Tender for Appointment of Application Service Provider (ASP) under GST



Tender No.: CRP/FAD/X/235, dated 07.06.2017

**Last date for submission: 1:00 pm of 28.06.2017**

General Manager (Finance & Accounts)

The Singareni Collieries Company Limited

Head Office

Kothagudem

Dist: Bhadradri Kothagudem

Telanagana State- 507101.

**NOTICE INVITING TENDER (NIT)**

Sealed Tenders are invited for the following Job/ services in SCCL.

Name of Job/Services: Tender for Appointment of Application Service Provider (ASP) under GST.

**NIT No. :**

Earnest Money Deposit (EMD): Rs. 20,000/- (Rs. Twenty Thousand only) in form of DD/Pay Order in favour of ‘SCCL’ payable at Kothagudem.

**DATE OF SUBMISSION & OPENING OF TENDER**

Last date and time for submission of Tender : 1:00 pm of 28.06.2017

Date and Time of opening Techno-commercial Bid : 3:00 pm of 28.06.2017.

Date and Time of opening Price Bid : Bidders qualified for opening of their price bids shall be informed about the date of price bid opening at later stage.

Venue for opening of Tender : Head Office, SCCL,

 Kothagudem

The envelope containing Techno-commercial Bid and Price bid (Two separate inner envelopes in one big envelope) shall be dropped in the Tender Box placed at the Finance Department, Head office, SCCL, Kothagudem-507101 (or) addressed to General Manager (Finance & Accounts),Head office,SCCL,Kothagudem-507101

The details of the tender document are available in SCCL website **www.scclmines.com.** The corrigendum / addendum to this tender, if any, shall also be uploaded on the above website.

**TENDER DOCUMENT FOR**

Tender for Appointment of Application Service Provider (ASP) under GST.

**INDEX**

|  |  |  |
| --- | --- | --- |
| **Sl.No.** | **Particulars** | **Page no.** |
| 1 | Letter Inviting Bid | 4 |
| 2 | Salient Features of Bidding Document | 4 |
| 3 | Scope of work | 5-9 |
| 4 | Pre-Qualifying Requirements (PQR) | 9 |
| 5 | General Terms and Conditions | 10 |
| 6 | Earnest Money Deposit (EMD) | 11 |
| 7 | Performance Bank guarantee | 11 |
| 8 | Making and submission of bids | 12-14 |
| 9 | Bid validity | 14 |
| 10 | Bid opening | 15 |
| 11 | Evaluation of Techno-commercial bids | 15 |
| 12 | Price Bid evaluation | 15 |
| 13 | Notification of award | 16 |
| 14 | Terms of Payment | 16-17 |
| 15 | Jurisdiction of courts  | 17 |
| 16 | Format of Performance Bank Guarantee | 18-19 |
| 17 | Proposal Forms | 20-26 |

Note: This tender document contains 26numbers of pages.

**1. Letter Inviting Bid**

**Subject:** Tender for Appointment of Application Service Provider (ASP) under GST.

Dear Sirs,

The Singareni Collieries Company Limited (SCCL) is a jointly owned public Sector company with 51 : 49 share holding by Govt. of Telangana state and Govt. of India respectively, administrative control being with Govt. of Telangana state. The company is predominantly engaged in Coal Mining activities and is also into power generation with 2 X 600 MW power generating capacity. SCCL has its operations spread over 6 districts of Telangana namely Bhadradri Kothagudem, Khammam, Jayashankar, Peddapalli, Mancherial and Komaram Bheem.

The company is maintaining its accounts at Corporate Office, Kothagudem.

The day to day accounting is being done in SAP - (ERP).

SCCL invites offers in two bid system for Tender for Appointment of Application Service Provider (ASP) under GST. Bidders are requested to submit their offers as per the tender document. The last date and time of submission of tender documents complete in all respects is at 1:00 PM of 28.06.2017.

