G/G2B/G2G business) on BOT basis for its various Government & Non-Government customers with the assistance of a Technology enabler. The platform shall be customized suiting STCs traditional business requirements and also help in automating routine trade processes for improved monitoring, control and scalability. The system will comprise of following:

1. Associate Management : Empanelment & management of buyer/sellers
2. E-Procurement: Planning, Procurement, Payments and Settlement
3. E-Auction : Dynamic bidding process for transparent & better negotiation
4. Specialized auction like Yankee, Dutch, SMRA etc.
5. Mobile app : Increase the accessibility to the portal
6. Risk Management: Ecosystem to mitigate risk associated with defaults from buyer or seller side.
7. Marketplace – "The successful bidder will have to develop and implement the e-marketplace at no cost to STC within one year from the award of contract at the sole discretion of STC." The marketplace shall have capability to handle both International

as well as Domestic Trade. It shall have required functional features which shall be capable of handling STC's (domestic/International) trade on back to back basis through it's Associate or bidder as well as operate as a Marketplace operator. It shall include but not limited to Seamless integration of all modules with simple & easy user interface to provide experience of online B2B/B2G/G2B/G2G marketplace where product or service information is provided by multiple third parties, whereas transactions will be processed by STC (as a trader or marketplace operator). It shall maintain transparency & meet compliances as per various government guidelines from time to time.

STC will offer this platform as a service to various Government/Non-Government customers of STC. The platform will be developed at no cost to STC (on BOT basis); the revenue generated by offering platform as service shall be shared with the Technology enabler. The platform shall be developed, upgraded and customized to have more efficient customer centric approach and increase the business avenues through it.

1.3 Key Objective

The key objectives of the e-Commerce Platform are listed but not limited to:

1. **Demand Aggregation** – The ability to aggregate demand to leverage buying power with the supply market.

2. **Consistent and sustainable Associate development** – Enabling pre-qualified Associates the opportunity to access relevant opportunities.

3. **Transactional Effectiveness** –Automate various trade processes to enable efficient and effective functioning.

4. **Total Cost of Ownership** – Reduced cost of doing business for both STC and its customers.

5. **Effective Sale/Purchase processing**–Automate Sale/Purchase process and transparent negotiation through different types of e-Auctions to get better deals.

6. **Open Platform** – Level playing field and fair competitive platform for the Associates viz. buyer or seller.

7. **Disposals** – Accessing a wider customer base when disposing of redundant assets.

8. **Smart governance** – Increased transparency, monitoring and control of entire trading process.

9. **Scalability**: To develop an e-Commerce system which is highly robust, scalable and proven. The system shall handle substantial number of concurrent users and

transactions.

10. **Security**: Offer a superior level of security with Secure Socket Layer (SSL) encryption, strong authentication with digital certificates and speed to conduct real time bidding over the Internet. The system to support creation of Administrative hierarchy, using adequately secured passwords with digital signatures.

11. **Compliance**: The Software services should be compatible with PKI transaction so as to ensure secure and authenticated access and transactions which are in conformity with the Information Technology(IT) Act 2000 and any further amendments issued by the Government of India (GoI). Provision of handling International trade without DSC but in secure manner should also be available.

12. **Availability**: To ensure full availability of the application during working hours, alternative facilities should be provided in case exception in live environment.

13. **Risk Management:** System with comprehensive contract management to take care of the risk associated with defaults from buyer or seller side. The system should be capable for risk assessment using past history by electronic capturing of details like EMD, bid history, winner list, quantity awarded etc.

14. **Efficient Price determination:** To determine price through wider participation from across the country/globe, healthy competition and transparent technology enabled negotiation mechanism complying government guidelines.

15. **Relevant to Dynamic Market & Add value to the trade:** System in establishing backward and forward linkages in the value chain and bring more value with transparency to the transaction which is relevant in changing approach of various Governments Globally and dynamic market scenario.

16. **Gateway to Global Trade:** System to have capability to handle domestic as well as International trade in transparent, faster and simpler manner.

17. **Warehouse & Logistic Management system:** System to have warehouse & Logistic management capabilities. It shall also have provision for integration with third-party logistics tracking system.

18. **Invoicing & Settlement:** To enable seller to raise invoice/debit/credit note, receive/make payment and settle the complete transaction through system**.**

19. **International/Global E-Marketplace (e-IGEM):** The portal eventually should become a International G2B/B2G/G2G/B2B e-marketplace and create its niche in the global market with continuous improvement ahead of competition. It shall have capability to trade freely as well as where ever required to comply to all government Sale/Purchase related guideline. Portal should be able to facilitate to promote best of the Indian Suppliers & surplus commodities/products (with unique specialities like Temi Tea from organic state Sikkim) to various buyers in the Global Market. It should also be able to facilitate Global Suppliers of priority commodities/items to cater to Indian Market, to support demand-supply gap as well as assist governments to

undertake market intervention activities in fast & efficient manner by value chain engineering.

1.4 Roles and Responsibilities

Table below shows the roles and responsibilities that are required to be carried out by The State Trading Corporation and Selected Technology Enabler for successful execution of the project.

S. No.	Roles and Responsibilities	STC	Technology Enabler
1	Ownership of e-Commerce Platform build & customized for the first 5 years	√	√
2	Ownership of e-Commerce Platform build & customized for STC after 5 years	√	
3	Marketing and promotion of e-Commerce Services to various for various Government/Non-Government customers of STC.	√	√
4	Application Demos, Product Presentations, Event management, Designing Digital Marketing Strategy for promotion of platform & Search engine optimization		√
5	Hardware, Hardware Management (Web servers, Application Servers, Database Servers, Anti-Virus etc.)		√
6	Server Software's like OS etc.		√
7	Data Centre management and hosting services		√
8	e-Commerce platform Software		√
9	Project Management	√	√
10	Implementation of e-Commerce Software		√
11	Customization of application server as per client requirement		√
12	Training and Helpdesk		√
13	Training facilities and Infrastructure provision		√
14	Training to STC officers		√
15	Provision of Software user manuals		√

| 16 | Changes and Bug fixing | | √ | |

S. No.	Roles and Responsibilities	STC	Technology Enabler
17	Payment gateway integration management		√
18	Application third party audit (if required)	√	
19	Obtaining STQC certification for the proposed platform (including Hosting Environment) on regular intervals and/or for compliance with any statuary requirement.		√
20	O&M of e-commerce system post five years shall be at sole discretion of STC on mutually agreed terms and conditions		√

1.5 Implementation Timelines

S/N	Activity/Task/ Milestones	Time to Completion (in Weeks**)
1	Project Start	T
2	Requirements Study including Study of As-Is & preparation of To-Be Workflow processes and Submission of System Requirement Specification (SRS)	T+4
3	Customization & Testing of e-Commerce Software Application and Presentation of Portal Prototype (Desktop and Mobile versions)	T+10
4	Hosting of customized application	T+12
5	Preparation of FAQ document, Operationalization of Help Desk, Deployment of modules (including Training to STC officials).	T+12
6	Pilot run and stabilization phase.	T+14
7	Go-Live Date. (launch of Desktop & Mobile website of portal)	T+16 "G"
8	Overall portal operations & maintenance(O&M), upgrade, customization and helpdesk centre support	G + 5 years

| | | | |

'T' refers to project start date and G refers to Go-Live date. This should start immediately from LOI (Letter of Intent) date. The above implementation timeline shall be applicable for initial modules as defined in the RFP except mobile application and marketplace. A timeline for implementation of mobile application apart from marketplace will be T+24. STC may consider time extension on the request of the selected Bidder. The time line for implementation of e-Marketplace including its mobile application will be T+48 for which bidder will be required to submit separate Project plan along with the proposal. O&M Phase will start from the final project signoff and will last for five (5) years.

The aforesaid timelines should be strictly adhered to the given schedules; otherwise it may lead to forfeiture of performance Bank guarantee submitted by successful bidder.

Any subsequent customization/upgrade/addition of further modules as per customer requirement shall be implemented by the successful service provider on back-to-back basis as per the deadlines & SLA defined by them to STC in consultation with ASP.

Part II: Instructions to Bidders

2.1 BOT Model Requirements

Through this RFP, The State Trading Corporation (STC), hereinafter referred to as owner intends to appoint a Technology Enabler for e-Commerce services on **Build Operate and Transfer (BOT) basis**. Through Managed services, STC intends to offload IT operations related with E-Commerce to a Technology Enabler, hereinafter referred to an *Application Service Provider (ASP)*. The application service provider assumes on-going responsibility for monitoring, managing and/or problem resolution for e-Commerce IT systems and functions on STC's behalf.

The ASP is required to provide e-Commerce as a Platform and service to STC, in which he will Build and Operate for five (5) years.

ASP shall handle the proposed e-Commerce system and shall do all necessary changes, up-gradations and customisations required time to time during the entire engagement term. ASP shall also be responsible for the hosting and uptime of the system and to ensure availability of best fit hardware and software accordingly.

The ownership of STC's e-Commerce System along with all upgrades/customization has to be transferred to STC at the end of the engagement term as stipulated in the RFP agreement. The transfer shall include the up and running e-commerce system, latest source code and complete data collected by the system in five years. After Technology Transfer, ASP should provide technology support and hosting of the system beyond 5 years in its data centre at STC's discretion. During Technology Transfer, if STC require the system to be relocated to another data centre of its choice then ASP should transfer and run the system successfully on the necessary infrastructure provided by datacentre under managed services and then hand over the control to STC. Cost associated with managed services and required rentals will be borne by STC beyond 5 years.

The offered Platform should include the modules like Centralized Registration of suppliers & buyers, Indent management, e-procurement, e-Auction, product catalogue management, risk management, e-Payments & Settlement, Accounting and MIS, Logistic & Warehouse Management, Marketplace which may be used by various Government/Non-Government customers of STC. The offered Platform will also be used by STC for its routine activities relating to associate empanelment & relationship management, physical trading, bidding process etc. Users for the Platform can be employees of STC, auditors, end users of Govt. departments/organizations, participating/ prospective vendors and customers of STC.

The entire activities like developing e-Commerce Platform, upgrades/customization, maintenance, operations, payment gateway integration, on-going training to STC/end customer departments& bidders would be undertaken by the ASP along with Helpdesk services for using the e-Commerce system. The selected ASP needs to bear the entire operational expenditure for the project for five (5) years.

Build: ASP needs to build e-Commerce system comprising of Centralized Registration of Associates, e-tendering, e-Auction, mobile app etc. for STC.

Operate: ASP will operate and maintain e-Commerce system for five (5) years.

Transfer: Initial contract period shall be for five years. After the completion of contract period, ASP shall transfer ownership to e-Commerce system along with complete updated source code, and all past data collected by the system to STC. STC may ask ASP to provide O&M beyond 5 years and to host the system for further tenure or may ask to transfer and host the system to any other data center with all required software, hardware and services.

ASP will be responsible of building/customization, implementation, maintain and support of e-Commerce platform. ASP will also provide required manpower during support and maintenance of the system.

Further, successful bidder shall upgrade/provide hardware & software from time to time to meet customer's/STC's requirement. All cost towards the same shall be borne by successful bidder.

2.2 Scope of Work

1. Deployment of e-Commerce Platform on Build, Own, Operate and Transfer Model for STC.
2. Provisioning of extended Support Services
3. Deployment of e-Procurement & e-Auction module from Purchase Requisition to Purchase Order module including Spend Analysis on single portal.
4. Deployment of Clock, SMRA, Yankee and other e-Auction module including other variants of e-auction inbuilt in the system and ASP will have to demonstrate during the presentation round.
5. To do digital marketing & Search engine optimization (SEO) to promote the portal globally which shall assist in developing new business avenues through the portal and meeting revenue targets.

General Scope: The Bidder's scope of work shall consist of:

- Project Charter
- Requirement Analysis
- Configuration and Provisioning of Platform
- Integration/Interface Requirements

- Process Validation Test
- Go Live
- Training
- Operation of Platform & Support
- Change Management, Upgrades and Updates
- Transfer of Platform
- Create a Disaster Recovery Site

The ASP shall perform all such work and/or provision all such items, services not specifically mentioned in the scope of work but that can be reasonably inferred as being required for successfully completing requirements of e-Commerce as if such work and/or items were expressly mentioned in the Scope of work.

The ASP shall provide all required equipment, tools and resources which may not be specifically stated herein but may be required to meet the intent of ensuring completeness, maintainability and reliability of the total system covered under this specification.

Project Charter

A Project Blueprint and a detailed Project Plan, indicating all activities with resources required and time schedule will be required to be prepared at the start of the project and submitted to STC for approval.

Requirement Analysis & Customization

ASP shall carry out Requirement Analysis with respect to processes and requirements of STC. ASP shall customize and configure the software suitably for demonstrating STC's Technical and Functional requirements and shall make the application ready for Proof of Concept maximum within three weeks from LOI date by STC.

Additionally, ASP shall carry out Requirement Analysis & Customization to meet Technical and Functional requirements of end customer as and when required. Delivery of Proof of Concept in such cases shall be on Back-Back basis.

Design, Configuration and Provisioning of Platform

ASP will have to submit design specification of software and hardware solution along with the technical bid. Specification of User Interface design and Integration design shall be submitted as per project plan from time to time during implementation. ASP shall be responsible for Installation of e-Commerce Platform and Configuration management of the system.

The ASP shall have provision which covers the following:

- Functional, Technical and Security Requirements as detailed in **Part IV: Terms of Reference** of this document.
- Any special tools, software for implementation, Data Migration, testing etc. shall be part of the offered Platform.

Integration/Interface Requirements

The implementation of the offered e-Commerce Platform shall be required to be integrated with payment gateway for electronic payment through web towards the Bidder Registration, tender fees, earnest money and security money etc. with all security standards in place and the Bidder shall facilitate the integration with STC/end customer system as per requirements. The e-Commerce platform must be integrated with the payment gateway & should allow bidders to remit the funds via NEFT /RTGS. The bidder should be able to make the EMD & document fees payment online. Also, it should have a provision to get EMD automatically refunded via NEFT to his/her account for the unsuccessful bidders.

Process Validation Test

Once the Platform is configured and provisioned as per STC/end customer requirements, ASP shall conduct comprehensive testing of the platform including System, Functional, Load, and security test etc. ASP shall follow test management system and submit the test cases along with report of testing conducted on the platform for UAT. Testing report will be reviewed and a sample case will be tested for the entire process of e-Commerce & subsequent customization/upgrade for UAT.

Go Live

The Platform shall be rolled out for operation & shall Go-Live after successful Process Validation Test as per timelines given by STC/end customer on Back-To-Back basis. UAT shall be done by nominated officials of STC/end customer.

Rights & Domain

All Rights for the platform developed under this RFP shall be reserved with STC. ASP will have to deploy the platform in domain given by STC. ASP may have to deploy customer wise customized platform under sub-domain of main domain or in special cases, may have to deploy customized platform under separate domain as well based on requirement of end customer.

Training Scope

ASP shall train STC officers/end customers/vendors on the e-Commerce system. The training shall be provided in class room supported by e-learning tutorials. STC shall identify those who are to be trained. Training of STC officers shall be conducted in STC premises. All training related arrangements shall be made by ASP including training manuals. ASP shall organize interactive webminar on regular basis for training to Suppliers. ASP shall be responsible for meeting all training related requirement of end customer as well.

The training is given mainly to accustom the users and Associates on the e-Commerce platform.

Operation of Platform & Support

ASP shall support and maintain all the software deployed as Platform for five (5) years from Go Live. The O&M period can be further extended on or before the expiration of the contract on mutually agreed terms & conditions with the consent of both Parties.

During this period, ASP shall be responsible for carrying out following activities:

- Operation planning and defining related policies & procedures for smooth operations.
- Provide/implement upgrades, updates & patches of the products as and when released after STC's clearance.
- 24 x 7 Unlimited Support through telephone/Fax/E-mail.

The responsibilities of the ASP include, but are not limited to, the following:

- The operation support for end-to-end e-Commerce system would be for five **years** starting from the Go-live date.

- The portal must be designed for continuous operation 24 hours a day, 7 days a week with express maintenance windows clearly defined.

- Support for the all system and Associated components of the e-Commerce Platform during 8 AM to 8 PM during all the days through an onsite support team of minimum dedicated two members. The ASP has to suggest the exact requirements to meet the SLAs.

- Ensuring that the system is available as per the prescribed SLAs. The ASP should install/ develop his/her own tools for monitoring the SLAs.

- Re-installations, in the event of system crash/failures.

- Develop Standard Operating Procedures (SOPs)

- Over all monitoring and management of the systems implemented, which includes administration of Networks, UPS and all other services ancillary to these facilities, in compliance with standards and specifications.

- Ensure overall security of the Platform for protection of all the servers and systems implemented for the project.

- Backup of operating system and application as per stipulated policies which will be defined by STC.

- Database Backup shall be taken on regular basis maintaining complete integrity and security of the sensitive information.

- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies. Retention policies shall be defined by STC.

- Performance tuning of the system as may be needed to comply with SLA requirements on a continuous basis.

- Escalation and co-ordination with other Enablers for problem resolution wherever required.

- System administration tasks such as creating and managing users, taking backups etc.

- Whenever a component has to be replaced because of technical, functional, manufacturing or any other problem, it shall be replaced with a component of the same make or higher configuration. If the components are not available same shall be mutually agreed and replaced with appropriate approved components at cost of ASP.

Change Management, Upgrades & Updates

ASP shall be responsible to carry out changes in Platform at no cost to STC for any changes required for functions, processes, rules, improvements or any configuration changes etc. as per requirements of STC/end customer from time to time. Any statutory changes would be required to be done within stipulated time line.

Upgrades and updates of the Platform shall be carried out as and when made available with concurrence of STC.

Transfer of Platform, Handover Management

On completion/closure of Build & Operate part of the contract, with no cost to STC, the ASP shall handover the rights of the Platform, and "Procure" latest and best fit servers as per the load statistics at that point of time along with software licenses required to run the system for STC at no additional cost. On transfer, STC shall have rights to use, modify or change source code of the e-Commerce Platform.

STC will have full right to use, change, modify, customize the e-commerce platform developed / customized for STC. ASP will provide latest source code of system customized for STC to STC. STC will not sale / transfer the e-commerce to any other organization. IPR of the core application will remain with the ASP.

ASP shall start handover after fourth year i.e. one year in advance of completion of contract. ASP will train minimum 30 persons from STC around know how of the system. Following team (but not limited to) will be involved in transfer of knowledge.

1. Project Manager
2. Software Team
3. Database Team
4. Database Administrator
5. System Administrator
6. Infrastructure Team
7. Auction Creation Team
8. Auction management Team
9. Helpdesk Team
10. Trainer

Documentation

ASP will provide on-going product information for reference purposes and facilitating self-learning of STC personnel and end customer if required. Key aspects that are required to be covered are:

Product & helpdesk Documentation: Product Documentation in hard copy to be supplied along with licenses and shall include User manuals, System administrator manuals.

Feature	Requirement
User Manual	ASP shall provide user manuals that provide a functional description of all the facilities <u>which must also be available online.</u>
Technical Manual	ASP shall provide technical manuals that provide the procedures for system configuration, parameter configuration, system fine turning, security configuration any other configuration and system installation and management information.
Helpdesk Manual	ASP shall provide helpdesk manual including Frequently asked questions (FAQ). FAQs shall be available on portal suitably as well.

