

THE STATE TRADING CORPORATION OF INDIA LTD. (STC)

Appointment of Project Management Consultant for IT Upgradation

Reference No. STC/RFP/PMC-IT/2013

June 20, 2013

A. Invitation of offers for Appointment of Project Management Consultant for IT Upgradation:

STC invites offers from reputed organizations having relevant experience for appointment as Project Management Consultant (PMC-IT) for its proposed IT upgradation. The last date for receipt of offers is 12.07.2013 (11:00 AM). Technical bids will be opened in the presence of willing bidders or their authorized representatives on the same day at 11:30 AM in the STC office. Date of opening of price bids will be separately communicated to technically qualified bidders.

Organizations interested in responding to this announcement must submit their bids in the prescribed formats alongwith all necessary documentation and information requested therein. Both the Technical Bid and the Financial Bid should be submitted on company letterheads in two separate sealed covers. All pages, including enclosures, must be serial numbered and signed by the authorized signatory.

An Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty five thousand only) in the form of Demand Draft drawn in favour of "The State Trading Corporation of India Limited" and payable at New Delhi must be submitted alongwith the Technical Bid. No Bank Guarantee will be accepted in lieu of the Demand Draft. The EMD of unsuccessful bidders shall be refunded without any interest at the earliest opportunity after selection of the Vendor. The EMD of the successful bidder shall be held till the submission of Performance Bank Guarantee and signing of Contract.

The duly completed Technical Bid, sealed in an envelope alongwith EMD and other enclosures, should be superscribed "TECHNICAL BID FOR APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT FOR IT UPGRADATION". Similarly, the duly completed Financial Bid should be sealed in an envelope and superscribed "FINANCIAL BID FOR APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT FOR IT UPGRADATION". Both the envelopes should then be put into a third envelope, sealed and superscribed "BID FOR APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT FOR IT UPGRADATION" and the same should be dropped in the Tender Box on 23rd floor at the following address so as to reach on or before 11:00 AM on 12.07.2013.

The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

STC shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

B. STC Background:

STC is a premier international trading company of the Government of India undertaking exports, imports and domestic trading operations on behalf of Govt. of India as also for private trade and industry. It had a turnover of about Rs. 20,000 crore during 2012-13. In addition to its Corporate Office (CO) in New Delhi, it has 13 branches / sub-branches spread throughout the country.

C. Description of Requirement:

STC wishes to upgrade its IT implementation particularly in the area of Finance where it wishes to replace the existing Tally System with an appropriate ERP package so as to provide seamless integration of data between C.O. and Branches of STC. STC also wishes to include payroll accounting and Intranet solution in the proposed implementation. It is proposed to appoint a PMC-IT to oversee the upgradation of IT facilities. Selected Vendor may also be required to visit some of the major branches.

D. Scope of Work:

1. The selected Vendor shall review and update the BPR document and Functional Requirements prepared by STC with the help of a professional agency and suggest improvements to the same.
2. The selected Vendor shall prepare duly revised Functional Requirements for upgrading IT implementation in the area of Finance with an appropriate ERP package for its Corporate Office and Branches including payroll accounting and Intranet solution with necessary networking in the proposed implementation.
3. The selected Vendor shall be required to undertake supervision for implementation of proposed IT solution including but not limited to:
 - Finalization of Request for Proposal (RFP) and all other tender documents for inviting bids for upgradation of IT implementation.
 - Guidance and assistance in Bid Management, Bid Evaluation, drafting & finalization of contracts and all related jobs.
 - Drafting / Managing the Service Level Agreements (SLAs).
 - Overall supervision of development of proposed IT solution, its implementation, installation, pre-commissioning, testing, etc.
4. The selected Vendor shall render advise on all aspects related to setting up and operation of networking including assessment of need for Bandwidth / Connectivity.

- The selected Vendor will supervise and handhold through the implementation for a period of 3 months after handover of the successful implementation of the ERP package.

E. Time Frame:

- The Vendor selection shall have to be completed within a maximum period of 4 months from the date of assignment / appointment.
- Implementation shall be completed within a maximum period of 6 months from date of selection of Vendor.

