



Request for Proposal (RFP)  
For  
**APPLICATION DELIVERY CONTROLLER (ADC) APPLIANCES**

**RFP Reference Number:  
IT-04/2022-23 Date: 12 October 2022**

**Email: [prit@stockholding.com](mailto:prit@stockholding.com)**

## DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stock Holding Corporation of India Limited (*Stock Holding*), is provided to the bidder(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 not an offer or invitation by *Stock Holding* to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. *Stock Holding* 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. *Stock Holding* may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP

**RFP Document Details**

<b>Name of Organization</b>	Stock Holding Corporation of India Limited
<b>RFP Reference No.</b>	<b>IT-04/2022-23</b>
<b>Requirement</b>	Request for proposal (RFP) for Supply, Installation & support of Application Delivery Controller (ADC) Appliances
<b>Delivery &amp; Installation Address</b>	Stock Holding Corporation of India Limited, SHCIL House, Plot No.P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai 400710 Maharashtra
<b>Date of issue of RFP document</b>	12-Oct-2022
<b>Interest free Earnest Money Deposit (EMD)</b>	Rs.2,00,000/- (Indian Rupees Two Lakh Only) by way of RTGS/NEFT to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT on/or before 09-Nov-2022 StockHolding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004 Please share the UTR details to us on below mentioned email address.
<b>Last date for submission of bidder queries (by email)</b>	17-Oct-2022
<b>Date, Time and place for online Pre- bid meeting</b>	Pre-bid meeting (Online) at 21-Oct-2022@03:30 Hrs. To participate, send your request to prit@stockholding.com on or before 20-Oct-2022, @ 14:00 Hrs
<b>Last Date for Submission of Online Bid (Technical and Commercial Price) bids</b>	09-Nov-2022 by (16:00 Hrs)
<b>Date of opening online Technical bid</b>	09-Nov-2022 @ (16:30 Hrs)
<b>Date of declaring Result of Technical evaluation</b>	22-Nov-2022 on StockHolding website. For any Grievances/Queries on Technical evaluation scoring, bidder need to send grievances on or before 24-Nov-2022 by 6 PM to prit@stockholding.com. No Grievances/Queries will be entertained post 6 PM on 24-Nov-2022.
<b>Date of opening of online Commercial bid</b>	28-Nov-2022 @ (12:30 Hrs). To participate, please send your request to prit@stockholding.com on or before 21-Nov-2022, @ 14:00 Hrs
<b>Date of Reverse Auction</b>	30-Nov -2022 @ (2:30 Hrs)
<b>Address for online submission of bids</b>	Bid must be submitted online on <a href="https://stockholding.auctiontiger.net">https://stockholding.auctiontiger.net</a>
<b>Email Address</b>	PRIT@stockholding.com
<b>Contact Details of M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad</b>	Call : +91 9904406300   +91 9510812960   +91 9265562821   +916354919566 e-mail: support@auctiontiger.net
This bid document is not transferable	

StockHolding reserves the right to modify/update as per requirements of the process.

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## **1. OVERVIEW – ABOUT STOCKHOLDING CORPORATION OF INDIA LIMITED**

StockHolding, a subsidiary of IFCI Limited was promoted by the public financial institutions and incorporated as a public limited company on July 28, 1986. StockHolding is a Government Organization, being a subsidiary of IFCI. StockHolding, one of the largest Depository Participants (DP) and also largest premier Custodian in terms of assets under custody, provides post trading and custodial services to institutional investors, mutual funds, banks, insurance companies, etc. StockHolding acts as a Central Record Keeping Agency (CRA) for collection of stamp duty in 21 States and Union Territories on pan India basis. StockHolding is one of the largest Professional Clearing Members of the country.

In Retail segment besides DP services, StockHolding offers stock broking services through its wholly owned subsidiary SHCIL Services Ltd. (SSL). StockHolding is also into distribution of various investment and retirement solutions viz. Fixed Deposits, Bonds & NCDs of reputed institutes and corporates, Mutual Fund Schemes, Initial Public Offers (IPOs) and National Pension System (NPS). RBI has designated StockHolding as one of the Agency Banks to distribute GoI Bonds in dematerialized form. StockHolding also offers the Government of India Sovereign Gold Bonds. StockHolding is a corporate agent registered with IRDAI for distribution of insurance (Life, Health & General) products.

StockHolding has its registered office at Mumbai, main operations office at Navi Mumbai and operates through its over 200 retail branches all over India.

## **2. SUBMISSION OF PROPOSAL**

The response to this RFP will be submitted by way of two stage bidding process. The technical and commercial proposal with the relevant information/documents/acceptance of all terms and conditions as described in this RFP document will be submitted online through M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad, the outsourcing agency approved by Stock Holding Corporation of India Ltd (StockHolding) for e-bidding on the website (<https://stockholding.auctiontiger.net>).

The bidders will have to upload the duly signed and scanned RFP submission relevant document(s) as part of technical bid. All Annexure Forms will have to be filled and submitted online. The Technical Bid with relative documents must be submitted online. The bidders are requested to note that they cannot make their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact service provider (M/s e-Procurement Technologies Ltd.).

### **Minimum requirement for e-Bidding:**

1. Computer / Laptop (Notebook) with internet connection
2. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above
3. Digital certificate - Class II or III, Signing + Encryption. Please note that this must be a signing AND encryption certificate.

### **2.1 INVITATION OF BIDS**

The purpose of this RFP is to inform potential Bidders of a business opportunity and to solicit proposals for Contact Centre Solution, as currently contemplated by Stockholding. Based upon the review and evaluation of proposals offered in response to this RFP, Stockholding may at its sole discretion negotiate and enter into contracts with successful Bidders. Notwithstanding any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in Stockholding's decision to award a contractual relationship. The products, volumes and historical numbers that are provided from Stockholding during this process are to be used and interpreted solely as a guide and are intended to provide guidance to Stockholding's future or projected requirements but are not a guarantee, contract or commitment to any current or future volume or orders. No volume commitment should be inferred from this process or from any of the documentation provided by Stockholding. Stockholding reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. Stockholding also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

## 2.2 DUE DILIGENCE

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its Implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per RFP requirements will be at the bidder's risk and may result in rejection of the bid and the decision of StockHolding in this regard will be final and conclusive and binding.

## 2.3 COMMUNICATION CHANNELS FOR RFP ENQUIRIES AND CLARIFICATIONS

All communications related to this RFP should be directed by email, physical communication to the following:

Procurement Team  
Email: PRIT@stockholding.com

If StockHolding, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then StockHolding reserves the right to communicate such response to all the bid respondents.

## 2.4 COST OF BIDDING

The bidder shall bear all costs associated with the preparation & submission of its bid and *StockHolding* will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

## 2.5 CLARIFICATIONS REGARDING RFP DOCUMENT

1. Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to StockHolding for necessary clarifications.
2. A bidder requiring any clarification for their queries on this RFP may be obtained via email to PRIT@stockholding.com
3. StockHolding shall not be responsible for any external agency delays.
4. StockHolding reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
5. At any time before the deadline for submission of bids / offers, StockHolding may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
6. It may be noted that notice regarding corrigendum/addendums/amendments/response to bidders' queries, etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP.
7. StockHolding reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on StockHolding.
8. StockHolding reserves the right to reject any or all the responses to RFPs / Bids

received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of StockHolding shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

**2.6 VALIDITY OF OFFER**

The offer should remain valid for a period of at least **90 days** from the date of submission of bid.



