

**E - Tender**  
**For**  
**Appointment of Green Building**  
**Consultant for Stock Holding**



**BID NO: [GEM/2024/B/5318054](#)**

Date: 23<sup>rd</sup> Aug 2024

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**Document Control Sheet**

<b>Name of the company</b>	Stock Holding Corporation of India Ltd.	
<b>Bid No.</b>	<a href="#">GEM/2024/B/5318054</a>	
<b>Date of Issue:</b>	23 <sup>rd</sup> Aug 2024	
<b>Last date for submission of Pre-Bid Queries</b>	29 <sup>th</sup> Aug 2024 : EOD	
<b>Pre Bid Meeting</b>	30 <sup>th</sup> Aug 2024 , 3:30 pm	
<b>Last Date and time for submission of Bids (Technical and Financial)</b>	Date:	13 <sup>th</sup> Sep 2024(Online)
	Time:	3:00 pm
<b>Earnest Money Deposit (EMD)</b>	INR	20,000/- (Re Fundable)
<b>Schedule for Opening of Technical Bids</b>	Date:	13 <sup>th</sup> Sep 2024(Online)
	Time:	3:30 pm
<b>Schedule for Opening of Commercial Bids</b>	<b>Date &amp; Time will be intimated to the shortlisted Consultants</b>	
<b>Bill Validity</b>	90 days from the last date of bid submission.	
<b>Place of Pre-bid meeting/ Opening of Bids / address for Communication &amp; Contact Person</b>	Stock Holding Corporation of India SHCIL House ,Plot No . P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai – 400710	
	Shubha Nair M: +91 9892258753 <a href="mailto:shubhanair@stockholding.com">shubhanair@stockholding.com</a>	Kanchan Pathak M: +91 9004857001 <a href="mailto:kanchan.pathak@stockholding.com">kanchan.pathak@stockholding.com</a>

Note:

1. This tender document is the property of StockHolding & is not transferable.
2. This bid document has 34 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

## Disclaimer

The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to Consultant(s) or applicants whether verbally or in documentary form by or on behalf of StockHolding Corporation of India Limited (“StockHolding”), is provided to the Consultant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation by STOCKHOLDING to any parties other than the applicants who are qualified to submit the bids (“Consultants”). The purpose of this RFP is to provide the Consultant(s) with information to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Consultant may require. Each Consultant may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. STOCKHOLDING makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. STOCKHOLDING may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. STOCKHOLDING does not undertake to provide any Consultant with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein, which may become apparent. STOCKHOLDING reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Consultants. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by StockHolding.

STOCKHOLDING reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this RFP at any stage without assigning any reason whatsoever. The decision of STOCKHOLDING shall be final, conclusive and binding on all the parties.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to Consultants’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective Consultants shall regularly visit StockHolding’s website for any changes / development in relation to this RFP.

## 1. Background

StockHolding was incorporated as a Public Limited Company in 1986. It has been jointly promoted by leading Banks and Financial Institutions. StockHolding is a subsidiary of IFCI Limited. The equity capital of StockHolding is presently held by LIC, GIC, IFCI Ltd., SU-UTI, NIA, NIC, UIC, and TOICL, all leaders in their respective fields of business. StockHolding began by offering custodial and post trading services, adding depository services and other services to its portfolio over a period of time. StockHolding has established itself in India as a one-stop solution provider in the Financial Services domain.

## 2. Purpose of RFP

Stock Holding Corporation of India Limited invites quotations in the prescribed formats for appointment of Green Building Consultant for the purpose of gap analysis, gap remediation and final award of the Green Building certification from IGBC for its premises located at Shcil House, Mahape, Navi Mumbai. Acceptable IGBC Certification levels would be Gold or Better.

### Due Diligence

The Consultant is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Consultant's own risk and may result in rejection of the Bid and for which STOCKHOLDING shall not be held responsible. Any decision taken by STOCKHOLDING as to completeness of the Bid or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Consultant(s) and shall not be question / challenged by the Consultant(s).

## 3. Earnest Money Deposit (EMD)

The Consultant shall furnish, as part of its Bid Security of INR 20,000/- by way of demand draft or pay order from any scheduled commercial bank drawn in favor of "StockHolding Corporation of India Limited", payable at Mumbai. The EMD shall be furnished in Indian Rupees (INR). The Demand Draft (DD) should be submitted at StockHolding office at Mahape on or before last date for submission of BIDs.

**Rejection of Bid:** Any submitted bid not accompanied by EMD as mentioned above, shall be summarily rejected by STOCKHOLDING, without any further correspondence.

The EMD shall not bear any interest.

### The EMD shall be forfeited:

1. if a Consultant withdraws his bid during the bid validity period; or
2. if a Consultant makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
3. if the Successful Consultant fails to sign the contract and or furnish EMD in the form and manner to the satisfaction of STOCKHOLDING, as mentioned in the Bid Documents; or

4. In the event of any evasion, avoidance, refusal or delay on the part of the Successful Consultant to sign and execute the order/ purchase order/ service order or any document, as may be required by STOCKHOLDING in case the Bid is accepted. Any decision in this regard by STOCKHOLDING shall be final, conclusive and binding on the Consultant.
5. The EMD of all unsuccessful Consultant(s) shall be discharged / returned as promptly as possible as but not later than 90 (ninety) days after the expiry of the period of Bid Validity Period.
6. The EMD of the successful Consultant shall be valid for a period of until the end contract period.