Operational Guarantees

Process Operations Response Times & uptime: Sizing and capability of the Platform and Hardware deployed shall be such that the Platform is able to deliver the Web Page or screen output at the Server end within 5 seconds of query or request submission. Platform should have 99.7% uptime and ASP should make necessary arrangements to maintain the same.

Compliance to Guidelines

Bidder's Platform must comply with guidelines of CVC/DIT/ GFR/ GIGW/World Bank procurement guidelines or any other guidelines of GOI issued from time to time.

Standardisation, Testing and Quality Certification (STQC & Security Audit Certification

Obtaining STQC certification for the proposed platform (including Hosting Environment, Network and Applications etc.) on regular intervals and/or for compliance with any statuary requirement.

The complete e-Commerce Platform and IT Infrastructure including Hardware, Software, Network and Hosting Environment etc should be STQC certified for entire duration of the Contract. Hosting Environment (Data centre) shall also undergo security audit certification. All cost relating to obtaining such STQC & other necessary certifications shall be borne by Successful bidder.

Business review & Forecasting

The ASP will have to submit market survey, business planning & forecast report on quarterly basis. The Business review meetings would be conducted by STC on monthly/as & when required basis along with ASP for strategy formulation, goals achieved etc.

ASP shall bring the existing members (buyer/seller) with him on STC's e-Commerce Platform. However, the process of on boarding of ASP's existing vendors onto STC's portal will be defined by STC subsequently.

ASP shall also be responsible for encouraging associate enrolment and business development.

2.3 Eligibility Criteria

Only those bidders who meet the criteria specified below will be eligible to respond to this RFP. The pre-qualification criteria for the participating bidders are as given below:

    i The Bidder must be a company registered under the Indian Companies Act.

ii The Bidder should have been in operation for at least five years as on 31st March 2016 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India. The bidder must be providing IT/ ICT/ ITeS/e-Commerce/e-Auction and should have offices in multiple locations in India.

iii The Bidder shall have annual turnover of Rs. 20 Crore (revenue) during any one of the last 3 financial years ending 31st March 2016.

iv The bidder is required to submit an undertaking that in case of being a successful bidder, latest credit rating report from a recognized credit rating agency like D&B/Crisil/ICRA/Moody's etc. shall be submitted before signing of the agreement.

v Bidder shall be a profit making company at least in one financial year out of the last three financial years ending 31st March 2016 as evidenced by the audited/certified accounts of the company.

vi Bidder shall have a net worth of Rs. 10 Crore as evidenced in financial years ending 31st March 2016.

vii The e-Commerce solution proposed by the Bidder must have a proven record of implementation in at least 03 organizations in any of the previous three financial years and must be necessarily web based with all necessary security features. ;

viii Bidder should have their own e-Commerce system along with hosting infrastructure (System hosted on cloud/Third party Data Centre is permissible)." Successful Bidder shall obtain STQC certification as per available Government guidelines at that point of time within six months. However necessary security certification of the application shall be obtained before go-live. The Certificates shall be renewed from time to time during currency of contract at no cost to STC.

ix Bidder should have the IPR (Intellectual Property Right) /Ownership of the Proposed e-Commerce system.

Only those bidders who meet the eligibility criteria specified above will be eligible to respond to this RFP. The bidder's eligibility proposal shall contain the relevant information & supporting documents (as specified in Section 2.8 below against each criteria) to substantiate the eligibility of the bidder vis-à-vis the eligibility criteria.

Bids by consortiums shall not be permitted.

Disqualifications

The bidder would be disqualified at any time during the bid process at the sole discretion of STC, for the following reasons:

i.   Submitted the bid after the response deadline;

ii. Made misleading or false representations or suppressed relevant information in the bid proposal (including documents, forms, statements, attachments, presentations, etc.) submitted as proof of the eligibility requirements or as part of their proposal;

iii. Failure in meeting any of the eligibility criteria as mentioned in section 2.3.

iv. Submitted a proposal that is not accompanied by required fee / deposit money as necessary;

v.   Failed to provide clarifications, non-responsive and/or substantive responses, when sought;

2.4 Bid Processing

2.4.1 General Information

i   The bid process involves a two-stage evaluation namely, Technical bid followed by the evaluation of the Financial bid.

ii   The bidder shall submit only one Proposal (also referred to as bid response or bid documents herein)

iii Proposal should be in the specified format in English Language

iv   The Bidder is not permitted to modify, substitute or withdraw their Proposal after submission

v   Bid should be valid for a period of **180 days** from the date of opening of bids.

vi   The original Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be attested by the person or persons who sign(s) the Proposals.

vii An authorized representative of the bidder should sign on all the pages of the Proposal. The representative's authorization should be confirmed by a written **Board Resolution** accompanying the Proposal.

viii Bidders should specify all required details in Financial Bid both in number as well as words. If there is a discrepancy between words and figures, the quote in words shall prevail.

ix During this period of the bid validity, the bidder is expected to keep available the key team of professionals proposed for the assignment. STC will make its best effort to complete evaluation process within this period.

x STC may ask for further extension regarding validity of the bids which may be accepted or rejected by the bidder.

xi STC reserves the right to accept or reject any bid, and to annul the bid process and reject all bids any time at its discretion without assigning any reason for the same prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Decision of STC would be final and binding on the all bidders. All direct or indirect cost associated with the preparation of the proposal, presentations, evaluations, finalization of the contract, including visits to the Client, are not reimbursable. STC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

xii The bid shall be neatly arranged, and typewritten on white paper with consecutively numbered page. It should not contain any terms and conditions, which are not applicable to the bid.

xiii The bid and all details submitted by the Bidder subsequently shall be signed and stamped on each page in token of acceptance by a person, legally authorized to enter into agreement on behalf of the Bidder. Corrections/alteration, if any, shall also be signed by the same person. Bidder shall submit Board Resolution in favour of the person who signs the bid and subsequent submissions on behalf of the Bidder.

xiv Bidders may regularly visit STC website for any information / clarification / addendum / corrigendum etc. related to this RFP, processing of bids received, award of job, etc. STC shall not be liable to send any individual information or publish a public notice for any further information regarding this RFP.

2.4.2 Proposal Submission

I. Bids on company's letter head have to be mandatorily submitted in electronic mode through e-Procurement Portal of NIC (eprocure.gov.in/eprocure.)

II. For submission of bids electronically, bidders are required to get themselves registered with eprocure.gov.in website using Class II / Class III Digital Signature Certificate and must comply with NIC Terms and Conditions.

III. Covering letter only on bidder's letter head (as per section 5.1) and Financial bid (as per section 5.3) are to be submitted electronically as technical & Financial bid.

IV. Technical- bid along with Original Covering Letter on company's letter head along with other required documents, viz technical bid as per section 5.2along with complete set of tender& corrigendum document duly signed and stamped on each page as a token of acceptance of all terms and conditions must reach STC in Physical form in a sealed envelope. This envelope/ Technical bid has to be submitted in the tender box placed at reception of STC office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi-110001 before closing date and time of bid submission. This envelope should be superscribed with tender No., date, Item description, Name & address of bidder and the date of tender opening. No oral, telephonic, fax, telegraphic or email offers will be entertained".

V. Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of e-procurement portal). STC will not be responsible for any delay or the difficulties encountered during the submission of bids at the eleventh hour due to any technical or other problems.

For any queries relating to the process of online bid submission or queries relating to E-Procurement Portal (eprocure.gov.in), the bidders may contact CPP Portal Helpdesk on Tel nos.- 0120-4200462, 0120-4001002 and 91-8826246593.

2.4.3Bid Opening

i The bids received within the specified deadline would be opened at the specified date and time as indicated.

ii Bids that do not contain necessary tender document fees or bid security amount (Earnest money) or which have substantive material deficiencies shall be summarily rejected upon opening.

iii Bids received after the deadline (i.e. late bids) shall be returned unopened to the respective bidder.

2.4.4 Bid Clarifications & Presentations

i. During evaluation of the bids, the bidder may be requested for clarification on their bid. STC may ask for any additional supporting documents. Such clarifications/supporting documents are to be provided in writing and would need to be substantive. Non-substantive and non-responsiveness on the part of the bidder may lead to disqualification of bidder.

ii. Bidder will be called upon with prior notice to make presentations as per the time frame specified, to support proposal evaluation. This is only to enumerate and seek clarifications on the submissions made by the bidder in their proposal. No new material or deviations from proposal would be entertained during this process.

iii. Information provided by bidder through clarifications and/or presentations shall be taken into account for proposal evaluation.

2.4.5 Confidentiality

Information relating to the examination, clarification and comparison of the bids and recommendations for the award of the project shall not be disclosed to bidders or any other persons until the award to the successful bidder has been announced.

2.4.6 Earnest Money Deposit

i **Earnest Money Deposit**: The proposal must be accompanied by earnest money deposit of **Rupees Ten Lacs (Rs. 10, 00,000)** in the form of Demand Draft favouring The **State Trading Corporation, payable at New Delhi** without which the proposal will be rejected out rightly. Earnest money deposit will not be accepted in cash or any other manner. No interest is payable on the amount of E.M.D.

ii The Earnest money deposit will be refunded or returned (along with necessary endorsement for payment) to the bidders whose offers are not accepted by STC within two months from date of opening of financial bid. However, for the successful bidder, the Earnest money deposit so submitted will be refunded on submission of Bank guarantee

iii Non-acceptance of an award resulting from this bid process would entail forfeiture of the Earnest Money Deposit.

2.4.7 Bid Document Fee

The Bidders shall submit the Bid document fees amounting **Rupees Twenty Five Thousand (Rs. 25,000)** in the form of Demand Draft/Pay order from any Scheduled Commercial bank in India favouring The **State Trading Corporation, payable at New Delhi**. The cost of RFP documents is non-refundable.

2.5 Clarifications

i   The purpose of the clarification is to re-validate the Technical Proposal to ensure that the bidder's proposal adequately satisfies the objectives of the proposed engagement. The aim is to reach agreement on all points before signing the contract. However, there will not be any change in scope of work as defined in the RFP.

ii   The selected bidder will work out in consultation with the STC, the details related to the Terms of Reference, staffing and work-plan indicating activities, logistics, and reporting. The agreed work plan and final Terms of Reference will together form part of the contract.

iii   Special attention will be paid to optimizing the required outputs from the selected bidder and to clearly define the inputs required from the STC to ensure that the proposed engagement can be effectively supported.

iv   The clarification will be the part of the contract.

v   If the clarifications are not in order, STC will be free to invite the bidder with the second highest score as per bid evaluation.

vi   Finalization of the contract will be in accordance with the procedure/instruction/rules of Government of India prevalent at that time.

2.6 Award

i   The contract will be awarded to the bidder who has quoted/offered his lowest revenue sharing and is L-1.

Note: Base reserve revenue sharing by STC with the bidder is 50%. However, work will be allotted to the bidder who has quoted minimum revenue to be shared by STC with him.

ii   Prior to expiration of the period of bid validity, STC will notify the successful bidder in writing, that their proposal has been accepted.

iii   The successful bidder shall furnish Performance Bank Guarantee as per format given

(Ref. section 5.5 of tender document) within 15 days from date of issue of LOI.

iv   Contract agreement will be in line with the tender terms and condition

v   After the contract is formalized with the successful bidder and STC, STC will promptly notify other bidders that they were unsuccessful and return their bid Security Deposit (Earnest Money Deposit).

vi   Failure of the successful bidder to accept the correction of the errors as specified herein OR to sign the contract OR wilful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the STC may choose to award the work to the next highest scoring bidder or call for fresh bids.

2.7 Bid Evaluation

2.7.1 Preliminary Scrutiny

This consists of two steps:

i   Assessment of the eligibility criteria will be done to determine whether the proposal submitted conforms to all mandatory criteria specified to merit further evaluation. These would include:-

a.   Certificate of incorporation and commencement of the operations of the bidder's company;

b.   Copies of audited/Certified balance sheet for the required for previous three financial years i.e. 20113-14, 2014-15 and 2015-16

c.   Copies of the ITR filed for the last 3 years

d.   Certificate from statutory auditors in support of the turnover, profit, net worth of the bidder company;

e.   Copies of statutory registrations such as PAN, Service Tax Number, CIN number, etc.

f.   e-Commerce solution Implementation experience certificate issued by at least 03 large organizations in any of the previous three financial years and must be necessarily web based with all necessary security features.

g.   Certificate of IPR (Intellectual Property Right) /Ownership of the Proposed e-Commerce system.

h. A valid STQC certification for proposed e-commerce/market systems on the date of submission of this RFP.

i. Copies of documents should be self certified where applicable;

j. Self declaration regarding not blacklisted as per section 5.8.

k. Board Resolution in original duly authorizing the person who signs the bid and subsequent submissions on behalf of the Bidder

l. Satisfactory Credit Rating Report of reputed Credit Rating Agency

Prior to the detailed evaluation, STC will determine the substantial responsiveness of each proposal. A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. STC will not allow any corrections or re-submissions in case of nonconformities.

Bids not conforming to such preliminary requirements will be summarily rejected.

Should there be any nonconformity or irregularity in a bid, which does not constitute a material deviation, a view may be taken by the STC to provide necessary waivers, if deemed necessary and appropriate. The decision of STC in this matter shall be final and binding on all bidders.

2.7.2 Evaluation of Technical Bid

i   Criteria for evaluation of technical bids have been specified in Section 2.8 of this document.

ii It may be observed that parameters used for evaluation of technical bids will *inter alia* be based on the nature and relevance of past experience, project approach, work plan and the professional/expert team deployed in relation to the requirements of this engagement.

iii All the bidders who secure a Technical Score of 75 or more will be declared as technically qualified.

iv The commercial bids of only the technically qualified bidders will be opened for further processing.

2.7.3 Evaluation of Financial Bid

i   The Financial Bids of the technically qualified bidders will be opened on a the prescribed date in the presence of bidder representatives

ii   Financial bids will be assessed on (L1) basis as per Financial bid format (ref. Sec. V. 5.3).

Note: Base reserve revenue sharing by STC with the bidder is 50%. However, work will be allotted to the bidder who has quoted minimum revenue to be shared by STC with him.

iii   The bid will include all taxes and levies.

iv   Reference currency will be Indian Rupees.

2.8 Scoring Pattern

Scoring of the Technical Bid will be carried out as follows:

S. No.	Criteria	Maximum Score
1.	**Bidder details**	**20**
1.1	Total number of years of existence in e-commerce business • 4 years to less than 5 years - 5 mark • 5years to less than 7 years - 7 mark • 7 years or more - 10 marks	10
1.2	A SEI –CMMi Level of Company • Level 3- 3 marks • Level 5 – 5 marks	**5**
1.3	ISO 9001 or equivalent and ISO 27001 or equivalent certified company.	**5**
2	**Experience with similar scope of work during the last five years as on tender closing date.**	**50**
2.1	Experience of conducting auctions for various commodities/products/services and must have substantial auction handling experience • Yearly Upto 10000 Auctions 7 Marks • Yearly 10001 to 20000 Auctions 10 Marks • Yearly 20001 to 30000 Auction 12 Marks • Yearly 30001 + Auctions 15 marks	**15**
2.2	Value of Transactions from auctions of various Commodities**/products/services** in any of last three preceding years: • Rs. Rs. 5,000 Crore 5 Marks • Rs. 5,000 + to 15,000 Crore 7.5 Marks • Rs 15,000+ Crore 10 Marks	**10**
2.3	Experience of conducting e-Auctions**/**e-procurement/e-tender/e-marketplace operations for commodities :	**8**

	• Agriculture/ Agrochemicals/Fertilizers • Forest Produces • Minerals/Metals / Scrap • Precious Metal/Others (2 marks for each category)		
2.4	Experience of conducting e-Auctions for different commodities/products/services: • 10 nos. 2 marks • 11-15 nos. 4 marks • 16-20 nos. 6 marks • More than 20 nos. 8 marks	**8**	
2.5	Vendor Enlistment Experience: Certificates demonstrating experience of Vendor enlistment system - (2 Marks)	**2**	
2.6	No. Of Vendors already registered with the bidder for e-commerce – commodity business : • 1000 to less than 2000 1 marks • 2000 to less than 3000 2 marks • 3000 to less than 4000 3 marks • 4000 to less than 5000 4 marks • More than 5000 5 marks	**5**	
2.7	Demonstrating experience of Integration of its Solution with Third Party Systems - (2 Marks)	**2**	
3	**Technical Presentation and Demonstration**	**20**	
3.1	• Background of the Bidder 2 marks • Clarity of Understanding of the Project requirements & risks and Walk-through of the proposal in the presentation 2 marks • Approach and Methodology and Detailed explanation of overall project plan 2 marks • Solution Architecture 2 marks • Security Architecture 2 marks • Data Centre Certification (1 mark for Tier Two and 2 marks for Tier Three and above) • Application Credentials 2 marks • Relevant Experience along with Online Demonstration of the proposed products 2 marks • Turnkey Project Implemented 2 marks • Efficient& clear Technology Transfer strategy plan for sustainability of system beyond five years 2 marks		
4	**Curriculum Vitae (for 5 human resources to be deployed for longest period during implementation)**	**10**	
4.1	Qualification(For each resource subject to maximum of 5 resources) • Post Graduate (Mtech/MS/MBA or equivalent): 1 Mark • Graduate (BE/BTech and equivalent): 0.5 Mark • Specialized Professional Qualification (such as CA, PMP, Prince2): 0.8 Mark	5	
4.2	Experience (For each resource considered under 4.1 subject to	5	

	maximum of 5 resources)	
	• 2 years to less than 4 years: 0.5 Mark	
	• 4years to less than 8 years: 0.8 Mark	
	• 8 years or more: 1 Mark	
	TOTAL	**100**

Following shall be kept in view while evaluating the Technical Bid:

Criteria 3 Technical Presentation and Demonstration

Bidder will be awarded marks on the basis of Technical Presentation and Demonstration made by the bidder.

Criteria 4 Curriculum Vitae

4.1 **Qualifications of Human Resources**

Bidder will be awarded marks on the basis of the Qualification of the five resources to be deployed for the longest period during project implementation phase (not the handholding or the maintenance and support phase).

4.2 **Experience of Human Resources**

Bidder will be awarded marks on the basis of the experience of the five resources considered in criterion 4.1 to be deployed for the longest period during project implementation(not the handholding or the maintenance and support phase).

Sum of scores for individual CVs (up to a maximum of five) will be the final score for this criterion.

2.9 Award of Contract

Award Criteria

STC shall award the Contract to the Technically Qualified Bidder who is L1 i.e. who has quoted the lowest revenue to be shared by STC with ASP (In case of tie, the bidder with higher technical score will be awarded the Contract).

Notification and Acceptance of Award

STC will issue Letter of Intent (LOI) to the successful bidder notifying it of acceptance of Bid. The Bidder shall send acknowledgment and acceptance of LOI within 7 days.

Until a formal Contract is prepared and executed, the notification and acceptance of Award shall constitute a binding Contract between STC and the successful bidder.