**2. Salient features of bidding document**

|  |  |
| --- | --- |
| Bidding document on website | 07.06.2017 |
| Last date and time of submission of Bids | 1:00 pm of 28.06.2017 |
| Mode of submission- Techno-commercial Bid & Price Bid | Bidders to submit the sealed tender to General Manger (Finance & Accounts) Head Office ,The Singareni Collieries Company Limited, Kothagudem, Dist Bhadradri Kothagudem-507101,Telangana (or) drop in the Tender Box placed at the Finance & Accounts Department, Head office, SCCL, Kothagudem-507101 |
| Opening of Techno-commercial bids | 3:00 pm of 28.06.2017, in presence of authorized participating bidders |
| Opening of Price Bids | Bidders qualified for opening of their price bids shall be informed about the date of price bid opening at later stage. |

**3.** Scope of work:

SCCL procures goods and avails services from thousands of vendors/contractors/service providers from across India and Outside India. The scale of operations of SCCL are outlined below:

No. of vendors: 6,000 – 7,000

No. of customers: 900 – 1,100

No. of sale Invoices/debit/credit Notes: 25,000 – 30,000 per month (pm)

No. of Line items in invoices raised by vendors/service providers: 25,000-30,000 pm

SCCL is looking for engagement of Application Service Provider (ASPs) for GST and the scope of services to be provided would include the following work.