The EMD to be submitted at the Address mentioned in control sheet, ON or Before Last day of submission of BID/application.

#### **4. Period of validity**

1. Bids should be valid for 90 (Ninety days from the last date of submission. A Bid valid for a shorter period may be rejected by STOCKHOLDING as non-responsive. Any decision in this regard by STOCKHOLDING shall be final, conclusive and binding on the Consultant.
2. In exceptional circumstances, STOCKHOLDING may solicit the Consultant's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Consultant may refuse the request without forfeiting its Bid Security. A Consultant granting the request will not be permitted to modify its Bid. Any decision in this regard by STOCKHOLDING shall be final, conclusive and binding on the Consultant.

#### **5. Amendment of Bid Document/RFP Document**

1. STOCKHOLDING reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Consultants shall not claim as a right for requiring STOCKHOLDING to do the aforesaid.
2. At any time before the deadline for submission of Bids / offers, STOCKHOLDING may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Consultants, modify this RFP / Bid Document and all such modifications shall be binding on them.
3. All prospective Consultants who have received this RFP shall be notified about the amendment on our website and on Auction Tiger' website and all such amendments shall be binding on them.
4. If required in order to allow prospective Consultants reasonable time in which they need to take the amendment into account in preparing their Bids, STOCKHOLDING at its sole discretion reserves the rights to extend the deadline for the submission of Bids. In no circumstance, the deadline for submission of Bids shall be extended beyond a period of 7 days. However, no request from the Consultant, shall be binding on STOCKHOLDING for the same. STOCKHOLDING's decision in this regard shall be final, conclusive and binding on all the Consultants.
5. Any attempt by the Consultants to visit or meet Top management officials of the STOCKHOLDING in connection with or incidental to the Bid process, shall be construed by the STOCKHOLDING as an unlawful attempt by the prospective Consultant, to influence the RFP/ Bid process and may invite disqualification from bidding. Only one authorized representative of each Consultant would be permitted to visit for submitting the RFP Document/ or when called by the STOCKHOLDING.

## 6. Stockholding's Right To Accept Any Bid and To Reject Any or All Bids

STOCKHOLDING reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Consultant or Consultants or any obligation to inform the affected Consultant or Consultants of the grounds for STOCKHOLDING's action. Any decision in this regard by STOCKHOLDING shall be final, conclusive and binding on the Consultant.

## 7. Acceptance of Bid

Prior to the expiration of the period of Bid validity, STOCKHOLDING will notify the successful Consultant in writing, that its bid has been accepted

## 8. Execution of Documents

1. After STOCKHOLDING notifies the Successful Consultant that its bid has been accepted; the Consultant should sign the Contract and complete the execution of all other documents within 15 business days of the acceptance of Work Order / PO.
2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, or any other legal Document etc. also the successful Consultant will have to execute an Integrity pact with the Corporation. The format of the same is available on the website of the Corporation.
3. Payment of stamp duty would be as per laws applicable in the State of Maharashtra.
4. The Consultant shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. STOCKHOLDING shall not be responsible or liable for reimbursing / compensating these costs and expenses.
5. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of STOCKHOLDING including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

### Termination of Contract

1. STOCKHOLDING reserves the right to terminate the contract without any compensation by giving the Consultant 30 day's prior notice & the EMD will be invoked forthwith, if the performance of the Consultant is found to be unsatisfactory or not meeting Service Level Requirement at any point of time. Any decision in this regard of STOCKHOLDING shall be final, conclusive & binding on the Consultant.
2. The agreement may be terminated by either-side by giving one-month notice on infringement of any terms & conditions of the agreement or failure to perform any obligation under the agreement or inability of any of the parties to continue with the performance of the agreement. However, it would be the responsibility of each party to assist the other party in orderly termination of the agreement.
3. The Consultant agrees that in the event of termination of this agreement, the Consultant shall continue to provide services in the same manner for the notice period. The Consultant agrees to co-operate with STOCKHOLDING for the smooth transfer of the subject matter of this agreement to any other party appointed for the purpose by STOCKHOLDING.
4. Where the Consultant's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Consultant, any failure by the Consultant to pay any of its dues to its creditors, the institution of any winding up proceedings against the Consultant or the happening of any such events that are adverse to the commercial viability of the Consultant. In the event of the happening of any events of the above nature, STOCKHOLDING shall reserve the right to take any steps as are necessary, to ensure the business continuity.
5. Termination for Insolvency: STOCKHOLDING may at any time terminate the Contract by giving written notice to the Consultant, without compensation to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to STOCKHOLDING.
6. Termination for Default: STOCKHOLDING, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Consultant, may terminate the Contract in whole or in part.

