![StockHolding logo — We look after everything]

REQUEST FOR PROPOSAL FOR
EMPANELMENT OF SERVICE PROVIDERS FOR AVAILAING
MANPOWER IN SOFTWARE DEVELOPMENT AND
PRODUCTION SUPPORT
FOR STOCK HOLDING CORPORATION OF INDIA LIMITED

RFP REFERENCE NUMBER: IT-10/2021-22

DATE: OCTOBER 13, 2021

Email: 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 *(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 not an offer or 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 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. *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.

STOCK HOLDING CORPORATION OF INDIA LIMITED
Regd. Office: 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400 012
Phone - +91-22-6177 9400-09
Contact Office for the Purpose of this RFP : SHCIL House, Plot No. P-51, T.T.C. Industrial Area, M.I.D.C., Mahape, Kalyan-Shil Road, Navi Mumbai, PIN 400710.

CRITICAL DATA SHEET

Sr. No.	Description	
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	IT-10/2021-22
3	Requirement	Request for proposal (RFP) for appointment of Service Providers for availing Manpower in Software Development and Production Support for IT Automation Department of Stock Holding Corporation of India Limited
4	Email Id for queries up to Pre-Bid Meet	PRIT@stockholding.com
5	Date of Issue of RFP Document	October 13, 2021
6	Last date and time for submission of bidder queries (by email)	October 18 , 2021 4:00 PM
7	Date, Time and place for online Pre-bid meeting	October 20, 2021, 02.00 PM (To participate please send your request to prit@stockholding.com on or before October 17, 2PM)
8	Last Date for Submission of Online Bid (Technical and Commercial)	November 3, 2021 before 5.00 PM
9	Date of opening online technical bid	November 8 2021 04:30 PM (To participate please send your request to prit@stockholding.com on or before Nov 2, 2PM)
10	Date of opening of online Commercial bid	November 16 2021 11:30 AM (Request will be sent to all bidders who participated in technical bid opening)
11	Address for online submission of commercial bids	Bid must be submitted online at https://stockholding.auctiontiger.net
12	Contact Details of M/s. e-Procurement Technologies Ltd. (ETL), Ahmedabad	Call : +91 9904406300 | +91 9510812960 | +91 9265562821 | +91 6354919566 e-mail: support@auctiontiger.net

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

Contents

Glossary

Abbreviation	Description
StockHolding, Company	Stock Holding Corporation of India Limited
Bidder/s	Refers to the parties participating in the supply, service, implementation and manage the solution as per StockHolding RFP
UAT	User Acceptance Testing
Personnel/ Resources	Professionals and support staff provided by the Bidder
Project	The Bidders' delivery of the services and deliverables over the tenure of the contract
RCA	Root Cause Analysis
RFP	Request for Proposal
SDLC	Software Development Life Cycle
ST	Systems Testing including testing of Business Scenarios, Integration and reports
UT	Unit Testing
Service provider	The bidder(s) awarded a contract resulting from this RFP.
Contract	The agreement formed between Company and the service provider as evidenced by an Agreement issued to the Company.
Contract document	The agreement, the service provider's proposal document, the RFP and such other documents as listed in the agreement, including all amendments or an addenda agreed between parties.
Must, Mandatory or Required	An absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation.
De-identification	Process of removing from data any information from electronic media that identifies a particular individual
RFP -.	Request for proposal including any amendments, attachments, and/or clarifications pertaining to RFP that may be issued prior to the closing date
Should, May or is desirable	Desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated favourably than those who cannot.
Candidate, IT Consultant	Employee of the Empanelled Bidder(s)
SE-1, SE-2	Software Engineer

1. Introduction

1.1 Overview – About Stock Holding 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 also launched GoldRush, a Gold Accumulation Plan which enables customers to buy and accumulate pure gold in a fair and transparent manner.

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

1.2 Background

As part of its Stockholding's IT initiatives, the company has already deployed various IT applications / products like Post Trading System, FAR, Corporate Accounts, SLB's, PMS, SCS, Data Bank, Treasury account, ISA, SIM and Payroll etc. In addition to these, the Company is continually developing and deploying suitable technology solutions as part of several new projects on an on-going basis depending upon the needs of the business.

To provide suitable and appropriate Manpower services for the existing as well as the future IT initiatives, StockHolding intends to select one or more reputed institutions / Professional firms / Companies, as Empanelled Bidders for Supply of Manpower Services in Software Application Development and Production Support through staff augmentation on Time & Material (T&M) basis.

1.3 Objective

StockHolding aims at adopting a the purpose of this RFP is to inform potential Bidders/ reputed Institutions / Professional Firms, to assist Company by providing Manpower Services for Software Development and Production Support for StockHolding's IT Automation Department as per the Scope given in Section 3, and thereby solicit proposals for the asked deployment. Based upon the review and evaluation of proposals offered in response to this RFP, Company may at its sole discretion negotiate and enter into contracts with three (3) successful Bidders for contract duration of 3 years.

Not with standing 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 Company's decision to award a contractual relationship. Company reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. Company 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. Terms of the RFP

2.1 Submission of Proposal

The response to this RFP will be submitted by way of two stage bidding process. The technical 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 *StockHolding* for e-bidding on the website (https://stockholding.auctiontiger.net). The bidder will be trained by e-Procurement Technologies Ltd. for this purpose, and the bidder will have to abide by the e-business rules in consultation with e-Procurement Technologies Ltd.

The bidder will have to upload the duly signed and scanned RFP submission with relevant document(s) along with technical and commercial bids (**Annexure – 1 and 2**). All Annexure Forms will have to be filled and submitted online. The Technical Bid along with Commercial Bids with relative documents must be submitted online.

The online Bids (Technical and Commercial) should be uploaded as per the critical data sheet of this RFP by the due date and time. The responsibility to ensure this lies with the Bidder. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of Bid documents. Bids sent by fax or e-mail will not be considered.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authorities 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**.