F. Pre-Qualifications:

The bidding company should be registered in India and have a minimum turnover of Rs. 2 crore from Project Management Consultancy in IT implementation combined in the three preceding years i.e. 2012-13, 2011-12 and 2010-11 or 2011-12, 2010-11 and 2009-10 for which data is available. Copies of annual reports / CA certificates to be enclosed in support of the turnover claimed. Format of CA certificate is given as Annexure – 1.

G. Evaluation Process:

The selection will be made in a two-step process. Firstly, only technical bids will be opened and evaluated by a committee. Technical bids will be assessed on the basis of past experience and quality and experience of the team proposed to be assigned. Out of 100 marks, maximum of 75 marks shall be for the past experience in undertaking the similar projects and maximum of 25 marks shall be assigned for the quality & experience of the proposed team. **Minimum qualifying marks in the technical evaluation shall be 60.** Past experience shall be evaluated as follows:

* For undertaking Project Management for IT projects during three preceding years for the large public / private sector, and/or multinational clients having turnover of	Max. Marks for each Project
Rs. 500 crore or more	20
Rs. 250 crore or more but less than Rs. 500 crore	15
Rs. 100 crore or more but less than Rs. 250 crore	10
Rs. 50 crore or more but less than Rs. 100 crore	5
Less than Rs. 50 crore	0

- * Bidders are required to furnish a one-page write up for each project briefly indicating scope of work and attach documentary evidence to confirm (i) that project qualifies as Project Management Consultancy for IT implementation (ii) turnover of the client company (iii) Assignment fee (iv) Title and address of Project (v) Completion Date or Status (vi) Name of the client company for which the project had been undertaken with contact person's name, position, phone and mobile no.

Financial bids of only those bidders will be opened who qualify by scoring at least 60 marks in the technical evaluation and who have furnished the required EMD. Time and venue of opening of Financial bids shall be informed separately to the technically qualified bidders.

H. Award of Work:

The work shall be awarded to the technically qualified bidder quoting the lowest fee.

I. Payment Terms:

1. No advance payment will be paid at the beginning of the work.
2. The payment shall be made in phases as follows:

(a)	On finalization of RFP	15%
(b)	On completion of the selection of vendor for implementation of upgraded IT solution	15%
(c)	On completion of the successful implementation and handover to STC	50%
(d)	On completion of supervision & handholding for a period of 3 months after handing over of implementation to STC	20%

3. Payments will be released within 30 days of the completion of each phase.
4. The price quoted shall be inclusive of sales tax, service tax, VAT, work contract tax or any other taxes and duties and all such taxes and duties shall be borne by the successful bidder.
5. STC shall deduct all applicable taxes while releasing payments to the selected Vendor.
6. All changes in rates of taxes shall be to the selected Vendor's account.

J. Other Terms and Conditions:

1. Offers should be valid for a period of 90 days from the last date of receipt of the bids.
2. All the eligibility data should pertain to the Bidder Firm only and not to its parent/group/subsidiary Company.

3. STC reserves the right to change or cancel the requirements at any time or reject any or all offers, wholly or partly, without assigning any reason whatsoever.
4. Offers received without EMD amount shall be summarily rejected and no further correspondence shall be entertained in this regard.
5. Bids containing erasures or alterations without signatures will not be considered.
6. The selected Vendor shall confirm its acceptance within 07 days from the date of award of the assignment and shall furnish a bank guarantee, in the format prescribed by STC, equal to 10% of the total bid amount. The bank guarantee shall be kept valid till successful handover of the IT implementation to STC. Draft format of the PBG is given at Annexure-2.
7. Fee quoted should be inclusive of all costs, taxes, duties, travel, out-of-pocket expenses, etc.
8. Any offer received after the prescribed deadline will be rejected.
9. The selected Vendor shall not be entitled to participate in the subsequent related tenders either directly or through its subsidiaries or group/sister/associate companies.
10. Conditional offers are liable to be rejected.
11. Offers submitted by telex, telegrams, fax or e-mail shall not be considered.
12. Prices offered by the bidders in Financial Bid may be mentioned both in words and figures, otherwise the offer will be rejected summarily. In case of any variation in the words and figures, the prices written in words shall be considered as offer price.
13. The selected Vendor will be required to enter into a contract with STC binding them to complete the assignment as per Scope of Work contained herein at the agreed fees. Draft Format of the contract is given at Annexure-3.