### 9. Dispute Resolution

1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
  - 1.1. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within twenty one (21) days of receipt of the notice.
  - 1.2. The matter will be referred for negotiation between Authorized Representative from Stock Holding and successful Consultant. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.
2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations.



Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

3. The Consultant shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
4. The provision under this section survives the contract.

### **10. Adherence to Safety Procedures, Rules Regulations and Restriction**

1. Consultant shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws enforced by statutory agencies and by STOCKHOLDING shall be applicable in the performance of this Contract and Consultant shall abide by these laws. The Consultant shall keep Stock Holding indemnified for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
2. The Consultant shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
3. The Consultant 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.
4. The Consultant shall also adhere to all requirement/regulations of the STOCKHOLDING during the execution of the work.

### **11. Governing Law**

This Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

### **12. Jurisdiction of Courts**

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

### 13.Scope of Work

The services are being availed towards the award of the Green Building Gold Certification (or better) from IGBC for the StockHolding premises located at SHCIL House, Mahape, Navi Mumbai.

The following activities will be under the scope of work of the Consultant:

(a) IGBC Registration & Documentation

- Arrangement of Proforma/Tax Invoices from IGBC against Project Registration & Certification Fees.
- Online Project Registration on IGBC Portal.
- Set-Up of all communications related to IGBC EB O+M Green Building Certification.
- Scrutinize the documents before submission to IGBC for the rating
- Perform Energy analysis or analyze existing Energy Audit report based on Energy Modelling/EPI method to meet green norms
- Preparation of documentation, templates, submittal requirements as per IGBC Green Existing Building O+M guideline.

(b) Facilitation for Certification with IGBC

- Site Analysis
- Feasibility Study
- Follow up with Site Team on implementation
- Coordinate with IGBC on all requirements to be submitted to IGBC
- Review by IGBC and the same to be submitted to IGBC
- Evaluate the current operations and maintenance practices against the requirements of IGBC Green O&M Certification.
- Identify gaps and areas of non-compliance with IGBC standards.
- Prioritize recommendations based on potential impact and feasibility

c) Gap Analysis

- Conduct detailed Green audit, collect data, identify improvement, opportunity, and support in implementation to reap the benefit
- Development of Feasibility Checklist as per the actual site condition for IGBC EB O+M Rating.
- Create awareness of IGBC Existing Building rating system & the overall certification process amongst the team members.
- Evaluate the project for compliance to all prerequisites & credit under the IGBC Existing Building rating program.
- Identify opportunities for improvements in existing practices.

- Understand the overall financial implications for the entire process of certification.
- d) Analysis & Energy Simulation
- Greenery Calculation as per the drawing's vs the site conditions
  - Heat Exposure Calculation as per Roof and Non-Roof
  - Rainwater Harvesting validation
  - Turf Design assessment
  - Daylight Calculation as per site conditions
  - All other necessary analysis & simulations to complete the certification process
  - Develop a comprehensive action plan outlining specific measures to achieve IGBC Green O&M Certification.
  - Include recommendations for energy efficiency improvements, water conservation measures, waste management strategies, indoor air quality enhancements, and other relevant sustainability initiatives.
  - Define roles and responsibilities for implementing the action plan, including timelines and milestones
- e) Pre-assessment Phase
- Conduct a preliminary assessment of the building(s) or facility (ies) to identify potential areas for improvement in operational efficiency and sustainability.
  - Review existing documentation, such as building plans, energy bills, and maintenance records.
  - Identify key stakeholders and establish communication channels for the duration of the project
- e) Implementation Support
- Provide guidance and support to Stock Holding in implementing the action plan.
  - Assist in the procurement of necessary equipment, technologies, and services.
  - Conduct training sessions for facility management staff on best practices for sustainable operations and maintenance.
- f) Documentation and Compliance
- Assist the client in compiling all required documentation and evidence for IGBC Green O&M Certification.
  - Ensure compliance with IGBC standards and guidelines throughout the certification process.
  - Review and finalize all submission materials, including application forms, checklists, and supporting documents.
- g) Performance Monitoring and Reporting:

- Establish monitoring protocols to track the performance of implemented measures.
  - Regularly assess progress towards certification goals and adjust strategies as needed.
  - Prepare periodic progress reports for the client, highlighting achievements, challenges, and recommendations for further improvement.
- h) Final Certification Submission
- Coordinate the final submission of documentation to the IGBC for Green O&M Certification.
  - Address any feedback or additional requirements from the certification body in a timely manner.
  - Facilitate the review process and ensure successful certification attainment.
- i) Post-Certification Support
- Provide ongoing support and guidance to the client to maintain compliance with IGBC Green O&M Certification requirements.
  - Assist in developing a long-term sustainability strategy for continuous improvement beyond certification
- j) Award of Rating
- Response on queries generated by IGBC on documentation part.
  - Response on online Green Building Certificate Generation.
  - Envisaged rating : Gold level Certification or better.

#### 14. Procedure for Submission of Application for Technical Bid and Financial Bid

1. Technical and Financial Bid to be submitted Online on or before Last date for Submission of Bids.
2. The online bids will have to be submitted within the time specified on website <https://gem.gov.in/>. Consultants must familiarize (if not already) with the Portal and check/ fulfil the pre-requisites to access and submit the bid there.