1. Solution Framework of Operation of ASP and GSP & SCCL SAP-ERP system
2. Services offerings
* **The Service Provider (SP) should provide both GST Suvidha Provider services viz GSP and ASP services as defined in the GSTN eco system**
* The above mentioned Service Provider (SP) should operate a Portal with authenticated access to the Tax Payer viz SCCL
* SCCL has implemented SAP-ERP system which operates in the Intranet / WAN and not in Internet environment hence consuming GSTN APIs will not be possible, so the SP should also operate a secured portal for data uploads based on authentication.
1. Portal Features
* This portal should be accessible by SCCL with user-id / PWD system and supported by DSC at time of login
* The Portal should be able to handle uploads of large volume of records embedded in a single file, further error messages / record count should be displayed while uploading to facilitate corrections , avoid duplications and ensure delta uploads from the break points.
1. Enable SCCL to comply with the provisions of GST law through their web platform/portal vide interfaces via desktop, other interfaces, which will enable SCCL to interact with the GST system – Installation, configuration and connection of their web portal/ platform/application/tool.
2. To provide SCCL, innovative and convenient methods of interacting with the GST Systems, from registration, to uploading invoice details, to filing returns. These include the following:
3. Conversion of Sales/Purchase register Data in SAP-ERP to GST Compliant format and Integration of SCCL’s Accounting package i.e., SAP-ERP with GST System. The portal should have a feature to enable SCCL to upload Sales Register data generated from SAP in a file the format which may be either in csv, xls, xml, the file layout may be specified by the SP.
4. The above data transmission should happen using SSL protocol towards data security / integrity
5. Upload Outward Supplies Data Invoice wise (i.e., data from the sales register in SAP-ERP),
6. File GSTR-1 (Outward Supplies return) within the time prescribed under GST Law,
7. Download purchase data, i.e., inward supplies (receipts or purchase) in the form of draft GSTR-2 from the GST Portal,
8. Similarly the Portal should facilitate upload of Purchase Register data generated from SAP-ERP
9. Reconciliation of purchases made and entered in the purchase register (in SAP-ERP) and data downloaded in the form of GSTR-2 from the GST portal and identification of the reasons for the mis-matches, if any,
10. File GSTR-2 after making additions/deletions/modifications, as required, to GSTR – 2 downloaded from the portal, within the time prescribed under GST Law,
11. File GSTR-3 created by GST Portal based on GSTR-1 and 2 and other info and tax paid, within the time prescribed under GST Law,
12. File other returns like Annual Return, return to be filed by person liable to make TDS etc., if applicable,
13. Incorporating Data checks, reconciliation between books of accounts and data downloaded from GSTN, computation of taxes, generation of alerts/exception reports like:
* Data field checks (e.g. negative sales value, date outside tax period range, invoice number is Alpha numeric),
* Details of Missing line items in invoices/ credit/ debit notes,
* Details of Duplicate invoices/ credit/ debit notes,
* Invoices/ credit/ debit notes outside the series (i.e. could be pertaining to some other state),
* Checks of transaction fields against masters (e.g. vendor/ customer GSTIN) and past data,
* Application Programming Interfaces(API) Integration to facilitate downloads and matching of Invoices,
* Tax rate checks,
* Place of supply checks,
* Vendor/Customer GSTIN from GSTN,
* ITC reversals in case of credit notes received,
* Credit note adjustment within prescribed time limits,
* Payments made for inputs, input services and capital goods within time prescribed under Act or else automatic reversal,
* Borderline transactions (e.g. tax period beginning/ end transactions),
* High/ Low value transactions,
* Transactions deviating from past few months’ trend,
* New transactions (e.g. first time vendor/ customer/ item),
* Tax and Revenue GL reconciliation,
* Reconcile GSTR 2A with purchase register (SAP-ERP),
* Reconcile GSTR 1A with sales register (SAP-ERP),
* Reconcile Advances settled against final invoice,
* Reconcile GSTR 1/2/3 with financials,
* Reconcile Annual return with financials,
* Input tax credit reversal etc.,
1. E-sign / DSC integration for signing of returns, etc.,
2. The web portal/ platform/application/tool shall have the ability to adapt to changing taxation and other business rules and end user usage models.
3. Establish user and Admin Access controls in using the web portal/ platform/application/tool provided.
4. Training: End user training to about 15 to 20 end users shall be provided for effectively using the web portal/ platform/application/tool. Each session shall last for about 8 hrs to maximum of 4 sessions. System Maintenance training is under the scope of Service provider.
5. Co-ordination with SCCL’s SAP –ERP team, GST patch Implementing Agency, Finance team , Marketing team in customizing the application or tool as per the requirements of SCCL.
6. Testing: The web portal/ platform/application/tool provided by the ASP shall be tested using SCCL’s test data. Unit Testing, System Integration testing and User Acceptance testing will be in scope.
7. Scope shall include providing compliance, advisory services on GST issues of up to 5 hours per month.
8. Application support: AMC Support of 2 Years i.e., up to 30.06.2019 shall be provided post web portal/ platform/application/tool Go-Live .
9. Data Security/ Authentication/ Retrieval: The ASP will work in strict confidence and will ensure that the information in respect of the operations of SCCL is dealt in strict confidence and secrecy. The ASP shall undertake that data provided to them by SCCL and any information generated from the data provided shall not be used for any other purpose. Further, ASP shall extend data archiving and retrieval services for a period of 8 years beyond the date of filing of the annual returns for the year. Also, restriction of access to data of SCCL by third parties unless otherwise accepted by SCCL.

**4. Pre-Qualifying Requirements (PQR)**

The offer shall be considered only from Indian, Technically competent, experienced firms who meet the following pre-qualification requirements:

1. The Bidder should have been registered in India with their operations in the state of Telangana. Further, the bidder should have an office at Hyderabad in Telangana State
2. The bidder should have rendered or be in the process of rendering at least two jobs as an Application Service provider (ASP) including GSP Services for GST of any company/client **with net worth of at least Rs.100 crores** (as per audited financial statement) during the relevant period of job.

1. The bidder should have requisite infrastructure and manpower for undertaking the job. The bidder should have an office at Hyderabad in Telangana State. Address of offices along with the name, address and contact number of official to be given as pro-forma given in Proposal Forms.
2. The bidding entity / any partner / Director of the entity should not have been convicted in any disciplinary proceedings / criminal case by regulatory authority (ies) / court in connection with professional work. Bidder should not be on negative list / black listed by any PSU or Govt. Department. Bidder has to submit an undertaking in this respect as per relevant form given in Proposal Forms.