2.2 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 the 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 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 may obtain clarification for their queries on this RFP via email to PRIT@stockholding.com. A pre-bid discussion would be held by the interested bidders to clarify the queries raised.
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 initiative or in response to a clarification requested by bidders, modify this RFP Document.
6. Sub-Contracting-The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall not be any sub-contracting done by the Bidder.
7. 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.
8. *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*.
9. 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.

2.4 Communication channels for RFP enquires 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.

2.5 Company's Obligations

The submission and receipt of proposals does not obligate Company in any way. Company shall not be liable for any costs incurred by Bidders in the preparation, presentation or any other aspect of the proposals received by reason of this request, nor is Company obligated to negotiate separately with any sources whatsoever in any manner necessary to serve Bidder's best interests. Company makes no representation, implied or express, that it will accept and approve any proposal submitted. Any and all Contracts which result from this RFP shall be non-exclusive, as-ordered agreements.

3. Requirements

3.1 RFP Context

This Request for Proposal (hereinafter referred to as "RFP") document encompassing Annexure, and subsequent Addendum and/or Corrigendum, has been issued solely to enable StockHolding to deploy Manpower Services for Software development and Production Support Activities which includes requirement gathering, implementation, configuration, integration with other applications (Internal & external), training, roll out, post go live support.

Bidding Process activities: The Bidding Process in the RFP will include the following steps:

- Issue of RFP document
- Receipt of queries from Bidders and clarification thereto
- Circulation of pre-bid response to all Bidders
- Posting of pre-bid responses on Stockholding's website
- Submission of RFP response by Bidders
- Evaluation of Bidders response
- Announcement of finalized Bidders
- Empanelment and Onboarding of the finalized Bidders

3.2 Resource Requirements

1. StockHolding intends to add approximately 30-50 IT Consultants through the Time & Material Model in due course of time.
2. The above count is across the Skillsets as mentioned in Section 3.5
3. StockHolding would like to on-board atleast 50% of the below skillsets within the next 6 months of signing the contract with the selected bidder(s)
4. StockHolding reserves the right to alter the count (increase/decrease) of IT Consultants and minimum onboarding mentioned in Point 1 and Point 3 respectively based on business requirements. StockHolding is not obliged to provide reasons for the alteration in the count of required IT Consultants whatsoever.
5. Resource Requirements priority for onboarding will be as follows –
   5.1. Oracle Forms and Reports
   5.2. Java and .Net
   5.3. Business Analysts
   5.4. Other Skillsets

3.3 Scope of Work

1. Support in the area of software development and testing at Onsite Location (Mahape, Navi Mumbai) through staff augmentation model.
2. Requirement/ Impact Analysis
3. Perform Coding as per SHCIL standards and best practices
4. Perform Unit testing and System Integration Testing
5. Perform Production Support and Maintenance Activities
6. Code Deployment and Migration
7. Maintain Code Repository
8. Follow all phases of SDLC
9. Prepare Documentation such as system documentation, requirement documentation, requirement traceability matrix, test case documentation etc.
10. Defect Retesting and Bug Fixing
11. Discuss with users for any system clarification
12. Support in UAT and User Training
13. Issue handling and support
14. Conduct RCA

3.4 Expected timelines for onboarding resources

1. SHCIL will release the requirements to all selected bidders depending on the business requirements.
2. Bidder(s) will have to share the profiles of the proposed Consultants
3. Shortlisted candidates will be interviewed and selected by Company's selection panel.
4. Candidates selected by the Company team will be onboarded to the project. StockHolding will raise the PO and the Consultant should be onboarded within 1-2 weeks of issuing the PO.

3.5 Competency & Experience Details

Following is the requirement of Consultant experience as per the role:

SR. NO.	Roles	Minimum Experience (in Years)	Maximum Experience (in Years)
1	Developer	2 years	5 years
2	Senior Developer	5 years	N.A.

3.6 Technology Skillsets

Technology skillsets of the IT Consultants are bracketed into 2 buckets i.e.

Technologies Involved
Oracle Forms + PLSQL Developer
Java
Dot Net (.Net)
UI/UX Developer
API Developer
JIRA Admin
Business Analyst
Business Intelligence (BI) Developer
ETL Developer
Project Manager

3.7 Job Description of Key Skillsets

Position	Job Description
Oracle Forms + PLSQL Developer	• Strong in ORACLE SQL , PL/SQL, Forms/Reports development • Write clear codes and prepare coding documentation and system testing. • Develop Procedures, Functions, Packages, Triggers, Sequence Creation and Handling exceptions. • Develop ORACLE Forms and reports, UNIX shell scripts, understanding of Web Architecture, Oracle Fusion Middleware • Modify existing codes to optimize ORACLE applications. • Reading / Writing files using UTL_FILE, SQL tuning. • Provide support to all system interfaces. • Proficient in coding database backend functions, procedures, triggers, packages etc.
Java	• Should have sound knowledge of Java technologies • Strong in Java , EJB, Servlets , JSP and Springs • Good knowledge of SOAP and Restful Web services • Working experience on Tomcat , Glassfish or any other J2EE container • Working experience on prominent Java frameworks – Spring/EJB/Hibernate/JPA • Sound knowledge of HTML5 , CSS3