Furnishing Performance Security and Signing of Contract

The successful bidder shall, within fifteen (15) days of the issue of LOI, provide an irrevocable Performance Bank Guarantee (PBG) of Rupees Fifty (50) lacs in favour of The State Trading Corporation of India Ltd. in the format prescribed in this RFP from a

Nationalized/Scheduled Bank. The performance guarantee shall be valid for a period of six {contract tenure of five(5) years plus one (1) year} years from contract date.

Failure of the successful Bidder to submit the Performance Security within the permitted time period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event STC may either award the work to the next higher Bidder(s) or call for new bids.

After the Performance Security is received by STC, it will enter into a formal Contract with the successful bidder detailing obligations of both the parties in the format prescribed in this RFP.

The selected bidder will be required to provide additional PBG of reasonable value on back-to-back basis in case STC is required to submit Performance Bank Guarantee for entering into contract with end customer.

2.10 Conditions Governing Receipt and Opening of Proposals

i   The Financial Proposal should only quote required details without any condition or qualification whatsoever and should include all taxes, duties, fees, levies and other charges levied by Central & State, as may be applicable in relation to activities proposed to be carried out.

ii The Bid should be prepared by the Bidder and shall be submitted in two parts viz. PART- I & Part-II

iii All Bidders are required to submit their bids in TWO BID SYSTEM as "Technical Bid" as Part –I and "Price Bid" as Part –II in electronic mode on e-procurement portal of NIC i.e. website www.eprocure.gov.in/eprocure. Scanned copies (in pdf format) of Covering letter only on bidder's letter head (as per Section 5.1) shall be submitted electronically as technical bid and Price Bid along with covering letter (as per section 5.3) shall be submitted electronically. However, documents mentioned at section .5.2 shall be submitted in physical mode in a sealed envelope and have to be deposited in tender box kept at STC New Delhi before closing time and date.

Part-I - comprising of all required documents as listed in section .5.2 relating to Technical Bid only including following and should be put in sealed envelope and shall be submitted to STC super scribing the following things on the envelope:

> **Name of Bidder:** _____
>
> **Tender No.:STC/E-COMMERCE/2016-17**
>
> **Name of Job: RFP for Providing e-Commerce Platform**

The Technical offer shall contain required Functional Specification, IT Infrastructure details and any other technical details bidders would like to inform STC on the subject job.

a. DD for Rs 25,000 (INR Twenty Five Thousand only) in favour of The S.T.C. of India Limited payable at New Delhi on account of Tender Document Fee.

b. EMD of Rs 10, 00,000/- (INR Ten Lakhs) in the form of Demand Draft.

c. All documents of the tender duly Signed & Stamped by the bidder on all the pages should be enclosed in Envelope 1.

d. Pre Qualification Criteria (PQC) documents

e. Technical & Commercial deviations, if any. These shall be indicated in EXHIBIT- E-1 ONLY.

PART – II - shall comprise of the following documents and should be submitted electronically. Bid shall be completed in all aspects mentioned in the tender document and shall be signed &stamped on each page. The quote shall be written in figures & words as per the instructions in the tender document.

Notes:

i   Instructions in bidding documents should be strictly followed. No deviation shall be stipulated in Financial Bid. Any condition, mentioned in Financial bid by the bidder, shall be treated as null and void and the bid shall be liable for rejection.

ii   Bidder shall note that price changes against Technical / Commercial clarifications, in line with terms and conditions of Bidding Documents are not allowed, unless otherwise specifically asked for. In case any bidder gives unsolicited revised price/price implications against such clarifications, their bid(s) shall be liable for rejection.

EXHIBIT - 'E1'

EXCEPTIONS AND DEVIATIONS

SL.NO.	REF OF BID DOCUMENT		SUBJECT	DEVIATIONS
	PAGE NO	**CLAUSE NO.**		

SIGNATURE OF BIDDER: _____

NAME OF BIDDER   : _____

COMPANY SEAL   : _____

SUB.: EXHIBIT - 'E2' FOR COMPLIANCE TO BID REQUIREMENT

NAME OF BIDDER   **: M/s**

NAME OF WORK   **:** Request for Proposal (RFP) for developing e-Commerce Platform for various Government/Non-Government customers of STC (BOT basis)

BIDDING DOCUMENT No. : STC/E-COMMERCE/2016-17

We confirm that our bid complies with the total techno-commercial requirement of Bidding Document without any deviation.

SIGNATURE OF BIDDER ; _____

NAME OF BIDDER   :_____

Part III: Contractual Clauses

The Contract Agreement for this engagement would contain the following key clauses:-

3.1 Term of Contract

This will include the period required to roll-out the services and **Five years** of contract period as specified in the terms of reference.

3.2 Termination

i Normal termination of the contract would happen at the end of validity of contract.

ii Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of material breach of the terms of the contract.

3.3 Effects of Termination

3.3.1 Due to Default

STC reserves the right to cancel the Work Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the ASP if:

a. ASP fails to comply with the terms of Work Order as assigned by the STC.

b. Fail to rectify defect/bugs after being granted a reasonable cure-period to rectify by STC/end customer

c. If ASP fails to perform any other obligation(s) under this Contract.

The Bidder shall continue the performance of the contract to the extent not terminated by STC. .STC in such events will be entitled to appoint other ASP.

In all above cases, No claim/ compensation shall be considered by STC and STC reserves the right to appoint other ASP from the open market and recover payment made, if any, from the ASP, thereby reserving to itself the right to forfeit the security deposit, if any, placed by the ASP against the contract with STC.

Any loss caused to the STC or to the end customer or any loss of profit due to Non-delivery of service shall be borne by the ASP on back to back basis. Any compensation sought by end customer in such cases shall be borne by ASP on back to back basis.

Any violation may invite imposition of sanctions, which shall include forfeiture of the security deposit, invocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

The provision of this Clause shall not prejudice the right of STC from invoking the provisions of Clause 4.5 of tender document.

In case of termination due to above, Parties may mutually agree upon a transition plan and comply with such a plan. The bidder agrees to extend full cooperation in supporting the transition process.

3.3.2 Due to Insolvency

STC may at any time terminate the Contract by giving written notice to the Bidder, if they become bankrupt or otherwise insolvent. In this event, STC reserves right to invoke/forfeit the Performance Bank Guarantee or forfeit the EMD as per applicable case and termination will be without compensation to the Bidder.

3.4 Undertaking against Fraudulent Practices

In the event of the contractor failing, duly and properly to fulfil or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract, or if the contractor or his agents or servants being guilty of fraud in respect of this contract or any other contract entered into by the contractor or any of his Enablers or representatives thereof with STC directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward, or advantage pecuniary or otherwise to any person, in the employment of STC in any way relating to such officers or person/s or his/her employment or if the contractor or any of his Enablers become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so then without prejudice to STC rights and remedies otherwise, STC shall, be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from open market or otherwise at the contractor's risk and at the absolute discretion of The State Trading Corporation, as regards the manner, place or time of such purchases, such supplies have not been supplied or have been rejected under this agreement or are required subsequently by STC there under and in cases where issues in replacement are made from STC stocks or supplies, the cost or value or such stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to STC.

The termination of this contract in whole or part under these conditions shall not be affected

by the acceptance, meanwhile or subsequently, of supplies accepted or made at any station whether in ignorance of the termination or otherwise.

3.5 Norms Governing Service Delivery

i   Provide necessary performance guarantees by way of Performance bank guarantee of Nationalised Bank in favour of The State Trading Corporation, New Delhi for value of Rs. Fifty Lacs (Rs.50,00,000) in the pro forma prescribed under this agreement.

ii   Contract to be finalized by STC with prospective customer shall be mutually finalized by STC and successful bidder. The agreement of STC with end customer will be applicable to successful bidder on Back-To-Back basis.

iii ASP shall deliver the services in a professional manner, commensurate with accepted industry practices and/or technical standards.

iv ASP shall establish a formal team structure and submit an organizational chart (with contact details) for the same with a designated Project Manager (who will serve as single point of contact)

v   To ensure knowledge continuity, ASP agrees no changes to their key personnel for the duration of the engagement. However, in very exceptional circumstances based on genuine constraints, changes would be permitted with prior written concurrence of STC. All substitutions to be made with person with at least equivalent skills and experience.

vi Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks.

vii Establish the structure and frequency of reporting to STC on the progress of the engagement.

viii Facilitate decisions and proactively support resolution of issues that are pertinent to the scope of this engagement.

3.6 Fees and Payments

3.6.1 For Payment on revenue sharing basis

i   The ASP will be remunerated for the services rendered on revenue sharing basis for e-Commerce Platform as quoted in Financial Bid.

ii   ASP should submit the original Invoices to 'THE S.T.C. OF INDIA LTD.' for processing of payment on monthly basis.

iii Payment will be made to the account of the ASP only after the same is received from End-User/Customer, according to the payment terms. The payments shall be processed by STC after the conditions listed for such payment have been met, and the ASP has submitted an invoice to STC specifying the amount due.

iv ASP shall furnish the details of Bank Account along with the Bid in order to facilitate the release of payments electronically through Electronic Fund Transfer System, wherever technically feasible. These payments shall be made electronically only as per details of bank Account indicated in the contract, wherever technically feasible. In case of any changes to the bank account indicated in the Bidding documents, the ASP shall immediately inform the STC. The ASP shall hold STC harmless and STC shall not be liable for any direct, indirect or consequential loss or damage sustained by the ASP on the account of any error in the information or change in bank details provided to the STC in the prescribed form without intimation to STC duly acknowledged.

v Performance Guarantee (ANX-5.5), Corporate Guarantee (ANX-5.6), Letter of Undertaking (ANX-5.7) and Bank Gurantee releated undertaking (ANX-5.9) etc. shall be submitted after signing of the contract with successful bidder.

vi The ASP should note that the payment shall be released by STC only after receipt of same from end customer.

vii An option to view and download the tender document should be provided without making any payment by the tenderer.

viii Subsequently, Proposal for Revenue sharing from other potential revenue streams if any in future like advertisements on website etc. apart from traditional e-Commerce related activities may also be considered on case to case basis at STC's discretion & will be finalized on mutually agreed terms with successful bidder.

3.7 Taxes and Duties

The price would be inclusive of all taxes, duties, charges and levies as applicable inclusive of Service Tax.

3.8 Audit

All records pertaining to this engagement shall be made available to STC and its authorized agents upon request for verification and/or audit, on the basis of a written request.

3.9 Co-operation by STC

To enable the bidder carry out its obligations under this agreement, STC shall provide timely and convenient access to data, grant or procure necessary consents, approvals, authorizations, clearances related to interaction and communication with external agencies as may be required from time to time and provide feedback within an agreed timeframe, on all requests and queries submitted to by the bidder.

3.10 Data Confidentiality & Intellectual Property Rights

ASP shall exercise utmost care to maintain the required confidentiality and privacy with regard to STC's data and data collected by the system, wherever applicable.

The intellectual property rights held by a Party in any software, product or solution, on the effective date of the Agreement, shall continue to vest with that Party and nothing in this shall be construed to grant or transfer any rights of a Party in the pre-existing intellectual property to the other Party. However, intellectual property in anything developed by the Bidder under this Agreement exclusively for STC, and based on the information or data owned by STC, shall vest with STC.

3.11 Indemnity

The ASP shall indemnify, defend and hold STC and their officers, employees, successors and assigns harmless from and against any and all risk/liabilities/losses arising from the personal injury or claims by third parties including end customer of STC pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by them or its sub-contractors or its Associated agencies or any act, default or omission of any of them in relation to this agreement.

3.12 Force Majeure

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event, provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

3.13 Dispute Resolution

Any dispute or difference whatsoever arising between the parties out of or relating to the the said Contract or its construction, meaning, operation or effect or breach thereof, shall be settled by 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 final & binding on the parties and would be enforced in accordance with the provisions of The Abritration and Conciliation (Amendment)_ Act, 2015.

3.14 Jurisdiction

All action at law or suits arising out of or, in connection with this Purchase Order or the subject matter, thereof shall be instituted in the Court of Competent Jurisdiction situated at New Delhi.

3.15 LIQUIDATED DAMAGES

There shall be a penalty for non-adherence to the time schedule prescribed in section 1.5, unless the delay is shown to be for the reasons beyond the control of the ASP. The ASP will be given an opportunity to explain the delay.

For every week of delay in implementation of the Project, beyond scheduled period of 16 weeks If the delay is beyond 18 weeks, it may lead to forfeiture of performance Bank guarantee/EMD submitted by successful bidder and STC may terminate this Contract and shall be free to get the Project completed from any other source at the risk and cost of the ASP. However STC may consider time extension on the request of the selected bidder. Liquidated Damages clause may hold beyond 18 weeks (in case if extension is sought/given) or as per extended time schedule.

3.16 Performance Penalties

i   ASP has to adhere to the SLA's provided in this RFP at section 4.5.

ii   Recoveries of penalties shall be adjusted against outstanding dues to the bidder or deposited performance bank guarantee.

iii In any case, the extent of penalty shall cover the amount of penalty raised by end customer on STC or the amount payable to the bidder in addition to the forfeiture of the amount of Performance Bank Guarantee which ever is higher.

3.17 Resolution of Unforeseen Situation

Every care has been taken by STC in preparation of this tender by considering and including

various scenario and situation. However, there may arise any unforeseen situation which has not been included in the document. In such a case, each bidder is deemed to have authorized STC to consider such situation as and when it arises or is brought to the notice of STC in a suitable manner considering the scope of work with regards to e-Commerce Platform.

3.18 Draft Contract Form

(To be signed on a stamp paper of Rs. 100/-)

This agreement(hereinafter called the "Agreement") is made on the <<day>> day of <<month>>, 2016

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, heirs and permitted assigns) of ONE PART

AND

M/s *<<name of selected bidder>>*, incorporated in India under the Companies Act and having its registered office at *<<registered office address>> (India)* and place of business at *<<business address of selected bidder>>* (hereinafter referred to as the "**ASP**", which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, heirs and permitted assigns) of the SECOND PART;

WHEREAS **STC** is desirous that the **ASP** should upgrade its Information and Communication Technologies ICT implementation for **STC** (hereinafter referred to as the **Project**).

AND WHEREAS **STC** invited bids from the various e-Commerce organisations for the **Project** vide its RFP No. STC/E-COMMERCE/2016-17 dated XX/06/2016(hereinafter referred to as the **RFP**).

AND WHEREAS the **ASP** is in the business of providing e-commerce services for Information and Communication Technologies ICT implementation projects.

AND WHEREAS the **ASP** has offered to provide services vide its proposal dated <<DD/MM/YYYY>> for the said **Project** in response to **STC's** RFP referred to earlier.

AND WHEREAS **STC** is willing to engage the **ASP** for the said **Project** on the terms and conditions set forth in this **Contract**.

NOW THEREFORE, in consideration of the premises and the covenants set forth in this **Contract**, **STC** and the **ASP** mutually agree and confirm the agreement detailed herein and witnessed as follows:

1.   **DEFINED TERMS**

Capitalized terms shall have the following meanings or the meanings assigned to them in the other clauses of this **Contract**:

"Bid" shall mean the proposal/document dated <<DD/MM/YYYY>> that the ASP submitted in the response to the RFP and any corrigendum/modifications thereto.

"Contract Period" shall mean the period from the date of signing of this **Contract** to completion of maintenance and support phase which shall be for a period of 5 years from the date of Go-Live.

"Party" shall mean **STC** or the **ASP**, as the case may be, and "Parties" shall mean both, **STC** and the **ASP**.

"Sub-Contractors" shall mean the person or legal entity named in this **Contract** undertaking part of the work or any person/ entity to whom a part of **Contract** has been sublet with the consent in writing of **STC** and shall include its heirs, legal representatives, successors and permitted assigns.

"Related Services" shall mean all the services specified in this **Contract** including other related / necessary services that may be required to complete this **Contract**. The definition would also include other related/ancillary services that may be required to execute this **Contract**.

"Goods" shall mean all hardware, software, licenses, networking equipment and/or other equipment accessories and materials that the **ASP** is required to provide under this **Contract**.

"Completion" shall mean the completion of providing of all the Goods and the Related Services by the **ASP** as per the terms and conditions specified in this **Contract**.

"Delivery" shall mean the transfer of the Goods and the delivery of Related Services from the **ASP** to the **STC** and acceptance thereof in accordance with the terms and conditions specified in this **Contract**.

2.   INTERPRETATION

In this **Contract**, unless stated to the contrary, the following shall apply:

- Words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- The clause headings are for convenient reference only;
- Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this **Contract** including any amendments or modifications to the same from time to time;
- A word in the singular includes the plural and a word in the plural includes the singular;
- A word importing a gender includes any other gender;
- A reference to a person includes a partnership or a body corporate;
- A reference to a legislation shall also include any legislation that repeals, replaces or amends that legislation;
- Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

3.   ENTIRE AGREEMENT

The following documents/section of document (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this **Contract** , viz.:

  a. The complete RFP Document with Corrigendum
  b. The Integrity Pact;
  c. ASP's Technical and Financial Bid in response to the RFP;
  d. The Letter of Intent (LOI) to the ASP;
  e. Acceptance of LOI Notification by the ASP
  f. Performance Bank Guarantee;

In the event of any discrepancy or inconsistency within the **Contract** documents, then the documents shall prevail in the order listed above.

 RFP (ANX – XXX), Subsequent corrigendum (ANX – XXX), Bid document of ASP and LOI issued by STC shall become integral part of contract and be accepted by both parties in totality.

This **Contract** contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

Modifications or Variations:

Any modification or variation of the terms and conditions of this **Contract**, as well as any modification or variation in the scope of work, may only be made by a written agreement duly signed by both the Parties.

4.   **SCOPE OF WORK**

The scope of work for the **ASP** under the **Project** will be as per RFP.

5.   **PROJECT IMPLEMENTATION**

The **ASP** is responsible for supply of the Goods and the Related Services as per the Scope of Work given in RFP for satisfactory and successful implementation of the **Project**. The **ASP** shall ensure availability of adequate and competent resources and provide on-site / off-site support for successful implementation of the Project within scheduled time and of assured quality.

6.   **LEGAL RELATIONSHIP**

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between **STC** and the **ASP**. The **ASP** subject to this **Contract** has complete responsibility of its personnel in performing the services under the **Project** from time to time. The **ASP** shall be fully responsible for the services performed by it or any of its personnel on behalf of the **ASP**.

7.   **GO Live**

The **ASP** shall complete the implementation phase of the **Project** within agreed time span of 12 (twelve) weeks from the date of this **Contract**, **Go-Live Date.**

8. DURATION OF CONTRACT

The contract will be for the period from the date of this **Contract** to completion of maintenance and support phase which shall be for a period of 5 years from the date of Go-Live.

9. PAYMENT SCHEDULE & TERMS OF PAYMENT

The payment schedule & terms of payment for **ASP** under the **Project** will be as per RFP.

10. TAXES & DUTIES

The revenue to be shared by STC with ASP as per the financial bid and RFP is inclusive of all duties/taxes/levies as on the date of this **Contract**.

11. APPLICABLE LAW

Applicable Law means and includes the laws and any other instruments having the force of law in India as may be issued and in force from time to time. This **Contract** shall be interpreted in accordance with the laws of India.