## 2.7 OBJECTIVE OF THE RFP

StockHolding Corporation Of India Ltd (hereinafter called StockHolding) invites proposals from eligible entities (hereinafter referred to as “Bidder”), for the “**Supply, Installation and Maintenance**” of Application delivery controllers (ADC) appliances for its Mahape and Bangalore premises.

StockHolding IT-Networking needs to replace its existing Load balancers with Application Delivery Controllers configured for different subnet of networks Back-office Servers and e-Stamping networks segment for (A) Data Centre -Mahape (B) Disaster Recovery Site – Bangalore as existing load balancers are declared as the end of life (EOL) and end of support (EOS) by the original equipment manufacturer (OEM) for which no further Security/functionality enhancements patches will be made available by the OEM. Considering this StockHolding is expecting a competent Bidder (SI) should be able to provide Application Delivery Controllers as per the technical specifications provided by us as specified in this RFP and complete the migration from existing load balancers to new Application Delivery Controllers solution.

## 2.8 REQUIREMENT WITH TERMS & CONDITIONS

The Bidder shall be required to supply, install, implement and support and integrate the solution. The Bidder shall be required to undertake and perform tasks, render requisite services and make available appropriate resources as may be required for the successful completion of the entire assignment at no additional cost to StockHolding.

The detailed technical specifications and requirements on the areas mentioned are available in this document and are indicative. However, StockHolding reserves the right to change the scope of the tender considering the size and variety of the requirements and the changing conditions.

The Bidder shall ensure and be responsible for the successful designing, provisioning, Installation, implementation, and migration of the ADCs in Mahape and Bangalore Site as per the requirements and technical specifications provided in this document.

The Bidder shall provide on-site support as per the requirement of Application Delivery Controllers migration needs and Support and services to be provided at StockHolding’s Mahape and Bangalore on a 24x7x365 basis as mentioned in Service Level Agreement during the implementation and post implementation phase of the project.

The Bidder shall start the Project from the date of issuance of a purchase order by StockHolding. Detailed Scope of Work is given in Section 5 along with Technical Specifications and Deliverables.

## 3. ELIGIBILITY CRITERIA

For this RFP, either the OEM’s authorized partner on behalf of the Principal / OEM or

Principal / OEM itself can bid but both cannot bid simultaneously.

If OEM's authorized partner submits bid on behalf of the principal /OEM, the same partner shall not submit a bid on behalf of another principal /OEM for this RFP.

S/n	Criteria	Documents to be submitted by bidder
1	Bidder/OEM should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.  Bidder should be registered with the Tax Authorities	<ul style="list-style-type: none"> <li>▪ For Companies with Indian origin certificate of Incorporation / Registration under Companies Act, 1956/2013.</li> <li>▪ Memorandum and Articles of Association.</li> <li>▪ PAN and GST Registration Certificates (GSTIN)</li> </ul>
2	The Bidder/OEM must have an average annual turnover of minimum Rs. 50 crore (Rupees Fifty crore) during last 03 (three) financial year(s) i.e. FY 2021-22, FY 2020-21 and FY 2019-20.	Copy of the audited financial statement for required financial years.
3	Bidder to be certified channel partner of the OEM. For OEMs, directly participating, the condition is not applicable.	MAF from OEM is required. If OEM directly participating, self-Certification is required on Company letter head duly signed by authorized signatory.
4	The Bidder/OEM should have not be blacklisted/barred/disqualified by any Public Sector Bank / PSU / GOI department/Ministry in India as on date of submission of Bid.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
5	The bidder should have a positive net worth company in last 3 financial years 2019-2020 & 2020-2021 2021-2022) from the Indian operations.	Copy of audited balance sheet of the company /firm showing the same should be submitted
6	The bidder should have at least three BFSI enterprises/corporate customers in India, where ADC controllers has been deployed and supporting for a minimum period of 3 years during last three financial years i.e. years i.e. 2019-20, 2020-21, and 2021-22.	Proof of same to be attached by way of purchase order OR Project Completion Certificate from the customer by mentioning the time frame clearly etc.
7	Bidder to abide by labor laws, human rights and regulations in their regions of business. Bidder to adhere to laws addressing child, forced or trafficked labor	Self-declaration from bidder on their letter head duly signed by authorized signatory
8	Bidder/OEM need to certify that they have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and	Self-declaration from bidder on their letter head duly signed by authorized signatory

<p>order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India.</p> <p>Bidder also to certify that bidder and OEM are not from such a country or if from a country, has been registered with competent authority.</p>	
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Important Bidder should submit all supporting documents at the time of submitting technical bid, duly signed and stamped on their company's letter head

## 4. BID PREPARATION AND SUBMISSION

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### 3.1 TECHNICAL BIDS

1. The bidder will submit the Technical Bid online on <https://stockholding.auctiontiger.net> and should be as per the format given.
2. There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected
3. No indications pertaining to price or commercial terms should be made in the Technical Bid submission. If any price indications are made, then the bids may be rejected
4. No open ended / conditional bid shall be entertained and are liable for rejection

### 3.2 COMMERCIAL BIDS

The bidder will submit Commercial Bid online on <https://stockholding.auctiontiger.net> as per the format given in the Commercial Bid Format - refer **Annexure-IV**.

1. The final price (L1) will be decided only on successful conclusion of the Online Reverse Auction (RA).
2. The date and time of the Online Reverse Auction (RA) will be intimated to the eligible bidders / OEM. StockHolding reserves the right to conduct product-wise reverses auctions or a single reverse auction for all products (consolidated).

### 3.3 SUBMISSION OF BIDS

1. The required documents for Eligibility Criteria and Technical Bid, Commercial Bid must be submitted (uploaded) online on <https://stockholding.auctiontiger.net>.
2. Technical Bid and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document
3. The offer should be valid for **90 days** from the date of submission of bid
4. The bidder shall fulfil all statutory requirements as described by the law and Government notices. The bidder 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
5. The bidder shall be solely responsible either for any injury, damage and accident to the workman employed by the bidder for any loss or damage to the equipment / property in the areas of work as a result of negligence / carelessness of its deployed resources.
6. No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bid shall not be considered.
7. All employees engaged by the bidder shall be comprehensively insured for accidents and injuries by the bidder at his/her/their cost.
8. Bidders are advised to submit their online Commercial bid well before last date of submission.
9. A Draft NDA is enclosed with this RFP. Acceptance of all clauses mentioned in

the NDA (Draft) need to be provided by the bidders along with the Technical Bid.