**5. General terms and conditions**

1. Bidder shall, as part of their bid, submit a **written Authorization Letter** from Partner/Director of Bidding firm/ consulting company if the signatory is other than Partner/Director.
2. Bidder shall not be under liquidation, court receivership or similar proceedings.
3. Bidding documents shall at all times remain the exclusive property of the SCCL.
4. Bidder may note that Bid shall be submitted on the basis of “ZERO DEVIATION” and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as nonresponsive and may be liable for rejection.
5. SCCL shall not be responsible for any expense incurred by bidders in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
6. SCCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract without assigning any reason whatsoever, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the said action.
7. Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.
8. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in future.
9. The Contractor shall not sublet, transfer or assign the contract or any part thereof to any other person / firm / consulting company / organization.
10. The Bidder shall quote in Indian Rupees.
11. The Bidder is expected to examine the Bidding Document, including all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required as per the Bidding Document may result in the rejection of the Bid.
12. Clarification, if any, in respect of this tender can be obtained from General Manager(Finance & Accounts) through **Telephone: EPBAX Numbers 08744 242301, Extn:3215 / 3217 / 3236 / 3212. E mail: fad\_taxation@scclmines.com**. The responses to Bidder’s queries/ clarifications raised will be furnished as expeditiously as possible. Any modification of the Bidding Document, which may become necessary as a result of the Bidders query, shall be uploaded in the above mentioned websites through the issue of an Addendum/ Amendment.

**6. Earnest Money Deposit (EMD):**

1. EMD of Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Pay Order (PO) or Demand Draft (DD) in favour of SCCL, payable at Kothagudem, to be submitted along with Techno-commercial Bid. Without EMD, tender will not be accepted.
2. EMD of the bidder will be forfeited if:
	1. After opening of the tender, the bidder revokes his tender within the validity period or modifies his bid.
	2. The bidder does not submit Performance Bank Guarantee within stipulated period.
3. EMD will be refunded to unsuccessful bidders. Also the said EMD will be refunded to successful Bidder on signing of the Contract and after submission and confirmation of Performance Bank Guarantee.
4. EMD shall not carry any interest.

**7. Performance Bank Guarantee**

1. The successful bidder shall be required to furnish Performance Bank Guarantee to the extent of 10 (ten) percent of the contract value within 15(Fifteen) working days of communication of Letter of intent / Firm Order.
2. The successful bidder, should submit a Consolidated Bank Guarantee issued by any Public Sector Banks (SBI & Associates and Nationalized banks) as mentioned below as per Pro-forma enclosed .The BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem
3. The Performance Bank Guarantee shall be valid up to 30/06/2019 and the same shall be renewed for further period as may be necessary.
4. Failure to submit Performance Bank Guarantee shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the bidder shall be liable to compensate SCCL for any losses incurred by SCCL. EMD submitted by bidder shall be liable to be forfeited. The decision of SCCL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the bidder.

**8. Making and submission of bids**

Bidding document are available in website free of cost. The bidder has to submit the bid in prescribed formats downloaded from the website. Any deviation may result in rejection of the bid. All documents of the bid shall be signed by the Partner/ Director/ Authorised Person having valid authorization letter at the time of bid submission. Any consequences resulting due to such signing shall be binding on the Bidder. The Bidder shall submit Techno-commercial & Price Bid in two parts as per details below:

PART – I : Techno-commercial Bid

PART - II : Price Bid

The envelope containing Techno-commercial Bid and Price bid (Two separate inner sealed envelopes shall be kept in separate sealed envelope) shall be super scribed as Tender for Appointment of Application Service Provider (ASP) under GST and shall be dropped in the Tender Box placed at the O/o of General Manger (Finance & Accounts), Head office, SCCL, Kothagudem-507101 (or) addressed to General Manager (Finance & Accounts), Head office,SCCL,Kothagudem-507101. SCCL is not responsible for any delays in dropping of tenders.