12. INTELLECTUAL PROPERTY RIGHTS

No services covered under this **Contract** shall be sold or disposed or dealt with by the **ASP** in violation of any right whatsoever of third party, and in particular, (but without prejudice to the generality of the foregoing), of any patent right, trademark or similar right, or any charge, mortgage or lien. The **ASP** shall indemnify **STC** from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforementioned and **STC** shall be defended at the expenses of the **ASP**, in any such proceedings.

The **ASP** undertakes to disclose all such Intellectual Property Rights arising from the Delivery of the Goods and Related Services to **STC** and execute all such agreements/documents and file for all relevant applications, to effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer to and conserve the Intellectual Property Rights of **STC**. To the extent that Intellectual Property Rights are unable by law to so vest, the **ASP** shall assign those Intellectual Property Rights to **STC** on creation.

The **ASP** shall ensure that all approvals, registrations, licenses, permits and rights etc. which are, inter-alia, necessary for use of the Goods supplied / installed shall be arranged by the **ASP**, solely for the purpose of execution of any of its obligations under the terms of this **Contract**. However, subsequent to the termination of this **Contract**, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of **STC**.

STC shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this **Contract**, including but not limited to all Source Code, Object Code, Records, Reports, Designs, Application Configurations, Data and

Documentation, Products, Specifications, Drawings and other documents which have been newly created and developed by the **ASP** solely during the performance of the Related Services and for the purposes of, inter-alia, use or sub-license of such services under this **Contract**.

13.   GOVERNING LANGUAGE

All correspondence and other documents pertaining to this **Contract** exchanged by the Parties shall be written in English. English shall be the binding and controlling language for all matters relating to the meaning and interpretation of the documents in this **Contract**.

14.   PERFORMANCE GUARANTEE

The **ASP** has provided an irrevocable Performance Guarantee in the form of Bank Guarantee dated *<<DD/MM/YYYY>>*issued by *<<Bank Name>*of Rs 50 (Rs. Fifty Lacs).

The performance guarantee shall be initially valid for a period validity of the contract. In case the Contract Period gets extended, the **ASP** shall get the validity of the Performance Guarantee extended to cover such enlarged time of completion of work. After the expiry of the Contract Period and the successful completion of the said Contract, the Performance Guarantee shall be returned to the **ASP** within 90 days.

In the event of this **Contract** being determined or rescinded under the provision of any of the Clauses/Conditions of this **Contract**, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of **STC**.

15.   PROJECT MANAGEMENT

The **Project** shall be monitored by a Project Management Committee constituted by **STC**. **STC** may, in its absolute discretion, take assistance of external experts or engage services of Program Management Consulting firms. The **ASP** will also nominate a Management Team for supervising implementation of the Project and interacting with **STC**.

The responsibilities of the committee/s shall be as follows:

STC Project Management Committee

- To review the progress of the **Project** at regular intervals. The Committee may seek presence of the **ASP**'s Management Team at review meeting.
- To review quality of project deliverables.
- To ensure availability of resources and manpower from **STC** towards project requirements.
- To accept project deliverables and clear project delivery milestones.
- To ensure compliance to project requirements are met.
- To direct the **ASP** for compliance in case of any deficiencies / breach of **Contract**, etc.
- Approving and prioritizing Project Definition for project elements.
- Reviewing and approving substantial changes.
- Ensuring that proper risk assessment is performed and mitigation strategies are developed.

- Approving project scope, objective and plan changes within any delegated authority.
- Signing off the project deliverables at the relevant milestones ensuring their compliance and consistency with RFP consistencies.

ASP's Management Team

- To participate in review meetings with **STC** Project Management Committee.
- To ensure that all **STC's** requirements are met as per the Scope of Work given in RFP.
- To ensure that project timelines are met as per RFP.
- To ensure that a competent team has been deployed to meet timelines and quality deliverables.
- To submit project status reports on progress of work every week and as & when called by **STC**. The status reports shall also highlight project risks, issues or any roadblocks in smooth execution of the project.
- To ensure achievement of performance levels as stated in the Performance Level and reporting on the same through use of appropriate tools.

16.   DATA CENTRE INSPECTION

The **ASP** shall submit a copy of the contract with the third-party service providers for Data Centre. STC reserves the rights to periodically inspect the Data Centre, by its own or by third-party experts. The service provider shall provide access to the inspecting team members and facilitate the inspection. The **ASP** shall make payments to the service provider as per the payment terms of its contract with the service provider and keep them up to date. The **ASP** shall be required to submit the proof of such payments to **STC**.

17.   LIQUIDATED DAMAGES

There shall be a penalty for non-adherence to the time schedule prescribed in section 1.5 of RFP, unless the delay is shown to be for the reasons beyond the control of the ASP. The ASP will be given an opportunity to explain the delay.

For every week of delay in implementation of the Project, beyond scheduled period of 12 weeks from date of Letter of Intent (LOI) issued by STC, an amount of RS 10000 shall be liable to be deducted for every week (or part thereof) of delay.

If the delay is beyond 14 weeks, it may lead to forfeiture of performance Bank guarantee/EMD submitted by successful bidder and STC may terminate this Contract and shall be free to get the Project completed from any other source at the risk and cost of the ASP.

18.   TERMINATION

i.   Termination for Default

STC may, without prejudice to any other remedy for breach of **Contract or any terms and conditions of it**, by written notice of default sent to the **ASP**, terminate this **Contract** in whole or in part :

a. If the **ASP** fails to deliver any or all of the Goods or the Related Services within the period specified in this **Contract**, or within any extension thereof granted by **STC**; or

b. If the **ASP**, in the judgment of **STC**, has engaged in corrupt, fraudulent, collusive, or coercive practices, in competing for or in executing this **Contract**; or

c. If any representation made by the **ASP** in its Bid is found to be false or misleading; or

d. If the **ASP** commits any breach of the terms and conditions of this **Contract** and fails to remedy or rectify the same within a period of two weeks (or such longer period as **STC** may in its absolute discretion decide) provided in a notice in this behalf from **STC**.

e. If the **ASP** fails to disclose any situation of actual or potential conflict of interests relating to e-commerce platform business activities of STC, developed through this RFP

In the event, **STC** terminates this **Contract** in whole or in part, **STC** may get the delivery of the Goods or the performance of Related Services done, upon such terms and in such manner as it deems appropriate at the risk and cost of the **ASP**. However, the **ASP** shall continue performance of this **Contract** to the extent not terminated. In addition, such aforesaid action by **STC** shall not relieve the **ASP** of its liability to pay liquidated damages for delay in completion of works. The Performance Guarantee shall stand forfeited to the extent of such default and shall be absolutely at the disposal of **STC**.

ii.   Termination for Insolvency

STC may at any time terminate this **Contract** by giving Notice to the **ASP** if the **ASP** becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the **ASP**, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to **STC**. In addition, such aforesaid action by **STC** shall not relieve the **ASP** of its liability to pay liquidated damages for delay in completion of works. The Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of **STC**.

iii.   Termination for Convenience

STC, by Notice sent to the **ASP**, may terminate this **Contract**, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for

STC's convenience, the extent to which performance of the **ASP** under this **Contract** is terminated, and the date upon which such termination becomes effective.

iv.   Consequences of Termination

Upon Termination of this **Contract**, the **ASP** shall:

a. Prepare and present to **STC** a detailed exit plan as per the scope of work within five calendar days of the receipt of termination notice.

b. **STC** along with designated team will review the Exit plan. If approved, the **ASP** shall start working on the same immediately. If the plan is rejected, the **ASP** shall

prepare and present alternate plan within five calendar days. If the second plan is also rejected, **STC** or the authorized person will provide a plan and it shall be adhered to by the **ASP** in totality.

The **ASP** and **STC** (or the authorized person) will sign a certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

19. MERGER or ACQUISITION

In case of merger or acquisition or major stake sale by ASP, prior consent shall be taken by ASP from STC. All terms & condition of this contract shall be applicable to the company in which ASP is merged or the company who has acquired the ASP.

20. SURVIVAL

The clauses of this **Contract**, which by nature are intended to survive termination of this **Contract**, shall remain in effect after such termination.

21. FORCE MAJEURE

For the purpose of this **Contract**, "Force Majeure" means an event which is beyond the reasonable control of **STC** or **ASP**, 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 obligations 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 control of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required under this **Contract**.

The failure of **STC** or the **ASP** to fulfil any of its obligations shall not be considered to be a breach of, or default under, this **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 this **Contract**.

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

Both **STC** and the **ASP** shall keep a record of the circumstances referred to above, which are responsible for causing delays in the execution of the project. Affected party shall provide notice in writing within 10 days to other party of any such cause with necessary evidence that the obligation under this **Contract** is affected or prevented or delayed. In case it is not possible to serve the notice within the said 10 days period, then notice shall be served within the shortest possible period .

The party affected by an event of Force Majeure shall continue to perform its obligations under this **Contract** as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

22.   SETTLEMENT OF DISPUTES

In case, a dispute arises between parties, then there would be two ways for resolution of the dispute under this **Contract** viz:

(i)   Amicable Settlement:

Performance of this **Contract** is governed by the terms and conditions of this **Contract**. However, at times dispute may arise about any interpretation of any term or condition of this **Contract**, including but not limited to, the scope of work, the clauses of payments etc. In such a situation either party to this **Contract** may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then sub-clause (ii) shall become applicable.

(ii)   Arbitration

Difference and/or disputes remaining unresolved 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 parties.

The venue for 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 **ASP** shall be English.

Arbitrator(s) shall give reasons for the award and the award shall be binding on **STC** and the **ASP** and enforceable at the courts of jurisdiction at New Delhi, India, in accordance with the provisions of The Arbitration and Conciliation (Amendment) Act, 2015.

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

23.   DEFENCE OF SUITS

If any action in court is brought against **STC** or an agent or an employee or a representative of **STC** by a Third Party pursuant to this Contract on account of any act/omission/negligence on the part of the **ASP** under this **Contract**, or for any damage or injury caused by the alleged act, omission or negligence on the part of the **ASP**, his agents, representatives or his sub-contractors or employees to any Third Party the **ASP** shall in all such cases indemnify and keep **STC**, its agents, employees and representatives, harmless and indemnified from all such losses, damages, expenses etc arising out of any decrees or Court order etc or otherwise arising out of any such act or omission .

24. JURISDICTION

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at New Delhi, India only.

25. NOTICES

All notices and other communications under this **Contract** must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received or sent by email or fax.

If mailed, all notices will be considered as delivered after three days, of the notice having been mailed. If hand delivered, all notices will be considered as delivered, when received by the party to whom the notice is sent. If the notice is faxed and /or e-mailed, it would be considered as delivered on the same day; this will be followed by a delivery of hardcopy within five days.

All notices under this **Contract** shall be sent to or delivered at the address as specified by the parties.

A Notice shall be effective when delivered.

26. CONFIDENTIALITY

Both parties undertake to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of exchange of communications or discussions leading up to or the entering of this **Contract or during the term of the contract**.

After the entering of this **Contract**, **STC** and the **ASP** shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any part of this **Contract** or other documents, data, or information furnished directly or indirectly by the other party hereto in connection with this **Contract**, whether such information has been furnished prior to, during or following completion or termination of this **Contract**.

Notwithstanding the above, the **ASP** may furnish to its Subcontractor such documents, data, and other information it receives from **STC** to the extent required for the Subcontractor to perform its work under this **Contract**, in which event the **ASP** shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the **ASP** under this Clause.

The **ASP** shall not use such documents, data, and other information received from **STC** for any purpose other than the design, procurement, or other work and services required for the performance of this **Contract**.

Except with the prior written consent of **STC**, the **ASP** and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Project, nor shall the **ASP** and its Personnel make public the recommendations formulated in the course of, or as a result of, the Project.

The provisions of this clause shall survive completion or termination, for whatever reason, of this **Contract**.

27.   RETURN OF INFORMATION TO STC

STC reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by **STC** (whether confidential or otherwise and without regard to the type of media on which such information was provided to the **ASP**, including all copies of such information) be:

- Returned to **STC**, in which case the **ASP** must promptly return all such information to the address identified by **STC**; or

- Destroyed by the **ASP**, in which case the **ASP** must promptly destroy all such information and provide **STC** with written certification that it has been destroyed.

28.   SUB-CONTRACTING

The **ASP** shall notify **STC** in writing of all subcontracts awarded under this **Contract** if not already specified in the Bid; any sub-contracting will be subject to the consent in writing by **STC**. Sub-contracting shall in no event relieve the **ASP** from any of its obligations, duties, responsibilities, or liability under this **Contract**.

a. The **ASP** shall ensure that the sub-contractor appointed has sufficient capacity to undertake the execution of the tasks they will perform under this **Contract**.

b. The **ASP** indemnifies and shall keep indemnified **STC** against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor.

c. The **ASP** shall be solely responsible for making all payments to the sub-contractor as may be necessary, in respect of any services performed or task executed, and **STC** shall not be responsible for any part or full payment which is due to such sub-contractor.

d. All rights of use of any process, product, service or facility developed or any other task performed by the sub-contractor for the **ASP**, under this **Contract** would lie exclusively with **STC** in perpetuity free from all liens, encumbrances and other third party rights and the **ASP** shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favour of **STC**.

Where **STC** deems necessary, it shall have the right to require replacement of any sub-contractor with another sub-contractor and the **ASP** shall in such case terminate forthwith all agreements/contracts, other arrangements with such sub-contractor and find suitable replacement for such sub-contractor to the satisfaction of **STC** at no additional charge. Failure to terminate all agreements/contracts with such sub-contractors, shall amount to a breach of the terms hereof.

29.   SPECIFICATIONS AND STANDARDS

The **ASP** shall ensure that the Goods and the Related Services comply with the technical specifications and other provisions of this **Contract** as specified herein and by **STC**.

30. INSURANCE

The **ASP** (i) shall take out and maintain insurance of all Goods till the date of Go-Live, at its own cost against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery but on terms and conditions approved by **STC** and (ii) at **STC**'s request, shall provide evidence to the **STC** showing that such insurance has been taken out and maintained and that the current premiums have been paid.

The Goods supplied under this **Contract** shall be fully insured by the **ASP** for complete contract period, in INR, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The ASP must submit the copy of the insurance policy to STC for its observation and approval within 5 days from the date it is taken.

After the date of Technology Transfer responsibility for taking insurance of Goods supplied under this **Contract** shall be that of STC.

31. TRANSPORTATION

The costs relating to transportation of the Goods and personnel of the **ASP** or any sub-contractors during the tenure of project execution shall be borne by the **ASP**.

32. INSPECTIONS AND TESTS

The **ASP** shall at its own expense and at no cost to **STC** carry out all statutory and other tests and/or inspections to ensure that the Goods and Related Services comply with the functional parameters, codes and standards specified herein and in the Scope of Work and to the satisfaction of **STC**. Whenever the **ASP** is ready to carry out any such test and inspection, it shall give a reasonable advance notice to **STC**, including the place and time, and on completion of the inspection, a report of the result will be sent to **STC**.

STC may reject any Goods or Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The **ASP** shall either rectify or replace such rejected Goods or Related Services or parts thereof or make alterations necessary to meet the specifications at no cost to **STC**, and shall repeat the test and/or inspection, at no cost to **STC**.

33. WARRANTY

The **ASP** shall ensure that all the Goods are of the most recent or current models and that they incorporate all recent improvements in design and materials, unless provided otherwise in this **Contract**. The warranty from OEMs shall remain valid for entire period of contract. After Technology Transfer, ASP should provide technology support and hosting of the system beyond 5 years in its data centre at STC's discretion. During Technology Transfer, if STC require the system to be relocated to another data centre of its choice then ASP should transfer and run the system successfully on the necessary infrastructure provided by datacentre under managed services and then hand over the control to STC. Cost associated with managed services and required rentals will be borne by STC beyond 5 years.

The **ASP** is bound to expeditiously repair or replace at no cost to **STC**, any defective Goods or parts found defective during the Warranty period and in the event of a failure to do so within a

reasonable period, **STC** may proceed to take such remedial action, as may be necessary, at the **ASP**'s risk and cost.

34. PATENTS

The **ASP** shall hold harmless and indemnify **STC** from and against damage, loss and expenses arising from any claim for infringement of patent, copyright, design and other such rights in existence or to be granted on application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specification and plans furnished or recommended by the **ASP**.

The **ASP** shall promptly notify **STC** in writing if the **ASP** has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by **STC** of any information, recommendation or specification, services rendered by the **ASP**.

The **ASP**, in such case, shall forthwith at its own cost make, furnish to **STC** alternative specifications or recommendations to avoid the same and without putting **STC** to any additional cost.

35. CHANGE IN LAWS AND REGULATIONS

Unless otherwise specified in this **Contract**, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bye law having the force of law is enacted, promulgated, abrogated, or changed(which shall be deemed to include any change in interpretation or application by the competent authorities), that subsequently affects the delivery date at **STC** office/location, then such delivery date shall be correspondingly increased or decreased, to the extent that the **ASP** has thereby been affected in the performance of any of its obligations under this **Contract**.

36. CHANGE IN COMPANY'S REPRESENTATIVES

STC reserves the rights to require a change in the **ASP**'s representatives, if the assigned representatives are not, in the opinion of **STC**, meeting its needs adequately. In case of replacement of the **ASP** personnel from the project team, the **ASP** is required to submit the CV of the new person with equivalent or better educational qualification and relevant professional experience who will be joining the team and get the change duly approved. The new person can start working in the project only after his/her CV has been approved by **STC**.

37. ASSIGNMENT

The **ASP** shall not assign, in whole or in part, their obligations under this **Contract unless approved in writing by STC**.

38. PUBLIC DISCLOSURE

The **ASP**'s or its team or its any employee shall not make or permit to be made a public announcement or media release about any aspect of this **Contract** without the prior written consent of **STC**.

39. PERFORMANCE LEVELS AND PENALTIES

The **ASP** will employ necessary tools for generating performance reports on various parameters. In case **STC** is not satisfied with the quality or accuracy of the performance reports, it may call upon the **ASP** to make necessary improvements including deployment of different performance management tools. In case the **ASP** fails to satisfy **STC** about the accuracy of such reports, **STC** shall have the right to engage a third party for this work and get the needful done at the cost and risk of the **ASP**.

Immediately from the date of Go-Live, the **ASP** shall be responsible for smooth and problem free availability / functioning of all e-Commerce systems under the Scope of Work of this **Contract** and as per the Performance Levels defined in the RFP. Any shortfall in meeting the specified performance levels for various parameters will result into imposition of penalties as detailed in the RFP. Such penalties may be recovered either from any payments due to the **ASP** or by invoking the Performance Guarantee.

40. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS

The **ASP** shall comply with the provision of all laws, inter-alia, including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and requirements laid down by **STC** shall be applicable in the performance of this **Contract** and the **ASP** and its team shall abide by these laws.

Access to the Data Centre and **STC**'s locations shall be strictly restricted. No access to any person except the essential personnel belonging to the **ASP** who are genuinely required for execution of work or for carrying out management/maintenance, who have been explicitly authorized by **STC** shall be allowed entry to DC and **STC**'s locations. Even if allowed, access shall be restricted to the pertaining area/equipment of the **STC** only. The **ASP** shall maintain a log of all activities carried out by each of its personnel.