#### Submission of Bids

- a The required documents for Eligibility Criteria, Commercial Bid must be submitted (uploaded) online on GeM portal. Eligibility Criteria and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document
- b The offer should be valid for a period of at least **90 days** from the date of submission of bid.
- c The Consultant shall fulfil all statutory requirements as described by the law and Government notices. The Consultant shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify StockHolding against all such liabilities, which are likely to arise out of the agency's failure to fulfil such statutory obligations.
- d The Consultants are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document(s). Failure to furnish all information required as mentioned in the RFP document(s) or submission of a proposal not substantially responsive to the RFP document(s) in every respect will be at the Consultant's risk and may result in rejection of the proposal.
- e Delayed and/or incomplete bid shall not be considered.
- f There may not be any extension(s) to the last date of online submission of Eligibility Criteria details and commercial Price bids. This will be at the sole discretion of StockHolding.

## 15. Terms and Conditions

### Period Of Contract / Termination

The contract shall remain valid from the date of issue of the Work Order till the award of the certification.

### Assignment

1. The Consultant shall not assign or transfer the contract to any another agency, or enter into sub-contracts for the said contract. The Consultant shall abide by all the rules and regulations laid down by StockHolding authorities from time to time.
2. Services as mentioned in the SCHEDULE OF WORKS / SCOPE OF WORK will be organized in consultation with the authorities of StockHolding.

### General Terms and Conditions

1. The Tender shall be unconditional and any conditional/incomplete Tender shall not be accepted.
2. The prices quoted in tender should be exclusive of all taxes.
3. No escalation in rates on any account shall be permitted during the contract period.
4. No advance payment shall be released to the successful Consultant.
5. The successful Consultant will have to execute an Integrity pact with the Corporation. The format of the same is available on the website of the Corporation.
6. StockHolding interpretation regarding errors in particulars or typographical or clerical errors shall be final and binding on the Consultant.
7. The Consultant, who's tender, is finally accepted & approved, will have to execute the Contract documents with StockHolding or as may be decided by StockHolding from time to time.
8. StockHolding reserves the right to ask for any further details for arriving at a decision. StockHolding reserves the right to waive any minor deviation or omission.
9. The Successful Consultant shall not subcontract the work unless permitted specifically permitted by StockHolding in writing.
10. The Successful Consultant shall execute the documents related to this contract on stamp paper as per proforma prescribed by StockHolding.
11. The selected Consultant must strictly adhere to the delivery dates or lead times identified in their proposal.
12. The Consultant shall represent and acknowledge to StockHolding that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Consultant at no additional cost to StockHolding. The Consultant also acknowledges that StockHolding relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Consultant of responsibility

for the performance of all provisions and terms and conditions of this RFP, StockHolding expects the Consultant to fulfill all the terms and conditions of this RFP.

13. All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by StockHolding in writing to the Consultant. StockHolding shall not be responsible for any judgments made by the Consultant with respect to any aspect of the Service. The Consultant shall at no point be entitled to excuse themselves from any claims by StockHolding whatsoever for their deviations in confirming to the terms and conditions, expected service levels etc. as mentioned in this tender document.
14. Appointed Consultant will be responsible to attend meetings with IGBC and clarifying queries with regard to Green Building Certification.
15. In case, there's any ambiguity in the report or any issue is raised by IGBC, the same shall be rectified/ taken care of by the appointed consultant without any extra payment.
16. No office space belonging to StockHolding shall be occupied by the Contractor/Consultant without permission of StockHolding.
17. StockHolding reserves the absolute right to reject/cancel any or all the offers at any stage without assigning any reason.
18. In case of any damage to StockHolding property/premises for which contractor is accountable, the Consultant/Contractor will be liable to pay the compensation to StockHolding as may be advised by StockHolding. The Consultant/contractor shall also take full responsibility and compensate StockHolding for any loss/damage/break-down caused to the installation due to negligence of his workers.
19. StockHolding will not be responsible for any injury/death caused to the employees provided by the Consultant/Contractor at site. It will be the responsibility of the Consultant/Contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by StockHolding in this regard.

### **Force Majeure**

If an event beyond the control of a Party (Force Majeure Event) such as an Act of God, war, epidemic, pandemic, any material adverse change in National/ International Law or business operations which prevents, hinders, or delays a Party's obligations under this Proposal, the Affected Party must notify the Non-Affected Party within five business days of becoming aware of such event. The Affected Party is excused from performing obligations during the event's existence and is not liable for any resulting damages suffered by the Non-Affected Party. The Affected Party must use best efforts to avoid, overcome, and offset the event's effects, and if the Force Majeure Event lasts for more than three months, the Parties may terminate the Proposal with written notice to the Affected Party. Both Parties shall make reasonable efforts to mitigate the event's effect, and the Party seeking relief must inform the other Party of the Force Majeure Event promptly and continue to comply with obligations and minimize damage.

