



REQUEST FOR PROPOSAL

**To Appoint an Agency for
Digital Marketing and Creative**

RFP Ref No : STOCKHOLDING/MKTG/2023-24/RFP1

Date : 23rd June , 2023

Stock Holding Corporation of India Limited
Marketing & Branding Department,
Stock Holding Corporation of India
301, 3rd Floor, Centre Point, Dr. Babasaheb Ambedkar Marg,
Near Bharatmata Cinema, Parel,
Mumbai- 400 012

rfpmarketing@stockholding.com



OUR MISSION

"To be a world class 'Technology Driven' and 'Client Focused' market leader in financial and technical services"

OUR VISION

"To emerge as a partner of choice in bringing delight to customer experiences in Financial and IT solution services".

INDEX

Sr.no	Particulars	Page no.
1	Control Sheet	4
2	Disclaimer	5
3	Introduction and Background	6
4	Purpose of Appointment	7
5	Objectives of RFP	7
6	Scope of Work & Functional Requirement	8-10
7	Bidder's Eligibility- Criteria	11
	Bidders Eligibility -Documents to be submitted	12
8	Earnest Money Deposit	13
9	Discharge of EMD	13
10	Period of Validity	13
11	Amendment of Bid / RFP document	14
12	StockHolding's Right to accept & Reject any or all Bids	14
13	Acceptance Of Bid	14
14	Execution of documents	15
15	Performance Bank Guarantee	15
16	Termination of contract	16
17	Dispute Resolution	17
18	Governing Law	17
19	Jurisdiction of courts	17
20	Force Majeure	18
21	Integrity Pact	18
22	Sub-contracting	19
23	Non-Disclosure Agreement	19
24	Taxes & levies	19
25	Procedure for Submission of Application for Technical Bid and Financial Bid (Online)	20-21
26	Power of Attorney	21
27	Bidding Process - Evaluation	22
27.1	Technical Evaluation - Criteria –STAGE A	23
27.2	Technical Evaluation – Presentation –STAGE B	24
28	Commercial Bid	25
29	Techno Commercial Evaluation –STAGE C	25-26
30	Acceptance of Bid	27
31	Rejection of Bid	27
32	Payment Terms	28
	Schedules	
1	Schedule 1 - Covering Letter for Proposal submission	29-30
2	Schedule 2 – Commercial Bid Format	31-32
3	Schedule 3 – Details of bidder / Agency Profile	33-34
4	Schedule 4 - Declaration cum certificate : No Over Due's	35
5	Schedule 5 - Certificate of Registrations	36
6	Schedule 6 - Certificate from Auditor	37

7	Schedule 7 – Certificate from Agency regarding Litigations	38
	Forms	
1	Form 1 – List of Clients of the Agency	39
2	Form 2 – Declaration Certificate	40
3	Form 3 - Integrity Pact	41-49
	Annexure – I	50
	Annexure - II	51

1. CONTROL SHEET

Name of the company	Stock Holding Corporation of India Ltd.	
RFP Reference No.	STOCKHOLDING/CPT/MKTG/RFP/23-24/001	
Date of Issue of RFP :	23rd June, 2023	
Last date for submission of bidder queries (by email)	3rd July, 2023	
Email address	rfpmarketing@stockholding.com	
Date & Time for online Pre- bid meeting	Pre-bid meeting (Online) on 6th July, 2023 @11:30 am . To participate, please send your request to rfpmarketing@stockholding.com	
Last Date and time for submission of online Technical Bid	Date:	13 th July, 2023
	Time:	11.00 am.
Earnest Money Deposit (EMD)	Rs.	5,00,000/- (Refundable)
Date of schedule for opening of Online Technical Bids	Date:	13 th July, 2023 (Online)
	Time:	03.00 p.m.

Note:

1. This tender document is the property of StockHolding (STOCKHOLDING) & is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
3. StockHolding reserves the right to modify/ update activities/dates as per requirements of the process

2. DISCLAIMER

The information contained in this Request for Proposal (“RFP / Bid 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 (“StockHolding”), 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 neither an offer nor an invitation by StockHolding 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 them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. StockHolding makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. StockHolding may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

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

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

4. INTRODUCTION AND BACKGROUND

Stock Holding, was promoted by public financial institutions and incorporated as a public limited company on July 28, 1986. Stock Holding is a Government Organization, being a subsidiary of IFCI. Stock Holding, is one of the largest Depository Participants (DP) and also a premier Custodian in terms of assets under custody, provides post trading and custodial services to institutional investors, mutual funds, banks, insurance companies, etc. Stock Holding acts as a Central Record Keeping Agency (CRA) for collection of stamp duty in 24 States and Union Territories on PAN India basis. Stock Holding is one of the largest Professional Clearing Members of the country.

In Retail segment besides DP services, Stock Holding offers stock broking services through its wholly owned subsidiary Stock Holding Services Ltd. (SSL). Stock Holding 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 Stock Holding as one of the Agency Banks to distribute GOI Bonds in dematerialized form. Stock Holding also offers the Government of India Sovereign Gold Bonds. Stock Holding is a corporate agent registered with IRDAI for distribution of insurance (Life, Health & General) products.

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

4. PURPOSE OF APPOINTMENT

4.1 StockHolding invites applications from eligible Digital Marketing Agencies on Retainership Model. At StockHolding, this agency will work at the corporate level for enabling its Digital Marketing & Communication activities and initiatives.