## 5. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

### 4.1 TECHNICAL SPECIFICATION

Serial Number	Technical Specifications for Application delivery controller Appliance
<b>1</b>	<b>Physical Specification</b>
1.1	System must of be 19-inch rack mountable 1 U form factor
1.2	System must have dedicated management port
1.3	System must have RJ-45 console port
1.4	System must have 4x10 GE Fiber (SFP+) Interface , 4 x 1 GE Copper ports with all required transceivers
1.5	System must have dual Power supply and inbuilt SSD Drive
1.6	The Release date of the ADC appliances should be 2020 onwards and it should not declared end of sale as on date and to be supported from OEM for minimum 8 years from the date of purchase. Valid documents to be submitted as an evidence.
<b>2</b>	<b>Performance</b>
2.1	System must support 20 Gbps of L7 throughput.
2.2	System must support minimum 16 million concurrent connection.
2.3	System must support 9 Gbps of SSL offloading throughput with 16 K SSL CPS on RSA Cipher.
2.4	System must support minimum system memory of 16GB.
2.5	System must support minimum 1.5 Million DNS queries/sec (fast stateless)
2.6	System must support minimum 4,00,000 Layer 4 connections/sec (HTTP 1.0)
2.7	System must support minimum 1,00,000 Layer 7 connections/sec (HTTP 1.0)
2.8	System must support minimum 1,50,000 Layer 7 transactions/sec (HTTP 1.1)
2.9	System must support minimum 10Gbps of Layer 4 aggregate throughput.
2.10	System must support minimum 10Gbps of Layer 7 aggregate throughput.
2.11	System must support minimum 4 Gigabit Ethernet ports.
2.12	System must support minimum 4 number of SFP+ 10 Gigabit Ethernet ports (XFP)
2.13	System must support minimum 2 Million Hardware-based DDoS protection (packets/sec)
2.14	System must support minimum 2 Million Hardware-based SYN-flood protection (SYN/sec)
2.15	System must support minimum 1,50,000 number of SSL transactions/sec (TPS) <sup>1</sup>
2.16	System must support minimum 7 Gbps SSL bulk throughput.

2.17	System must support minimum 4,00,000 number of concurrent SSL connections.
2.18	System must support minimum 20M number of concurrent connections.
2.19	System must support minimum 20M number of concurrent sessions.
2.20	System must support minimum 1024 number of VIPs.
2.21	System must support minimum 4096 number of real servers.
2.22	System must support minimum 8192 number of real server ports.
2.23	System must support Layer 3 Switching capabilities includes Routing – Static Routes, IS-IS (v4/v6), OSPF v2/v3, BGP4+, VRRP, VRRP-E.
2.24	System must support minimum 1,50,000 SSL TPS performance with a single SSL module, regardless of the number of application cores in the appliance chassis.
2.25	System must support minimum bulk throughput of 7 Gbps.
2.26	System must support maximum power requirement of 110 Watts.
2.27	System must support Web API and micro services.
2.28	System must support Virtualized Server environment and seamlessly work the same way with physical servers without any modifications in LB configurations.
<b>3</b>	<b>Application delivery partition/Virtual Context/licensing</b>
3.1	System must support minimum 16 Application delivery partition/Virtual Context and must be available to use from Day-1
3.2	System must support dedicated configuration file for each Virtual context.
3.3	System must support resource allocation to each context including throughput, CPS, Concurrent connections' throughput
3.4	The appliance must have all license features viz. ADC, LLB, GSLB, Anti-DDoS included from day-1
3.5	The appliance must have the capability to shut and enable a Port and not be dependent on uplink connected devices to achieve this functionality
3.6	System must be able to modify the resource allocation on the fly without restarting/rebooting any context
<b>4</b>	<b>Server Load-balancing features</b>
4.1	System must support Layer4-Layer7 load-balancing
4.2	System must support load-balancing algorithms including round-robin, least connection, service least connection, fastest response, hash etc.
4.3	System must support active-active and active-backup server configuration for load-balancing
4.4	System must support reverse proxy functionality of hosting multiple http/https service behind single IP
4.5	System must support Source-NAT for SLB traffic & have flexibility to config VIP as Source NAT IP
4.6	System must support X-forwarder option. The appliance should have option to enable x-forwarder option per service to log actual client IP in web server log.
4.7	System must support L7 database load-balancing
4.8	System must support HTTP Compression & RAM based Caching



4.9	System must support Global Server load-balancing
4.10	System must support TLS 1.2 and TLS 1.3
4.11	System Should integrate with third party SSL certificate lifecycle management platform to notify, renew certificates automatically, automate the certificates issuance, Automate provisioning of renewed certificates, Eliminate outages with continuous key and certificate updates & enable DevOps teams, PKI, and security teams to acquire full visibility of certificate usage throughout their networks.
4.12	System must support simple certificate enrollment protocol
4.13	System must support DNS application firewall
4.14	System should stop buffer overflows, malformed requests and head off DNS amplification-based DDoS attacks, also able to prevent DNS cache-poisoning and spoofing.
4.15	System must support application template a wizard that guide a user through a step-by-step deployment process for quick and easy app deployment. Application template must include oracle, Microsoft exchange, skype , sharepoint from day one.
4.16	System must support Authentication offloading from back-end servers using SAML, Kerberos, NTLM, TDS SQL Logon, LDAP, RADIUS, Basic, OCSP stapling, HTML Form- based from day one.
4.17	System must support graceful activation and disabling of the backend server
4.18	System must support application level load-balancing of Radius, DNS, SPDY, IMAP, POP3, SMTP,SIP, FIX and Diameter protocol
4.19	System must support DNS Caching
4.20	System must support Anycast and FQDN based Global server load-balancing
4.21	System must support connection limit per server/link
4.22	System must support connection rate limit per server/link
4.23	System must support request rate limit per server/link
4.24	System must support Single sign-on (SSO) authentication relay with Common AAA and single sign-on (SSO) methods include LDAP, RADIUS, RSA SecurID, TDS SQL, SAML and Kerberos
4.25	System must support Authentication for Microsoft SharePoint, Outlook Web Access, and other packaged and custom applications
4.26	System must support Perfect Forward Secrecy (PFS) with Elliptic Curve DiffieHellman Exchange (ECDHE) and other Elliptic Curve Cryptography(ECC) ciphers
4.27	System must support Scriptable health check support using TCL, Python, Perl, and Bash
4.28	System must support Link Load Balancer for load balancing multiple ISP/MPLS links
4.29	System must support Internet Content Adaptation Protocol (ICAP)
4.30	System must support IPv4 to IPv6 and IPv6 to IPv4 protocol translation
4.31	System should support IP anomaly detection



4.32	System must have a provision to Dynamically add IPs to Black Lists when DDoS attack targeted towards a specific IP address is detected
4.33	System must have a capabilities to Dynamically updated threat intelligence feed
4.34	System must support STARTTLS offload for secure Email and LDAP
5	<b>Redundancy</b>
5.1	System must support VRRP based redundancy
5.2	System must support active-active and active-backup configuration
5.3	System must support automatic and manual configuration sync
5.4	System must support dynamic VRRP priority by traffic interface, server, nexthop and routes
5.5	System must support scale-out configuration up-to 8 devices to support higher throughput
5.6	System must support dedicated VRRP setting per virtual context
6	<b>Management</b>
6.1	System must have Web-based Graphical User Interface (GUI)
6.2	System must have Industry-standard Command Line Interface (CLI)
6.3	System must support Granular Role-based\Object-based Access Control
6.4	System must support SNMP, Syslog, email alerts, NetFlow v9 and v10 (IPFIX), sFlow
6.5	System must support REST-style XML API for all functions
6.6	System must support external authentication including LDAP, TACACS+, RADIUS
6.7	System must integrate with a separate centralize management for easily configure and manage policies across applications deployed in data centers, private and public clouds in future.
6.8	Centralize management should provide visibility and actionable insights into the application traffic. Simplify troubleshooting via access to contextualized data and logs. Analyze collected data to detect anomalous trends. Get alerts based on various metrics and customizable fields. Alerts delivered via email or web-hook URL for automated and rapid action.
6.9	Centralize management should provide Multi-tenancy function and helps application team and services owners as tenant and allow them to manage their own infrastructure and application policies.
6.10	Centralize management should provide API driven automation to integrate with DevOps tool like Ansible, Chef, jenkins, and orchestration systems like VMware VRO/VRA, Cisco Cloud Center, Microsoft Azure, Google Cloud Platform, Amazon Web Services and more.
6.11	Centralize management analytics function must provide per transaction logs with Visual representation of time spent in various phases of request and response.
6.12	Centralize management Analytics capabilities must include end-to-end response time monitoring & details, Per-request analysis & application access logs, Security insight and analytics, granular traffic insight & analytics, End-to-end latency, response time details, request rate & request