The **ASP** shall take all measures necessary to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The **ASP**'s team shall adhere to all security requirement/regulations of the **STC** during the execution of the work.

The **ASP** shall report, as soon as possible, any evidence which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

41. CERTIFICATE NOT TO AFFECT STC's RIGHT AND ASP's LIABILITY

Neither the payment made by the **STC** nor any extension of time for execution of the Project granted by the **STC** shall affect or prejudice its rights against the **ASP** or relieve the **ASP** of its obligations for the due performance of this **Contract**, or be interpreted as approval of the Project done or discharge the liability of the **ASP** for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which it is bound to indemnify **STC**.

42. GRANTS, COMMISSIONS AND GIFTS ETC.

Any grant, commission, gift or advantage given, promised or offered by or on behalf of the **ASP** or its partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with **STC** shall, in addition to any criminal liability which it may incur, subject the **ASP** to the cancellation of this and all other contracts and also to payment of any loss or damage to **STC** resulting from any such cancellation. **STC** shall be entitled to deduct the amount so payable from any monies otherwise due to the **ASP** under this **Contract**.

43.   **WAIVER**

Save as where this **Contract** expressly provides, neither party shall be deemed to have waived any right, power, privilege or remedy under this **Contract** unless such party shall have delivered to the other party a written waiver signed by an authorized official of such waiving party.

No failure or delay on the part of either party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof.

Any waiver on the part of either party of any right, power, privilege or remedy hereunder shall not preclude any other or further exercise thereof.

Any single or partial exercise of any right, power, privileges or remedy hereunder shall not preclude any other or further exercise thereof.

44.   **DAMAGES**

Without prejudice to the Clause 18 and Clause 19, **STC** shall be entitled to claim damages/compensation to be paid by the **ASP** under any of the following eventualities:

   i.   Loss of data or breach of confidentiality/security due to negligence of the **ASP**.
   ii.   Unauthorised sharing of information or data with any other party or granting unauthorised access to **STC** system.
   iii. Damage due to negligence to **STC** property such as building, fixtures, fittings or existing hardware, network, software/applications/programs being used by ASP.
   iv.   Any injury or accident caused to **STC** employee due to negligence or wilful act of the **ASP** or its employees or agents or third party engaged by the **ASP** for the **Project**.
   v.   Failure to comply with written internal administrative instructions/directions that apply to the **ASP**.
   vi.   Participation or complicity in illegal or unethical behaviour in course of performing some work under the mandate of **STC**.
   vii. Indulging in any act or conduct that damages the reputation or credibility of **STC**.

If **STC** has reasons to believe that the **ASP** is responsible for any of the above eventualities, it shall serve a show cause notice upon the **ASP** in writing, requiring such clarifications, documents or evidence as it may deem fit. The **ASP** shall be given reasonable opportunity to explain its conduct within the notice period and **STC** shall arrive at a decision for imposing damages and quantum thereof based upon the submissions of the **ASP**. It is clarified that **STC** will give due regard to whether or not the conduct in question was intentional, mollified or negligent. The determination

of the amount of damages shall be at the sole discretion of **STC**. This shall be without prejudice to other remedies available under this **Contract** to **STC**. All damages imposed shall be recoverable from the Performance Guarantee in addition to any other means available to STC under law.

45. SEVERABILITY

If any provision or condition of this **Contract** is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this **Contract** or this **Contract** as a whole and the remaining provisions of this **Contract** shall remain in full force and effect.

46. LIABILITY / INDEMNITY

The ASP shall indemnify, defend and hold STC and their officers, employees, successors and assigns harmless from and against any and all risk/liabilities/losses arising from the personal injury or claims by third parties including end customer of STC pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by them or its sub-contractors or its Associated agencies or any act, default or omission of any of them in relation to this agreement.

The **ASP** shall at all times indemnify and keep **STC** indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the **ASP**'s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the **ASP** of its sub-contractors.

The **ASP** shall at all times indemnify and keep indemnified **STC** against any and all claims by employees, workmen, sub-contractors, agent(s), employed, engaged or otherwise working for the **ASP**, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of this **Contract** and shall be recoverable from the Performance Guarantee in addition to any other means.

47. LIMITATION OF LIABILITY

The aggregate liability of the ASP to STC, whether under this Contract, in tort, or otherwise, shall be limited to the amount of penalty raised by end customer on STC or the amount payable to the ASP in addition to the forfeiture of the amount of Performance Bank Guarantee whichever is higher. Provided, that this limitation shall not apply to the cost of repairing/replacing defective equipment or to any obligation of the ASP to indemnify STC.

48. GENERAL

It is expressly understood and agreed by and between **STC** and the **ASP** that the State Trading Corporation of India Ltd (STC) is entering into this **Contract** solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this **Contract** and has no ability, obligation or right hereunder. It is expressly understood and agreed that **STC** is an independent Legal Entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of

India and general principles of Contract Law. The **ASP** expressly agrees, acknowledge and understand that **STC** is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, and commissions, breaches, or other wrongs arising out of this contract. Accordingly the **ASP** expressly waive, release and forego any and all actions or claims, including cross claims, imp-leader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to in any matter, claim, cause of action or things whatsoever arising out of or under this **Contract** during the validity of this **Contract**.

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

For and on behalf of STC

Signature:

Name:

Designation:

Place:

Date:

Witness:

For and on behalf of ASP

Signature:

Name:

Designation:

Place:

Date:

Witness:

Part IV: Terms of Reference

It may be observed that E-Commerce requirement can be categorized as services, goods and works. It is possible that there could be minor differences in the way the same function. However, given the limited scope of this document, the requirements would need to be gathered in greater detail by the bidder upon the commencement of the project so as to understand and implement the functionalities suitably.

Further, the back office responsibilities may be designated to various individuals/ work teams that may or may not be related to one another. It should be possible to allocate and manage work items at the back office either to the same set of individuals or a different set of individuals for handling e-Commerce events the application is expected to support functions depending on the way that the work is carried out in a given office. The Platform shall be designed to flexibly allow work allocation and also change them dynamically (at a per office level) through a set of well designed user configuration options (i.e. without necessitating the change in program code).

4.1 Functional Requirements

This section describes the key and minimum functional requirements specifications for the proposed e-Commerce system.

The portal shall provide one stop Platform relating to e-Commerce for various departments/organizations. It will be a common portal for all users defined by STC but each user shall have separate working area within the portal. End Users of a particular department/organization shall have access to information/bids related to its own department/organization as per the access right.

Bidder shall submit functional features/specification of its proposed system along with Technical Bid and demonstrate the same during presentation for following modules are specified herewith:

    i   Associate Management: Empanelment & management of buyer/sellers including automation of routine processes like due diligence, on-boarding, product catalogue management, buyer and seller engagement etc.

    ii   E-Procurement: Planning, Procurement, Payments and Settlement

    iii E-Auction : Dynamic bidding process for transparent & better negotiation

    iv Specialized auction like Yankee, Dutch, SMRA etc.

v   Mobile app : Increase the accessibility to the portal

vi Risk Management: System with comprehensive contract management to take care of the underlying risk associated with the business transaction and defaults from buyer or seller side. The system should be capable for risk assessment using past history by electronic capturing of details like EMD, bid history, winner list, quantity awarded etc.

Key Features :

➢ The Portal should have the Functionality of 'Send a business enquiry' and 'Inviting a Quote' and should be able to act as an aggregator for various services to citizens/ business. It should have features such as access control, comprehensive search mechanism, multi lingual support, multi currency support, rich media content support, workflow engine, necessary document management system, social media integration. It should also have a grievance & redressal mechanism with user feedback & review system. The Portal should be able to maintain version and schedule content from staging site until production site.

➢ The Portal shall have grievance redress system which shall allow users to register and escalate complaints, provide feedback about the product, its delivery services, seller, packaging etc. online, via email. Customer centre to take care of such complaints. It shall also have Auto escalation mechanism. It shall have Ability to feedback/ reviews by customers for different products and services. System should be able to redirect the query to relevant stakeholder and to STC automatically.

➢ The portal should support at-least English, Hindi, Persian, Arabic, Portuguese, French and Spanish with provision to add more languages in future, whenever required.

➢ ASP shall use appropriate system which provides effective and secured means of storage, retrieval and management of attachments submitted by the Portal users (buyers, sellers or STC users).

➢ The design of the portal should be visually appealing, have a unified look and feel and provide easy navigation throughout. The Portal should provide a consistent interface rendering across multiple channels such as mobile, desktops, tablets etc. without the need to segregate the development for each channel. Post Go-Live, with every significant change in the portal, ASP must ensure its correct rendering on these devices. This design should be mobile device friendly and should support the entire predominant mobile

platform such as Android, iOS, Windows Mobile with proper rendering.

➢ The Portal should have a simple and standardized search with a text-box able to search, site-wide such as a Google custom search. Search should be able to capture items based on category, type products, cost, source of origin, discount etc. Sub-searches should also be available based upon various filters. Search should include features like Native In-site search, Predictive Search, Type ahead search with product display etc.

➢ ASP shall use required workflow engine for automatic management & execution of all system processes and facilitate flow of information, tasks and events.

➢ Portal should be developed utilizing modern web design and standards, compatible with all leading browsers while providing graceful degradation for older browsers. Website URLs should predominantly be clean URLs.

➢ Web analytics should be comprehensive enough to analyze any trend or analysis based on various parameters like No. of unique visitors, traffic report etc. Portal should be SEO friendly. It should be able to generate various products.

➢ STC will need to have access to all functionalities of the portal in order to add/remove/block the product listings as well as buyers/sellers/visitors etc. The "super-admin" should be able to manage the overall content of the website and also have the option to edit/ delete contents. The super administrator should be able to create users as per the requirement and, assign necessary permissions to update/delete/modify the portal/website content.

➢ Portal will have three categories of Associate (buyer/seller/service provider). Associate will have the option to choose normal membership & STC verified membership.

 ✓ General information to be taken under normal membership during on-boarding process which may include Type of the Applicant (Buyer/Seller/Service provider), Name of Applicant, type of organization, Date of Birth / Incorporation / Registration, PAN No. And VAT/TIN No, Details of the Chief Executive / Managing Partner / Chairman/ Individual/ Proprietor/ Partner, Authorized Signatory, Address of Registered Office /Communication address, Name & Address of the Bankers with facilities enjoyed if any, Account No., IFSC Code, Verification certificate from Bank.

 ✓ Additional information for STC verified membership may include Audited Accounts / Balance Sheet of past 3 years, Credit rating report from D&B, Copy of IEC Certificate and other statutory Licenses to trade of particular commodity if any.

 ✓ Members should be able to update or upload required documents/information on

portal. Subsequent email notification regarding status of enrolment process should be sent to assigned stakeholders and commodity/product manager for further necessary action.

✓ Portal should be able manage user information like Unique User ID, Buyer and seller profiles, Customized sections for Buyers and Sellers with relevant functionalities, User Fields, Multiple Addresses, Contact Information, Manage catalogue request. It should be able to manage Members information like individual account details, Order History, Subscription Management, Reset Password etc.

➢ Portal must be secure from virus attacks, malware and hackers etc. Architecture Design should incorporate security features to protect the site from Session Hijacking, SQL injection, Cross scripting, Denial of Service etc. Portal system should maintain a secure Password policy. Portal system should be secured by using Intrusion detection system (IDS) and Intrusion prevention system (IPS) at network level. The proposed portal shall also be available with complete transparency including operation manuals, help documents. The portal should support all major Operating System.

➢ Mobile application needs to be abreast with the changes in portal. The applications shall be provided on Apple App Store and Android Market perpetually and shall be clearly marked as the official apps for STC e-commerce portal and should be optimized for the platform it is being run on.

"The successful bidder will have to develop and implement the e-market place module at no cost to STC within one year from the award of contract at the sole discretion of STC."

Requirement details/key features of International/Global E-Marketplace (e-IGEM) are as under :

➢ Seamless integration of all modules with simple & easy user interface to provide experience of online B2B marketplace where product or service information is provided by multiple third parties, whereas transactions will be processed by the STC (as trader or marketplace operator).

➤ The marketplace shall maintain transparency & all related compliances of various government guidelines from time to time. It shall have capability to handle International or domestic Trade as a marketplace in transparent, faster and simpler manner.

➤ Portal should be able to monitor & track offshore as well as onshore warehouse stock & logistical movement of goods throughout the trade cycle from dispatch to delivery i.e. point of sell on real-time basis through appropriate integration with third-party services/system.

➤ It should have configurable templates to enable seller to raise invoice/debit/credit note, receive/make payment and settle the complete Local/International Trade transaction through system

➤ The developed International Marketplace should have best in class features yet be simple & easy user interface as per peer market competition in B2B marketplace space and reduce delivery time by improving & automating of routine process. It should be able to create its niche in the global market with continuous improvement ahead of competition.

➤ The portal (browser and mobile version) should be capable to accept latest Inco terms for executing Global/Local Trade   and should be able to   accept popular methods of payment used in international as   well as domestic trade   like advance payment , Payment with Order, Cash on delivery, documentary credit etc.

➤ Portal shall accept payment at least in USD & INR currency with provision to add more currency in future whenever required. System shall to comply to all RBI/FEMA and other government related regulations/compliances while implementing the payment related features for Global or Local trade (in case of STC as Market Operator or Trader).

➤ **STC as Marketplace Operator or as Trader:** Marketplace should have the capability of conducting both Local and International Trade. It shall have required functional features which shall be capable of handling STC's trade on back to back basis through it's Associate (verified STC supplier) or Bidder enrolled on the portal as well as operate as a Marketplace operator as per STC's decision. In any of the trade done through portal, STC would either be playing the role of Trader (Buyer & Seller) or Marketplace Operator.

Seller's details shall be masked by the system when STC is trading i.e. buying through the system on back to back basis & selling to the buyer.

➢ **Marketplace Product Catalogue Management:** Design and layout of the proposed portal shall provide ease of product search, portal navigation, categorization of products & services etc. As most users are interested in the product catalogues, this should be the central component of the website. It should provide Layered-navigation filters to help customers quickly narrow their product options and pinpoint exactly what they're looking for on the category page. Some of the functionalities should be supported in terms of product information catalogue as under :

Product Configuration
✓ Product catalogue based on Manufactures
✓ Product catalogue based on Categories
✓ Single Product
✓ Personalized products

Product Attributes
✓ SKU (Stock Keeping Unit)
✓ Inventory
✓ Brand
✓ Imagery
✓ Video
✓ Rates & Review
✓ Questions & Answers
✓ Short description, long description
✓ Product Comparison
✓ Custom Attributes

Product Pricing
✓ Cost
✓ On Sale
✓ Tier Pricing
✓ Contract Pricing

Product Taxes
✓ Tax category Management

Currencies
✓ Multi-currency
✓ Custom Exchange Calculations ...

Inventory management
✓ SKU-level inventory

➢ **Content management system** : It shall have capabilities like Unlimited Categories, Unlimited Sub-categories, Data Driven Classification/Attributes(Filtering) , Unique

Category Pages , Unique Sub-category Pages , Unique Brand Pages, Unique Product

Listing Pages, Unique Product Detail Pages, Built-in reviews, Auto image sizing, Alternate

images, Built-in image zooming, Built-in Q&A.

Please note that **functional requirement for Marketplace** will but not be limited to the above feature **and bidder may propose/submit additional** functional features/specification along with bid.

ASP needs to build a scalable system keeping in view the dynamic nature and scope of the portal. Bidder shall consider appropriate IT Infrastructure i.e. Hardware/Software/Data Centre& support requirement etc. for deployment of various functional modules, features and scope defined in the tender document. The IT Infrastructure should have capability to scale up to meet requirements of various customers. Bidder would be required to submit specification IT Infrastructure to be used for the portal in the "Technical Bid "separately. Hosting must be done in India only.

4.2 Non-Functional Requirements

Sr. No.	Requirement	Description
		Security
	256bitSecureSocketLayer(SSL)	Ensure that when a Supplier submits his Bid, the Bid is first encrypted on his computer, and then it travels over the internet in encrypted fashion and gets decrypted only at the server end. Strength of the encryptionis256Bit
	Dual Authentication	Only authorized user having valid login id and password must be allowed to logon to the application. In addition to the valid login id and password, user needs to have a valid Digital Signature to logon
	Secure Password	To secure password, the password is stored only as 'SHA2' hash. Hash conversion is done at the client end.
	Password policy	All passwords MUST be at least eight characters in length. Use of non-printing characters is been prohibited. Initial log-in password is been provided by the System Administrator and the system enforce a password change following the initial log-in (Applicable only in case of creation of other administrator's account such as PA/PE administrator, Scheduled Bank's administrator)

| | | System restricts users from repeating any of the previous 3 passwords used (this should be a parameterized value which can be set up by a System Administrator) Printing of passwords is been masked, suppressed, or otherwise obscured.

Current and historical passwords is always been encrypted when saved in the database or when transmitted over networks Passwords is not been hard-coded into log-in scripts or any other software macros /programs.

Any data transmissions related to passwords travelling over third-party networks is been encrypted |
|---|---|---|
| | **Use of Captcha** | CAPTCHA is used to prevent automated software from performing actions which degrade the quality of service of a given system. CAPTCHA is used in registration form to prevent automated software to perform registration which may degrade the system perform |
| | **Role and rights based access** | User who logs into the website gets to access the content (full or limited) depending on the rights/privileges he has, which further depends on his Job Role or Designation. For example a Tender Clerk can have right to float Tender, and no right to approve it, but his immediate senior can have the right to approve as well as to create it. |
| | **Auto-locking of Login Account** | If a user exceeds the maximum number of unsuccessful log-in attempts at a given instance, system lock-out the user's account and must not be allowed to logon to the application |
| | **Digital Signature Certificate** | A digital signature provides verification to the recipient that the file came from the person who sent it, and it has not been altered since it was signed.

Single key pair signatures are used and signatures issued by valid Certifying authority alone are allowed in to the system

Legally valid Certifying Authority is identified from the CA, CCA (Controller of Certifying Authority)

Digital Signature is considered valid if

Issued from a valid Certifying agency |

		Is not revoked, expired etc.
		Class of Certificate (class II and III alone are applicable for document and sensitive data signing, encryption)
		All the process in the system are digitally signed and with valid digital key signing no access is permitted to the user
	Automatic Logout/Session time-out	After a pre-determined time of inactivity (for example, 20 minutes) an electronic session is terminated for security reason. Session time out period is been set by system administrator as per the requirement. (Ideal configuration is of 30 mines)
	Time-Stamped Electronic Tender Box	In case of e-Tendering each and every Electronic Tender Box is time stamped as when the same is to be opened such that it cannot be opened before due date and time. The system is so secure that Electronic Tender Box remains in invisible mode on the website till the due date and time of opening. Only after the due date and time has lapsed, system shows the Tender Box to the authorized person who can in turn authorize other user to open the bid. Any efforts to do so get logged in the system and the system raises security alarm.
	PKI, Encryption and decryption	Public Key Encryption is adopted which a type of cryptography is also known as asymmetric cryptography. It uses a unique Public/Private Key Pair of mathematically related numbers. The Public Key can be made available to anyone who wishes to use it, while its holder keeps the Private Key secret. Either key can be used to encrypt information or generate a Digital Signature, but only the corresponding key can decrypt that information or verify that Digital Signature

All data are related with bid submitted by the bidder are encrypted and stored in the data base

Digital Encryption – Supplier Key:

A Bid under preparation stage is stored in a Temporary Folder such that tenderer can edit his bid as many times as he likes before submission on or before due date and time. As this is a transition phase, system encrypts the bid with Supplier Key such that only he can view the details during |

| | | this phase.