4.2 The Digital Marketing Agency should be very reputed and highly regarded and recognized by the digital marketing fraternity in India. They shall be responsible for managing Stockholding's presence across all digital and social media channels including but not restricted to creatives asset creation, campaign, SEO, PR, online response management as per defined scope of work.

4.3 The Digital Marketing agency will be engaged on a retainership basis for period of 2 years with extension of 1 year on mutual terms, if the service provided by the agency is found satisfactory.

5. OBJECTIVES OF RFP

- To enhance StockHolding's image as a strong Services brand in the Digital space.
- To heighten awareness of StockHolding's Mission, Vision, Values, Business & Social Programs digitally.
- To reach out and engage our current and prospective customers / target audiences to build a strong community impact encompassing its Products & Services.
- To supplement the ground level business development efforts and conventional media promotional activities.
- To increase customer satisfaction and positive brand perception

6. SCOPE OF WORK & FUNCTIONAL REQUIREMENT

6.1 Social Media Management

- Implement comprehensive and integrated Social Media Content on all Digital platforms – Facebook, Twitter, LinkedIn, YouTube, in continuous coordination with StockHolding’s Marketing Team for building and expanding an engaged community base.
- Schedule weekly / monthly calendars for Facebook posts / Tweets with relevant creatives within tight timelines in consultation with StockHolding’s Marketing Team.
- Train staff in creative content, capacity building, developing effective reach and engagement campaigns.
- Host and conduct Live online Events.
- Agency to share their recommendation/ suggestions to improve further campaigns.

6.2 Design Creation for the Digital Marketing

Agency shall undertake designing, development and adaptation of creative in coordination of Stockholding’s Branding team for web banners, graphical ads, GIF, animations, infographics, html emailers as well as creative material for social media engagement activities such as quiz, contest, trivia etc.

Creative creation shall include:

- Ideation, Content and Design
- Static Creatives: 250 per year
- GIFs: 60 per year
- Videos (Animated/Infographic): 60 per year
- Tweets: 600 per year
- Web Banners: 240 and adaptation to 600 per year
- HTML Mailer: 240 per year

All Content and Creative will be created for Facebook and replicated across other social media channels (any new channels coming in future)

Creatives required from the agency during the tenure, similar format for creative to be shared along with the presentation. Digital creatives should be open for adaptation across channels Digital.

Rate Card also to be shared.

****Note: The Creative Applications like, Adobe Creative Suite, Corel Draw, any other tools used by the agency shall be a licensed one and cost shall be borne by the agency itself.***

6.3 Search Engine Optimization

- On-page optimization and Off-page optimization.
- Identify/suggest on best domain name, Titles, Headings and sub-headings. Creating strong meta & title tags
- Using effective search engine keywords in relevant places within website.
- Making changes in design, content and links as per requirements. Manage the overall content on the site.
- Suggest and deploy strategies that increase in-bound traffic.
- Achieve position in the first page of popular search engines.
- Stay up to date with the latest SEO news and methods such as Google's Algorithm.
- Add blog pages if required and submit articles to directories for getting back-links, also try new methods that can prove beneficial.
- Thoroughly monitor website performance and take necessary steps to improve traffic.
- Technical issues such as 404 Error, Duplicate Content, problems related to XML and HTML sitemap, broken links etc should be rectified.
- Write catchy outline and unique content to grab viewer's attention. Place them properly throughout the website and remove outdated ones.
- Provide periodic stats and analytical data to StockHolding on website's performance.
- Effectively collaborate with StockHolding's IT team responsible for website management.
- Submit monthly review of the work done on website and progress to be submitted. Reports should also include keyword rankings.
- Providing SEO related technical inputs to Stockholding's IT team such as Keywords, Meta tags, Description tags, Doctype declaration, Character encoding, URL structure, Robots.txt, Canonical link element, XML and HTML sitemaps, custom 404, Redirects, HTTP headers, HTML code, iFrame, etc. as prevailing market trends on real time basis

6.4 Online Response Management

- Ensure execution of all Online Media Monitoring, Online Media Opinion Management, Crisis Management and Stakeholder relationship building.
- Addressing comments/ queries posted on various Digital/ Social Media.
- Providing with dashboard access and detailed report on weekly/monthly basis.

6.5 Digital Press Release

- Ensure execution of all PR activities and increasing awareness for the brand on the Digital world.
- Providing extensive and regular coverage of StockHolding in the Domestic/ International media, BFSI based trade journals, e-newspapers and e-magazines whenever mandated.
- Getting the coverage on e-newspaper or other influential sites for any new launches or new engagement done by Stockholding.
- Providing detailed report for the PR activity on weekly/monthly basis.

6.5 Business Listings on Digital Platforms

- Adding new branches/offices on digital platforms like Google My Business/Bing or any such new channels coming in future.
- Modify/Changes on the content and contact details for all existing branch on regular basis.
- Verify addresses for new and current branch/offices with respect to the specific platforms.
- Delete/removing of any closed or shifted existing branch on all platforms.
- Any newer recommendations and sharing monthly reports on the active branches/offices, ratings and review status.