**PART- I : Techno-commercial Bid**

a) Techno-commercial Bid shall be submitted in **physical mode** only. The envelope containing the Techno-commercial Bid shall be super scribed with “Techno-commercial Bid- Tender for Appointment of Application Service Provider (ASP) under GST.” The bid shall be addressed to General Manger (Finance & Accounts), Head Office ,The Singareni Collieries Company Limited, Kothagudem, Dist Bhadradri Kothagudem-507101,Telangana with mentioning of reference number of Tender. If the envelope is not properly sealed and marked, SCCL will assume no responsibility for the misplacement or premature opening of the bid.

b) Bid documents containing the following must be bound, indexed, completely page numbered and arranged in the order:

i. Covering letter of Bid on Bidder’s letter head as per Form-E.

ii. Index of the Bidding Document and subsequent Amendments / Addendums to the Bidding Document duly signed and stamped by the Bidder in token of having received and read all parts of the Bidding Document having accepted and considered the same in preparing and submitting the Bid.

iii. Authorization Letter, wherever applicable, in favour of signatory (ies) of the bid as per Form-F.

iv. Documents / information relating to experience of Firm in providing Application Service Provider (ASP) services including GSP Services under GST to be submitted as per Form-A.

vi. Earnest Money Deposit of Rs. 20,000/- (Rs. Twenty Thousand only) in the form of Pay Order (PO) or Demand Draft (DD) in favour of SCCL, payable at Kothagudem. Tender not accompanied with EMD/ EMD submitted in any form other than stated above will not be accepted. EMD / DD should be put in the cover containing the Techno-commercial Bid.

vii. Declaration & compliance to Bid requirement as per Form-B.

viii. Bidders General Information as per Form-C. In case Bidder is a partnership firm, certified copy of the partnership deed/Registration Certificate. In case of consulting company (whether private or public), certified copy of the `Certificate of Incorporation' together with certified Memorandum/ Articles of Association.

ix. Bidder’s Bank Account details as per Form-D.

x. Any other information required in the Bidding Documents or considered relevant by the bidder.

xi. All documents furnished by the Bidder as per the requirement of Techno-commercial Bid Evaluation Criteria shall be signed and stamped by the bidder or authorized signatory of bidder.

**PART - II - PRICE BID**

a) Price Bid shall be submitted in **physical mode** only. The envelope containing the Price Bid shall be super scribed with “Price Bid- Tender for Appointment of Application Service Provider (ASP) under GST”. The bid shall be addressed to General Manager (Finance & Accounts), Head office, SCCL, Kothagudem, Dist Bhadradri Kothagudem Dist,507101 with mentioning of reference number of Tender. If the envelope is not properly sealed and marked, SCCL will assume no responsibility for the misplacement or premature opening of the bid.

b) Other Terms of Price Bid:

1. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the price bid. Any conditions, if stipulated, shall be treated as null and void and shall render the bid liable for rejection.
2. Unless stated otherwise in the Bidding Documents, the Contract shall be for the total works as described in bidding document.
3. Bidder shall quote the lump sum price after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.
4. The firm shall indicate the applicable taxes separately. If any new taxes are introduced in relation to the service provided by the successful tenderer in place of / in addition to the existing taxes during the currency of the contract period, such new tax shall be paid extra by SCCL at the applicable rate for the rest of the contract period against appropriate invoice.
5. Alternative bids shall not be considered.
6. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
7. Price shall be quoted in figures as well as in words. If some discrepancies are found between the price given in words and figures, the price quoted in words shall only be taken as correct.
8. Relevant form for quoting price bid is Form - G

**9. Bid Validity**

a) Bid submitted by Bidder shall remain valid for a minimum period of four months from the date of opening of Techno-commercial Bid (Part-I). Bidders shall not be entitled during the said period of four months to revoke or cancel their Bid or to vary the Bid given or any term thereof.

b) SCCL may solicit the Bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. However, Bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

**10. Bid opening**

a) SCCL will open the techno-commercial bids in the presence of Bidders’ designated representatives at date & time as stipulated in “Salient features of Bidding Document”. The Bidder’s representatives who are present shall sign bid-opening statement evidencing their attendance.

b) Bidder’s names and any other such details as SCCL may consider appropriate will be announced by SCCL.

c) Price bid of only those bidders whose bids are determined to be technically& commercially qualified shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening total price as quoted by the bidders shall be read out.