Digital Encryption – Buyer Key:

When the bid is ready to be submitted and dropped in Electronic Tender Box, the same is encrypted using Key of Buyer/Department official such that after due date and time only he can open the bid and view it. |
	Server date and time	The format of date and time should be DD/MM/YYYY HH:Min:Sec. across portal
	Server Time Mapped to the Global Time Servers	The Server time should be such that it cannot be tampered with. For the same, Server be mapped to the Global Time Server such that if there is a discrepancy in time between the Current Server Time and Global Time Server then Server Time is automatically adjusted as per the Global Time Server. Every few minutes the server shall match its time with that of Global Time Server and if the discrepancy exceeds few seconds, it shall automatically reset the Server Time as per Global Time Server
	Last login date & time	For security reason, user must be displayed his last login date and time
	Single User Login at a time	The application also restricts concurrent logins for a single user
	Use office wall, Anti-Virus, IDS/IPS	The application must have necessary firewall for intrusion detection and prevention. Latest version of Firewall be installed at network level as well as Server and web server Level. Firewall aggressively blocks all unwanted user and maintains a detailed logs of the same. The firewall logs shall be downloaded and reviewed frequently to detect futile efforts. Hacker shall not be able to cross the firewalls and enter the website.

To take care of any virus threats, the server should be installed latest version of Anti-Virus applications. This application shall be updated on Daily basis to ensure that server is safe form virus attacks. Further all type of documents/files that will be uploaded by contractors are also scanned for viruses before they are accepted.

Latest IDS/IPS be installed at network and server level for intrusion detection and prevention to ensure highest level |

		of security.
	Secure coding guidelines	Application should be developed following secure coding guidelines. Each and every input must be validated (at client and server level) to ensure that security of the application is not compromised at any level
	Error handling	The design should ensure that the application token does not present user error messages to the outside world which can be used for attacking the application. In this, application should display a customized error message to the user. This feature helps to capture all the errors that occur on the website and mails the same to the system administrator/software team head for the prompt action such that Buyers/Suppliers do not have to face any inconvenience. Also user friendly message be prompted, every time a known error occurs.
	Log Shipping	For security of the logs the application should have the log shipping feature through which system automatically send the transaction log backups from a primary database on a primary server instance to a dedicated log shipping server
	Audit trail report	If a modification is done in the original content, then the original content as well as the modified content can be viewed using this feature. That is, the system retails the modified content such that at time of audit it can be easily identified. Even if data is deleted by a user knowingly, the system retails the copy of the same and does not physically delete the data such that if the same is required, it can be called reinstalled.
	No. of events, users and concurrent users	System needs to meet the following minimum performance standards/response times during initial Implementation of the system: 1 event with having 100 line items and 100 concurrent users or 50 line items and 500 concurrent users
	Load balancing	Load balancing is the process by which inbound internet protocol (IP) traffic can be distributed across multiple servers. Load balancing enhances the performance of the servers, leads to their optimal utilization and ensures that

		no single server is over whelmed. Load balancing is particularly important for busy networks, where it is difficult to predict the number of requests that will be issued to a server. Typically, two or more web servers are employed in a load balancing scheme. In case one of the servers begins to get overloaded, the requests are forwarded to another server. Load balancing brings down the service time by allowing multiple servers to handle the requests. This service time is reduced by using a load balancer to identify which server has the appropriate availability to receive the traffic.
	Availability	During the e-Commerce lifecycle, there are a number of critical events, which are strictly regulated. It is therefore essential for Authorities to establish systems that remain constantly available, in order to guarantee the support for these and all other types of events. Probably the most critical event is during the closing stages of Tender submission for a tender (the e-Tendering phase). Before the end of event, registered users are required to access the system to submit their quote. However, it is common practice for Users to submit their quote towards the end of the bid submission deadline. Additionally, an event may be composed of several files. This in turn can result in megabytes of data that need to be transferred from the IT environment of the User to the e-auction system, and stored in the appropriate secure servers. The combination of these parameters signifies that the e-Tendering closing period for each Tender can potentially cause failures due to volume capacity problems. Furthermore, an e-Commerce system may be harmed by disruptive events, including Internet connection failures, virus attacks, power failures, system software/hardware failures, etc. System implementers must ensure that their systems can handle all failures they can possibly envisage, while plans must be in place for handling critical failures. <NAME> System should be easily available for the general public including national and international procuring communities
	Reliability	e-Signature along with the proposed security

		solution(generation of Hash, Super hash and Mega hash) is to be used to ensure reliability of the data
		The digital Signature / e-Signature needs to be used for reliability (digital signature / e-Signature generation and verification) of the data.
		Audit Trail of each event is to be maintained to verify the reliability
	Compatibility	The application supports popular Operating System as Windows and browsers such as Internet explorer9+ (32-bit) and above, Mozilla Firefox (13+), and Google Chrome (20+).
		The application supports multi lingual (Unicode encoding)
	Interoperability	Application is interoperable i.e. e-auction system should be flexible enough to integrate with other systems(on requirement)such as e-payment gateway, SMS gateway and Digital Certificate
		To make the system flexible and easy to integrate with other systems using web service is recommended
	Recoverability	In case of any event of disaster, either natural or man-made such as earth quake, Fire, Flood, Hardware, Network problem etc., the system can be recovered in best minimal period of time.
		In case if something happens wrong to the primary site the DR site become functioning to avoid interrupted access and till the time the issue of the primary site is not solved
	Scalability	Application is scalable i.e. by adding necessary hardware and software infrastructure, system would be able to handle increased usage at a given point of time
	Graphical user interface(GUI)	The GUI of the application is user friendly.
		The technology used for GUI implementation of an application is chosen primarily based on a single criterion; the level of accessibility. It is proven that the GUI of e-Commerce systems is based on widely accepted technologies.
		System uses a consistent Graphical User

		Interface(GUI)throughout all functions including appearance, layout, placement, activation, response, exception handling, structure etc.
	Errors and exceptions handling	On errors, the systems provides the user with a suitable message and exit the application or module gracefully. The error messages also indicate the nearest identified reason leading to the error. All error messages is helpful and indicate any recovery / continuation action that should be taken by the user(i.e. whether the user has to enter the details of that form over again, or whether the user is able to recover the details that were entered before the error occurred etc) The systems maintains a comprehensive log of all errors that occurred in order to assist the trouble shooters
	Statutory Requireme nts	The application is flexible enough to allow process flows and the rule base to be customized and changed to accommodate future changes to the Act and to the governing laws
	Backup, restore and archival	System provider archive the data as per the archival policy of department. System provider performs data backup activities and restoration testing as per the backup policy. In order to ensure that application and its data can be recovered in the event of systems failure, loss of service, or loss/corruption of data. Back-up copies of essential information and software is been taken on a daily/weekly/monthly basis
	Data retention	System should have the facility for data retention as per the data retention policy
	Email alert	System send E-mail alert to the event users for all key activities such as configuration of Commencement Date, Edit of Commencement Date, assignment of task in a work flow, Finalization of Progress Report, Issuance of Work Completion Certificate, request for Issuance of Work Completion Certificate, Request for releasing Performance Security, Releasing Performance Security, Request for New Performance Security, Request for Contract Termination, Contract Termination, Variation Order, Invoice, Payment and many more.

For the entire above requirement the bidder shall provide fitment details against their application and categorize each requirement as fully complied, partial complied and new development.

4.3 Security Requirements

4.3.1 Information System Security (Compliance/Certification)

Quality certification of the e-Commerce Project components i.e. application is mandatory. The software solution shall contain all suitable security features like DDOS, any virus attack or hackers and vulnerabilities as mentioned in STQC to protect and secure the databases used by the proposed system, data in transit etc. Appropriate access and authorization controls should be incorporated into software.

To facilitate secured transactions, reliable data availability 24x7x365, confidentiality and authentication, the following security controls are proposed for the solution:

4.3.1.1 Web Services Security

All aspects of Web services including routing, management, publication, and discovery should be performed in a secure manner. Web services implementers must be able to utilize security services such as authentication, authorization, encryption and auditing. Encryption of data shall take place at client level itself. Application server shall provide SSL security. Adherence to all security guidelines issued by Govt. of India from time to time.

4.3.1.2 STQC Certification

The STQC will be the designated agency to perform the task of providing compliance, conformity assessment and quality certification. Security Feature of the incoming Bid(s) in the e-Commerce System should have but not limited to, the following feature(s):

- The bids shall have capability of encryption using PKI at the bidders' end with adequate secured level.

- The bid flow must also be further encrypted when it leaves the bidders.

- Encrypted bids should get stored in a time lock electronic tender box. And opening shall be permitted by the authorized officers only, supported by digital certification certified by Certifying Agency.

The bidder shall, to the extent relevant and possible, be guided by the standard information Systems' Security Policies and Guidelines issued by STQC.

4.3.1.3 Authorization

Authorization is needed in order to control access to resources. Once authenticated, authorization mechanisms control the requester access to appropriate system resources. There should be controlled access to systems and their components. Policy determines the access rights of a requester. The principle of least privilege access should be used when access rights are given to a requester.

4.3.1.4 Data Integrity and Data Confidentiality

Data integrity techniques shall be deployed to ensure that information has not been altered, or modified during transmission without detection. Data confidentiality features to be applied to ensure that the data is only accessible by the intended parties.

4.3.1.5 Integrity of Transactions and Communications

This is needed to ensure that the business process was done properly and the flow of operations was executed in correct manner.

4.3.1.6 Non-Repudiation

The application shall have the Non-repudiation security services to protect a party to a transaction against false denial of the occurrence of that transaction by another party.

4.3.1.7 End-to-End Integrity and Confidentiality of Messages

The integrity and confidentiality of messages must be ensured even in the presence of intermediaries.

4.3.1.8 Audit Trails

The design and implementation shall ensure audit trails to trace user access and behaviour, also to ensure system integrity through verification. Audit trails shall play the role of an audit guard that can monitor; watch resources and other agents, validating those obligations that have been established are respected and/or discharged.

4.3.1.9 Application Controls

Application controls must be designed such that the roles are assigned to the right controls:

- Access Controls
- Input & Output Controls
- Processing Controls
- Monitor Transaction processing
- Authorization Controls

- Interface Controls

- Data Integrity / File Continuity Controls

- Output controls

- Change control procedures

- Version Controls

4.3.1.10 Database Controls

The design shall ensure the data integrity controls Atomicity, Consistency, Isolation, and Durability. The database controls for online Transaction processing systems like Access to database directly, Access to database through application, Access to log files, Access by the remote terminals, DBA Controls, Backup policy and backup procedures.

4.3.1.11 Additional Security Features

a. Electronic tender box must be time locked and opening should be permitted by authorized officers, supported by Digital Certification certified by STC.

b. Software must support authentication and authorization of each bidder for each tender/auction.

c. Freezing of each bid will be done by digital counter signatures by the tender opening officials.

d. Support of advanced biometric technology for security and authentication of electronic documentation to establish unique identity with electronic signature.

e. Security would be one of the most important aspects of the entire system network.

f. The software solution shall contain all suitable security features and firewalls using the

latest features to protect and secure the databases used by the proposed system, data in transit etc. Appropriate access and authorization controls should be incorporated into software.

g. In general, the Bidder shall ensure the following:

   I. Integration of all security components used in the overall system network

   II. Secured network access provision for all authorized users

   III. Ability to detect and control any unauthorized access to the system

   IV. Secure data transaction across the system

   V. Appropriate Anti Virus rules and general security policies.

   VI. Shall filter packets based on protocol, source & destination address, source & destination ports, interface of the firewall that the packet entered

VII. Proxy operations shall, at a minimum, be operable on the content of SMTP, FTP and HTTP protocol traffic

VIII. Shall perform inspection of connections.

IX. Support for protection of common internet applications like mail, DNS, AAA, etc. and shall prevent IP Spoofing & Denial of Service Attacks.

X. Shall be able to filter malicious viz. Java Applets, ActiveX.

XI. Shall log different type of events viz. Traffic allowed, denied etc. in standard formats. Filters shall allow viewing of different events based on IP address, network numbers, connection types, domain names, date & time etc.

XII. Shall have facility to query the logs and display the appropriate results

XIII. Should support 24/7 Security Update Service

XIV. Adherence to all security guidelines issued by Govt. of India from time to time.

4.3.1.12 Backup Management Services

The Bidder shall provide for backup management services (conduct regular backups and restoration (if required), of critical data and systems to achieve the required service level). The activities shall include:

i. Backup of operating system, database and application as per stipulated policies.

ii. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.

iii. Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by STC/User customers or in case of upgrades and configuration changes to the system.

iv. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.

4.3.1.13 Maintenance

The Bidder should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipments required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to STC by the selected bidder at no extra cost.

4.3.2 Audit Requirement

The IS security audit is an annual activity and the ASP should facilitate it by complying with noted deviations. The IS Audit shall be carried out by STQC.

Features	Requirement
Audit Trail	I. Information contained within Data records generated within the System must be capable of being documented for audit purposes, i.e. to form an Audit Trail. II. Allow Audit Trails to be configurable to meet STC/ End Customer requirements. If the information is updated from the initial entry, all III. update information, through to the current form, must be recorded in an Audit Trail. IV. The system must be able to log all the activities, up to field level, carried out on the system by any user.
Audit Trail Security	I. Data that has been Audit Stamped must not be physically deleted from the System until it has been Archived. II. It must not be possible to alter Audit Trail information using the System or other utilities.
Printing of Audit Log	I. The activity log should be printable. It must be possible to select ranges of appropriate Audit II. Trails to be printed at any one time.
Search Facility	The administrator should be able to make intelligent search on the log based on user name, time period, type of activity, etc.

4.3.3 e-Commerce Platform Requirements

Features	Requirement

Provide Platform Layer	The e-Commerce related needs of various Govt./Non Govt. customers of STC would be addressed through single, unitary platform.
Transaction Security	i. The e-Commerce Platform proposed by the Bidder shall ensure that the bids submitted by the suppliers are encrypted, using at least 256 bit encryption, and should be ensured that such encrypted bids cannot be viewed by any one till the commercial bids are officially opened by authorized Officials of STC/end Customer. ii. The commercial bids submitted by the suppliers from the client machines (browsers) shall be transported to the server in an encrypted format and shall remain in encrypted format till the opening of such commercial bids by authorized Officials.
Portal Security	Provide security features like User authentication, authorization, role based access; rules based access, ACLs etc and should be able to work with user information repositories including standard relational databases and identity management systems.
Portal Presentation	I. Provide consistent look & feel to the users and the standards shall be defined for content, structure and presentation of the portal. II. These standards should be applied and followed throughout the portal.
Metadata Directory	I. Shall provide Metadata directories or indexes for data about the data available in the e-Commerce platform. II. The search engine should be integrated with the metadata
	directory or any other data sources created for the content in the e Procurement solution, which enables efficient retrieval of the information within the portal and the database based on the access to the user.
Caching	Provide caching at multiple levels including page/sections in the page, which improves the performance of the portal, in terms of the speed at which content is delivered to users, by caching frequently accessed information.
Content Management	Provide import/export tools as well as APIs so as to easily manage content and documents during staging, back-up, offline usage and

	for deployment.
Portal Usage Analytics	I. Provide interface that manages and creates reports on Software usage and the analysis of user or system behaviour. Metrics that are logged shall pertain to portal user network demographics as well as click through behaviour. II. Enable these metrics to be analyzed in order to derive user trends. Shall provide trend analysis facility to record usage III. behaviour Patterns providing forward-looking predictions of STC user/supplier interests in the solution.
Interfacing to Other Software	Support interfacing with participating STC/end customers' legacy software's such as an inventory management system, if available. Include a standards (preferably web services) based connector for easy integration with the legacy software. The software should be multi platform, multi browser based. Note: Any supplier/Bidder/service provider having digital signature, the e-Commerce Platform should accept such digital signature also.
User Interface and Usability	i. Operate over the Internet and through any web browser. ii. The Software must not require the installation of Software on User's personal computers other than software normally associated with web browser operation. iii. All functional areas must employ a consistent look and feel across all functions.

4.3.4 User Registration & Access Control Management Requirements

Features	Requirement

User Registration Services	I.	Should enable STC users and buyers/suppliers to register with the Software using both the User Id/Password and Digital Certificates as required for the services catered through the solution. The Software shall facilitate usage of digital certificates issued by authorized PKI vendors adhering to IT Act 2000 and approved by CCA. The Software should interface with the new interoperability guidelines of CCA.	
	II.	Should provide detailed instructions for obtaining and Usage of Digital Certificates on e-Commerce portal.	
	III.	Should enable registration of users with multiple levels of access and authorization privileges.	
User Authentication Services	I.	Support authentication mechanisms including User Id/Password and digital Certificates issued by CA's CCA.	
	II.	Be able to integrate with leading PKI vendors adhering to the IT ACT 2000 and approved by CCA.	
	III.	Once authenticated, users should be allowed to access the services for which he/she has enrolled and for which access has been provided.	
User Management, Auditing & Reporting	I.	Provide the Security & User administration interface for system administrator to enable management of access rights and privileges of users.	
	II.	User Administration activities should be carried over a secured and encrypted connection.	
	III.	The Passwords and other confidential information related to the users should be stored and transmitted in a secured and encrypted manner.	
	IV.	Password Management services must enforce password	

	restrictions, which include the criteria and limitations that can be placed on passwords to increase security. It should provide features such as periodic forced changes, not reusable, hard to guess, mixed characters, etc. V. Successful/unsuccessful user login requests should be logged for investigative purposes in case of a security breach.
Audit Logs	I. The auditing and logging should allow secure logging of events in the software. II. The Software should allow a choice of the persistent storage for the logs (e.g. RDBMS, flat file).
	III. The Software should be capable of secure, tamper proof auditing and logging features.

4.3.5 PKI Services Requirements

Feature	Requirement
Acceptance of Digital Signature Certificates (DSC)	I. The Software should support Digital Certificates issued by licensed CA's in India as approved by CCA. II. Client Digital Certificates based authentication should be used for access to the services as mandated by STC. III. The digital signatures used in e-Commerce Platform must be compliant to RSA standards as required by IT-Act 2000andshall adhere to any further amendments issued by Govt. of India in this regard. IV. The STC/end customer shall provide Digital Signatures to their Officials that are involved in the tendering process and require access to the e-Commerce systems.For Mobile application, whereever required suitable security & digital signature provision through OTP/Finger Print recongnization etc. shall be made for encryption/authorization. IV.

DSC Validation	I. Automatic validation of Digital Certificates used for Authentication and Digital Signatures is required.