### **Confidentiality**

The Parties agree to keep the terms of this Proposal confidential and protected with reasonable care. Each Party may disclose Confidential Information to its Affiliates, auditors, or as required by law, with the consent of the other Party. Both Parties agree to comply with legislation regarding the Protection of

Personal Data while processing personal data obtained under the Proposal, and will not transfer or share personal data without clear acceptance of the relevant person, except where permitted by law. The personal data can only be used for the purpose of this Proposal by authorized personnel, for the term of this Proposal, and then destroyed in accordance with the legislation or upon expiry of this Proposal. To keep the information confidential, the Parties will sign a Non-Disclosure Agreement.

**Power Of Attorney - Sole Proprietary Firms**

1. When the Consultant's representative signing the tender is not the sole proprietor himself, the necessary power of attorney authorizing the person to act on behalf of the Consultant organization should be attached along with the tender documents.

**Termination Due To Breach Of Contract's Terms And Conditions**

1. Notwithstanding anything to the contrary herein contained, StockHolding shall be at liberty to terminate this contract forthwith upon or at any time, a breach or default of any of the terms, conditions or stipulations contained herein is committed by the contractors and / or by the workmen of the contractor deployed in StockHolding premises.
2. The Consultant shall start the work immediately after the Letter of Award is issued to the consultant. The consultant shall perform the services to the entire satisfaction of StockHolding, and in pace with progress of the project. In case it is seen that the consultant is delaying in starting the work or not cooperating during the job satisfactorily or suspends the work or delays the completion of work then the suitable action will be taken by StockHolding and/or EMD may be forfeited. StockHolding reserves the right to cancel the assignment without assigning any reason whatsoever.

**Payment Terms & Conditions**

- 1) 30% advance on acceptance of Work Order
- 2) 40% on submission of Gap Analysis Report
- 3) Remaining 30% on Completion of the project

**Time Schedule**

The certification shall be completed within 4 months from the date of award letter to the consultant. However, time taken by StockHolding to build in any required changes in its existing infrastructure shall not be included in this period. The contract remains valid till award of the certificate.

**Extension of Time Schedule**

StockHolding may in its absolute discretion grant such extension in period of completion of stage(s)/work, if the completion of the whole works (or part thereof), is likely to be delayed on account of unforeseen reasons or circumstances beyond control but on merit basis

**Typographical Or Clerical Errors**

1. StockHolding interpretations regarding partially committed errors in particulars or typographical or clerical errors shall be final and binding on all applicants.

**Governing Law And Disputes**



This Proposal shall be governed by and construed according to the laws of India. Any dispute which arises between the Parties hereto in relation to or in connection with this Proposal, including but not limited to its validity, interpretation or performance (a “Dispute”) shall be notified in writing by the Party in dispute to the other Party in an endeavor to settle the matter amicably between the Parties. Failing such an amicable resolution within ninety (90) days from the date of notification referred to above, the Dispute shall be submitted to mediation in accordance with the rules of mediation under Indian Mediation Act 2023. The venue of the mediation shall be Mumbai. If the Dispute is not resolved through mediation within 90 days from the initiation of the mediation process, either Party may initiate arbitration proceedings as per the provisions of the Indian Arbitration Law “Arbitration and Conciliation act 1996” and the venue of the arbitration shall be Mumbai. The arbitration shall be held in English language. The arbitration tribunal shall be composed of sole arbitrator to be jointly appointed by the Parties (within 60 days from the date of request by one of the Party) and failing which shall be appointed as per the Rules. The arbitration award shall be final and binding on the Parties. All the Parties to the proceedings shall bear their own cost. If the Parties do not resolve their dispute, then the courts of Mumbai shall have exclusive jurisdiction to settle any disputes arising from or in connection with this Proposal.

## 16. Pre-Qualification Criteria

- 1) The Consultant shall be registered under Company Act/Partnership Act, etc. or the Consultant should be an individual or firm.
- 2) The Consultant must have a local office in presence in Mumbai / Navi Mumbai / Thane or commit to its consultants being present on premise in StockHolding as and when required.
- 3) The Consultant should have and deploy consultants with minimum 5 years of experience in the field of Green Building Certifications.
- 4) Consultant should have experience of successful completion of Green Building consultancy services within last 03 years, for Commercial buildings/ Administrative / Public / Institutional /Multistoried building for obtaining Green Building Ratings as per IGBC. The bidder/consultant is required to submit documentary evidence such as work orders and/or completion certificates in support of work experience claimed by them.
- 5) Consultant shall have at least 3 Green Building certified accredited professional consultants (IGBC AP, GRIHA CP, Evaluator, LEED AP) /Buildings auditing etc.
- 6) Consultant must be in a position to supply/source environmental attributes like RECs or green power if required in order to attain necessary scores in renewables
- 7) Consultant must have experience in successfully delivering a minimum of 3 projects focused on Green Building certification/ ECBC Compliance.
- 8) Consultant should have experience in similar nature of work with :
  - a. At least 1 of Existing Building exceeding 50,000 sqft within the last 3 years
  - b. At least 1 of Green Interior exceeding 50,000 sqft within the last 3 years
  - c. At least 1 project for a Government Company/ PSU within the last 3 years
- 9) The successful completion or work in progress certificate issued by client should contain the start date and end date of the project as applicable.
- 10) Work orders issued by one company for its multiple locations / one parent company & its subsidiaries shall be treated as a single work order.
- 11) Consultants should have a minimum turnover of INR 40 Lakh with profit for two years out of the last three financial years as per the audited financial statement. [CA Certificate to be submitted].
- 12) Consultant should ensure and confirm that they have the mandatory compliance certificates / registrations / license under various applicable laws applicable for the state of Maharashtra.
- 13) Consultant shall produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency and (c) The Consultant has not been blacklisted by any public sector organization in last 3 years.
- 14) Consultant should provide clientele list pertaining to providing services to other organization.
- 15) Consultant should submit documentary evidence in support of fulfilling eligibility criteria mentioned above.
- 16) Consultant should provide information along with details of consultants expected to be deployed / associated on the project