K. Confidentiality:

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

For any further clarification, contact:

Mr. Anand Parkash,
Deputy General Manager-IT,
The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan, Tolstoy Marg,
New Delhi-110001
Ph. No. 011-23462026
Mob. No. 09810076583
Fax. No. 011-23701106
E-mail: it@stc.gov.in

TECHNICAL BID
(To be submitted on letterhead)

To:
Mr. Anand Parkash,
Deputy General Manager-IT
The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

**Sub: APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT FOR IT
UPGRADATION**

Sir,

Reference announcement STC/RFP/PMC-IT/2013 dated 20.06.2013 issued by STC, we wish to be considered for appointment of PMC-IT by STC and submit below our Technical Bid in response to the announcement.

1. Organisation's Information:

a. Organisation's Name:

b. Office Address :

c. Telephone:

d. Fax:

e. Email:

f. Contact Name:

(with Mobile No.)

g. Main line of Business:

2. Annual Turnover from Project Management Consultancy for IT projects for the three preceding years available:

Year

Turnover in Rs. Lakhs

2012-13:

2011-12:

2010-11:

2009-10:

(Please attach a certificate from practicing Chartered Accountant in support of the Turnover. Figures for 2009-10 will be considered only in case it is certified by a Chartered Accountant that audited accounts for the year 2012-13 have not been compiled)

3. List of Projects Handled (For pre-qualification and/or technical evaluation)

S.No.	Name of Project	Client Name	Turnover of the Client Company	Assingment Fee

For each project, furnish a one-page write up briefly indicating scope of work and attach documentary evidence to confirm (i) that project qualifies as Project Management Consultancy for IT implementation (ii) Completion Date or Status (iii) Name of the client company for which the project had been undertaken with contact person's name, position, phone and mobile no.

4. A brief profile of the team proposed to be deputed (including qualification, experience and likely deployment viz full time/part time/etc.)
5. Strengths of your organization in terms of (a) Prior Consultancies in similar areas and (b) Quality and experience of team.
6. List of Documents attached (Certificate of Incorporation, copies of PAN/TAN, Annual Report for three preceding three years, Documentary evidence (CA certificate) in support of turnover as Project Management consultancy for IT implementation, documentary proof of having undertaken the projects listed in (3) above and details of team proposed to be deployed must invariably be attached)

We enclose herewith a demand draft of Rs. 25,000/- as EMD as per the following details:

Demand draft No. _____
Dated _____
Drawn on Bank _____
Branch _____

We agree to abide by all the terms and conditions contained in STC's above referred announcement.

The Financial Bid is enclosed in a separately sealed cover superscribed "FINANCIAL BID FOR APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT FOR IT UPGRADATION".

Yours faithfully,

Signature : _____
Name : _____
Company Seal : _____

FINANCIAL BID
(To be submitted on letterhead)

To:
Mr. Anand Parkash,
Deputy General Manager-IT
The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

**Sub: APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT FOR IT
UPGRADATION**

Sir,

Reference announcement STC/RFP/PMC-IT/2013 dated 20.06.2013 issued by STC and in continuation of the Technical Bid furnished by us in a separate sealed cover, we submit below our Financial Bid.

1. Organisation's Information:

a. Organisation's Name: _____

b. Office Address : _____

c. Telephone: _____

d. Fax: _____

e. Email: _____

f. Contact Name: _____
(with Mobile No.) _____

2. Total fee quoted : In figures: Rs. _____
(All Inclusive) In words: Rupees. _____

We agree to abide by all the terms and conditions contained in STC's above referred announcement.

Yours faithfully,

Signature : _____
Name : _____
Company Seal : _____

ANNEXURE – 1

Format of the certificate, to be given by the chartered accountant, in respect of annual turnover from Project Management Consultancy for IT implementation for the three preceding years.