	method, response code, locations, OS, device & browser information, TOP clients, Worst-behaving URLs, services and domains and many more.
<b>7</b>	<b>Regulations &amp; Support</b>
7.1	System must support Network Equipment Building System (NEBS) compliance from day one.
7.2	Should be a Common Criteria EAL 2+ Certification or Higher
7.3	ADC bidder should have ISO 27001 – Information Security Certifications
7.4	The product supplied should be from the leading OEM and the OEM of the product should have TAC based in India.
7.5	Power on Self-Test (POST) and Standard installation will be completed by Bidder.
7.6	TAC engineer from OEM must be involve till completion of Implementation activities.
<b>8</b>	<b>Reporting Tool</b>
8.1	Onsite Reporting tool to Manage ADC Appliances.
<b>9</b>	<b>DDOS</b>
9.1	System must support 4 Million DDoS Protection (SYN Flood) SYN/Sec
9.2	System must support protection from Fragmented packets
9.3	System must support protection from IP Option, LAND Attack, Ping of Death
9.4	System must support protection from Packet Deformity Layer 3 & Layer 4
9.5	System must support protection from TCP No Flag, Syn Fin, Syn Frag
9.6	System must support connection & request rate limit based on source IP
<b>10</b>	<b>Web application Firewall</b>
10.1	System must support cookie encryption
10.2	System must support protection from SQL injection and OWASP TOP 10
10.3	System must support protection from cross-site scripting
10.4	System must support protection from BOT generated requests
10.5	System must support HTTP protocol compliance check
10.6	System must support Cloaking to hide server responses/error status codes
10.7	System must support Credit Card numbers/US SSN masking
10.8	System must support PCRE based masking
10.9	System must support CSRF check and XSS check
10.10	System must support filtering of http methods
10.11	System must support learning, passive and active mode of WAF deployment
10.12	System must support protection from buffer overflow
10.13	System must support URL blacklisting and whitelisting
10.14	System must support TCL based scripts for custom rules
10.15	Web Application firewall must be a ICSA LAB Certified

**4.2 REQUIREMENTS FOR DC-MAHAPE AND DR BANGALORE**

1. The Bidder should install and configure the Application delivery controllers as per the specification given above.
2. The Bidder should include all components (like cables, rack mount kits, Transceivers, SFP modules, DAC Cables, converters, kits, licenses, configuration etc.) If any component is left out, it will be the responsibility of the Bidder to supply original component and install at no additional cost to StockHolding.
3. The Bidder should include support (Back to back replacement) from the principle manufacturers OEMs and the proof of same needs to be submitted after switches deployed in StockHolding and within 30 days of time frame during installation and implementation.
4. The Bidder should specify the Bill of material with Part Nos. for the items required as per the specifications mentioned below. If any item is left out or any licenses are miss to be considered, it will be the responsibility of the Bidder to supply and commission without any additional cost to StockHolding.

***Note: All licenses should be on the name of StockHolding.***

**Requirements:**

1. **For Mahape:** Application Delivery Controllers

Sl. No	Product Name	Quantity	Product Description	Product Code
		03		

2. **For Bangalore:** Application Delivery Controllers

Sl. No	Product Name	Quantity	Product Description	Product Code
		02		

*Note: Bidder to fill the details of proposed product and submit along with Technical Bid.*

**4.3 SCOPE OF WORK AND DELIVERABLES**

Installation and Implementation of Application delivery controllers for Mahape and Bangalore locations must be completed within 60 days after delivery of the material at respective sites.

**Kick off Meeting**

Project kick off meeting with StockHolding to discuss and finalize the following

1. Scope of Work.
2. Design Summary.
3. Network Connectivity Details along with Network diagram.
4. Project Plan.
5. Rack Elevation template.
6. Numbering and labelling schemes.
7. Risk and Mitigation.
8. Project Communication plan.
9. Escalation Matrix.

**Phase - 1 Activities: For DR - Bangalore and DC - Mahape location**

1. Supply of equipment as mentioned in Section 3 with correct Bill of Material.
2. Unpack and take inventory of supplied equipment as per format provided both in hard and soft copy (Equipment Inventory Annexure – Will be provided to Successful Bidder.)
3. Cross check the delivery invoice with the ordered bill of material/bill of quantity.

4. Submit the inventory to StockHolding certifying whether the ordered equipment have been received and report any deviations.
5. Installation of the equipment and configuring as per the project and implementation plan submitted to StockHolding.
6. Properly label all equipment and cables for easy identification and carry out Cable dressing activities.
  - o Overall Design documents.
  - o Detailed Design documents.
  - o Integration documents.
  - o Operations and Management documents
7. Guide Stockholding to prepare a detailed User Acceptance Test (UAT) plan and test scenarios for carrying out the tests.
8. Configuration of management IP address, rack mounting after removal of existing load balancers switches from racks, termination of field (LAN) and other cables on to the switch and integration with existing network architecture of multiple setups as per the configuration decided for the Application Delivery Controllers.
9. Configuration and re-configuration of the load balancing methods like Least Connections, Round Robin, Weighted, Enhanced Weighted, Weighted Round Robin, Dynamic Weighted (SNMP based), GSLB as per the changing infrastructure design based on the business requirements.
10. Integration with Active directory / LDAP and /or Radius Authentication for Centralised authentication.
11. Integration with SIEM and MDR Services currently deployed at Stockholding.
12. Power on Self-Test (POST) and Standard installation will be completed by Bidder.
13. OEM Engineer must be available till completion of Implementation activities.

### **Phase - 2 Activities**

1. Hardening as per CIS benchmark for Application delivery controllers.
2. Support for configuration audits, Vulnerability Assessment and penetration testing activities as per the schedule calendar activities of Stockholding.
3. Configuration of ADCs for link load balancing with GLBP for 2 different locations.
4. As Stockholding is procuring 3 ADCs per location need to configure these ADCs in Active-Active or Active-Standby configuration as per the changing business requirements.
5. IPv4 to IPv6 protocol translation.

#### **5.3.1 Standard installation service scope of work**

1. Service features and deliverables
2. To conduct the installation job after normal office hour.
3. Unpack and inspect the equipment.
4. Physical mount the equipment.
5. Install feature license (if any)
6. Perform the equipment configuration according to Stockholding's requirement.