### 17. Eligibility Criteria

Sr. No.	Parameter/Eligibility Criteria	Documents to be Submitted	Compliance
1	The Consultant shall be registered under Company Act/Partnership Act, etc. or should be an individual or firm.	Certificate of Incorporation/Registration	Upload
2	The Consultant should have experience in similar nature of work with a. At least 1 of Existing Building exceeding 50,000 sqft in the last 3 years b. At least 1 of Green Interior exceeding 50,000 sqft in the last 3 years c. At least 1 project for a Government Company/ PSU within the last 3 years	Copy of Work Order/Letter of Intent	Upload
3	The average Annual Turnover of the Consultant during last 3 years (2 years for MSME) should be at least Rs 40 Lakh (FY 2023-24, 2022-23 and 2021-2022).	2021-22 (Turnover) 2022-23 (Turnover) 2023-24 (Turnover) 2021-22 (Profit) 2022-23 (Profit) 2023-24 (Profit)	Upload CA Certificate
4	The Consultant should ensure and confirm that they have the entire mandatory compliance certificates / registrations / license under various applicable laws applicable for the state of Maharashtra.	License / Relevant document to be submitted	Upload
5	The Consultant must submit at least three Customer Satisfactory Performance Reports (CSPR) where the Agency has been working/worked within last three years.	Relevant document / LOI / WO to be submitted	Upload
6	The Consultant should provide details of all consultants proposed to be deployed / associated on the project	Relevant document to be submitted	Upload
7	Clientele list pertaining to providing services to other organization	Relevant document to be submitted	Upload
8	The Bidder/deputed consultant should have ECBC (Energy Conservation Building Code) Design	Relevant document to be submitted	Upload

	Professional Certificate, IGBC AP (Indian Green Building Council Accredited Professional) Certificate.		
9	Successful completion of green building consultancy services within last 03 years, for Commercial buildings/ Administrative / Public / Institutional /Factory/ Multistoried building for obtaining Green Building Ratings as per IGBC.	Work orders and/or completion certificates in support of work experience claimed by them.	Upload
10	Consultant must be in a position to supply/source environmental attributes like RECs or green power if required in order to attain necessary scores in renewables	Relevant documents to be submitted	Upload
11	The Bidder/deployed consultants should have minimum 5 years of experience in the field of energy efficient building design/analysis/documentation/ green building rating/IGBC certification	IGBC Registration Certificate	Upload
12	The Consultant shall produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency and (c) The Consultant has not been blacklisted by any public sector organization in last 3 years.	Self-Declaration	Upload

**Note:**

- a. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Consultant Firm unless specified otherwise.
- b. Consultant response should be complete, Yes/No answer is not acceptable.
- c. Details of clients and relevant contact details are mandatory. Consultants may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

**18. Documents to be submitted**

<b>Sr. No.</b>	<b>Documents to be Submitted</b>	<b>Submitted</b>
1	1 DD (EMD)	Submission at Mahape
2	Unconditional Acceptance of Terms and Conditions of RFP	Upload
3	Consultant's Profile	Upload
4	Authorization for signing of RFP Document and or POA/BR.	Upload
5	The Consultant should have GST Registration	Upload
6	Signed copy of the RFP and any Addenda/ Corrigenda	Upload
7	Customer Satisfactory Performance Reports	Upload
8	Mandatory compliance certificates / registrations / license under various applicable laws applicable for the state of Maharashtra.	Upload

## 19. Commercial Bid / Financial Bid

### OPENING OF FINANCIAL BID:

The commercial bids of only those Consultants, who meet all the eligibility criteria, shall be opened on a later date with intimation only to the qualified Consultants. In case the date of tender is declared to be a Holiday by the Central/State Govt. or Local administration, then it will be opened on the next working day. However, opening/closing time of tender will remain the same.