	• Working experience in Javascript , Ajax and JQuery • Good knowledge of Linux/Unix • Prior experience working on API interface • Hands-on exposure of SQL and PL/SQL
Dot Net (.Net)	• Should have sound knowledge of .NET technologies • Strong in ASP.Net MVC and Entity Framework • Sound knowledge of HTML5 , CSS3 • Good knowledge of SOAP , Restful Web services • Prior experience working on API Interface • Hands-on exposure of SQL and PL/SQL
UI/UX Developer	• Strong experience in UI/UX Design & 1 year in product design. • Hands on experience in HTML5, CSS3, Typescript and Angular • Must have more than 1 year in frameworks/libraries (preferably Angular). • Solid knowledge in web design, web APIs • Strong in JavaScript and related Libraries • Good understanding in HTTP, Web Socket protocols and REST architecture. • Good understanding in performance optimization, security and accessibility of web applications. • Going deep into the product function. • Wire-framing full-fledged designing • Employ design concepts into functional prototypes • Modify and revise existing designs to meet customer expectations
API Developer	• Strong application design and implementation skills, solid understanding of entire development cycle. Strong background in Java/J2EE/Microservices based application. • In depth knowledge in Spring/Spring-boot/ORM. • Working experience in JavaScript/Angular. • Experience developing high concurrency, high performance applications that are database-intensive and have interactive, browser-based clients. • Understanding of web-based SOA architecture implementation experience is useful. • Experience in Container Technology: Docker, Kubernetes • Expertise in Developer Portal Configuration, including stylesheets, Interactive API Documentation would be preferred • API designing and documentation with swagger tool or Graph QL will be preferred
JIRA Admin	• Experience in Jira Tools, Atlassian Support, Onboarding, and Configuration • Provide level 2 - 4 administrative support for Jira, JSM and git hub • Work with the user community to troubleshoot and resolve issues Jira, JSM and git hub • Recommend and implement best practices in Jira and JSM • Provide hands on support to integrate Jira and JSM • Support system architecture of upstream and downstream impacts when implementing • Experience in Git/GitHub and Coordinate with the Atlassian Support and GitHub team for issues. • Create and curate knowledge-base articles and documentation to help users help themselves • Create and maintain technical documentation and user-guides • Custom fields and field configurations • Permissions and notifications • Evaluations & Implementation of add-ons/plugins as needed • Design agile process , standard and guidelines • Facilitate Agile transformation • PreMigration environment setup and configuration if required • Test migration facilitation and execution • Production migration and testing

	• Devise and manage detailed project plans • Devise and manage UAT, Risk, communication plans • Coordination with required stakeholders and SMEs
Business Analyst	• Experience in BFSI domain for designing, prototyping, and delivering applications and solutions • Collaborate with development, IT and business teams developing solution architecture, implementation plans and estimates. • Translate application storyboards and use cases into functional applications • Good communication skills • Knowledge of Agile project management • Hands on experience of Requirement document creation • Hands on experience of Test case preparation and testing • Knowledge of SQL queries and statements • Requirement gathering experience with different types of users • Hands on experience of Project document creation • Review users requirement and fine tune • Helping technical team in designing the application • Must have experience in working with Jira software
Business Intelligence (BI) Developer	• Working knowledge of visualization BI technologies such as Tableau, Power BI etc. • Experience in working with database systems • Experienced in development and support of reports, dashboards, scorecards etc. • Ability to perform detailed data analysis (i.e. determine the structure, content, and quality of the data through examination of source systems and data samples). • Knowledge of and OLAP/MOLAP technologies and dimensional modelling, including applicability to various reporting problems • Candidate should have a strong analytical and structured mindset and a high affinity for numbers • Candidate should have a technical understanding of common BI tools • Strong SQL Querying Skills
ETL Developer	• Responsible for developing the mappings for different tables. • Design and develop complex mappings to join tables residing in the staging area into a centralized location. • Performing unit testing for aforementioned mappings and construct the unit test case documents. • Supporting the owned mappings during testing, pre-production and production. • Quick enough to make ad-hoc design changes. • Experience in ETL interfacing technologies like Informatica, Talend, SSIS, etc. • Experience in data warehousing & SQL • Exposure to Cloud Platforms will be a plus - AWS, Azure, GCP.
Project Manager	• Technical Project Management Experience and should be able to lead the team on technical aspects of the project • Ability to lead teams on agile methodology • Experience in Leading and Managing Teams • Experience in preparing project plans, tracking, monitoring, stakeholder management and status reporting • PMP/Prince 2 certification desirable • Should have led projects on the above mentioned technologies • Should have led and managed scrum teams as well • Should have experience in Leading and performing Consulting Engagements as well.

3.8 General Information

1. If the bidder provides any incorrect/wrong information during the bidding process and the project suffers due to the same, then Company can take appropriate action against the bidder, to recover the damage.
2. Consultants provided would be interviewed if required before taking onboard.
3. StockHolding reserves the right to reject the candidate from the empanelled Bidder based on interview selection. StockHolding is not obligated to share the reason of rejection for every candidate.
4. The Project Billing Rate Card can't be changed during the agreement contract period.
5. Company will take care of required hardware and software procurement for the project implementation and hence H/W, S/W procurement is out of scope of this RFP.
6. All licenses will be provided by the Company.
7. The Empanelled Bidder(s) are expected to provide laptops to the onboarded Consultants which will be formatted and hardened as per policy of Stockholding to provide remote access. This is an exceptional activity conducted by Stockholding in the event of ongoing COVID19 pandemic situation and a Work from Home privilege. This should not be constituted as a means of not coming to Onsite location of StockHolding under normal circumstances or when required by StockHolding and the selected Bidder(s) are expected to depute their selected personal at onsite location by default. The administrative control of the vendor's laptops lies in the hands of SHCIL. Whether remote access or working from SHCIL premises, laptops have to be provided by the vendors.
8. SHCIL expects that the selected Bidder(s) has conducted Background Checks on the proposed / selected Consultants before they get onboarded. Incase of new Consultants joining the Bidder(s) organization, the Bidder(s) explicitly agree to complete the background verification within 6 months of the Consultants onboarding to SHCIL.
9. SHCIL has the right to audit empanelled Bidder(s) about Background checks on the selected Consultants. Incase there is lapse on the BG checks, StockHolding reserves the right to take penal action on the empanelled bidder(s) including but not limited to termination of empanelment of the bidder(s).
10. SHCIL would like the empanelled Bidder(s) to propose IT Consultants who have two years' experience with the Bidder(s) organization so that they are aware of the Quality related processes.