### 5.3.2 Network setting

1. Configure required VLANs.
2. IP address and static routing configuration.
3. Configure NAT and SNAT as per the requirement.
4. Setup system monitoring (syslog/SNMP)

### 5.3.3 Application Delivery Controllers setting

1. No Limitation in configuring virtual server groups and real servers.
2. Associated pools profiles.
3. Import server certificates on ADC.
4. Configure persistence profiles (simple, sticky, cookie insert)
5. Apply built-in keepalive monitor
6. Define Data Centers in configuration (for site load balancing)
7. Insert DNS records (for site load balancing)
8. To verify the equipment port status.
9. To verify the failover functionality as Stockholding is purchasing three same model and will configure the Application Delivery Controllers in high availability (HA) or Active-Active mode.
10. To verify the load balancing function by load balanced the requests between two servers or two sites.

### Phase - 3 Activities

1. Installation of on premise reporting tool.
2. Stockholding will keep the hardware ready as per the pre-requisites provided by bidder.
3. Bidder will complete the installation and Implementation of reporting tool and integrate all the ADC appliances within the tool.
4. Bidder will provide on call basis support till period of 5 years.
5. Licenses to manage the tool will be with Stockholding for a period of 5 years.
6. Stockholding will also open a TAC case with OEM for tool management and troubleshooting purposed.

### 5.3.4 Preventive Maintenance

Per Quarter for entire Bill of Material at DC and DR Site.

### 5.3.5 Software Updates and Upgrades

Software updates for system software and software products released by OEM are provided for the duration of the applicable Support Service Program purchased by contacting OEM Technical Support. System software updates include applicable minor as well as major feature releases of the OEMs.



**6. SERVICE LEVEL AGREEMENT AND PENALTY TERMS**

The Bidder should provide 24 hours support on all seven days of the week (24x7x365) to all the Application Delivery Controllers as defined in the bill of material.

**Response and Resolution:**

Area	Support Response and Resolution Required
Software	7x24 Email/Phone/Onsite Support/TAC Support
	Web-Based Support
	Software Updates, Upgrades and Documentation
Hardware	For RMA - Same day Shipment
	Next Day delivery (Not Next Business Day Delivery)
	Or 4 Hour Hardware Replacement.
Technical Assistance Center Support	4 Hour Premium Support
	Open Issues Tracking
	Critical Case Management
	Remote Troubleshooting
	Preferred Case Queue

**Penalty Clause**

**Late Delivery and Penalty (Shipment and RMA) :** In case of delayed shipment, except for force majeure, the Bidder shall pay to StockHolding for every week of delay a penalty amounting to [0.5%] of the total value of the purchase order shipment has been delayed. Any fractional part of a week is to be considered as a full week. The total amount of penalty shall not, however, exceed [2%] of the total value of the purchase order and is to be deducted from the amount due at the time of payment. Further delay may terminate the contract.

**Late Implementation and Penalty:** In case of delayed Implementation, except for force majeure, the Bidder shall pay to StockHolding for every week of delay a penalty amounting to (0.5%) of the total value of the purchase order. Any fractional part of a week is to be considered as a full week. The total amount of penalty shall not, however, exceed BG value of the purchase order and is to be deducted from the amount due at the time of payment. Further delay may terminate this contract.

**RMA Deviation:** Failure to deliver same day. In case of delayed shipment, except for force majeure, the Bidder shall pay to StockHolding for each day of delay a penalty amounting to [0.5%] of the total value of the purchase order shipment has been delayed. The total delay should not exceed 7 days. If the delayed shipment exceeds 7 days, StockHolding reserves the right to terminate the contract and invoke the Bank Guarantee.

**Preventive Maintenance:** Failure to comply in every quarterly. (10% of half-yearly



payment during support period).

**System Updates and Upgrades:** Failure to comply on quarterly basis or as per release from OEM. (10% of half-yearly payment during support period or as per the release from OEM).

## **7. TERMS AND CONDITIONS WITH DETAILS**

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### **6.1 SITE PARTICULARS**

Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the timelines and specifications. Successful Bidder is expected to familiarize themselves with the site conditions

### **6.2 TIME SCHEDULE**

StockHolding expects to complete the entire project in **2 months** after delivery of appliances and as per the project schedule given in Scope of Work as per the phases and completion Milestones. The start date for the project will commence from the date the purchase order was issued to the successful Bidder by StockHolding.

**The delivery of the Application Delivery Controllers shall commence within 10-12 weeks of the issue of a Purchase Order (PO).**

### **6.3 ACCEPTANCE CRITERIA**

There will be acceptance tests by StockHolding and/or its nominated employee and /or managed service support engineer after the installation and implementation of the application delivery controllers at DC and DR locations. In case of any discrepancy in the product model, features, licenses supplied StockHolding reserves the right to cancel the entire contract agreement and the Bidder should take back their equipment at their expenses and risks. The acceptance test will be arranged by the Bidder at the respective Stockholding site Navi Mumbai Mahape and Bangalore in the presence of the officials of StockHolding official.

The Acceptance Test shall be as per the comprehensive “Acceptance Test Plan” document to be prepare by Bidder and approved by StockHolding after releasing the purchase order to them. Acceptance test shall contain various tests to be performed for acceptance of the ADC’s switching as well as routing functionalities, redundancy tests. The Acceptance Test shall be deemed to be complete only on successful completion of the all the tests as decided and issuance of the “Acceptance Certificate” by StockHolding to the Bidder.

The Bidder shall create the “Acceptance Test Plan” document and the same will be reviewed by StockHolding.

### **6.4 SECURITY**

The Bidder shall be held entirely responsible for the security and the protection of their works at all times during their work within premises. They shall be deemed to have

factored in for all costs associated therewith. Bidder shall comply with all security and decorum requirements of StockHolding.

## 6.5 RIGHT TO VERIFICATION

StockHolding reserves the right to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facilities, if necessary, to establish to its satisfaction about the Bidder's capacity to perform the job.

StockHolding if deemed fit, will inspect any or all of the Components/networking equipments at Bidder's warehouse before shipment to StockHolding, to verify that the networking equipments (hardware and software components/media) and Systems supplied to StockHolding are as per the technical specification specified in the purchase agreement.

## 6.6 WARRANTY

The warranty should be for a minimum period of **05 (Five) years** on-site and comprehensive and BACK-TO-BACK from OEM from the date of installation. During the entire period of **5 years** support, the Bidder will have to undertake comprehensive maintenance of all the supplied Application Delivery Controllers and provide onsite support as on need basis with SLA as mentioned in Section 5: Service Level requirements.

The Bidder warrants that the Goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The Bidder shall make available the spare parts, components, etc. for the equipment for a warranty period of 5 years. If any of the peripherals/components are not available during the warranty period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity or higher Application Delivery Controllers model.

Further, provided that StockHolding may, during the currency of the warranty, shifts the goods wholly or in part to other location(s) within the country and in such case, the supplier undertakes to continue to warrant, maintain the goods at the new location without any other additional cost to StockHolding.

The selected Bidder shall provide the preventive maintenance schedules per quarter, which shall be specified in advance as and when required.

## 6.7 EXIT CLAUSE

StockHolding reserves the right to terminate this Agreement by giving Three (3) months' notice, if it is not satisfied with the Services. Reasonable number of incidents of the non-performance of the obligations by the bidder as per this Agreement will be provided before the termination notice is served on the bidder. In case of termination, payments due till the date of termination only would be paid. Balance payment for remaining Agreement Term will not be paid to the bidder.