### FINANCIAL BID:

Sr. No.	Nature of service	Amount (Rs.)	Applicable GST (Rs.)	Total Amount including GST(Rs.)
1	Registration Fee for StockHolding for IGBC Green Building			
2	Certification Fee for StockHolding for IGBC Green Building			
3	Consultancy Fee towards IGBC Green Existing Building Gold or better Certification O&M (EB O+M) for StockHolding (SHCIL House),Mahape,Navi Mumbai			
	<b>Total Contract Value including GST (Rs. in Figure)(1+2+3)</b>			
	<b>Total Contract Value including GST (Rs. in words)(1+2+3)</b>			

### Note:

1. The evaluation of financial bids/price bids will be based on Total Contract Value including GST quoted by the bidders (As in 4 above).
2. The fee is to be quoted as per above format. Quoting of Fee in any other format other than as prescribed above is liable to be rejected.
3. The financial Bid shall include all the expenses for completing the assignment as per Scope of Services.
4. Costs towards transaction with respect to environmental attributes like RECs or green power are not included.
5. Other Charges for implementation of improvement measures in the building /campus not included.
6. No additional payments on account of travel/boarding/lodging etc are admissible
7. While mentioning the cost on GeM it may be asked to provide monthly cost or cost per maydays. The evaluation of the cost shall be done on the final lumpsum cost irrespective of the bifurcation of the

cost on monthly basis or maydays basis. Hence agencies are requested to be careful that total final lumpsum cost mentioned at GeM must be same as mentioned in the financial proposal.

8. StockHolding reserves the right to reject all or any bid/offer wholly or partly without assigning any reason thereof whatsoever.

**Place:**

**Date:**

**Signature of the Bidder with Seal of the Firm/Company**

**20. Annexure and Forms**

## 1. Consultant's Profile (on letter head)

Date:

<b>Sr. No.</b>	<b>Parameters</b>	<b>Details</b>
1	Name and address of Firm	
2	PAN No. copy	
3	Copy of registration certificate regarding GST	
4	Registered Office Address of the C	
5	Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number etc.	
6	Contact person/s name/s, telephone number, mobile number etc. for the purpose of this RFP if different from the authorized signatory.	
7	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Signature:

Name of the Authorized Person:  
(Authorized for this RFP)

Designation:

Company Seal:



**2. FORMAT OF PRE – BID QUERIES****To be submitted in excel file format only**

To be sent to the email: \_\_\_\_\_

Subject line of email: “E - Tender for Green Building Certification - “(Consultant name)”

Consultant Name: Contact Person: Contact no / email id:				
<b>Sr. No.</b>	<b>RFP Ref Pg. No.</b>	<b>Clause No.</b>	<b>Existing Clause Details</b>	<b>Clarification Sought</b>
1				
2				
3				
.....				

Name of the Authorized Person:

Designation:

3. Self-Declaration

(Undertaking to be submitted on Consultant Company's Letter Head)

To,

STOCKHOLDING

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

**RFP for Appointment of Green Building Consultant for StockHolding**

**RFP no. \_\_\_\_\_**

We, [•] (name and designation) on behalf of [•] having its registered office at [•] have submitted a Bid proposal to STOCKHOLDING for [•] in response to the Request for Proposal (RFP) dated issued [•] by STOCKHOLDING.

We are duly authorized persons to submit this undertaking.

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

We do not have any business relationship with STOCKHOLDING including its directors and officers which may result in any conflict of interest between us and STOCKHOLDING. We shall on occurrence of any such event immediately inform the concerned authorities of the same.

We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.

We have provided with all necessary information and details as required by STOCKHOLDING and shall provide with such additional information's may be required by STOCKHOLDING from time to time.

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any Organizations, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that; we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to STOCKHOLDING.

It is further certified that we have not modified or deleted any text/matter in this RFP. Dated this \_\_\_\_\_  
day of \_\_\_\_\_ 2024

Signature:

(Company Seal)

In the capacity of duly authorized to sign bids for and on behalf of.

#### 4. Integrity Pact

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs.10 Lakh or more (for Administration department) and Rs.20 lakh or more (IT department). To be signed by the same signatory competent/ authorized to sign the relevant contract on behalf of StockHolding.)

( \_\_\_\_\_ Name of the Department / Office) Tender No. \_\_\_\_\_ for \_\_\_\_\_

***(Each Tender must have Distinct Number and Subject Matter)***

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on \_\_\_\_\_ day of the \_\_\_\_\_, between, on one hand, StockHolding ., a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. B R Ambedkar Road, Parel, Mumbai – 400012 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

**And**

M/s. \_\_\_\_\_ (with complete address and contact details) represented by Shri \_\_\_\_\_ (i.e. Consultants / Consultants hereinafter called the **'Counter Party'** ) which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Consultant(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and

WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India.

#### **NOW THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “-

Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

#### **I. Commitment of the Principal / Buyer**

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
  - b) The Principal/Owner will, during the Tender Process treat all Consultant(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender Process, provide to all Consultant(s) / Counter Party (ies) the same information and will not provide to any Consultant(s)/Counter Party (ies) confidential / additional information through which the Consultant(s)/Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.