**11. Evaluation of Techno-Commercial bids**

a) The SCCL will determine whether each of the bids conforms to the terms, conditions and specification of the Bidding Documents without material deviation and is complete with regard to submission of required documents. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Document, the SCCL’s rights or the Bidder’s obligations as envisaged in the Bidding Document, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the bid. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.

c) SCCL, if necessary, will obtain clarifications on the Bid by requesting for such information / clarifications from any or all Bidders, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by SCCL.

d) SCCL reserve the right to assess Bidder’s capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.

**12. Price Bid Evaluation:**

a) Lowest Overall Evaluation will be done on the basis of total quoted price including all items at Sl. No. 1, 2, 3 & 4 of Schedule of Rates as per Form ‘G’.

b) Bidder quoting overall lowest as at (a) above and adhering to tender stipulations in an unqualified manner shall be recognized as L-1.

**13. Notification of award:**

SCCL will issue the Letter of Intent / Firm order to the successful Bidder and communicate the same through Courier/Fax/email as per details given by Bidder. The said communication will constitute the formation of a Contract until the formal agreement has been signed.

**14. Terms of Payment**

1. Price shall be quoted in separately for Initial Deployment and Annual Maintenance chages.

|  |  |  |
| --- | --- | --- |
| Particulars | Amount (in Rs.) | Payment by SCCL |
| Initial Deployment | \*\*\* | 50% of the amount will be paid after successful testing by SCCL.Balance 50% shall be paid after successful filing of returns for 3 months |
| AMC (Year 1) | \*\*\* | 50% Half yearly |
| AMC (Year 2) | \*\*\* | 50% Half yearly |

1. The successful bidder shall submit Tax Invoices for the services rendered, as per above mentioned schedule.
2. The firm shall indicate the applicable taxes separately. If any new taxes are introduced in relation to the service provided by the successful tenderer in place of / in addition to the existing taxes during the currency of the contract period, such new tax shall be paid extra by SCCL at the applicable rate for the rest of the contract period against appropriate invoice.
3. SCCL will provide accommodation in its Guest Houses on free of cost basis as per the availability except in Hyderabad during the visits to SCCL.
4. Local Conveyance in SCCL Areas will be provided by SCCL on free of cost basis except in Hyderabad. The successful bidder shall not claim local conveyance charges in Hyderabad.
5. Travel and Out of pocket expenses will be reimbursed by SCCL at actual on submission of documentary evidence. Reimbursement of Air Travel expenses will be limited to Economy class fare.
6. Applicable TDS as per Income Tax Act, 1961, will be recovered from the amounts payable.

15**. Jurisdiction of Courts**: Any dispute arising out of or in respect of the contract will be subject to the Jurisdiction of the High Court of Judicature at Hyderabad for the States of Telangana and Andhra Pradesh.

**SCCL Helpdesk Numbers:**

EPBAX Numbers 08744 242301 Extn: 3215 / 3217 / 3236 / 3212

Mr. K. Hrudaya Raju, Dy. F.M (F&A): 8332974401

Miss. M. Lakshmi Priya, Management Trainee (F&A): 9441164435

Mr. N. Chakravarthy, DGM (F&A): 8332974402

PERFORMANCE BANK GUARANTEE

 In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Khammam District, Telangana State (here in after called “the SCCL”) having agreed as per their order No.\_\_\_\_\_\_\_\_\_\_\_ Dt.\_\_\_\_\_\_\_\_\_ to accept \_\_\_\_% Bank guarantee before making payment for performance of the contract i.e., for appointment as Application Service Provider (ASP) as per the terms and conditions contained in the order on production of performance bond in the shape of Bank Guarantee for Rs.\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