3.9 Empanelled Bidder(s) Responsibilities

1. Knowledge Transfer and take over from the existing outsourced resources or employees.
2. Deployment of Consultants with necessary skills and experience for the ongoing BAU work and new work areas
3. Team members shall report to the Company's Application Development Manager(s).
4. Execute assigned tasks as per agreed schedules
5. Providing status report and regular update on issues, risks & the work being performed as and when asked by Company's Application Managers
6. Shadow Consultant has to be on site during non-presence of primary Consultant.
7. Same skills set Consultant shall be provided in case of replacement of Consultant due to discipline or any other performance issues.
8. Onsite Consultant shall not be moved to any other project during the contract period with Company.
9. Holidays are applicable as per Company holiday list.
10. Work Hours for the selected IT Consultants shall be according to StockHolding's working hours i.e. 9.30 AM to 5.30 PM – Monday to Friday
11. Any replacement of Consultant for any reason personal etc. will only be allowed with 3 months of notice for the replacement of IT Consultant
12. It is the Empanelled Bidder(s) responsibility to ensure that appropriate Knowledge Transfer is conducted between the resigned Consultant and replacement Consultant at no additional charge to StockHolding
13. Billing for the new IT Consultant shall begin next day after the resigned IT Consultant has been offboarded/last working day at StockHolding
14. The onsite Consultant deployed in the Company premises shall comply with the Company Information Security requirements.

3.10 Contract Duration

1. Selected empanelled Bidder(s) shall enter into a three (3) year contract with StockHolding.
2. Post end of 3 year period, StockHolding and selected bidders might chose to extend the contract on a yearly basis with agreed commercial billing rates as per mutually decided between StockHolding and the Empanelled Bidder(s)
3. Either party may choose to not extend the contract after end of 3 year period. In the Event StockHolding decides to extend the contract, a new contract agreement will be signed post discussions with the Empanelled Bidder(s)

3.11 Contract Documentation

1. Selected empanelled Bidder(s) shall adhere to the annexures and other documentation such as Non-Disclosure Agreement (NDA) or any other documents from time to time for successfully and continuous onboarding
2. The Selected Bidder(s) may choose to enter into a Master Services Agreement (MSA) with StockHolding

3.12 Invoicing and Payment Terms

1. Selected empanelled Bidder(s) if and when have their employees deputed as IT Consultants with SHCIL, shall raise and submit monthly Invoices against the Purchase Order's issued within the first 7 days of the subsequent month
2. The Invoice shall contain the billing rate and all taxes added as applicable.
3. StockHolding shall make the payments as per Terms and Conditions outlined in the Master Services Agreement (MSA) to be contracted with the individual Empanelled Bidder.
4. No Advance payment to the empanelled bidder(s) against Purchase Order or Work order.
5. The payment to the selected Service Provider shall be made in Indian rupees

3.13 Cancellation of Contract

1. The contract is subject to cancellation/ termination due to any of the reasons mentioned below –
    1.1. If the Empanelled Bidder(s) is found to have submitted false particulars /fake documents for securing contract.
    1.2. The IT consultants' performance on the job will be constantly monitored for quality, commitment to delivery schedules unilateral cancellation/ termination by the Company.
    1.3. If the IT consultant refuses to execute the job as per the agreed scope/ rates.
    1.4. Material breach of one or more of the terms of the contract.
    1.5. The bidder(s) is declared bankrupt or becomes insolvent.
    1.6. Any other reason deemed fit by the Company for cancellation.
    1.7. Company reserves the right to terminate the Agreement/ Contract in case the Empanelled Bidder(s) gets blacklisted by any other organization/ Department of Government of India or State Governments during the course of supply of material or services, if Bidder is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Bidder, unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices.
    1.8. Termination of Contract on 90 days' notice period on either party
    1.9. If the IT Consultant breaches or violates any Security / Data / Privacy Related information / activity.

4. Evaluation Methodology and Criteria

4.1. Evaluation Methodology

1. Bidder(s) are expected to mandatorily submit both the Technical and Commercial Bids along with Three (3) References as mentioned in the Annexures
2. Non-submission of either of the Technical or Commercial Bids will lead to direct cancellation of the Bidder participation in the selection process
3. Conditional bids shall be summarily rejected
4. SHCIL will first open the Technical Bids in presence of all the participated bidders. Date and Time of the Technical Bid Open will be declared in due course of time.
5. SHCIL will complete the Technical Evaluation and inform the selected bidders who have qualified for the Commercial Bids. All Bidders are expected to visit the Tender section of the company website to know the results. SHCIL reserves the right not to inform the bidder(s) who have not progressed to the Commercial Bid Opening round
6. SHCIL will disclose the Commercial Bid Opening Date in due course of time
7. Post opening of Commercial Bids – Lowest Bidder in the Rank of L1, L2, L3 etc. will be announced.
8. L1 Bidder will be automatically selected based on lowest price quoted.
9. Since SHCIL intends to empanel 3 (Three) bidder(s), SHCIL will invite L2, L3, L4 bidders to price match L1 quotes in the same order of the bidder quoted the next lowest price. In the event L2 does not agree to price match L1's quotes, L3 will be given the opportunity and so on. In the event that none of the other bidders except L1 agree to price match L1's quote, then the subsequent 2 lowest bidders will be selected for empanelment.
10. Apart from the mentioned Technical and Commercial Criteria, all bidders need to submit following mandatory documentation as a part of their proposal as mentioned in the Annexures. Failure in providing the mandatory documents would also result in disqualification of the bidder.

4.2. Technical Criteria

Document/s in support of all eligibility/technical criteria are required to be submitted online along with the bid. If any supporting documents are not sufficient to the responses given, marks will be proportionately allocated.