ON THE LETTER HEAD OF THE CHARTERED ACCOUNTANT

TO WHOM IT MAY CONCERN

This is to certify that the annual turnover from 'Project Management Consultancy for IT implementation' work undertaken by the company/organization M/s _____, during the three preceding years was as given below:

Financial Year	Annual Turnover from 'Project Management Consultancy for IT implementation' (Rupees Crores)
2012-13	
2011-12	
2010-11	
2009-10*	

* To be filled in only if audited accounts for the year 2012-13 have not been compiled.

It is further certified that audited accounts for the year 2012-13 have not been compiled (Applicable only if the figures for 2012-13 are not provided).

Signature with seal of the CA firm

Place:

Date:

Format for submitting PBG

The State Trading Corporation of India Ltd.,
Jawahar Vyapar Bhawan,
Tolstoy Marg,
New Delhi-110001

Dear Sir,

1. Against Contract _____ entered into between The State Trading Corporation of India Ltd. (hereinunder referred to as STC) and M/s _____ having its registered office at _____ (hereinunder referred to as the Consultant), this is to certify that at the request of the Consultant, We _____ (Bank) a body corporate constituted under _____ its Head Office at _____ and having a Branch Office amongst other places at _____ (herein under called the Bank) unconditionally and irrevocably guarantee to pay to the STC immediately on receipt of a written demand received by us on or before _____, an amount of Rs. _____ (Rupees _____ only) without any protest or demur or reference to the Consultant, if the Consultant fails to perform all or any of the obligations under the Contract. The decision of STC duly communicated in writing received by us on or before _____ that the Consultant have failed to perform all or any of the obligations under the contract shall not be questioned and shall be final and conclusive. The said amount of Rs. _____ will accordingly forthwith be paid without any conditions or requirements of our proof whatsoever failing which interest @ 15% per annum on monthly rest basis shall be payable by the bank to the STC.
2. It is fully understood that this guarantee is effective for the period up to _____ and that we the Bank undertake not to revoke this guarantee during its currency without the consent in writing of the STC.
3. We, the Bank further agree that the STC shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or/extend time of performance by the Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the STC against the said Consultant and/or forbearance to enforce any of the terms and conditions related to the said Contract and we the Bank shall not be released from our liabilities under this guarantee by reasons of any

such variations or extensions being granted to the said Consultant or for any forbearance and/or commission on the part of the STC or any indulgence by the STC to the Consultant or by any other matter or thing whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this performance guarantee.

4. We, the Bank agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Consultant or STC.
5. The guarantee will be governed by Indian Laws and will be subject to jurisdiction of competent courts in New Delhi, India alone.

Notwithstanding anything mentioned herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) plus Interest @ 15% p.a. for the delayed period and it will remain in force upto _____. Unless a claim under the guarantee is filed on us on or before _____, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities there under whether or not the original guarantee is returned to us.

The confirmation of this bank guarantee is available with our controlling office.

Notwithstanding anything contained herein above:

1. Our liability under the guarantee shall not exceed Rs. _____ (Rupees _____ only) plus Interest @ 15% p.a. for the delayed period.
2. The Bank Guarantee shall be valid up to _____.
3. We are liable to pay the guarantee only if you serve upon us a written claim a demand (which should be received by us) on or before _____ before 1400 hours (IST) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

Seal of the
Bank

Authorised
Signatory

FORM OF CONTRACT

This **CONTRACT** (hereinafter called the “**CONTRACT**”) is made on the ____ day of _____, 2013

BETWEEN

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

AND

_____, a company registered under the Companies Act, 1956 and having its registered office at _____

_____ (hereinafter referred to as “**CONSULTANT**” which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of second part.

WHEREAS STC seeks to upgrade its IT implementation particularly in the area of Finance where it wishes to replace the existing Tally System with an appropriate ERP package and also wishes to include payroll accounting and Intranet solution in the proposed implementation.

AND WHEREAS STC proposes to engage a consultancy services organization to oversee the upgradation of IT facilities as defined in greater detail at clause 1 (hereinafter referred to as **PROJECT**).

AND WHEREAS **STC** invited offers from the Project Management consultancy service organisations for the **PROJECT** vide its RFP reference no. STC/RFP/PMC-IT/2013 dated 20.06.2013.

AND WHEREAS **CONSULTANT** is in the business of providing consultancy and advisory services for managing IT implementation projects.