6.6 Efficiencies and control:

- Time shall be the essence for all the projects which would be done by the appointed agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.
- The agency will also be responsible to provide innovative ideas / concepts which can be executed as per requirements of StockHolding.
- Providing detailed analytics reports each month of all social media metrics/pages. To include YOY/MOM analysis, intuitive analysis dashboard and reports.

6.7 Improving the effectiveness of Digital eco system

Analyzing the existing digital eco system of StockHolding, finding the gaps (comparing with peer Finance companies), provide / recommend the solution to minimize the gaps and coordinate/help with IT team / vendors/ agencies to implement the suggestions. Recommend Tools / platforms for building the digital marketing automation, basis the already available systems with the Corporation.

7. BIDDER'S ELIGIBILITY CRITERIA

Reputed agencies meeting the following minimum criteria as on the date of RFP are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

1. The bidder should be a registered firm / company in MMR (Mumbai Metropolitan Region).
2. The Agency should be a full-service agency offering all Digital marketing & Creative services.
3. Minimum five years of experience in managing end-to-end Digital Marketing & Creative solutions.
4. Agencies should be currently managing Digital Marketing & Creative for at least 3 Indian BFSI brands.
5. The bidders should have at least 3 BFSI companies as clients, each having turnover equal to or greater than Rs. 300 crore since the past 3 years to whom similar services are provided .
6. Bidder should have executed similar nature of work for at least THREE works each costing not less than 40 Lakhs. OR TWO works of 50 lakhs OR ONE work of 80 Lakhs in each of the last three years with any BFSI
7. The Agency's minimum average Gross Annual Turnover for last 3 consecutive financial years i.e. F.Y 2020-21, 2021-22 and 2022-23 should be at least Rs. 4.75 crores from providing digital marketing and creative services only, with profit in each of the last 3 financial years as per the audited financial statement. Standalone Turnover of the company applying for the selection will only be reckoned, not of the Group Company or subsidiaries.
8. The bidder should not be blacklisted by any Central / State Govt. depts. /Public Sector Banks / Financial Institutions in India. They shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.
9. The bidder should have a minimum 7 member qualified team in Mumbai Metropolitan Region for execution of all activities as per "Scope of Work".
 - i. Account Manager-1 with similar experience 5 years
 - ii. Creative Manager-1 with similar experience 10 years
 - iii. Content Manager-1 with similar experience 3 years
 - iv. Social Media Manager-1 with similar experience 3 years
 - v. SEO Expert - 1 with similar experience 3 years
 - vi. HTML Developer- 1 with similar experience of 3 years
 - vii. ORM Executive - 1 with similar experience of 3 years
10. The bidder must be registered and shall furnish the GST Certificate, PAN Certificate & Income Tax Declaration.

However, StockHolding reserves the right to interpret the documents / proof of eligibility submitted by the bidders and may choose to accept / reject the proof of eligibility or may also call for further clarification with respect to any documents submitted by the bidder.

**** Important: Bidder should submit all supporting documents at the time of submitting technical bid, duly signed and stamped on their company's letter head.**

All the documents required to examine eligibility of the bidder should be serially numbered as Annexure to Eligibility no. 1 to 10 and submitted

DOCUMENTS TO BE SUBMITTED

Eligibility Criteria	Documents to be Submitted
Point 1	Registration Certificate / Certificate of Incorporation.
Point 2	The bidder should submit POs / Word Orders from their customer organizations, acknowledging their work in the above said manner.
Point 3	The bidder should submit letters & POs / Word Orders from their customer organizations, acknowledging their work.(Top 3 Clients)
Point 4	The bidder should submit letters & POs / Word Orders from their customer organizations, acknowledging their work.(Minimum 3 BFSI Clients)
Point 5	The Bidder should submit a Declaration from Authorized Signatory / Company Secretary / External Auditor to this effect.
Point 6	The bidder should submit POs / Word Orders from their customer organizations, acknowledging their work in the above said manner.
Point 7	The bidder should submit a certificate from a CA, supported by the audited financial statements of the past three FYs ie FY 20-21 , FY 21-22, FY 22-23.
Point 8	The Bidder should submit a Declaration from Authorized Signatory / Company Secretary / External Auditor to this effect.
Point 9	A letter from the Agency certifying the credentials of the team should be attached. CVs of the individuals alongwith their PF registration number are to be provided .
Point 10	Registration certificate should be attached.

8. EARNEST MONEY DEPOSIT (EMD)

The Bidder shall furnish, as part of its EMD , Rs. 5,00,000/- (Rupees Five Lakhs only) by way of demand draft or pay order from any scheduled commercial bank drawn in favor of “Stockholding Corporation of India Limited”, payable at Mumbai. The EMD shall be furnished in Indian Rupees (INR). The Demand Draft (DD) should be submitted at Center Point on or before last date for submission of BIDs.

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

The EMD shall not bear any interest.

The EMD shall be forfeited:

1. if a Bidder withdraws his bid during the bid validity period; or
2. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
3. if the Successful Bidder fails to sign the contract and or furnish performance security and other guarantee(s)/security in the form and manner to the satisfaction of STOCKHOLDING, as mentioned in the Bid Documents; or
4. In the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by StockHOLDING in case the Bid is accepted. Any decision in this regard by STOCKHOLDING shall be final, conclusive and binding on the Bidder.