	II. The validation must include check for acceptance criteria (Issuer, Class, and Policy Identifiers), validity period, and current CRL based revocation checking.
DSC Compliance	I. Digital signing and encryption of attachments (documents) compliant to PKCS standards is required. II. XML Digital Signatures compliant to W3C XML-Signature syntax and processing are required for transactions.

4.3.6 Database System Requirements

Feature	Requirement
Relational database Requirement	A relational database Software should be deployed for storing the service related information & records.
Support Clustering	Support clustering features exploiting rapidly emerging disk storage and interconnect technologies.
Access Control	Allow for server-enforced, fine-grained access controls and also for row level security (in conjunction with application contexts).
Data Encryption	Encryption capabilities while transferring data over networks, and ability to encrypt data stored in the database at the column level.
PKI Support	Support PKI based authentication for administrative access to the Server.
Multi-lingual Support	Database must be capable of storing Unicode data formats, for multilingual language support.
Auditing	Comprehensive auditing for inserts/ deletes/ updates / selects to quickly spot and respond to security breaches.
Comprehensive Storage	The database system deployed for the solution should also address the storage requirements of other services such as content, transaction and activity logging etc.

4.3.7 Requirements of Solution Integration with STC/end customer Information System

The e-Commerce Platform shall be designed to facilitate synchronous, real-time integration and asynchronous integration with ERPs and Legacy applications, which are used in the procurement processes as per best practices by various state/central government and/or industry. The e-Commerce application should support integration with leading ERP vendors as well as the legacy applications used by various state/central government and/or industry.

Feature	Requirement
Integration Interface to Support Information Exchange	I. Provide integration interfaces for inbound and outbound communication that provide an integration framework. This integration framework shall allow integration with multiple EAI vendors. II. Support a reliable Message Transport for delivery of messages across multiple hardware and OS platforms. III. Support adapters or other mechanisms for sending and receiving the information to and from the standard ERP solutions and legacy solutions. IV. Support Message Transformation to map e-Commerce software application server object attributes (schema) to the corresponding formats the external systems expect.

4.3.8 Interface with Payment Gateway

Feature	Requirement
Payment Gateway Interface	i. Provide the interface and access to external payment gateway services providers and should be integrated with the e-Commerce Platform. ii. The payments engine shall use a 3rd party payment service provider or gateway to validate, authorize and collect payments duly approved by STC. iii. The Payments Engine should also support paperless Direct Debit set-up and draw down. iv. Connection to the Portal can provide the following additional

	functionality:
	The Payments Engine API should provide for a real-time response of success or failure with an authorization code
	v. RTGS enabled
	■ Core Banking solution enabled
	■ Highly secure PKI enabled transactions
Payment Instruments	Facilitate payment through credit card, debit cards and direct debit facilities.
Support Audit of Transactions	Provide complete audit functionality for tracking & monitoring/ reconciling the financial transactions taking place through e-Commerce Platform.
Standard Protocols	Use standard protocols such as HTTP, Secure Socket Layer (SSL) etc., for supporting & securing the transactions taking place through the payment gateway.
Payment Types	Allow for payment/receipt of tender fees, EMD payments, EMD refunds and Bidder payments both in an instant and batch modes. Also it should have a provision to get EMD automatically refunded via NEFT to his/her account for the unsuccessful bidders.

Payment gateway should be smooth enough to avoid user observance.

4.3.9 India Localization

Feature	Requirement
Currency	i. The base currency of the System must be Indian Rupees.
	ii. Handle multiple currency transactions, if required.
Language	Multilingual support - English and Hindi
Compliance	i. Other relevant legislations applicable in the State.
	ii. Be compliant with Indian tax regulations and
	iii. Information Technology (IT) Act 2000 and other relevant legislation.
Local Calendar	i. Support local calendar, including public holidays;
	ii. Be able to process date-oriented functions with appropriate regard to leap years, public holidays, local anniversaries and weekends.

4.3.10 Data Search, Input, Validation and Confirmation

Feature	Requirement
Simple and Quick Search Features	I. Where a functional Requirement is noted as "search" the System must provide intuitive search facilities to locate particular records quickly. II. Allow Users to locate key items quickly through on-line search facilities in a variety of ways including product code, supplier code, customer code, location code etc.
Error Message	I. Issue clear, unambiguous error messages in a consistent manner, so that errors are highlighted. II. The error message generated by the System must indicate the appropriate corrective action to the User. III. Error messages, codes, descriptions of codes, menus and help text must be held in a central repository in the System for ease of alteration.

4.3.11 Documentation

Feature	Requirement
User Manual	Vendor shall provide user manuals that provide a functional description of all the facilities available must be available online.
Technical Manual	Vendor shall provide technical manuals that provide the procedures for system configuration, parameter configuration, system fine turning, security configuration any other configuration and system installation and management information.
On-Screen Help	The System must provide context sensitive on-screen help facilities at operation and field level.
Version Management	Documentation must be comprehensively indexed and updated for each Revision and Version.

4.3.12 Overall Solution Security Requirements

Feature	Requirement
Map User Information	Provide the ability to map together two sources of user information. For instance, LDAP is very good at storing largely static data about users. However in there is some data about users that is highly dynamic, it can be more efficient to store such information in an RDBMS, and retain the static data in LDAP. The Software should provide a method for linking the two. For example a users ID and contact details are largely static, whereas transactional information relating to the user (i.e. service registration details) are liable to frequent changes.
Browser based password change Service	Features such as minimum password length, minimum number of numeric characters, forced password change with optional grace logins, non-dictionary words, password history etc.
Access control to Information	i. Be able to support a variety of ways to restrict access for specific users to only certain resources in the e-Commerce Software. ii. The System must provide single sign-on- to all functional areas
Scalable & Portable Solution	Provide scalable access services for the portal solution, including scalability in terms of number of users, user groups, resources, and access control policies.
Open & extensible Security platform	Provide a robust & customizable security Software that meets the application requirements of the e-Commerce Platform. An open, extensible architecture & documented application programming interfaces (APIs) enable developers to customize an access control system to their specific requirements. A platform that will grow with additional application deployment & scales as user traffic grows, while providing highest level of reliability is required.
Uninterrupted Security services/automated load balancing to backup services	Provide for load balancing to enable a fully scalable solution. It should also enable continued service on failure of one or more of its component parts.
Secure storage of	Provide for the ability to securely store critical data within the

critical items	LDAP or other user directory structure or any user related database so that database administrators or any unauthorized users do not have access to such items as passwords and othercritical documents of any oration
Detailed session Management Abilities	Provide for session settings such as idle or max session time-outs, concurrent sessions and other session control settings
Web Access Filtering	i. Examine all traffic to all services/pages being protected by the solution. ii. All access attempts to the web server / application should be intercepted and examined for authentication & authorization requirements.
Security Monitoring	i. Be capable of comprehensive logging of the traffic through the network and applications under its control ii. Be capable of logging unauthorized access attempts in to the internal resources, and attempts to login that fail. iii. Also be capable of notifying appropriate parties including the STC's Nominated officer /security administrators etc of suspicious activity as per escalation matrix to be finalized by STC with the successful bidder.
Configuration Management	Provide a way of controlling changes to configuration, if a major change to configuration is made then a way of recording this change must be provided with the possibility of rolling back through previous configurations in the case of problems.
Virus Management	i. The portal environment, including the documents uploaded by the users, needs to be adequately protected against viruses. ii. Run most up-to-date anti-virus software to avoid malicious program to cause damage to the systems.
Security-User Profiles	i. For an administrator - The system should provide two layers of access control over the creation/modification of user profiles. ii. For the first login by a user, the system should prompt the user to change his password. iii. When a user logs-in, the system should show him the date & time of last login. iv. Restrict user access based on the privileges assigned to the user.

Log User Activities	i. Maintain a log of all the activities carried out by a user along with a date and time stamp.
	ii. Maintain a log of all activities carried out by an administrator.
Bid Encryption	I. The commercial bids of the suppliers should be encrypted At the database level.
	II. The system should support 256-bit encryption for transmission of the data over the internet.
Database Access	Any access to the e-Commerce Platform database should only be via application/portal authorization.
Physical Security	Physical security for the solution should address securing all information assets form physical access by unauthorized personnel. For example, the data centre server infrastructure should not be physically accessible by anyone other than the responsible for on-site maintenance of the systems.
Compliance With Standards	i. The technology solution should comply with BS7799 / ISO 27001 standards or latest equivalent. Subsequently periodic surveillance audits must be carried out. ii. The technology solution should comply with CVC/ World Bank procurement guidelines.
	iii. Security certification process shall include audit of network, server and application security mechanisms.
Audit trail	Maintain complete audit trail of all system related activities.
User Authentication	Provide for two-factor authentication for authorizing access to the System.
Encryption & Time Stamping	Provide for digital signing, encryption and time-stamping of internal documents at various stages.
Adherence to IT Act 2000	The system shall adhere with the guidelines provided in IT Act 2000

4.4 Deliverables of ASP

i   Detailed Project Plan along with periodical Project Status Reports

ii   IT Infrastructure sizing to cover current and envisaged future growth and corresponding transaction loads. ASP may use their exiting IT Infrastuture i.e. datacenter,servers etc. for initial rollout of STC's platform. But, ASP shall clearly mentioned performance capabiltity of the IT Infrastuture which would be deployed for STC's e-Commerce by ASP for UAT. ASP will have to scale up the IT Infrastuture

performance requirement to meet business requirment pf STC's customer.

iii Transportation of personnel deployed by ASP, security at the site in addition to the men, machine and material. The servers and other hardware have to be physically located and operated from Data Centre

iv e-Commerce portal and application software as per requirements specified duly certified and installed as per the guidelines in conformity with the high level scope defined in this section of the document.

v To ensure Quality Assurance of developed system.

vi To monitor Risks and mitigate them continuously.

vii The development/Customization of the system shall be done using the infrastructure of the bidders at bidders development centre. If the local office does not exist, the bidder will open a Local Project Office within 15 days of award notification for timely co-ordination with STC.

viii Submission of the reports to STC on project progress on weekly basis.

ix Configuration management of the system during O&M period.

x To complete User Acceptance & Sign-Off for functionalities/modules as and when required as per STC/end-user requirement.

xi Technical Documentation and User Manuals (as per agreed formats). This shall include Deployment architecture.

xii High Level Software Design document including Software Architecture design, Logical and Physical Database Design etc. Test Plans and Test cases at overall level.

xiii Procedure Manuals related to installation, operation, administration (including backup and restoration) and such other details.

xiv Helpdesk set up and its operations for the duration of the project. This includes technical manpower for running the helpdesk, provide help desk staff for providing Services as agreed upon, such as but not limited to Implementation, Operation support, Maintenance, Training, etc. for the agreed duration.

xv Active facilitation for obtaining any additional certifications from an agency that is designated by STC/end customer, if necessary.

xvi Implementation of approved changes to the Platform, as may be necessary, including integration with any external applications as may be necessary as the Platform

evolves and matures.

xvii Execution on Back to Back basis : For any/every contract & SLA signed by STC with end customer, a Separate contract will be signed by STC on back to back basis with ASP for execution. Hence, ASP shall be responsible for execution of all such live contracts signed by STC on back-to-back for excution till validity of such contracts.

xviii Responsibility to conduct further research on process reforms for further system improvement/upgrade on ongoing basis.

xix   Escalation Mechanism

xx   Marketing support in terms of preparing presentation, drafting proposal, developing collateral, online promotion, advertisement and any other marketing related activities to enable STC to generate business through portal.

xxi Submit market survey/intelligence, business planning & forecast report on quarterly basis. The Business review meetings would be conducted by STC on monthly/as & when required basis along with successful bidder for effort estimation, strategy formulation, goals achieved etc.

xxii ASP shall bring the existing Associates (Buyer/Sellers) with him on STC's e-Commerce Platform. However, acceptance of these vendors shall be as per STC's policy.

xxiii ASP shall also be responsible for encouraging associate enrolment and business development.

xxiv Business Forecast and plan for promoting STC's e-Commerce portal.

xxv   E-Commerce Platform Sustainability strategy and Exit Management Plan

4.5   Performance Requirements (SLAs)

S. No.	Major Area	Parameter	Requirements	Penalty/Breach
1	Availability of E-Commerce Service	Covering all business functionalities (For first month after go- live no penalty will be imposed, however measurement will	>=98%	No penalty
			<98% >=95%	1.25%
			<95% >=90%	2.5%
			<90% (for every 10% less	5%. Will constitute breach if it is less

S. No.	Major Area	Parameter	Requirements	Penalty/Breach
		be done) The Penalty will charged from the bill of that particular month from ASP's applicable revenue.	availability up-to 50%	than 90% for two consecutive quarters.
			<50%	Breach
			Between 8am and 8pm during all working days.(computed monthly).	
2	Response time for bug fixing (once it is in production mode)	Time taken to acknowledge reported problem. The Penalty will charged from the bill of that particular month from ASP's applicable revenue.	Within 4 hours from the time the problem is reported.	No penalty
			Between 4 hours to 8 Hours	0.01% (per delay)
			For every 4 hrs of further delay beyond 8 hrs of delay.	0.02% (per delay)
3	Resolution Time (Only for Bug fixing)	Time taken by the Bidder to fix the problem & release the same into the production system. The Penalty will charged from the bill of that particular month from ASP's applicable revenue.	Severity Level 1: within 24 hours Severity Level 2: within a maximum of one week. Problems with Severity Level 3: As mutually agreed.	Inability to resolve Severity level 1 problem on more than two occasions in a quarter shall attract a penalty of 0.05% for each additional 24 hours of delay beyond permissible limit.

S. No.	Major Area	Parameter	Requirements	Penalty/Breach
Additional SLAs defined by end customer on case to case basis shall be acceptable to ASP.				

4.6 Software Defect Categorization

Severity level 1: critical business functionality is impacted.

Severity level 2: Problems which affects the normal execution of the work, but work around is available for the work to be completed in the existing functionality.

Severity level 3: Problems which have minimal impact on the operation or system and are trivial in nature.

4.7 Desirable Timelines for Project Implementation

The e-Commerce Platform including helpdesk support will need to be designed and deployed strictly as per implementation timelines defined at section 1.5 for following modules as per Functional Specification finalized after completion of requirement analysis , necessary configuration in the system and start the E-Commerce operations at STC site:

 a. Associate Management : Empanelment & management of buyer/sellers

 b. E-Procurement: Planning, Procurement, Payments and Settlement

 c. E-Auction : Dynamic bidding process for transparent & better negotiation

 d. Specialized auction like Yankee, Dutch, SMRA etc.

 e. Mobile app : Increase the accessibility to the portal

 f. Risk Management : Ecosystem to cover risk of business done through platform

 g. Global Marketplace (B2B/G2B/B2G/G2G)

4.8 Subsequent Customer implementation requirment

Subsequent to GO Live, ASP is expected to capture the customization/upgrade requirements of end customers of STC, primarily the user –ids to be created, DSC's to be registered, BOQs to be created, training, etc. in other words to perform requirements gathering, necessary configuration in the system and start the E-Commerce operations attend customer site as well. Standard draft contracts to be signed by STC applicable on back-to-basis will be finalized mutually by STC & ASP. Based on standard draft contract, for every contract signed by STC with end customer, separate back-to-back contract will be signed by STC with ASP.

However, in case strategic customers wherein substantial implementation effort would be required, such subsequent implementation plan and draft contract to be signed by STC with end customer will be jointly reviewed, analysed and finalized by STC and ASP, as and when required.

Up-till five years, all such subsequent contract signed by STC with end Customer will be applicable to ASP on Back-to-Back basis for execution till validity of those contracts. Performance Bank Guarantees given against such contracts shall be in full force till validity of those contracts & satisfactory execution of scope of work as defined by end customer. Percentage of revenue to be shared by STC with ASP will be applicable as per revenue share applicable at that time as per contract. In case validity of customer contract is beyond five years of this engagement, the same shall be executed and validity of the PBG shall be extended till validity of such contract & revenue sharing beyond five years shall be decided on mutually agreed terms but shall not in any case exceed above minimum revenue share applicable in fifth year.

Part V: Formats for Submission of Proposal

5.1 Covering Letter (on letter head of bidder)

To

<Title of authorized person>   [Date]

<Address>

Madam/Sir,

>   **Subject:**E-Commerce Platform and Services for The State Trading Corporation of India Ltd.

>   **Reference**: Bid document entitled "Appointment of Technology Enabler for providing E-Commerce Platform and Services on BOT basis" issued by STC dated dd/mm/yyyy

We, the undersigned, offer to provide the required E-Commerce services including Platform design, deployment, operations and Helpdesk support services in accordance with your above mentioned Tender notification / Request for Proposal.

We hereby submit our proposal documents along with necessary Earnest money Deposit and other applicable fees. The enclosed documents include Technical and Financial Proposals as per the required formats sealed in separate envelopes. It is hereby confirmed that our proposal will be valid for the period as required in the tender document.