AND WHEREAS **CONSULTANT** has offered consultancy services for managing upgradation of STC's IT implementation vide its proposal dated _____ for the said **PROJECT** in response to STC's RFP referred to earlier.

AND WHEREAS **STC** is willing to engage the **CONSULTANT** for the said **PROJECT** on the terms and condition set forth in this **CONTRACT**.

NOW THEREFORE, in consideration of the premises and the covenants setforth in this **CONTRACT**, **STC** and **CONSULTANT** mutually agree and confirm the agreement detailed herein and witnesseth as follows:

1. PROJECT

WHEREAS STC is seeking to upgrade its IT implementation particularly in the area of Finance where it wishes to replace the existing Tally System with an appropriate ERP package. It also wishes to include Payroll Accounting and Intranet solution in the proposed implementation.

The Scope of Work of the CONSULTANT under the PROJECT will, inter alia, include the following:

- i. The selected Vendor shall review and update the BPR document and Functional Requirements prepared by STC with the help of a professional agency and suggest improvements to the same.
- ii. The selected Vendor shall prepare duly revised Functional Requirements for upgrading IT implementation in the area of

Finance with an appropriate ERP package for its Corporate Office and Branches including payroll accounting and Intranet solution with necessary networking in the proposed implementation.

- iii. The selected Vendor shall be required to undertake supervision for implementation of proposed IT solution including but not limited to:
 - Finalization of Request for Proposal (RFP) and all other tender documents for inviting bids for upgradation of IT implementation.
 - Guidance and assistance in Bid Management, Bid Evaluation, drafting & finalization contracts and all related jobs.
 - Drafting / Managing the Service Level Agreements (SLAs).
 - Overall supervision of development of proposed IT solution, its implementation, installation, pre-commissioning, testing, etc.
- iv. The selected Vendor shall render advise on all aspects related to setting up and operation of networking including assessment of need for Bandwidth / Connectivity.
- v. The selected Vendor will supervise and handhold through the implementation for a period of 3 months after handover of the successful implementation of the ERP package.

2. TOTAL FEE PAYABLE

STC will pay to **CONSULTANT** an all-inclusive fee of Rs. _____/-
(Rupees _____ only) for the
PROJECT as per the terms listed below:

- i. No advance payment will be paid at the beginning of the work.
- ii. The payment shall be made in phases as follows as per review of the progress of work by a Project Monitoring Committee to be set up by STC as mentioned in clause 6 of this **CONTRACT**:

(a)	On finalization of RFP	15%
(b)	On completion of the selection of vendor for implementation of upgraded IT solution	15%
(c)	On completion of the successful implementation and handover to STC	50%
(d)	On completion of supervision & handholding for a period of 3 months after handing over of implementation to STC	20%

- iii. All payments shall be released within 30 days of completion of phase subject to the same being found satisfactory by **STC**.
- iv. The fee quoted above is inclusive of sales tax, service tax, VAT, work contract tax or any other taxes and duties and all such taxes and duties shall be borne by the **CONSULTANT**.
- v. **STC** shall deduct any statutory taxes or duties while releasing payments to the **CONSULTANT**.
- vi. All changes in rates of taxes shall be borne by the **CONSULTANT**.
- vii. No other charges on account of travelling, boarding, lodging, local conveyance, phone, STD, FAX, e-mail, photocopy, binding or on any other account will be payable by **STC**. All such costs shall be borne by the **CONSULTANT**.
- viii. All payments shall be made in Indian Rupees.

3. PERFORMANCE BANK GUARANTEE

CONSULTANT shall immediately submit a Performance Bank Guarantee (PBG) of an amount equal to 10% of the total fee mentioned in (2) above as per the Performa prescribed by STC.

PBG shall be submitted initially for six months and will be kept valid till successful completion of the **PROJECT**. PBG shall be returned by **STC** to the **CONSULTANT** alongwith last payment.

4. PROJECT COMPLETION SCHEDULE

Selection of vendor for implementation of upgraded IT solution shall have to be completed within a maximum period of 4 months from the date of assignment.

After selection of Vendor, implementation shall be completed within a maximum period of 6 months from the date of selection of Vendor.