## 6.8 ORDER CANCELLATION

StockHolding reserves the right to cancel the order in the event of the Bidder failing to deliver services as specified by Stockholding as per the Service Level Agreements. Stockholding reserves full right and authority to cancel such order and will also be entitled to claim liquidated damages for the same in addition to and without prejudice to all other rights and remedies that may be available to StockHolding. In case of serious discrepancy in services provided, Stockholding may cancel the entire purchase order.

## 6.9 PAYMENT TERMS

1. 50% payment after ensuring power-on self-test on an entire bill of material (hardware and software) along with submission of bank guarantee (BG) and submission of an original tax invoice and delivery challan duly certified by Stockholding official.
2. 40% payment on by StockHolding official(s) after complete implementation and 5-years warranty confirmation on the letterhead of OEM as well as Bidder letterhead with duly signed by the Authorized Signatory (with all details) mentioning the serial numbers of Application Delivery Controllers.

*Note: All licenses must be on the name of StockHolding. Implementation payment will be released only after necessary proof received from the Bidder for the same.*

3. Balance 10% payment will be paid Half-yearly advance payment towards vendor support during warranty period based on the SLA measured except for last half-yearly payment which is done at end of the quarter.

All-Inclusive except for GST. GST payable extra at actual as per prevailing rates. Deduction of Income Tax, Goods and Services Tax, and other applicable statutory duties would be as per the extant rules/laws.

All the above documents are to be submitted at StockHolding's Mahape office for payment processing.

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## 6.10 TAXES & LEVIES

Applicable taxes payable at actual as per prevailing rate of taxes as per Government notification. Applicable deduction if any may / will be recovered (deducted) from the payment(s)

## 6.11 FORCE MAJEURE

Neither the StockHolding nor the Bidder shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence, defined as "Force Majeure". For purposes of this clause, "Force Majeure" mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent

authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

The Party seeking to rely on Force Majeure shall promptly, **within 5 days**, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure. And, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure. Each PARTY shall bear its own cost in relation to the force majeure occurrence.

However, any failure or lapse on the part of the Bidder to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force Majeure, as set out above.

If the duration of delay exceeds **ninety (90) consecutive or one hundred eighty (180) cumulative days**, StockHolding and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the StockHolding, shall be final and binding on the bidder.

**6.12 DISPUTE RESOLUTION**

In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Mumbai jurisdiction only. The final payment will be released only after the bidder complies with above-mentioned clause

**6.13 RIGHT TO ALTER RFP**

- a. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- b. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever.

**6.14 INTEGRITY PACT**

The bidder will have to enter in to an Integrity Pact with Stock Holding Corporation of India Limited. The format (text) for the Integrity Pact is provided as Annexure-V. The successful bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful bidder.

**6.15 SUB-CONTRACTING**

No Sub-Contracting is allowed for this RFP.

**6.16 NON-DISCLOSURE AGREEMENT (NDA)**

The successful bidder will sign a Non-Disclosure Agreement (NDA) with Stock Holding Corporation of India Limited. A Draft NDA is enclosed with this RFP. Acceptance of all clauses mentioned in the NDA (Draft) need to be provided by the bidders along with the Bid.

**6.17 BANK GUARANTEE (BG)**

Successful Bidder shall, at own expense, deposit with the StockHolding, within seven (7) days on issuance of PO, a Bank Guarantee (BG) from banks other than co-operative banks. The BG value should be 10% of PO value excluding vendor support cost

This Bank Guarantee shall be valid up to 30 days beyond the completion of the contract period (Successful Installation followed by 5 years of warranty period).

- a. Bank Guarantee may be discharged / returned by StockHolding upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Bank Guarantee.
- b. Stockholding reserves the right to invoke the BG in the event of non-performance by the Supplier/OEM.

**6.18 FORFEITURE OF EMD**

The EMD made by the bidder will be forfeited if;

- a. The bidder withdraws the tender after acceptance.
- b. The bidder withdraws the tender before the expiry of the validity period of the tender.
- c. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- d. The successful bidder fails to furnish the required Performance Security within 21 days from the date of receipt of LOA (Letter of Acceptance)

**6.19 CHANGE / MODIFICATION IN LOCATIONS FOR DELIVERY/INSTALLATION/SUPPORT**

StockHolding reserves the right to change/modify locations for support of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and support at the modified locations at no extra cost to StockHolding.

In case the hardware items are already delivered, and if the modifications in the locations are made after delivery, the bidder shall carry out installation, testing and commissioning at the modified locations. StockHolding in such cases shall bear the shifting charges/arrange shifting and the bidder shall shift the material to the alternate locations at mutually agreed prices if the StockHolding so requests.

Note: The Warranty should be applicable to the altered locations also.



**ANNEXURE – I: BID FORM AND LETTER OF ACCEPTANCE**

[On Company's letter head] (To be included in Technical Bid)

Date: \_\_\_\_\_

To:  
Stock Holding Corporation of India Limited  
Plot No. P-51, T.T.C. Industrial Area M.I.D.C.,  
Mahape, Kalyan-Shil Road  
Navi Mumbai PIN 400710

Dear Sir,  
**Ref: RFP No. IT-04/2022-23 Date: 12. October 2022**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the StockHolding and we offer to supply, Install, Customize, test, commission and support the desired Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

1. While submitting this Bid, we certify that:
  - a. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - b. We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - c. Commercial bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - d. The Commercial bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - e. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - f. We have quoted for all the products/services mentioned in this RFP in our Commercial Bid.
  - g. The rate quoted in the Commercial Bids are as per the RFP and subsequent pre- Bid clarifications/ modifications/ revisions furnished by the StockHolding, without any exception.
2. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the StockHolding will have right to disqualify us from the RFP without prejudice to any other rights available to the StockHolding.

3. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the StockHolding.
4. We agree to abide by all the RFP terms and conditions, contents of Service Levels of this RFP and the rates quoted therein for the orders awarded by the StockHolding up to the period prescribed in the RFP, which shall remain binding upon us.
5. Till execution of a formal contract, the RFP, along with the StockHolding's notification of award by way of issuance of Purchase Order and our acceptance thereof, would be binding contractual obligation on the StockHolding and us.
6. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
7. We hereby certify that our name does not appear in any "Caution" list of any other regulatory bodies.
8. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any State Government / Central Government / PSU
9. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation located in India.
10. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
11. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the StockHolding to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
12. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the StockHolding in the RFP document.

Dated this ..... day of .....2022.  
(Signature) (Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_ Seal of the company.

**ANNEXURE – II: BIDDER PROFILE**

Sl. No.	Parameters	Response		
1	Name of the Firm/Company			
2	Year of Incorporation in India			
3	Names of the Partners/Directors			
4	Company PAN no			
5	Company GSTN no. (please mention for all states)			
6	Addresses of Firm/Company			
	a) Head Office			
	b) Local Office in Mumbai(if any)			
7	Authorized Contact person			
	a) Name and Designation			
	b) Telephone number			
	c) E-mail ID			
8	Financial parameters			
	Business Results (last three years)	Annual Turnover (Rs. in Crores)	Operating Profit (Rs. in Crores)	
	2019-20			
	2020-21			
	2021-22			
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)		(Mention the above Amount in INR only)	
	<b>Details of Reference Customer</b>			
Customer Name and Contact No.	Brief Details of hardware supplied	PO number and Date (Attached PO with masked price)		
1				
2				
3				
4				

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of..... 2022

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the bidder)

Note:

1. Letter of Authorization shall be issued by either Managing Director having related Power of Attorney issued in his favor or a Director of the Board for submission of Response to RFP/ Tender.
2. All self-certificates shall be duly signed and Stamped by Authorized signatory of the bidder Firm unless specified otherwise.
3. Bidder response should be complete; Yes/No answer is not acceptable...
4. Details of clients and relevant contact details are mandatory. Bidder 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.