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

9. DISCHARGE OF EMD

1. StockHolding shall promptly request the Successful Bidder to provide performance security / performance guarantee. EMD of such Bidder shall be discharged on signing of the Contract and upon furnishing the performance guarantee / security to the satisfaction of StockHolding.
2. The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 120 (one hundred and twenty) days from the last date of submission of bid.

10. PERIOD OF VALIDITY

1. Bids should be valid for 120 (One hundred and twenty) days from the last date of submission. A Bid valid for a shorter period may be rejected by StockHolding as non-responsive. Any decision in this regard by StockHolding shall be final, conclusive and binding on the Bidder.

2. In exceptional circumstances, StockHolding may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by StockHolding shall be final, conclusive and binding on the Bidder.

11. AMENDMENT OF BID DOCUMENT/RFP DOCUMENT

1. StockHolding reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring StockHolding to do the aforesaid.
2. At any time before the deadline for submission of Bids / offers, StockHolding may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP / Bid Document and all such modifications shall be binding on them.
3. If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, StockHolding at its sole discretion reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on StockHolding for the same. StockHolding's decision in this regard shall be final, conclusive and binding on all the Bidders.
4. Any attempt by the Bidders to visit or meet Top management officials of StockHolding in connection with or incidental to the Bid process, shall be construed by StockHolding as an unlawful attempt by the prospective Bidder, to influence the RFP/ Bid process and may invite disqualification from bidding.

12. STOCKHOLDING'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

13. ACCEPTANCE OF BID

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

14. EXECUTION OF DOCUMENTS

1. After StockHolding notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents within 15 business days of the acceptance of LOI / PO. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, or any other legal Document etc.
2. Payment of Stamp duty would be as per laws applicable in the State of Maharashtra.
3. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. StockHolding shall not be responsible or liable for reimbursing / compensating these costs and expenses.
4. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of StockHolding including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

15. PERFORMANCE BANK GUARANTEE

Successful Bidder shall, at its own expense, deposit with StockHolding, within 21 days on issuance of Purchase Order, a Performance Bank Guarantee (BG) of 5% of the Annual Contract Value from scheduled commercial banks. The Bank Guarantee shall be valid for a contract period with 3 months buffer i.e. contract period + 3 months with a claim period of additional six months from the date of expiry of Bank Guarantee. The Bank Guarantee draft shall be shared by the Corporation. Performance Bank Guarantee may be discharged/returned by StockHolding upon being satisfied that there has been due performance of obligations by the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

Stockholding reserves the right to invoke the BG in event of non-performance by the bidder/failure to complete its obligations under and in accordance with the Contract. Failure of the successful Bidder to comply with the requirement of the performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event StockHolding may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by StockHolding shall be final, conclusive and binding on the successful Bidder.

16. TERMINATION OF CONTRACT

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

17. DISPUTE RESOLUTION

1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
 - 1.1. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
 - 1.2. The matter will be referred for negotiation between Authorized Representative from Stockholding and Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 days.
2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
3. The Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
4. The provision under this section survives the contract.

18. GOVERNING LAW

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

19. JURISDICTION OF COURTS

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

20. FORCE MAJEURE : Neither StockHolding nor the bidder shall be responsible for any failure to fulfill any term or condition of the CONTRACT, if and to the extent that fulfillment 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 agreed 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.

21. 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-IV. The successful bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful bidder.

22. SUB-CONTRACTING : No Sub-Contracting is allowed for this RFP but services can be taken from other service providers

23. 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.

24. TAXES & LEVIES : Applicable taxes payable are at actual and as per the prevailing rate of Government notification. Applicable deduction if any, may / will be recovered (deducted) from the payment(s)

25. Procedure for Submission of Application for Technical Bid and Financial Bid (Online):

- a) Technical and financial bids to be submitted online as per the schedule mentioned in the control sheet (Page no).
- b) The Bids/documents are to be submitted Online at <https://StockHolding.auctiontiger.net>
- c) Technical and other non-commercial queries (not impacting price) can be routed to the respective e-mail id indicated in the control sheet (rfpmarketing@stockholding.com).
- d) Online bids submission related queries could be addressed to M/s. e-Procurement Technologies Ltd. personnel indicated in the document.
- e) M/s. e-Procurement Technologies Ltd. responsibility is limited to technical assistance of bid event. Finalization of bidding process and selection of Bidder would be directly between Bidders and StockHolding.
- f) The Bids submitted by telegram/Fax/Email shall not be considered and is liable to be rejected. No correspondence will be entertained in this matter.
- g) The Bidder is requested to submit its application prior to last date and time of submission to avoid any inability due to telephone line glitch, internet response issues, software or hardware hands will not be the responsibility of M/s. e-Procurement Technologies Ltd or of StockHolding. However, M/s. e-Procurement Technologies Ltd. shall make every effort to ensure availability of technology resources to enable submission of application.
- h) All uploaded documents copies need to be self-attested.
- i) StockHolding will consider only such applications that satisfy the eligibility criteria.
- j) The **Bidder need to have Minimum** Requirement for submission of tender:
 - i. Computer / Laptop with internet connection
 - ii. Operating system – Window XP Service Pack -3 / VISTA / WINDOWS 7
 - iii. Digital Certificate – Class II or III, Signing + Encryption and it should be organizational certificate
- k) The Bidder shall submit the Technical and Financial Bid online on website <https://StockHolding.auctiontiger.net>. For any issues / clarifications, the Bidder may contact the below numbers.