5. STC's OBLIGATIONS

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

6. PROJECT MONITORING

STC shall set up a Project Monitoring Committee to monitor the progress of the **PROJECT**. **STC** may, in its sole discretion, appoint experts from outside **STC** on this Committee.

The **CONSULTANT** will be required to submit fortnightly progress reports to **STC** and may also be asked to make presentations before the Monitoring Committee. The **CONSULTANT** may raise, before this Committee, any issue relating to the inputs expected from **STC** or any other difficulty experienced in carrying out the **PROJECT**.

7. DOCUMENTS

All plans, drawings, specifications, designs, reports and other documents prepared by the **CONSULTANT** for **STC** under this **CONTRACT** shall become and remain the sole property of **STC** and the **CONSULTANT**

shall deliver all such documents to **STC** in hard as well as soft copies. The **CONSULTANT** may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from **STC** and **STC** reserves the right to grant or deny any such request.

Materials made available to the **CONSULTANT** by **STC** shall also be the sole property of **STC** and shall not be used for any purpose other than the **PROJECT**.

8. LIQUIDATED DAMAGES

If the **CONSULTANT** fails to complete the entire **PROJECT** or any part thereof by the scheduled completion date or any extended date granted by **STC** in its sole discretion, **STC** shall deduct liquidated damages at a rate of 0.5% per week of delay or part thereof subject to a maximum of 5% of the total fees.

If a part of the **PROJECT** has been completed and accepted by **STC** within the time frame, the liquidated damages shall be reduced in the proportion, which the value of the part so completed bears to the value of whole **PROJECT**.

Liquidated damages shall not be applicable if and to the extent the services by the **CONSULTANT** get affected due to delayed supply of inputs by **STC**.

9. JURISDICTION & APPLICABLE LAW

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceedings arising out of or relative to the **CONTRACT** (including any arbitration in terms thereof) shall lie only in the COURT of Competent Civil Jurisdiction in this behalf at Delhi and only the said

Court(s) shall have jurisdiction to entertain and try any such actions(s) and/or proceeding(s) to the exclusion of all other Courts.

This **CONTRACT** will be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts of Delhi, India.

10. **NOTICES**

Subject to any provisions in the **CONTRACT** to the contrary, any notice, or communication sought to be served by the **CONSULTANT** on **STC** with reference to the **CONTRACT** shall be deemed to have been sufficiently served upon the **STC** (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by courier or by Speed Post to the authorised representative of **STC**.

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

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

STC or the **CONSULTANT** may change its notice address at any time by so advising the each other thereof in writing.

11. **INDEMNITY**

CONSULTANT shall hold harmless and indemnify **STC** against any claims or liability because of personal injury including death of any

employee of **CONSULTANT** arising out of or in consequences of the performance of this **CONTRACT**.

STC shall not be responsible for any loss or damage to property of any kind belonging to **CONSULTANT** or its employees.

12. CONFIDENTIALITY

The **CONSULTANT** agrees that all financial, statistical, marketing and personnel data relating to **STC's** business and any other information provided by **STC**, are confidential information of **STC**. **STC** agrees that **CONSULTANT's** proprietary methodology, software, tools and any other information identified as confidential by **CONSULTANT** are confidential information of **CONSULTANT**. **STC** and **CONSULTANT** shall use all such Information only for the purpose of this **CONTRACT** and shall not disclose such Confidential Information to any third party, without the prior written consent, other than to each other's employees on a need-to-know basis.

13. FORCE MAJEURE

For the purpose of this **CONTRACT**, "Force Majeure" means an event which is beyond the reasonable control of **STC** or **CONSULTANT**, is not foreseeable, is unavoidable and 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 power 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 the **CONTRACT**.

The failure of **STC** or the **CONSULTANT** to fulfil any of its obligations shall not be considered to be a breach of, or default under, this **CONTRACT** insofar 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 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 **CONSULTANT** shall, pursuant to this **CONTRACT**, is required to complete any action or task, shall be extended for a period equal to the time during which **CONSULTANT** was unable to perform such action as a result of Force Majeure.

Both **STC** and **CONSULTANT** 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 the **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 the **CONTRACT** as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

14. **ARBITRATION**

If, at any time, any difference or dispute arises between **STC** and **CONSULTANT** regarding interpretation, execution or implementation of the **CONTRACT**, both shall try to settle the same amicably through discussions. Difference and/or disputes remaining unresolved 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.

Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between **STC** and **CONSULTANT** shall be English.

Arbitrator(s) shall give reasons for the award and the award shall be binding on **STC** and **CONSULTANT** and enforceable at the courts of jurisdiction at New Delhi, India.

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

15. **SEVERABILITY**

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

16. SUSPENSION

STC shall have right to suspend, partly or as a whole, at any time the performance of services by notice of at least 14 days to **CONSULTANT**. In such event, **STC** and the **CONSULTANT** shall mutually decide feasibility of resuming the **PROJECT**.

17. TERMINATION

This **CONTRACT** shall stand terminated on the occurrence of any of the following events:

- i. On full and final discharge of the obligations of either **STC** or **CONSULTANT**.
- ii. On mutual agreement to terminate.
- iii. On suspension of **PROJECT** under clause 16 above for a period exceeding 3 months.
- iv. On account of Force Majeure, as set forth in clause 13, provided force majeure continues for a period of 90 days or for a period as decided mutually by **STC** and **CONSULTANT**.
- v. On expiry of 30 days of **STC** issuing a written notice to the **CONSULTANT** about unsatisfactory or, deficient performance of the **CONSULTANT** and the **CONSULTANT** failing to comply with the requisitions contained in the said written notice issued by **STC** during the 30 days period.
- vi. In all cases of termination herein set forth, the obligation of **STC** to pay as per clause 2 for **CONSULTANT's** performance shall be limited to the work done out of specified Scope of Work and already accepted by **STC**.
- vii. Clauses 11, 12 and 14 shall survive and remain valid even after the termination of the **CONTRACT**.

18. GUARANTEES

CONSULTANT guarantees that the services as specified / described under the scope of **CONSULTANT** in this **CONTRACT**, and technical documents to be prepared shall be in accordance with sound and established practices, using generally accepted Indian Codes, Regulations and International Standards wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.

19. LIABILITIES

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

Notwithstanding anything to the contrary contained in this **CONTRACT**, neither the **CONSULTANT** nor **STC** shall, under any circumstances, be liable to the other party for any claim based upon any third party claim or for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages arising out of or in connection with any malfunctions, delays, loss of data, loss of profit, interruption of service or loss of business or anticipatory profits, even if a party have been apprised of the likelihood of such damages occurring. No action, regardless of form, arising out of this agreement may be brought by either party more than one (1) year after the cause of action has accrued.

20. INSURANCE

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

21. STATUTORY REQUIREMENTS

During the tenure of this **CONTRACT**, the **CONSULTANT** shall follow all Laws, Acts, Rules, Regulations, thereunder or any amendment thereof governing inter-alia customs, taxes, foreign exchange etc, as applicable to the given context.

22. SUB CONSULTANTS

The **CONSULTANT** shall not **sub-CONTRACT** any of its obligations under this **CONTRACT**.

23. GENERAL

The **CONSULTANT** shall not be entitled to participate either directly or through its subsidiaries or group/sister/associate companies in any subsequent tender(s) arising from this **PROJECT** which could conflict with the activities assigned to the **CONSULTANT** under this **CONTRACT**.

24. ENTIRE CONTRACT

STC's RFP reference no. STC/RFP/PMC-IT/2013 dated 20.06.2013 and CONSULTANT's offer dated _____ shall deem to be part of this **CONTRACT**. However, in case of any contradiction, the contents of this **CONTRACT** and that of STC's RFP will prevail in the order stated.

25. POINTS OF CONTACT

STC : Mr. Anand Parkash
Deputy General Manager-IT
23rd Floor, Jawahar Vyapar Bhawan,
Tolstoy Marg, New Delhi-110001.
Phone : 011-23462026
Mob. No. : 09810076583
Fax : 011-23701106
E-mail : it@stc.gov.in

CONSULTANT : _____

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

For and on behalf of **STC**

For and behalf of **CONSULTANT**

Signature :

Signature :

Name : Surender Kumar

Name :

Designation : Chief General Manager

Designation :

Place : New Delhi

Place : New Delhi

Date :

Date :

Witness

Witness