Maximum Marks that can be allocated = 80
Cut off Marks to become eligible for Commercial Bid Opening = 70% of 80 = 56

No	Criteria	Evaluation	Maximum Marks	Evidence
T1	Certifications: Any ISO or CMM level-3 certification or above for Software Development area.	1. Certification Provided - 10 Marks 2. No Certifications - 0 Marks	10	- Copy of Valid Certificate - In case certification is under renewal, relevant documentation needs to be submitted
T2	The bidder is a company/firm incorporated in India and should be in existence in India for a minimum of five years on the date of RFP issue date and with positive Net Worth	1. More than 10 years - 10 Marks 2. More than 7 years but less than or equal to 10 years. - 05 Marks 3. More than or Equal to 5 years but less than or equal to 7 years. - 02 Marks 3. Less than 5 years - 0 Marks	10	- Copy of Certificate of Registration of the bidder. - Memorandum and Articles of Association - GST Registration Certificate - A certificate from the Chartered Accountant clearly stating the Net

T3	The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20, 2010-21). Product Revenues will not be considered	1. More than 1000 Cr. - 10 Marks 2. More than 500 Cr. But less than or equal to 1000 Cr. - 5 Marks 3. More than or Equal to 100 Cr. But less than or equal to 500 Cr. - 2 Marks 4. Less than 100 Cr. - 0 Marks	10	Extracts from the audited Balance sheet and Profit & Loss Account; or Certificate from the statutory auditor with duly sealed and signed
T4	Experience of executing IT Software Development and Maintenance Experience in BFSI domain projects, execution in last 05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered)	2 Marks for every project delivered	10	Work Order/Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client.
T5	Experience in implementation and operations of India BFSI domain applications in terms of value for overall projects in the last 5 years	1 Mark for every Rs. 1 Cr. Worth of project delivered	10	Work Order/Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client.
T6	The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net based projects (each order value of Rs.50 lakhs or above in last 5 years)	2 Marks for every project delivered	10	Work Order/Agreement Copy and Completion Certificate or On Going certificate from Client on client letter head duly sealed and stamped by client.
T7	Any Value Added services Provided by the Bidder which can be utilized by SHCIL. E.g. Any Automation tools, frameworks etc. which assists in faster application development or aids in better maintenance work activity	2 Marks each for every Value Added Service Provided	10	Self-declaration on company's letter head along with Brochures
T8	Average Attrition Rate over the past 3 years	1. More than 15% - 0 Marks 2. >=10% and <=15% - 05 Marks 3. Less than 10% - 10 Marks	10	Self-declaration on company's letter head

4.3. Commercial Evaluation Model

Roles / Skillset	Developer (D)	Senior Developer (SD)
All Skillsets	P1/man month	P2/man month
Total Weighted Average Cost = Z		70%*P1 + 30%*P2
Total Cost/Man Month in Rupees	Z	

P1, P2 = Price Quoted by Bidder

70% Weightage for Developer Roles and 30% Weightage for Senior Developer Roles

Notes –
1. The Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
2. The above quotes need to be submitted for 1st Year Only
3. Year 2 will have standard escalation of 8% on Year 1 Price and Year 3 will have standard escalation of 8% on Year 2 Price for the selected Empaneled Bidder(s)
4. Taxes shall be over and above the Bill Rate proposed and shall be applicable as per Indian Tax Laws from time to time
5. Selection of Lowest Bidder will be based on Lowest of Total Cost/Man Month
6. Penalty for Leaves will be based on computed Onsite Rate/Day
7. Resignation Notice Period would be 3 months with replacement
8. All Consultants will be placed at SHCIL Mahape Location with exception of work from home on case to case basis due to ongoing COVID19 pandemic situation
9. Every effort will be taken by Empaneled Bidder(s) to adhere to the criteria of select IT consultant would have atleast 2 years of experience with the Bidder company, however in the absence of none of the IT consultants are able to meet this criteria for any Consultant, then SHCIL will discount/relax this requirement at a Consultant level on a case to case basis
10. StockHolding will notify successful Bidder in writing (Email) that its proposal has been accepted. The Bidder should confirm via email to StockHolding within 5 (Five) working days for acceptance of assignment with StockHolding.
11. The successful Bidder will enter into contract setting forth comprehensive and the specific terms and conditions intrinsic to the delivery of the underlying service for assignment within 15 days from award of the LOI/Contract.

5. Instructions to Bidders

5.1 General Terms & Conditions

1. Integrity Pact: The successful bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful bidder.
2. Non-Disclosure Agreement (NDA): The successful bidder(s) will sign a Non-Disclosure Agreement (NDA) with StockHolding.
3. By submitting the bid, the Bidder represents and acknowledges to StockHolding that it possesses the necessary experience, expertise and ability to undertake and fulfill its obligations under all phases involved in the performance of the provisions of this RFP.
4. StockHolding will enter into the agreement with the finalized three Bidder(s) only for Empanelment.
5. StockHolding may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer.
6. Bidder(s) shall designate a representative (Project / Delivery Manager) at no additional cost who will be the contact point for StockHolding and should report the status of the manpower onboarding, billing, leaves, consultant's performance and Consultant utilization at a frequency mutually decided between Bidder and StockHolding
7. Bidder shall indemnify, protect and save StockHolding against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 (including its subsequent amendments) in respect of all the software or other systems supplied by them to StockHolding from whatsoever source. However, (i) Bidder has sole control of the defense and all related settlement negotiations (ii) StockHolding provides Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) StockHolding does not make any statements or comments or representations about the claim without the prior written consent of Bidder, except where StockHolding is required by any authority/regulator to make a comment/ statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by StockHolding arising out of claims made by its customers and/or regulatory authorities due to the failure of Bidder to perform its obligations.
8. No Commitment to accept lowest or any other bid:
   a. StockHolding shall be under no obligation to accept the lowest or any other offer received in response to this tender (RFP) notice.
   b. 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 bidder.
   c. When StockHolding makes any such rejection, StockHolding will not be bound to give any reason and/or justification in this regard to the bidder.
9. Right to alter RFP:
   a. StockHolding reserves the right to issue addendum(s) or corrigendum(s) to this RFP and any such addendums or corrigendum/s shall be considered as integral part of this RFP.
   b. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
   c. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever.
   d. StockHolding's decision in this regard will be final and binding on all bidders.