Khushboo Mehta:- 9510813528, khushboo.mehta@eptl.in

Nandan Valera:- 9081000427, nandan.v@eptl.in

Pooja Shah:- 9328931942, Pooja.shah@eptl.in

Call: +91 9904406300 | +91 9510812960 | +91 9265562821 | +91 6354919566

e-mail: support@auctiontiger.net

- l) The bidders are required to upload all the documents in Portable Document Format (.pdf).

- m) Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all relevant details.
- n) The auction tiger's server time shall be the time stamp for the submission of the bids on the system and the said time stamp shall be final. The bidders are advised not to wait till the last minute or last few seconds to enter their bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- o) After opening of Technical Bids, all eligible bidders who have cleared the technical evaluation will be required to make a presentation to the evaluation committee. Date of the presentation will be intimated through email/ telephone. Please refer the control sheet).
- p) The shortlisted bidders shall submit their Financial Bids online on website <https://StockHolding.auctiontiger.net>. Last Date and time for submission of Bids (Financial) online can be referred in the control sheet as well as website of StockHolding.
- q) The Financial Bids once made, cannot be cancelled and withdrawn, however, can be modified till the last date and timing of submission of tender and the bidder shall be bound by the same.
- r) The shortlisted bidder shall quote rates for all the variables mentioned in the Financial Bid.
- s) The shortlisted bidder is required to check the prices / amount carefully before uploading financial Bid.
- t) The prices quoted in the Financial Bid should be inclusive of all charges except applicable taxes.
- u) The Financial Bid shall be unconditional and any conditional/incomplete Financial Bids shall not be accepted.
- v) Upon the successful and timely submission of bids, the portal will give a successful bid submission message which will be displayed with date and time.

26. POWER OF ATTORNEY

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

27. BIDDING PROCESS - Evaluation

The process of evaluation is detailed hereunder:

1. All the bids (applications) will be evaluated based on “Eligibility Criteria”. Stockholding will short-list those Agencies which are satisfying the eligibility criteria in all respects.
2. The Corporation shall constitute an Evaluation Committee (EC), to carry out the evaluation process. The bidder has to upload all the documents in the ‘Documents to be submitted’ column failing which the Bidder will not be qualified for Technical Evaluation.
3. The authorized representatives of StockHolding will open the Technical Bids.
4. Technical proposals will be evaluated based on the mentioned criteria. The bidder will have to provide necessary documentary evidence for mentioned criteria along with Bid document failing which bidder will be awarded **Nil** mark for criteria where no documentary evidence are provided with the bid document.
5. Besides this, STOCKHOLDING reserves the right to verify the document so submitted from those Institutes/organizations who have issued such certificates. During evaluation of this RFP, StockHolding, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.
6. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
7. The bidder must produce the original documents as and when required towards the eligibility/qualifying criteria on the date of opening of tender for verification. Besides this, StockHolding reserves the right to verify the document so submitted from those Institutes/organizations who have issued such certificates.

27.1 TECHNICAL EVALUATION CRITERIA

The Agencies which fulfil the eligibility criteria will qualify for the technical evaluation stage. In this stage, the Agencies will be evaluated as per parameters defined in (Stage A). They will also be required to make a presentation (Stage B) to the Evaluation Committee Members on their capabilities, experiences, etc. and showcase their work done for other clients. This presentation will include a strategy suggestion for StockHolding, outlining the Agency’s understanding of the Company.

Sr. No.	STAGE A			
1	Years of Agency Experience in Digital Marketing as per the scope (10 Marks)			
	5 years	>5 years - 7 years	8 years - 10 years	>10 years
	3	4	7	10
2	Having BFSI Client List with Digital Marketing as per Scope of Work (10 Marks)			
	3 Clients	4 - 5 Clients	6 - 7 Clients	>7 Clients
	4	6	8	10
3	The bidders should have at least 3 BFSI companies as clients every year, each having turnover equal to or greater than Rs. 300 crore to whom similar services are provided in the last 3 Financial Years (10 Marks)			
	3 Clients	4 - 5 Clients	6 - 7 Clients	>7 Clients
	4	6	8	10
4	Total number of Contracts of similar nature each costing not less than Rs. 40 Lakhs over last 3 Financial Years (10 Marks)			
	1-3 Contracts	4-5 Contracts	6-8 Contracts	>8 Contracts
	3	5	8	10
5	Average Gross Annual Turnover for the last 3 consecutive Financial Years i.e. F.Y 2020-21, 2021-22 and 2022-23 - (20 Marks)			
	INR 4.75 Crore	>INR 4.75 Crore – INR 10 Crore	>INR 10 Crore – INR 15 Crore	> INR 15 Crore
	8	12	16	20
6	Awards and Recognition to the Agency in the last 5 Financial Years –(10 Marks)			
	2 Awards/ Recognition	3 Awards/ Recognition	4-5 Awards/ Recognition	>5 Awards/Recognition
	4	6	8	10
Total (A)			70	

27.2

TECHNICAL EVALUATION - PRESENTATION

		Stage- B		
	Strategy Presentation for Stockholding on Digital Marketing	<ul style="list-style-type: none"> ➤ Strategic Thinking Innovations executed, if any, Please specify by giving details. Understanding of Present Position / Perception about Stockholding in the digital space. Presentation of sample campaigns including action plan / strategy, communication concept proposed for Stockholding, ➤ Leveraging digital marketing channels/platforms for the below products / services : <ul style="list-style-type: none"> • (Mobile app) • Stockholding Website • Stockholding Whatsapp 	30	Evaluation by the Committee
		Total (B)	30	
GRAND TOTAL (A+B)		100		

The Agency needs to achieve a cut - off score of 70 (i.e. 70% of Total Technical Marks = Minimum 70 Marks) in this evaluation stage to be qualified for commercial bid opening. Only those Agencies who achieve the specified cut - off Technical Evaluation scores would be short-listed for Commercial Bid Evaluation and will be called "Qualified Agencies".