### ANNEXURE – III: ELIGIBILITY CRITERIA

#### Documents to be submitted online along with Technical bid

Sr. No	Criteria	Documents to be submitted by bidder	Compliance (Yes/No)
1	Bidder/OEM should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.  Bidder should be registered with the Tax Authorities	<ul style="list-style-type: none"> <li>▪ For Companies with Indian origin certificate of Incorporation / Registration under Companies Act, 1956/2013.</li> <li>▪ Memorandum and Articles of Association.</li> <li>▪ PAN and GST Registration Certificates (GSTIN)</li> </ul>	
2	The Bidder/OEM must have an average annual turnover of minimum <b>Rs. 50 crore</b> (Rupees Fifty crore) during last 03 (three) financial year(s) i.e. FY 2021-22, FY 2020-21 and FY 2019-20.	Copy of the audited financial statement for required financial years.	
3	Bidder to be certified channel partner of the OEM. For OEMs, directly participating, the condition is not applicable.	MAF from OEM is required. If OEM directly participating, self-certification is required on Company letter head duly signed by authorized signatory.	
4	The Bidder/OEM should have not be blacklisted/barred/disqualified by any Public Sector Bank / PSU / GOI department/Ministry in India as on date of submission of Bid.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory	
5	The bidder should have a positive net worth company in last 3 financial years 2019-2020 & 2020-2021 2021-2022) from the Indian operations.	Copy of audited balance sheet of the company /firm showing the same should be submitted	
6	The bidder should have at least three BFSI enterprises/corporate customers in India, where ADC controllers has been deployed and supporting for a minimum period of 3 years during last three financial years i.e. years i.e. 2019-20, 2020-21, and 2021-22.	Proof of same to be attached by way of purchase order OR Project Completion Certificate from the customer by mentioning the time frame clearly etc.	
7	Bidder to abide by labor laws, human rights and regulations in their regions of business. Bidder to adhere to laws addressing child, forced or trafficked labor	Self-declaration from bidder on their letter head duly signed by authorized signatory	
8	Bidder/OEM need to certify that they have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated	Self-declaration from bidder on their letter head duly signed by authorized signatory	

<p>24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India.</p> <p>Bidder also to certify that bidder and OEM are not from such a country or if from a country, has been registered with competent authority.</p>		
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**ANNEXURE – IV: COMMERCIAL BID FORMAT**

[Only Online submission]

**For DC Set-up (Table – A)**

<b>Application Delivery Controller (ADC) Appliances</b>			
<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price (INR)</b>	<b>Total Price (INR)</b>
Hardware Appliance Cost	3		
Software License Cost			
OEM Support Cost			
Installation & Implementation Cost (Appliance & Reporting Tool)			
Bidder Support Cost (for 5 years) for Appliance & Reporting Tool			
Reporting Tool Cost			
Licensing Cost for Reporting Tool			
<b>Total Price (INR) (A)</b>			

**For DR Set-up (Table – B)**

<b>Application Delivery Controller (ADC) Appliances</b>			
<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price (INR)</b>	<b>Total Price (INR)</b>
Hardware Appliance Cost	2		
Software License Cost			
OEM Support Cost			
Installation & Implementation Cost (Appliance & Reporting Tool)			
Bidder Support Cost (for 5 years) for Appliance & Reporting Tool			
Reporting Tool Cost			
Licensing Cost for Reporting Tool			
<b>Total Price (INR) (B)</b>			

<b>Application Delivery Controller (ADC) Appliances (DC and DR Set-up)</b>	
<b>Total Price (INR) (A)</b>	
<b>Total Price (INR) (B)</b>	
<b>Grand Total (A+B) (INR)</b>	

**Bidder should provide the details terms & condition along with the applicable taxes.**

1. All prices quoted should be excluding applicable Taxes
2. The quantity provided herewith is to ease bidders to arrive at unit cost for each slab.

3. The above numbers may vary (decrease/increase) basis business requirement.
4. Licenses will be placed on actual business demand basis.



**ANNEXURE – V: COVERING LETTER**

(To be executed on plain paper and submitted only by the successful bidder)

(\_\_\_\_Name of the Department / Office) RFP No IT-04/2022-23 Date: 12 October 2022 for \_\_\_\_\_

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. Babasaheb 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. s (bidders) 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 Bidder(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 (RFP) 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**

A. 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 (RFP) 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 (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party(ies) the same information and will not provide to any Bidder(s)/Counter Party(ies) confidential / additional information through which the Bidder(s)/Counter Party(ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
- c) The Principal / Owner shall endeavour to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.

B. 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/Bidders**

- a) 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) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
- b) 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.
- c) 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 disfavour to any person in relation to the contract or any other contract with the Principal / StockHolding.
- d) Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
- e) 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.
- f) The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / 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 Bidder / 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.
  - g) The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at Annexure 6. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at Annexure.
  - h) 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.
  - i) 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.
  - j) The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - k) The Bidder 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 Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
  - l) 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.
  - m) 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.
  - n) If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / 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 /
  - o) StockHolding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).
  - p) The term "relative" for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
  - q) 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 / StockHolding
  - r) 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 (RFP) Process.

- s) The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

**III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts**

- a) 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 / StockHolding is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / 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 / StockHolding. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / StockHolding.
- b) The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding's absolute right to resort to and impose such exclusion.
- c) Apart from the above, the Principal / StockHolding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / StockHolding.
- d) 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/ StockHolding 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 / StockHolding / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / StockHolding / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

- a) Forfeiture of EMD / Security Deposit : If the Principal / StockHolding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) 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 / StockHolding / Owner apart from exercising any legal rights that may have accrued to the Principal / StockHolding / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
- b) Criminal Liability: If the Principal / Owner / StockHolding obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / StockHolding has substantive suspicion in this regard, the Principal / StockHolding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

**V. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties**

- a) The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
- b) The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding and the Bidder/Counter Parties, along with the Tender (RFP) or violate



its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

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

- a) The Principal / Owner / StockHolding has 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.
- b) 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, Stock Holding Corporation of India Limited.
- c) The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Counter Party (ies) with confidentiality.
- d) In case of tender (RFP)s 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 (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.
- e) 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.
- f) 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.
- g) 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 / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, 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. VIII. Other Provisions

- a) 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 (RFP).

- b) Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
- c) 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.
- d) 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.
- e) 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 (RFP) / 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 Bidder / 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.

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**ANNEXURE – VI: DECLARATION**

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**Covering Letter on Bidder Letterhead (Annexure-V of Integrity Pact)**

Ref: IT-04/2022-23 Date: 12 October 2022

To,

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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 (RFP) (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender (RFP) documents, failing which the tenderer (RFP) / bidder will stand disqualified from the tendering (RFP) process and the bid of the bidder 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 Corporation of India Limited (Authorized Signatory)

**ANNEXURE – VII: COMPLIANCE STATEMENT**

(To be submitted along with Technical Bid)

**Subject:** RFP Reference Number: **IT-04/2022-23** Date: **12 October 2022****DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by StockHolding. We also agree that StockHolding reserves its right to reject the bid, if the bid is not submitted in proper format as per RFP.