- c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / StockHolding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**II. Commitments of Counter Parties/Consultants/Bidders**

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Consultants commits himself to observe these principles during participation in the Tender Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / StockHolding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal / StockHolding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract .
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Consultant / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Consultant / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at **Annexure I**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure II**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of StockHolding /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder or its consultants shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / StockHolding as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Consultant / Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Consultant or any person acting on behalf of the Consultant / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / StockHolding, or alternatively, if any relative of

an official / employee of Principal / Stock Holding has financial interest / stake in the Consultant's / Counter Party firm, the same shall be disclosed by the Consultant / Counter Party at the time of filing of tender.

15. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / Stock Holding
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **III. Disqualification from Tender Process and exclusion from Future Contracts**

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / Stock Holding is entitled to disqualify the Consultant / Counter Party / Contractor from the Tender Process or terminate the Contract, if already executed or exclude the Consultant / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / Stock Holding . Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / Stock Holding.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / Stock Holding 's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / Stock Holding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / Stock Holding.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ Stock Holding may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

### **IV. Consequences of Breach**

Without prejudice to any rights that may be available to the Principal / Stock Holding / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / Stock Holding / Owner shall have the following rights in case of breach of this Integrity Pact by the Consultant / Contractor(s) / Counter Party:-

1. Forfeiture of EMD / Security Deposit : If the Principal / Stock Holding / Owner has disqualified the Consultant(s)/Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / Stock Holding / Owner apart from exercising any legal rights that may have accrued to the Principal / Stock Holding / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Consultant / Contractor / Counter Party.
2. Criminal Liability: If the Principal / Owner / Stock Holding obtains knowledge of conduct of a Consultant / Counter Party / Contractor, or of an employee of a representative or an associate of a Consultant / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / Stock Holding has substantive suspicion in this regard, the Principal / Stock Holding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

### **IV. Equal Treatment of all Consultants/Contractors / Subcontractors / Counter Parties**

1. The Bidder (s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Consultant / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-Consultants.
2. The Principal / Stock Holding / Owner will enter into Pacts on identical terms as this one with all Bidder / Counterparties and Contractors.
3. The Principal / Stock Holding / Owner will disqualify Consultants / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / Stock Holding and the Consultant/Counter Parties, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### **VI. Independent External Monitor (IEM)**

1. The Principal / Owner / StockHolding may appointed competent and credible Independent External Monitor (s) (IEM) 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 Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Consultant / Counter Party. The Counter Party / Consultant / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Consultant(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tenders having value of 5 crore or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender and shall keep the IEM apprised of all the developments in the Tender Process.
5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner /StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, StockHolding. within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding . has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer .
8. The word 'IEM' would include both singular and plural.

**VII. Duration of the Integrity Pact (IP)**

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Consultant, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Consultants, till the Contract has been awarded.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the CEO&MD StockHolding

**VIII. Other Provisions**

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the StockHolding /Principal / Owner who has floated the Tender.
2. Changes and supplements in any Procurement / Services Contract / Tender need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / StockHolding in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

**IX. Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid.

For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-

-----  
(For and on behalf of Principal / Owner / StockHolding)

-----  
(For and on behalf of Consultant / Counter Party / Contractor)

**WITNESSES :**

1. \_\_\_\_\_ (Signature, name and address)

2. \_\_\_\_\_ (Signature, name and address)

Note : In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.



Annexure-I

**Covering Letter with each tender (above Rs. 1.00 lakh or more) on StockHolding's . Letterhead**  
(For Tenders issued by StockHolding Ltd. directly)

Ref : Shcil / 2015-16

Dated:

To,  
-----  
-----

Sub: Tender no. \_\_\_\_\_ for \_\_\_\_\_

Dear Sir

**Declaration**

Stock Holding Corporation of India Limited (StockHolding )hereby declares that StockHolding has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. 015/VG:/012-276469 dated February 25, 2015 and stands committed to following the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Consultant will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tenderer / Consultant will stand disqualified from the tendering process and the bid of the Consultant would be summarily rejected.

This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the StockHolding

Yours faithfully,

**for and on behalf of StockHolding.  
(Authorized Signatory)**

Note: The copy of the Integrity Agreement, duly signed by the Authorized Signatory shall be provided to the Consultants on specific request.

Annexure-II

Covering Letter with each tender (above Rs. 10 lakh or more) on Consultant's Letterhead  
(For Tenders invited through a Consultant viz. EPCM/PMC Contracts)

Ref : StockHolding/ /2015-16

Dated:

To,  
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Sub: Tender no. \_\_\_\_\_ for \_\_\_\_\_

Dear Sir

**Declaration**

We, the consultant, on behalf of StockHolding hereby declares that StockHolding has adopted Integrity Pact Program as advised by Central Vigilance Commission vide its Letter No. 015/VG:/012-276469 dated February 25, 2015 and stands committed to following the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Consultant will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tenderer /Consultant will stand disqualified from the tendering process and the bid of the Consultant would be summarily rejected.

This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of StockHolding

Yours faithfully,  
For and on behalf of (Name of Consultant)

(Authorized Signatory of the Consultant)

Note: The copy of the Integrity Agreement, duly signed by the Authorized Signatory shall be provided to the Consultants on specific request.

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