These “Qualified Agencies” will be considered further for “Techno-Commercial Evaluation”. The evaluation score given to these agencies will be taken for further consideration. Selection of the Agency will be based on the aggregate scores of the Technical Evaluation and Financial Evaluation. **The weightage of Technical evaluation is 70% and for Financial evaluation is 30%.**

28. Commercial Bid:

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

Commercial proposal (excluding GST) should be uploaded on e-procurement system and the bidder should give all the relevant price information. No information should be kept blank. The bidder shall be required to furnish GST details along with their tender. Further, they shall be required to comply with the GST requirements.

The commercial proposals of short listed bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete ie either for not providing the quote or for all the required services, it shall be then presumed that the services shall be provided without any additional cost to StockHolding. StockHolding may, however, in its absolute discretion disqualify the bidder whose commercial quote is found to be incomplete. All related applications and deployment cost which are a part of the bidders proposed solution architecture will be under the ownership of the bidder and the cost of the same should be factored in the commercial bid.

For each of the shortlisted bidder of Technical Evaluation, a Normalized Financial Score out of 30 would be calculated by the Evaluation Committee. The methodology for calculation of Normalized Commercial Score is given below:

30% Weightage will be given to commercial bid of technically qualified bidders during Techno-commercial evaluation.

29. Stage C

TECHNO – COMMERCIAL EVALUATION

Technical score (70% weightage) + Commercial score (30% weightage) will be arrived and combined together to arrive at a successful bidder.

The Techno- Commercial Evaluation will take into consideration, the Score obtained in the Technical Evaluation as well as the Price bid quoted in the Commercial bid

Weightage for Technical Evaluation is 70% and for weightage for Commercial bid is 30%.

A “Score” will be calculated for all “Qualified Agencies” using formula, given below:

“Score” = $(L1/C)*30 + (T/HT)*70$ Where:

L1 = Lowest “amount” among the qualified Agencies. (at least 70% on technical evaluation)

C = Amount quoted by bidding Agency

T = Technical Evaluation Score of each Agency.

H1 = Highest Technical Evaluation Score among the “Qualified Agencies”

Example:

Bidders	1	2	3
Total Technical Score (T)	70	88	80
		H1	
Financial Bid in Rs. (C)	35	30	25
			L1
Score	$(L1/C)*30+ (T/H1)*70$		
Final Score (H1)	77.11	95	93.636

Bidder with the Highest Score (H1) will be the final bidder; in the above example Bidder 2 is the Final bidder.

The successful bidder, H1 (as per techno-commercial evaluation) must produce the original documents on demand.

Price Negotiation:

StockHolding shall reserve the right to negotiate with the Bidder(s) whose proposal has been ranked best in terms of the composite score evaluation for the proposed Project under the following conditions:

- a) The score till three places of decimal will be considered for comparing
- b) In case of tie in the score between more than one bidders, the bidder securing highest score in the Technical evaluation shall be considered.
- c) In case the bidder securing the highest score in the evaluation is not in a position to accept and execute the contract, then the purchaser may negotiate with the next bidder securing the next highest Score (i.e H2, H3 and in that order).
- d) On this basis, the final contract agreement would be firmed up for award & signing.

Note:

- i). StockHolding reserves the right to rescind, amend alter or nullify the allor any bid at its sole discretion.
- ii). StockHolding reserves the right to accept even if a single bid is received which adheres to the minimum eligibility criteria and the bidding process would be deemed as complete.

30. Acceptance of Bid

This RFP should not be construed as an agreement to avail the services. StockHolding is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria.

31. Rejection of Bid

StockHolding reserves the right to reject the Bid if,

- The Bid is incomplete as per the RFP requirements
- Any condition stated by the Bidder is not acceptable to StockHolding
- If the RFP and any of the terms and conditions stipulated in this document are not accepted by the Bidder
- Required information is not submitted as per the format given
- Any information submitted by the Bidder is found to be untrue / fake / false
- The Bidder does not provide, within the time specified by StockHolding, the supplementary information / clarification sought by StockHolding for reevaluation of the Bid.

StockHolding shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. StockHolding may abort the entire process at any stage, thereby without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for its action.

Proposals received after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected

StockHolding reserves the right to modify or terminate this RFP at any time prior to the execution of a definitive contract. StockHolding may also reject any and all bids without providing reason or justification for such rejection or to not award a contract as a result of this RFP.

StockHolding shall be under no obligation to accept the lowest or any other offer received in response to this RFP. StockHolding further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a vendor. When

StockHolding makes any such rejection, StockHolding will not be bound to give any reason and/or justification in this regard to the vendor.