We solemnly affirm that this proposal is binding upon us. Further, we understand and agree that acceptance of our proposal is not binding upon you.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Yours sincerely,

Signed by Authorized Signatory

Name and Title and of Signatory

Contact details (Address, Phone, and Email ID)

5.2   Format for Technical Proposal

5.2.1 Part A: Conformance to Prequalification Criteria& Technical Evaluation

S. No.	Pre-Qualification Bid Evaluation	Compliance	Reference Document
1	The Bidder must be a company registered under the Indian Companies Act	Yes/No	Registration Certificate
2	The Bidder should have been in operation for at least five years as of 31st March 2016. The bidder must be providing IT/ ICT/ ITeS/e-Commerce/e-Auction and should have offices in multiple locations in India.	Yes/No	Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India
3	The Bidder shall have an annual turnover of Rs. 20 Crore (revenue) during any of the last 3 financial years ending 31st March 2016 from e-Commerce/e-Auction of various commodities.	Yes/No	Self certified copy of Audited/Certified Balance Sheet and Profit & Loss statement and ITR for last 3 years
4	Bidder should submit latest credit rating report (if it is available) of reputed rating agencies like D&B/Crisil/ICRA/Moody's etc. In case, the report is unavailable, then the bidder is required to submit an undertaking that in case of being a successful bidder, latest credit rating report from a recognized credit rating agency like D&B/Crisil/ICRA/Moody's etc. shall be submitted before signing of the agreement.	Yes/No	Self certified copy of the report
5	Bidder shall be a profit making company at least in one financial year out of the last three financial years ending 31st March 2016 as evidenced by the audited accounts of the company.	Yes/No	CA Certificate
6	Bidder shall have a net worth of Rs. 10 Crore as evidenced in financial years ending 31st March 2016	Yes/No	CA Certificate
7	The e-Commerce solution proposed by the Bidder must have a proven record of implementation in at least 03	Yes/No	Experience certificate issued in the name of bidder

	organizations in any of the previous three financial years and must be necessarily web based with all necessary security features.		
8	Bidder should have their own e-Commerce system along with hosting infrastructure System hosted on cloud/Third party Data Centre is permissible)." Successful Bidder shall obtain STQC certification as per available Government guidelines at that point of time within six months. However necessary security certification of the application shall be obtained before go-live.The Certificates shall be renewed from time to time during currency of contract at no cost to STC	Yes/No	Certificate / Documentary proof in the name of the bidder issued by STQC

	STQC certification for proposed e-commerce/market systems on the date of submission of this RFP.		
9	Bidder should have the IPR (Intellectual Property Right) /Ownership of the Proposed e-Commerce system.	Yes/No	Certificate / Documentary proof in the name of the bidder issued by Competent Authority for possessing the IPR
10	Copies of statutory registrations such as PAN, Service Tax Number, etc.	Yes/No	Self certified copies
11	Power of Attorney in favour of the person who signs the bid and subsequent submissions on behalf of the Bidder.	Yes/No	Original Issued by competent authority
12	Self declaration regarding not blacklisted as per section 5.8.	Yes/No	Original Issued by competent authority/authorized person
13	Bidder participation Fee (Rs. 25,000/-)	Yes/No	DD
14	Bidder EMD (Rs. 10,00,000/-)	Yes/No	DD

S. No.	Technical Bid Evaluation	Compliance	Reference Document
1	Functional features/specification of following modules: 1. Associate Management : Empanelment & management of buyer/sellers 2. E-Procurement: Planning, Procurement, Payments and Settlement 3. E-Auction : Dynamic bidding process for transparent & better negotiation 4. Specialized auction like Yankee, Dutch, SMRA etc. 5. Mobile app : Increase the accessibility to the portal 6. Risk Management: Ecosystem to mitigate risk associated with defaults from buyer or seller side. 7. Marketplace	Yes/No	Self certified copies
2	Documentary evidence of Total number of years of existence in e-commerce business	Yes/No	CA certificate
3	Certificate regarding a SEI - CMMi Level	Yes/No	Self-Certified copy of the latest currently valid certificate.
4	ISO 9001 or equivalent and ISO 27001 or	Yes/No	Self-Certified copy of

			the latest currently valid certificate.
5	Experience of conducting auctions for various commodities/products/services and must have substantial auction handling experience		Demonstrable Experience Certificate
6	Value of Transactions from auctions of various commodities/products/services in any of last three preceding years	Yes/No	Demonstrable Experience Certificate
7	Experience of conducting e-Auctions/e-procurement/e-tender/emarketplace Operations for commodities : • Agriculture/ Agrochemicals/Fertilizers • Forest Produces • Minerals/Metals / Scrap • Precious Metal/others	Yes/No	Demonstrable Experience Certificate
8	Experience of conducting e-Auctions for nos of different commodities /products/services	Yes/No	Demonstrable Experience Certificate
9	Certificates demonstrating experience of Vendor enlistment system	Yes/No	Demonstrable Experience Certificate
10	No. Of Vendors already registered with the bidder for e-commerce – commodity business	Yes/No	Self-Certified Copies along with detailed list of vendors
11	Demonstrating experience of Integration of its Solution with Third Party Systems	Yes/No	Demonstrable Experience Certificate
12	• Background of the Bidder • Understanding of the Project requirements • Approach and Methodology • Solution Architecture • Security Architecture • Data Centre Certification (Tier Two and above) • Application Credentials • Relevant Experience along with Online Demonstration of the proposed products • Turnkey Project Implemented • Efficient & clear Technology Transfer strategy plan for sustainability of system beyond five years	Yes/No	Self-Certified Copies
13	Curriculum Vitae (for 5 human resources to be deployed for longest period during	Yes/No	Self Certified Copies

implementation)		

5.2.2 Part B: Core Technical Proposal

The Technical Proposal should be concise and should cover without ambiguity, the following:-

i   Brief Profile of bidder

ii   Project Experience (as per format proposed below)

iii   Conformance to Functional / Technical Requirements highlighting non-compliances, if any.

iv   Details of proposed Platform along with technology model, existing and/or third-party software that are being proposed. This shall also include deployment architecture diagram.

v   IT Infrastuture i.e. datacenter,servers etc.Hardware specifications, configurations, capacity for initial rollout of STC's platform. In case ASP is going to use existing IT infrastrure, performance capabiltity of the IT Infrastuture which would be deployed for STC's e-Commerce shall be clearly mentionedalong with Technical bid.

vi   Work Plan indicating start/end dates, project milestones and dependencies (clearly highlighting the tasks where support is expected from the STC)

vii   Resource deployment plan

viii   Brief resume of Project Manager and technical lead (as per format proposed below)

ix   Any other information that is relevant to the bid

5.2.3 Format for Project Experience

Using the format below, provide information on each reference assignment along with a client certificate or suitable supporting documentation.

Name of Project	
Location where services were delivered	
Name of the Client/website:	
Name and address of Client Contact Officer/Nodal officer	
Duration (dates) of assignment:	
Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
Approx. Value of engagement	
Brief description of engagement and services provided by your company	
Similarity of products and/or services (if any) with this tender requirements	

5.2.4 THE TEAM PERSONNEL

The details of the team that would be deployed to execute the project are given below:

S. No	Name of Team Member and Position	Educational / Professional Qualification	Experience of similar Assignment (years)	Task to be performed in the project	Full-time / Part-time (%)	Likely term of deployment (Months)
IMPLEMENTATION PHASE (up to Go-Live)						
MAINTENANCE & SUPPORT PHASE (after Go-Live)						

Note:

1. Write 100% for full-time and appropriate percent for part-time.
2. C.V. of five team members who will spend the longest duration of time in implementation phase of the project to be attached as per section 5.2.5.

5.2.5 FORMAT OF CURRICULUM VITAE

1.	Name & Designation				
2.	Proposed Position/Role in the Project:				
3.	Date of Birth:			4.	Nationality:
5.	Educational / Professional Qualification:				

	Year	Degree/Examination	Institute/Board

6.	Membership of Professional Bodies/ Associations:	
7.	Other Trainings undergone:	
8.	Employment Record:	

	From – To	Position held & Name of Employer	Nature of Duties

11.	Works undertaken that best illustrates capability to handle the tasks assigned:

5.3 Format for Financial Bid

5.3.1 Covering letter (on letter head of bidder)

To

<Title of authorized person>   [Date]

<Address>

Madam/Sir,

    Subject: Financial bid towards E-Commerce Platform and Services for The State Trading Corporation

    Reference: Bid document entitled "Appointment of Technology Enabler for providing E-Commerce Platform and Services on BOT basis" issued by STC dated dd/mm/yyyy

Pursuant to our technical proposal submitted for the above mentioned Tender notification / Request for Proposal, we hereby submit our financial bid.

Our attached financial proposal along with taxes is enclosed herewith. Our charges for STCs routine trading businesses shall be on transaction/membership/registration/empanelment fees basis which will be decided by STC and acceptable to us. Pricing for offering e-Commerce platform as a service to the prospective customers will be decided by STC which may vary on case to case basis and shall be acceptable to us as per negotiation of STC with its end customer. We shall take effort and provide marketing support to STC in maximizing the revenue by tapping on new business avenues, developing new business models/ markets/ customers through e-Commerce portal. The proposal covers complete cost items and cost for additional work resulting from scope changes as specified in the tender document. We further confirm to develop e-Commerce for STC meeting its or its customer requirement on revenue sharing basis as quoted in our Financial bid and is not conditional.

We understand and agree that payments made to us would be as per the tender document and the same shall be subject to deduction of tax at source as applicable under law.

Any variation in taxes applicable to the contract will be to the client's account subject to production of documentary evidence of change.

We confirm that our financial proposal shall be binding upon us, up to expiration of the validity period of the Proposal.

Yours sincerely,

Signed by Authorized Signatory

Name and Title of Signatory

Contact details (Address, Phone, and Email ID)

5.3.2 Financial Bid

S. No.	Particulars	In Numbers	In Words
A.	Percentage of Revenue to be Shared with Bidder (ASP) by STC. **Basis - L1 basis(%)**	_____%	_____Percentage

Note: Base reserve revenue sharing with the bidder by STC will be 50%. However, work will be allotted to the bidder who has quoted minimum revenue to be shared by STC with him.

5.4 Format for Integrity Pact (To Be Executed On Plain Paper)

TENDER No.: STC/E-COMMERCE/2016-17/01 Dated _____

INTEGRITY PACT

Between

The State Trading Corporation of India Limited, a company incorporated under the Companies Act 1956 and having its registered office at Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi - 110001 hereinafter referred to as **'STC'**,

And

……………………………….., a company registered under …………….……… and having its registered office at ………………………………., hereinafter referred to as „**The Bidder/Contractor**

STC has invited tenders for Appointment of Application Service Provider for providing e-Commerce Platform and intends to award contract/s of the same under laid down organizational procedures, STC values full compliance with all relevant laws of the land, rules, regulations, and economic use of resources and of fairness/transparency in its relations with its bidders/contractors. In order to achieve these goals, STC has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of STC

(1) STC commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

    a. No employee of STC, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
    b. STC will, during the tender process treat all bidder(s)/contractor(s) with equity and reason. STC will in particular, before and during the tender process, provide to all bidders/contractors the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
    c. STC will exclude from the process all known prejudiced persons/entities.

(2) If STC obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption (PC) Act, or if there is a substantive suspicion in this regard, STC will inform its Chief Vigilance Officer and initiate disciplinary actions as per its laid down procedures.

Section 2 – Commitments of the Bidder/Contractor

(1).The Bidder/Contractor commits to take all measures necessary to prevent corruption

and to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of STC"s employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder/Contractor will not commit any offence under the relevant Indian Penal Code/Prevention of Corruption / Indian Penal Code and Prevention Of Corruption act Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by STC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.

e. The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.

(2).The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future tenders/contracts

If the Bidder/Contractor, before award of the contact or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, STC shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, STC shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for a duration as may be considered appropriate by it.

Section 4 - Compensation for Damages and Forfeiture of EMD

(1) If STC disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, STC shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.

(2) If STC terminates the contract according to Section 3, or if STC is entitled to terminate the contract according to Section 3, STC shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 5 – Previous transgression

(1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded and STC may take any legal action thereupon as it deems fit.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

(1) The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to STC before signing of the contract, if awarded in its favour.
(2) STC will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
(3) STC will disqualify from the tender process any bidder/contractor who does not sign this Pact with STC or violates its provisions.

Section 7 – Criminal charges against Bidder(s)/Contractor(s) /Subcontractor(s)

If STC obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an Associate of the bidder, contractor or subcontractor which constitutes corruption, or if STC has substantive suspicion in this regard, STC will inform the same to its Chief Vigilance Officer.

Section 8 – Independent External Monitor /Monitors

(1) STC has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, STC.
(3) Bidders/Contractors accept that the Monitor has the right to access, without restriction, all project documentation of STC including that provided by the Bidder/ Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same will also be applicable to Subcontractor. The Monitor shall treat the information and documents of STC and the Bidder/Contractor/Subcontractor with confidentiality.
(4) STC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between STC and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of STC and request the Management to discontinue or take correction action or to take other relevant action. The Monitor may in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CMD, STC within 8 to 10 weeks from the date of reference or intimation to him by STC and should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CMD STC a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD STC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.

(8) The word Monitor would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract, and for all other bidders six months after the contract has been awarded. If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, STC.

Section 10 – Other provisions

(1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. The arbitration clause if any in the tender / contract shall not apply to this agreement. Place of performance and jurisdiction is the Registered Office of STC. i.e. New Delhi.

(2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.

(3) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid. In such a case, the parties will strive to come to an agreement to their original intentions.

_____   _____

(For & On behalf of STC)   **(For & on behalf of The Bidder/Contractor)**

(Office Seal)   (Office Seal)

Place   :

Date   :

Witness 1 :   Witness 1 :

Signature _____

Name   _____

Address   _____

            _____

            _____

Witness 2 :

Signature _____

Name   _____

Address   _____

            _____

Signature _____

Name   _____

Address   _____

            _____

            _____

Witness 2 :

Signature _____

Name   _____

Address   _____

            _____

5.5 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 Sirs,

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' for providing and the 'Application Service Provider' having agreed to provide a Performance Guarantee of the faithful 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 this ....   day of -- ...... ----- at ....

WITNESS
1)
SIGNATURE ....   SIGNATURE
NAME ....
OFFICIAL ADDRESS ....   NAME
                                         ....
                                         DESIGNATION
                                         ....

5.6 Draft Format of Corporate Guarantee

To,

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

THIS CORPORATE GUARANTEE is executed at New Delhi on this (_____) day of_____ **, 2016** by M/s Company within the meaning of the Indian Companies Act, 2013and having its Corporate Office at _____ (hereinafter referred to as _ASP) which expression shall unless it be repugnant to the subject or context thereof, include its successors assigns,Legal heirs,legal representatives,agents & executors.

IN FAVOUR OF

The State Trading Corporation of India Limited, a Government of India Enterprise, (acompanyincorporatedundertheCompanies Act1956)having its Head Office at Jawahar Vyapar Bhawan,Tolstoy Marg,New Delhi.-110001 (hereinafter referred to as STC which expression shall, unless excluded repugnant to the context, be deemed to include its successors and assigns).

WHEREAS

A   _____ (ASP) & STC have entered into an Agreement vide Ref No._____on _____ **, 2016**(hereinafterreferred to as the "Said Agreement "for p r o v i d i n g e - C o m m e r c e P l a t f o r m "

As per the terms and conditions mentioned in the **Tender Notice Number STC/E-commerce/2016-17/01 Dated**.

B.   As per the terms of the Tender No. **Tender Notice Number STC/E-commerce/2016-17/01 Dated**, M/s. _____(ASP)have agreed to provide E-Commerce Platform to various Government/Non-Government customers of STC.

C.   As per the terms of the Tender No. **Tender Notice Number STC/E-commerce/2016-17/01 Dated**, M/s._____ (ASP) have agreed to furnish a Corporate

Guarantee for an amount of **Rs. _____**as guarantee, valid for the tenure of the Said Agreement i.e. Five Year plus Six months in the first instance from the date of this Guarantee provided always that before expiry of this Guarantee continued herein. We shall, from time to time on being called upon by STC, to do so extend the validity of this Guarantee forthwith as may be required by STC for a further period of Six Months on each occasion.

D.   In consideration thereof, as per the terms of the _____(end customer agreement **Dated**, _____ hereby Guarantee for a value of _____valid for the tenure of the Said Agreement i.e. _____ years & Six months in the first instance from the date of this Guarantee provided always that before expiry of this Guarantee continued herein. We shall, from time to time on being called upon by STC, to do so extend the validity of this Guarantee forthwith as may be required by STC for a further period of Six Months on each occasion.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1) THAT in the event of any default on the part of __ASP_____ to deliver the subject SLA"s dated _____ as per the provisions of the Said Agreement, this agreement provides for drawal of such outstanding amount paid by STC to _____. _____ do hereby guarantee and undertake to pay to STC on demand any and all the monies payable by ASP to the extent of **Rs. _____** as aforesaid, at anytime without any demur, reservation, contest, recourse or protest against all claims/outstanding dues arising out of the contract/agreement within **15** days from the date of issuance of demand notice by STC. Any such demand made by STC shall be conclusive and binding notwithstanding any difference between _____(end customer) and_____ or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

2) _____(ASP) undertakes not to revoke this guarantee during its currency without previous consent of STC and further agrees that this Guarantee herein contained shall continue to be enforceable within its validity.

3) We agree that the decision of the STC for determining the claim etc is final and binding on us and we shall be liable to pay forthwith on demand to STC for the purpose provided always that our liability under the Guarantee shall be restricted to the amount of Rs. _____Crore specified herein before.

4) ASP further agrees that the Guarantee herein contained shall remain valid notwithstanding the liquidation, dissolution or reconstruction of any of the parties hereto.

5) It is further understood and agreed that the irrevocable Guarantee hereby created in favour of STC shall remain valid and in full force and effect until payment of the aforesaid amount stated herein before is made by us to the STC pursuant to this Guarantee.

The terms and conditions of payment and adjustment against delivery of material are to be governed by the said SLA dated . The liability of ASP under the guarantee is restricted to **Rs. _____** and shall remain in force until **01st July, 2017**. This corporate guarantee is issued with the approval of Board of Directors of M/s. _____(ASP) and in pursuance to the board resolution passed . in its meeting held on _____ and common seal of the company is affixed in witness whereof ASP has executed this guarantee through their authorized representative on this (_____) day of _____, 2016.

FOR AND ON BEHALF OF THE SUCESSFUL BIDDER

AUTHORIZED SIGNATORY

5.7 Letter of Undertaking

FOR AND ON BEHALF OF_____ (ASP).

(On non-judicial stamp paper)

LETTER OF UNDERTAKING

Dat
ed-

I_____(name),_____(Designation) has

been fully authorized by the Board of my Company viz. M/s _____ to agree for and on behalf of the Management as per Board Resolution No _____ dated_____(copy enclosed in original), that we will abide by all the terms and conditions of the tender Notice Number STC/E-commerce/2016-17/01 Dated _____ in which we have participated & submitted our bids & emerged as L-1 bidder. We also assure STC to undertake all necessary steps to successfully execute the supply contract awarded to us. We undertake to provide all services mentioned in the tender notice & SPC, signed and within the specified schedule agreed upon in the said tender. As and when required, we undertake to submit all necessary documents/invoices/challis etc., legitimately to enable STC to get payment from end customer on Back-To-Back basis.

We undertake to protect STC from all liability or against all losses, claims, damages, demurrages, costs, penalties, liabilities etc. arising out of this contract for developing e-Commerce Platform for various Government/Non-Government customers of STC (BOT basis).

For and on behalf of the Management

(_____)ASP

5.8 Format for Self Declaration regarding not blacklisted

(On Company Letter Head)

<u>TO WHOMSOEVER IT MAY CONCERN</u>

Our Firm, _____ (Bidder Name) has no past or present criminal record with the Police/Vigilance/Enforcement dept of any State Govt. /Govt. of India and our Firm or any of Director or our representatives were never blacklisted under any law prevailing in India for corrupt, fraudulent practices or reasons related to non-performance in an engagement by any of the State Govt / any Government Organization/ Federation/ any other Government owned agency including quasi-Government sector organization or company at any time or involved in diversion of stocks or involved in case under EC Act or convicted by Court of Law in a Criminal case.

Date:

Place:

Authorized Signatory

Name:

Designation:

(On Company Letter Head)

TO WHOMSOEVER IT MAY CONCERN

We here by give consent to STC to invoke the Bank Guarantee as and when required by STC in accordance with the Terms and Conditions of the Contract No.........Date etc. between STC and the ....(Name of ASP Company)

Date:

Place:

Authorized Signatory

Name:

Designation:

5.10 Acronyms

ASP	Application Service Provider
BOT	Build Own Operate Transfer
CA	Certification Authorities
DSC	Digital Signature Certificates
ECV	Estimated Contract Value
EMD	Earnest Money Deposit
IPR	Intellectual Property rights
LAN	Local Area Network
LOI	Letter of Intent
MIS	Management Information System
OEM	Original Equipment Manufacturer
PKI	Public Key Infrastructure
PPP	Public Private Partnership
RFP	Request for Proposal
SRS	System Requirement Specification
SLA	Service Level Agreement
SSL	Secure Socket layer
SSP	Software Solution Provider
WRD	Water Resource Department
WAN	Wide Area Network