 We, the Bankers, (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) through our Regional Office at \_\_\_\_\_\_\_ for and on behalf of our constituents M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby execute this Bank Guarantee undertake to indemnify The SCCL to the extent of Rs. \_\_\_\_\_\_\_\_ against satisfactory performance of the contract to the SCCL or their assignee in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the SCCL that the Service provider has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us. (by reason of any breach of terms by the service provider(Service provider) or as contained vide the terms of the accepted service order), during the period of 24 months from the date of order or till the date of final payment, whichever is later,, are fulfilled for the good unto order.

We, the Bankers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_further agree that this performance guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of The SCCL under or by virtue of the contract have been fully paid up and their claims fully satisfied or discharged, till the SCCL or their assignee certifies that the terms and conditions of the tender have been fully and properly carried out by the service provider and accordingly discharged this guarantee subject however, that the SCCL or their assignee shall have no rights under this performance Bank guarantee after expiry of \_\_\_\_ months from the date of its execution i.e., up to \_\_\_\_\_\_\_\_\_\_\_\_.

And we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(The Bank) hereby undertake to pay any claim under the Bank Guarantee on mere demand without any demur to the Company without any reference to the service provider a sum not exceeding Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for non-fulfilment of any of the terms and conditions of the contract by the service provider.

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The Bank) further agree that if the demand is made by the Company for honouring the bank guarantee constituted by these presents we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bank) have no right to decline the same for any reason whatsoever and shall pay the amount without any demur within a week from the date of such demand.

The very fact that we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The Bank) decline or fail or neglect to honour the bank guarantee in any manner whatsoever is a sufficient reason for the company to enforce the bank guarantee unconditionally without any reference to the said service provider.

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The Bank) further agree that a mere demand by the company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the service provider and no protest by the said service provider can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

We further agree that SCCL shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder, to vary any of the terms and conditions of the delivery of service or extend time of performance by the said Service provider from time to time or to postpone it from time to time, any of the powers exercisable by SCCL against the said Service provider and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Service provider.

This guarantee will not be discharged due to change in the constitution of the Bank or the said Service provider.

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the SCCL in writing.

The guarantee shall remain in force for a period of 24 months from the date of order or till the date of final payment, whichever is later, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter.

The above Bank Guarantee is operational for all purposes at our -----------Branch, Hyderabad/Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our ----------Branch, Hyderabad/Kothagudem.

 \*\*\*

Contact details of the Banker:

Postal Address:

Phone & Fax Number:

 E-mail id:

**Proposal Forms**

**PART – I : Techno-Commercial Bid**

**Form A**

Relevant experience of Firm in providing Application Service Provider (ASPservices under GST

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S. No. | Name of the client | Location of client | Scope of work | Project Period | Networth of client (Rs. Crore) |
|   |   |   |   |   |   |
|   |   |   |   |   |   |

Notes:

1. Bidder to submit copies of the work orders indicating ASP assignments executed/under execution from client and previous two years’ audited annual accounts of the concerned clients duly indicating the net worth of the client for the referred assignments

**Form B**

**Undertaking**

We hereby confirm that all the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) / information is false, forged or fabricated.

We hereby confirm that our Bid complies with the total techno-commercial requirements/ terms and conditions of the Bidding Document and subsequent addendum/corrigendum (if any), issued by SCCL, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the prices without any condition and deviation.

We further confirm that terms and conditions if any, mentioned in our bid (Techno-Commercial as well as Price) shall not be recognized and shall be treated as null and void.

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We hereby confirm that any partner / Director of the entity have not been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies) / court in connection with professional work.

We further confirm that, we have not been in negative list / blacklisted by any Public Sector Undertaking / Government Organization / SCCL.