32. Payment Terms:

Payment for this assignment would be made as under:

- Should have fixed annual Fee (Retainership cost) to be paid monthly at the end of the month.
- For Financial Evaluation, the total fee for one year (excluding GST) will be considered. This Fixed Annual Fee should include costs/expenses of the Agency for undertaking work as detailed in the Scope of Work
- The contractor shall permit StockHolding to hold or deduct the amount from bill for non-performance or part performance or failure to discharge obligations under this contract.
- GST, if any shall be reimbursed by StockHolding on submission of proof of payments along with monthly bills.

In case GST is not paid by the bidder, StockHolding will recover the same from the next bill or any other works carried out by the bidder.

Schedule 1

Covering Letter for Proposal submission

(To be submitted on Company Letter head)

To,
Marketing & Branding Dept
Stock Holding Corporation of India Ltd.
Center Point, Unit No - 301, 3rd Floor,
Dr. B. Ambedkar Road, Parel,
Mumbai – 400012

Dear Sir ,

Sub: RFP for *Execution of Digital Marketing & Creative.*

- We, the undersigned are duly authorized to represent and act on behalf of [insert] (“**Bidder**”) in terms of the enclosed Board resolution.
 - Having reviewed and fully understood all information provided in the RFP Document dated (*Insert*) issued by StockHolding, we [**Bidder Name**] are hereby submitting our Bid.
 - Our Bid is unconditional, valid and open for acceptance by StockHolding until 180 days from the last date of submission of the RFP.
 - We undertake that we shall make available to StockHolding any additional information /clarification it may find necessary or require to supplement or authenticate the Bid.
 - We hereby agree, undertake and declare as under:
 - In the event that StockHolding discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid.
 - We undertake that in case there is any change in facts or circumstances during the Bidding process, and we are being disqualified in terms of the RFP, we shall intimate StockHolding of the same immediately.
 - We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any bidding process in the past five years.
- We confirm that StockHolding and its authorised representatives are hereby authorized to conduct any inquiry or investigation to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from our advisors and clients regarding any financial and technical aspects.

-We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Stock Holding in connection with the selection of the Bidder or in connection with the Bidding process, in respect of the above mentioned Proposed Tie-up and the terms and implementation thereof.

-We understand that:

- All information submitted under this Bid shall remain binding upon us.
- Stock Holding may in their absolute discretion reject or accept any Bid or cancel the Bidding Process.
- Stock Holding has the right to reject our Bid without assigning any reason
- Stock Holding is not bound to accept any Bid that it may receive pursuant to the RFP.

-We acknowledge that Stock Holding will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders and we declare that all statements made by us and all the information pursuant to this letter are complete, true and accurate to the best of our knowledge and belief.

-We hereby unconditionally undertake and commit to comply with the timelines as specified in terms of the RFP or as extended by Stock Holding from time to time at its sole discretion.

-This Bid shall be governed by and construed in all respects according to the laws of India. Courts in Mumbai, shall have exclusive jurisdiction in relation to any dispute arising from the RFP, this Bid and the Bid process.

We confirm that we are complying with all requisite regulatory guidelines.

Signature of the Authorized
Person

Name of the Authorized Person

Name of the Bidder

Company rubber stamp/seal

Date :

Place :

Schedule 2

COMMERCIAL BID FORMAT

(On the letterhead of the bidder to be uploaded online at <https://StockHolding.auctiontiger.net>)

PROFORMA FOR FINANCIAL BID

We have gone through the details of the tender, obtained necessary clarifications to understand the total scope of work after having discussions with StockHolding officials. We hereby give our offer to the entire satisfaction of StockHolding, in response the tender.

Details	Amount in Rupees
<ul style="list-style-type: none">Annual retainer fee for the activity as mentioned in Scope of Work	
<ul style="list-style-type: none">GST	
<ul style="list-style-type: none">Total Amount	

Note:

1. Retainership fee will cover all items mentioned in the scope of work
2. For Financial Evaluation, the total fee for one year (excluding GST) will be considered.
3. Any items outside the scope of work which will be asked for from the selected agency will be paid on actuals, supported by invoice from third party.
4. Bidder has to quote for the above, incase no rate is filled; StockHolding reserves the right to reject the Commercial Bid.
5. The Financial Bid will be opened only for the Bidders who have scored 70 or more marks in the Technical evaluation-1.
6. Technical score (70% weightage) + Commercial score (30% weightage) will be arrived at and combined to arrive at the successful bidder.

The Techno-Commercial Evaluation will take into consideration the Score obtained in the Technical Evaluation as well as the Price bid quoted in the Commercial bid . Mere quoting of low rate alone will not confer any right to any bidder/s seeking acceptance. If the Corporation decides the rate as unreasonable / unworkable, the service provider will be asked to provide justification as to how it will be able to fulfill its obligations with the quoted rate. If the corporation decides that the justification is not workable enough w.r.t quality and effective execution of the contract, the bid will be rejected. The decision of the Corporation in this regard will be final and no further correspondence will be entertained.

In case the H1 bidder doesn't accept the offer or accepts the offer and doesn't proceed with the agreement within 21 days, the offer to the H1 bidder will stand terminated. The Corporation may negotiate with the H2 bidder. Likewise, if the H2 bidder doesn't accept the offer or accepts the order and doesn't proceed with the agreement within 21 days, the offer to the H2 bidder will stand terminated.