5.2 Information Confidentiality

1. StockHolding makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.
2. StockHolding may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice. The Bidder acknowledges that any such revised or amended document is received subject

to the same terms and conditions as this original and subject to the same confidentiality undertaking.

3. It is the Bidder's responsibility to:
    a. Properly understand and examine the RFP;
    b. Examine all other information available based on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response; and
    c. Satisfy itself as to the completeness, correctness and sufficiency of its response.

4. Information relating to the examination, clarification, evaluation and recommendation to the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising StockHolding in relation to, or matters arising out of, or concerning the Bidding Process.

5.3 Costs Borne by Bidder

All costs and expenses incurred by Bidder in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, site visit, referral checks etc. and providing any additional information required by the StockHolding, will be borne entirely and exclusively by the Bidder.

5.4 Bidder Obligation to Inform Itself

The Bidder shall apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

5.5 Evaluation of Offers

Each Bidder acknowledges and accepts that the StockHolding may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and shall not be construed as any agreement or contract or arrangement and shall not be construed as any investigation or review carried out by a Bidder.

5.6 Clarification

1. If Bidders have queries, they may raise them in the format provided as per Annexure 8 – Pre-Bid Query format.
2. Verbal clarifications and information given by StockHolding or its employees or representatives shall not in any way or manner be binding on StockHolding.
3. Each Bidder should notify StockHolding of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

5.7 Disqualification

1. Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the StockHolding.
2. Bid is not submitted in accordance with the Tender.
3. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
4. The bidder qualifies the proposal with his own conditions and/ or deviates from the terms of the RFP.
5. Bid is received in incomplete form.
6. Bid is received after due date and time.
7. Bid is not accompanied by all requisite documents.
8. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
9. Technical Bid contains the Commercial Proposal or any price related information, in either explicit or implicit form.

10. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

5.8   Validity of Bids

The bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of bids shall be extended by mutual consent of the respective Bidders and StockHolding.

6. Other Terms and Conditions

Following the receipt of responses to the RFP, Stock Holding Corporation of India Limited will evaluate and select a suitable Service provider(s) in accordance with the evaluation methodology set above with whom it will negotiate and enter into an Agreement for providing Manpower Services. Please find below certain broad principles based on which the Agreement will be concluded. Do note that these key principles are indicative of StockHolding's expectations and should in no manner be deemed to be exhaustive by the Bidder but should be used as an 'at minimum' basis for evaluating the nature of rights and remedies expected by StockHolding pursuant to the Agreement.

6.1 General

1. StockHolding will enter into the Agreement with the finalized & Selected Bidder(s) only.
2. Bidder will perform its obligations under this RFP as an independent bidder, to perform any of the deliverables or services. Neither this RFP nor the Bidder's performance of obligations under this RFP will create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between StockHolding and the Bidder or its employees, and the Bidder will not have the right, power or authority (whether expressed or implied) to enter into or assume or delegate any duty or obligation on behalf of StockHolding.
3. All remuneration, claims, wages, insurance, dues etc. of such Consultants, etc. of the Bidder will be paid by Bidder alone and StockHolding will not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's Consultant. The Bidder will hold StockHolding/ its successors, permitted assignees and administrators, associate, representative and its directors and officials/employees, fully indemnified and harmless from and against any or all losses or liability, claims, actions, damages, cost, expense, demands, liability, penalty or proceedings, if any, that may arise from whatsoever nature caused to StockHolding through the action of the Bidders or its employees, personnel etc. by whatever name it is called or known.
4. The Bidder's authorized representative will be the Point of Contact for StockHolding and will report the status of the project on a weekly/fortnightly/monthly basis at sole discretion of StockHolding. The Bidder will ensure that the Services delivered to StockHolding including all components are of the most recent or current version and shall incorporate all latest improvements.
5. The Bidder will comply as per Non- Disclosure Agreement as applicable on the assignment with the non-disclosure requirements of any specific development/configuration done for StockHolding during the period of the Agreement and StockHolding will have the rights to claim the intellectual property for such development/configuration. Unless contrary to the specific agreement to be entered into between StockHolding and the Bidder, the RFP shall be the constitutional & governing document for arrangement between StockHolding and the Bidder. The Agreement between StockHolding and Bidder shall be in addition to the terms and conditions of RFP and the terms and conditions of RFP shall always prevail over the Agreement for any interpretation as may be required.

6.2 Indemnity

The Bidder shall indemnify StockHolding, and always keep indemnified and hold StockHolding and its, personnel, officers, directors, representatives (hereinafter collectively referred to as "Personnel") harmless from and against all losses, liabilities, claims, error, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against StockHolding because of:

1. StockHolding's authorized/bona fide use of the deliverables and/or the services provided by the Bidder under the Agreement;
2. An act or omission of the Bidder, its employees, personnel and officers in the performance of the obligations of the Bidder under the Agreement;
3. Claims made by Consultants who are deployed by the Bidder, against StockHolding;
4. Breach of any of the terms of the Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under the Agreement;
5. Any or all deliverables or services infringing any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 (including its subsequent amendments) in respect of all the software or

other systems supplied by them to StockHolding from whatsoever source. However, for all such claims, (i) the Bidder will have sole control of the defence and all related settlement negotiations (ii) StockHolding will provide the Bidder with assistance, information and authority reasonably necessary to perform the above and (iii) StockHolding will not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where StockHolding is required by any authority/regulator to make a comment/ statement/ representation.;