We also confirm that the contents of this Tender have not been modified or altered by us.

We agree that if any noticed in future, our Bid may be rejected / terminated.

We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting Master Index of Bidding Document as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Agreement. Further, we shall sign and stamp each page of the Bidding Document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted our prices in physical mode .We confirm that rate quoted by us includes price for all services as mentioned in the Bidding Document.

Stamp and signature of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: To be stamped and signed by the authorized signatory on letterhead of bidder.

**Form-C**

**Bidder’s general information**

1 Bidder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2 Date of registration / incorporation

and number of years of operation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3 Address of registered office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4 Address of Local Office In Telangana State:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5 Telephone No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6 E-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7 Website ­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8 Fax Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9 Service Tax registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10 Provisional GSTIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

11 Permanent Account Number (PAN) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stamp and signature of bidder: ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of authorized person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: The self attested copies of documents at Sl. No. 2, 9, 10 and 11 to be attached

**Form-D**

**E-Payment Form**

**Bank account particulars**

1 Bidder’s name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2 Address of bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3 Particular of bank account

• Name of the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Branch code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Address of the bank branch \_\_\_\_\_\_\_\_\_\_\_

• Type of account (SB, Current, Credit) \_\_\_

• Account number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Bank’s IFSC code for RTGS/NEFT \_\_\_\_\_\_\_

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving payment through electronic mechanism. I also undertake to intimate the changes, if any, in bank account details in future and SCCL will not be held responsible for non-payment / delay due to above change in bank details and also due to technical reasons beyond its control.

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Signature of the authorized signatory (ies) & Designation

Place:

Date:

 Official seal of the bidder

**Form-E**

(TO BE SUBMITTED ON BIDDER’S OWN LETTER HEAD)

**Covering letter for submission of offers**

From:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Our Ref: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBJECT:** Appointment ofApplication Service Providers (ASP) under GST

Dear Sir,

Please find herewith our offer in line with requirement of SCCL Bidding document. We confirm that:

1 Offer is in complete compliance with technical as well as commercial requirements of Bidding Document and there is no technical or commercial deviation in the offer.

2 We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.

3 Our offer shall remain valid for a period of 4(Four) Months from the date of opening of tender.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by SCCL without any reference to us.

Thanking you,

Yours sincerely,

(Signature of Authorized person)

Full Name:

Designation:

Bidder’s official Seal:

**Form-F**

**Letter of Authorization**

(TO BE SUBMITTED ON BIDDER’S OWN LETTER HEAD)

To

SCCL

**SUBJECT:** Appointment ofApplication Service Providers (ASP) under GST

Dear Sir,

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby authorize following representative(s) to sign all bid documents / attend Techno-commercial / Price bid opening against your Bidding Document No. **NIT No. :**

Name & Designation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

(Bidder)

NOTES:

a) This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

b) Not more than one person is permitted to attend techno-commercial and price bid opening.

c) Bidder’s authorized executive is required to carry this authority letter while attending the Techno-commercial bid opening and price bid opening and submit the same to SCCL. Representative should carry their id proof.

**PART – II : Price Bid**

**Form G**

**Schedule of rates**

**Name of Job/ services:** Appointment ofApplication Service Providers (ASP)

**Name of Organization**: SCCL Limited, Kothagudem

**TENDER NO.: Dated:**

**Name of Bidder:**

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | Description of Work | Unit | Amount (in Rs.) |
| 1 | Initial Deployment | Lump Sum |   |
| 2 | AMC (Year 1) | Lump Sum |   |
| 3 | AMC (Year 2) | Lump Sum |  |
| 4. | Taxes (i.e., Service Tax, SBC & KKC), if any. |  |  |
| Total. Rs. |   |
|   | Total Rs. in words: |

|  |  |
| --- | --- |
| **Signature** |   |
| **Name of signatory** |   |
| **Designation of signatory** |   |
| **Official seal** |   |