<b>Sr. No.</b>	<b>Item / Clause of the RFP</b>	<b>Compliance (Yes / No)</b>
1	Objective of the RFP	
2	Eligibility Criteria	
3	Service Level Agreement (SLA) / Scope of Work	
4	Non-Disclosure Agreement	
5	Payment Terms	
6	Bid Validity, Order Cancellation, Exit Clause	
7	Right to alter RFP	
9	Force Majeure	
10	Integrity Pact	
11	Terms & Conditions in the RFP	
13	Bid Formats (Technical & Commercial Bid)	
14	Annexures in the RFP	
16	Technical Specification (Section 5.1, 5.2 and 5.3)	

Date:

Signature with seal

Name &amp; Designation:



**ANNEXURE – VIII: PRE-BID QUERY FORMAT FOR BIDDER/OEM**

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RFP Reference Number: **IT-04/2022-23** Date: **12 October 2022**

Sl. No	RFP Heading	Section	Page Number	Pre-bid Query	Change Requested	Justification for Change
1						
2						
3						
4						

**ANNEXURE – IX: DRAFT NDA (To be submitted in separate Rs.100 stamp paper)**

**MUTUAL NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter “Agreement”) is executed on this \_\_\_ day of \_\_\_\_\_, 2022 by and between

Stock Holding Corporation of India Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400012 (hereinafter referred to as “StockHolding” which expression shall mean and include its successors and assigns), of the One Part;

And

(Company Name) a company incorporated under the Companies Act, 1956 and having its registered office / corporate office at (Complete address) (hereinafter referred to as “Company Name” which expression shall mean and include its successors and assigns), of the Other Part.

(StockHolding and (Company Name) are individually referred to as ‘Party’ and collectively as ‘Parties’.)

The Party disclosing Confidential Information under this Agreement shall be referred to as Disclosing Party and the Party receiving Confidential Information shall be referred to as Receiving Party.

Purpose: Whereas, the Parties wish to explore possible business opportunity, during which either Party will be required to disclose certain Confidential Information to the other.

Confidential Information and Exclusions: Confidential Information shall mean and include (a) any information received by the Receiving Party which is identified by Disclosing Party as confidential or otherwise; (b) all information including technical, data security , cyber security business, financial and marketing information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, know-how, ideas, concepts, strategies, trade secrets, product or services, results obtained by using confidential information, prototype, client or vendor list, projects, employees, employees skills and salaries, future business plans disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known

to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential Information disclosed herein;

(d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law, provided that the recipient party gives disclosing party a written notice of any such requirement within ten (10) days after the learning of any such requirement, and takes all reasonable measure to avoid disclosure under such requirement.

**Confidentiality Obligations:** The Receiving Party shall, at all times maintain confidentiality and prevent disclosure of Confidential Information of Disclosing party with at least the same degree of care as it uses to protect its own confidential information but in no event with less than reasonable care. The Receiving Party shall keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party. The Receiving Party agrees not to disclose, transmit, reproduce or make available any such Confidential Information to any third parties and shall restrict disclosure of Confidential Information only to a limited group of Recipient's directors, concerned officers, employees, attorneys or professional advisors who need to have access to the Confidential Information for the purposes of maintaining and supporting the services and each of whom shall be informed by Receiving Party of the confidential nature of Confidential Information and agree to observe the same terms and conditions set forth herein as if specifically named a Party hereto. The Receiving Party shall not, unless otherwise agreed herein, use any such Confidential Information and Confidential Materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. The Receiving Party shall not use the Confidential Information in any way to create a derivative work out of it or reverse engineer or use for any commercial purpose or for any purpose detrimental to the Disclosing Party. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary. The Receiving Party shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Disclosing Party in taking necessary remedial action.

**No Warranty:** All Confidential Information is provided 'as is.' Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.

**No License:** Each Party recognizes that nothing in this Agreement is construed as granting it any proprietary rights, by license or otherwise, to any Confidential Information or to any intellectual property rights based on such Confidential Information.

**Return:**

The Receiving Party who receives the Confidential Information and Confidential Materials agrees that on receipt of a written demand from the Disclosing Party:

Immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control; ( SUCH RETURN OF DOCUMENTS SHOULD BE DONE BY SIGNING A LETTER).

To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;

So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and

To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

Receiving party will attempt to maintain, to the best possible extent, physical and logical segregation of the Confidential Information of the data of the Receiving party from data of any third party.

**Term:** The term of this Agreement shall be \_\_(\_) years from \_\_\_\_\_(the Effective Date). Either Party may terminate this Agreement by giving a thirty (30) days written notice to the other. The confidentiality obligations stated in this Agreement shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.

**Remedies:** The Confidential Information and Confidential Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The Parties acknowledge and agree that the Disclosing Party will suffer substantial and irreparable damage, not readily ascertainable or compensable in monetary terms, in the event of any breach of any provision of this Agreement by the Receiving Party. The Receiving Party therefore agrees that, in the event of any such breach, the Disclosing Party shall be entitled, without limitation of any other remedies otherwise available to

it, to obtain an injunction or other form of equitable relief from any court of competent jurisdiction.

**Governing Law and Jurisdiction:** This Agreement may be governed and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai, India.

**Miscellaneous:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard and may not be amended or modified except by a writing signed by a duly authorized representative of the respective Parties. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be assigned or transferred except by a mutual written consent of both the Parties.

For Stock Holding Corporation of India Limited	For (Company Name)
Name:	Name:
Title:	Title:
In the Presence of	
Name:	Name:
Title:	Title:

**ANNEXURE – X: MANUFACTURERS AUTHORIZATION FORM**

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(To be submitted on OEM's letter head)

Ref:

Date:

To

Stock Holding Corporation of India Limited  
SHCIL House, Plot No. P-51, T.T.C. Industrial Area  
M.I.D.C., Mahape, Kalyan-Shil Road  
Navi Mumbai PIN 400710

Dear Sir,

**Sub: Manufacturer Authorization for RFP No: IT-04/2022-23 Date: 12 October 2022**

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details>.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner/ re-seller/ dealer for our <hardware details>. We authorize them to quote for our equipment's in the above mentioned RFP.

Further, we assure that we would extend full support to them in all respects for supply, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipment's during the warranty period as per RFP terms.

We also undertake that in case of default in execution of this contract by the <Bidder Name>, the <OEM Name> will take all necessary steps for successful execution of this project as per RFP requirements.

<OEM Name >

<Authorized Signatory with Stamp>

**ANNEXURE – XI: TECHNICAL BILL OF MATERIAL (BOM)**

(To be submitted along with Technical Bid)

Ref: IT-04/2022-23 Date: 12 October 2022

Date:

**Bill of Material (BoM):**

**1. For Mahape:** Application Delivery Controllers

Sl. No	Product Name	Quantity	Product Description	Product Code
		03		

**2. For Bangalore:** Application Delivery Controllers

Sl. No	Product Name	Quantity	Product Description	Product Code
		02		

Note: Bidder need to provide the details of proposed product as mentioned above.