6. Breach of confidentiality obligations of the Bidder contained in the Agreement; and/or
7. Fraud, Negligence or wilful misconduct attributable to the Bidder, its Consultants.
8. The Bidder will, at its own cost and expenses defend or settle any claim against StockHolding that the deliverables and services delivered or provided infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the deliverables and services are used, sold or received, provided :

   8.1. StockHolding will inform the Bidder of all known breaches and claims and the Bidder will be required to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by StockHolding as to the loss / damages mentioned above will be final, conclusive and binding on the Bidder and Bidder will be liable to pay on demand the actual amount of such loss / damages caused to StockHolding including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by StockHolding on the Bidder towards breaches, claims, etc. StockHolding will provide the Bidder with details of such demand levied by StockHolding. Bidder shall compensate StockHolding for such financial loss, direct and remote, suffered by StockHolding, if Bidder fails to fix bugs, provide the modifications/enhancements/configuration as required by StockHolding as per the terms and conditions of the RFP and Agreement.

6.3 Liability

1. StockHolding will be entitled to damages from the Bidder, if the Bidder breaches any of the terms, conditions or obligations of the RFP or Agreement, or any other contractual obligations.
2. In circumstances where the Bidder indemnifies StockHolding against any claims of infringement of any intellectual property rights, the Bidder will, its own expense, and in addition to any other remedies that may be available to StockHolding, promptly:
   a. Procure an unrestricted right for StockHolding to continue using and receiving the same; or
   b. Make or procure on StockHolding's behalf such alterations, modifications, adjustments or substitutions to all or any parts of the same so that it becomes non-infringing without affecting the relevant part of deliverables or services or prejudice their compliance with their terms of the specifications or requirements; or
   c. Substitute a non-infringing version of the infringing item of at least functional equivalence conforming to applicable requirements.
   d. If the Bidder is unable to provide any of the forgoing alternatives, StockHolding may at its own option terminate the Agreement.

6.4 Resolution and Disputes

Resolution and Disputes: StockHolding and the Bidder will make every effort to resolve amicably, by direct informal negotiation between the respective project managers of StockHolding and the Bidder, any disagreement or dispute arising between them under or in connection with the Agreement. If StockHolding project manager and Bidder project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately forward the dispute to the senior authorized personnel designated by the Bidder and StockHolding respectively. If, after thirty days from the commencement of such negotiations between the designated authorized personnel of the parties, StockHolding and the Bidder are not able to resolve amicably a contract dispute; either Party may require that the dispute be referred to formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract will be referred to arbitration by a sole Arbitrator acceptable to both parties. The award of the

Arbitral will be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof will apply to the arbitration proceedings and the venue of the arbitration will be Mumbai. Language of arbitration proceedings will be in English language. Work under the contract will be continued by the Bidder during the arbitration proceedings unless otherwise directed in writing by StockHolding, or the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by StockHolding to the Bidder will be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof. If a notice is to be sent to either of the Parties following the signing of the Agreement it will be in writing and shall be by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices will deemed to have been validly given on (i) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier. The RFP and the Agreement will be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of the RFP and Agreement.

6.5 Information Ownership

Information Ownership: All information processed, stored, or transmitted by the Bidder equipment will belong to StockHolding. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect the information appropriately.

6.6 Force Majeure

Bidder will not be liable for liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" will mean an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include acts of God or public enemy, acts of the Government of India in their sovereign capacity and acts of war, revolution, civil commotion, riots, natural calamities, etc. If a Force Majeure situation arises, the Bidder shall promptly notify StockHolding in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by StockHolding in writing, the Bidder will continue to perform its obligations under the Agreement as far as is reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. The time for performance will be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, StockHolding and the Bidder will hold consultations in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of StockHolding in this regard will be final and binding on the Bidder

6.7 Period of Contract:

The term of the Agreement will be for 3 years. The renewal of any arrangement after the expiration of term of Agreement shall be done by executing fresh agreement between the Bidder and StockHolding.

6.8 Termination of Contract

1. At its convenience and without assigning any cause thereto by giving the Bidder a prior notice of 90 (Ninety) days.
2. If the Bidder commits a breach of the terms and conditions of the Agreement and fails to remedy such breach to the satisfaction of StockHolding within a period of 30 (thirty) Business Days, following the receipt of written notice from StockHolding specifying the breach or breaches set out below:
   2.1. Delay or deficiency in the completion or implementation of the project or any activity contemplated under the RFP and Agreement within the applicable time schedules;
   2.2. Any material breach of the Bidder's representation or warranties under the Agreement;

2.3. Non-conformity of the deliverables or services with the terms and specifications of the RFP and/or Agreement as observed during post-delivery audit or otherwise;

2.4. Serious discrepancy in the quality of service expected during the actual work implementation; i.e. An Insolvency Event occurs in relation to Bidder or it ceases to carry on its business or substantially the whole of its business; or

2.5. If there is a change of control of the Bidder (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the Bidder) and the person or persons acquiring control of the Bidder are persons whom StockHolding reasonably considers to be competitors of StockHolding or organizations about which StockHolding has reasonable grounds for believing, will not be able to meet the material obligations contained in the RFP and/or Agreement.

3. In the event that the Bidder does not perform satisfactorily or as per the terms and conditions agreed or there is a delay, deficiency, defect or inadequacy in the performance of its obligations under the RFP and/or Agreement, StockHolding reserves the right to source the remainder of the services from another entity of its choice by giving three months' notice of the same to the Bidder. In the event of a termination of the Agreement by the Bidder in accordance with the above terms, the Bidder shall also fully compensate StockHolding for any expenditure incurred by StockHolding in moving to another entity

4. In the event of a termination of the Agreement by StockHolding, the Bidder will do all such acts or deeds as may be required to fully compensate StockHolding for all expenditure incurred by StockHolding in executing or obtaining the execution of the project, till such time of termination and for any removal and/or relocation that may be required by StockHolding following such termination. StockHolding will not bear any cost or expenses or any liability in this regard.