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Schedule 3

Details of the Bidder / Agency Profile

(To be submitted on Company Letter head)

<p>Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.</p> <p>Vendor Profile</p>				
S.No	Parameters	Details furnished by the bidder		Details of proof submitted
1.	Name of the firm/Company			
2.	Date of Incorporation			
3.	Names of the Partners/Directors			
	Address			
	Head Office			
4.	Contact person			
	a) Name			
	b) Telephone number			
	c) E-mail ID.			
5.	Financial parameters of vendor			
	Business Results	Turn over	Profit	
	FY 22 – ‘ 23			
	FY ’21 – ‘22			
	FY ’20 – ‘21			
	<p>(Only company figures need to be mentioned. Please do not include group figures) (Mention the above amount in INR only) (Please attach Audited Balance sheet & Profit & Loss statements for all the past three financial years)</p>			
6.	Details of the similar assignments executed by the bidder (vendor)			

Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate *StockHolding* to verify the correctness of the information.

Place:

Date:

Signature of authorized official, designation and Company stamp

Schedule 4

(On the letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE: NO OVERDUES TO WHOMSOEVER IT MAY CONCERN

This is certifying that this Agency has no overdue owing to any Agency/Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority or any other organization.

This is also certified that our Agency has not been blacklisted by any Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporate/any regulatory authority anytime during the last three years.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in enclosure attached to the bid/proposal, which may have an impact affecting or compromising the delivery of services required.

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Schedule 5
Certificate of Registrations

Sr. No.	Registration for	Registration No	Date of Registration
1	PAN		
2	TAN		
3	GST		

(On Agency's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is certify that this Agency has given above statutory registrations, photocopyof which are annexed hereto.

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Schedule 6
[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]
CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s.
having its Registered Officehad
achieved the following level of Turnover & Net profits in respect for the
Financial Years mentioned hereunder:

(INR In Crores)

Particulars	2020-21	2021-22	2022-23
Turnover			
Net profit			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditor/Chartered
Accountant

Name:

Seal

Place :

Date :

Schedule 7

(On the letterhead of the Agency duly stamped and signed)

SN	Other party to litigation	Case no & Court	Status of bidder in litigation (Applicant / Respondent)	Briefs of litigation
1				
2				
3				
4				

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Form – 1

(On the letterhead of the Agency duly stamped and signed)

List of Clients of the agency

S. No.	Name of Client	Sector of client	Since year (in chronological order starting with latest first)
1			
2			
3			

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Form – 2

(On the letterhead of the Agency duly stamped and signed)

Declaration Certificate

TO WHOMSOEVER IT MAY CONCERN

This is also certified that our Agency has _____ Years of experience in managing digital marketing & creatives

Further, this is to certify that our Agency has _____ Years of experience in Online Reputation Management (ORM).

Enclosures are attached to support the above stated experiences.

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Form – 3

Integrity Pact

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

(_____ **Name of the Department / Office**) **Tender**
No. _____ **for** _____

(Each Tender must have Distinct Number and Subject Matter)

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

And

M/s. _____
_____ (with complete
address and contact details) represented by Shri
_____ (i.e. Vendors / 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 process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

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

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

NOW THEREFORE,

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

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

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

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

I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
 - b) The Principal/Owner will, during the Tender Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender 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 Process or the Contract execution.
- c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past been of biased nature.
 2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / StockHolding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / StockHolding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal / StockHolding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding.

4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract .
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the 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.
7. The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at **Annexure I**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure II**.
8. The Bidder / Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of StockHolding /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder 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.

12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the 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 / 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.
15. The term `relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / StockHolding
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / StockHolding is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender 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.

2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding 's s absolute right to resort to and impose such exclusion.
3. 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.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ 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:-

1. Forfeiture of EMD / Security Deposit : If the Principal / StockHolding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / 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.
2. 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.

IV. Equal Treatment of all Bidders/Contractors / Subcontractors / Counter Parties

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.
2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. 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 or violate its provisions at any stage of the Tender process, from the Tender process.

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding 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.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / 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 or any of his Sub-Contractor's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tenders having value of 5 crore or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner / Stockholding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, StockHolding. within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding . has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer .
8. The word `IEM' would include both singular and plural.

VII. Duration of the Integrity Pact (IP)

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / 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. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Stockholding / Principal / Owner who has floated the Tender.
2. Changes and supplements in any Procurement / Services Contract / Tender need to be made in writing. Change and supplement in IP need to be made in writing.

3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / StockHolding in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

IX. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Principal / Owner / StockHolding

(For and on behalf of 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.

Annexure-I

**Covering Letter with each tender (above Rs. 1.00 lakh or more) on
StockHolding's . Letterhead**

(For Tenders issued by StockHolding Ltd. directly)

Ref : StockHolding /

Dated:

To,

Sub : Tender no. _____ for _____

Dear Sir

Declaration

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

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tenderer / bidder will stand disqualified from the tendering 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.
(Authorized Signatory)**

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

Annexure-II

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

Ref : StockHolding/

Dated:

To,

Sub: Tender no. _____ for _____

Dear Sir

Declaration

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

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tenderer /bidder will stand disqualified from the tendering 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 StockHolding

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

(Authorized Signatory of the Consultant)

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