5. Any other reason as decided by StockHolding. Other Rights or Remedies:
The termination of the Agreement in whole or part will be without prejudice to any other rights or remedies that either Party will have under the Agreement including the invocation of the performance guarantee by StockHolding, such other specific performance rights and will not affect any accrued rights or liabilities of either Party on the date of termination.

6.9   Effects of Termination

Notwithstanding the termination of the contract in whole or in respect of any part of the services for any reason, the Agreement will continue to remain in force to the extent necessary to give effect to those provisions which expressly or implicitly have effect after termination where StockHolding terminates any part of the project, the parties will continue to perform their respective obligations under the Agreement in connection with that portion of the project that has not been terminated.

6.10 Data Privacy and Security Safeguards

The selected bidder's consultants shall not publish or disclose in any manner, without the StockHolding's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any StockHolding location. It is expected that the Empanelled Bidder's Consultants shall be adequately trained on Data Privacy and Data Theft Prevention Procedures. In the event of the Consultant breaching or deviating the Data Privacy and Security or any other policies of StockHolding shall be liable for appropriate action as decided by StockHolding.

6.11 Other

1. Compliance with Applicable Laws: The Bidder will warrant and ensure that the services is compliant with all applicable laws including but not limited to applicable legislation, circulars, guidelines, notifications, code of conduct, policies or orders issued by any regulatory authority, the Government of India or the Ministry of Finance. The Bidder will undertake to observe, adhere to, abide by, comply with and notify StockHolding about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their

obligations towards them, for all purposes of the Agreement and will indemnify, keep indemnified, hold harmless, defend and protect StockHolding, its employees, officers, staff, personnel, representatives and agents against all claims, demands and consequences that may arise from any failure or omission on its part to do so.

2. Compliance in obtaining approvals/permissions/licenses: The Bidder will promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this engagement or for the conduct of their own business under any applicable law, and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, will indemnify, keep indemnified, hold harmless, defend, protect and fully compensate StockHolding, its employees, officers, staff, personnel, representatives, and agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from; and StockHolding will give notice of any such claim or demand of liability within reasonable time to the Bidder.

3. The Bidder will not be absolved from its responsibility of complying with the statutory obligations as specified above. The indemnity will be limited to court or arbitration awarded damage; damages, loss or liabilities suffered by StockHolding arising out of claims of its customers or regulatory authorities; and will exclude indirect, consequential and incidental damages. Bidder shall abide and comply with IT Security Policy or any other policy framed by StockHolding from time to time as may be notified to Bidder in advance during the term of this arrangement.

4. Assignment: The Bidder agrees that the Bidder will not be entitled to assign any or all of its rights and/or obligations under the RFP and Agreement to any entity including the Bidder's affiliate without the prior written consent of StockHolding. If StockHolding undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., the RFP and the Agreement will be considered to have been assigned to the new entity and such an act will not affect the rights of StockHolding and the Bidder under the RFP and Agreement.

5. Insurance: The Bidder will procure insurance coverage to include comprehensive general liability insurance, errors and omissions insurance, data protection liability, intellectual property infringement, third party accident insurance, all risk property insurance and in general all such insurance as will be necessary to adequately cover the risks associated with the implementation, solution or the services provided by the Bidder under the RFP or Agreement. Such insurance will be valid until such time they are delivered, installed, commissioned and accepted by StockHolding. The insurance coverage, post the acceptance through the period of the contract will be independently done by StockHolding. The Bidder will cause its insurers to issue certificates of insurance evidencing that the coverage and policy endorsements required under the RFP and Agreements are maintained in force and that not less than thirty (30) days' written notice will be given to StockHolding prior to any modification, cancellation, or non-renewal of the policies. The Bidder will provide copies of the insurance to StockHolding. The insurers selected by Bidder will be of good standing and authorized to conduct business in all jurisdictions in which the RFP and Agreement is to be performed. In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage, the Bidder will solely be responsible to take such action. The Bidder will provide StockHolding with contemporaneous notice and with any other information that StockHolding may request regarding such event. StockHolding will provide, at the Bidder's expense, reasonable assistance and cooperation, with respect to any insurance claim. The Bidder will not hold StockHolding responsible for rejection of the insurance claims of the Bidder by the insurer.

6. The Bidder's obligation to maintain insurance coverage hereunder will be in addition to, and not in lieu of, the Bidder's other obligations hereunder, and Bidder's liability to StockHolding will not be limited to the amount of coverage required hereunder.

7. Inspection of Records: All Bidder records with respect to any matters covered by this RFP will be made available to StockHolding or its designees, including its statutory regulators, at any time during normal business hours, as often as StockHolding deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records will be subject to examination. StockHolding will execute a confidentiality agreement with the Bidder, provided that the auditors will be permitted to submit their findings to StockHolding, which will be used by StockHolding. The cost of the audit will be borne by StockHolding. The scope of such audit will be limited to the

service levels being covered under the RFP and Agreement; provided that financial information will be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for StockHolding will also be subject to regulatory/StockHolding inspection.

8. Publicity: The Bidder will not make any press releases or statements of any kind including advertising using the name, brand of StockHolding or any service marks or trademarks of StockHolding regarding the contract or the transactions contemplated hereunder without the explicit written permission of StockHolding. The Bidder will not, use StockHolding's name as a reference, without the express, prior, written permission of StockHolding, and in accordance with the limitations imposed in connection with providing such consent. StockHolding agrees that it will not use the Bidder's trade or service marks without the Bidder's prior written consent.

9. Monitoring and Audit Compliance with best security practices will be monitored by periodic cyber security audits performed by or on behalf of StockHolding. The periodicity of these audits will be decided at the discretion of StockHolding. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that StockHolding deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, Bidder will allow StockHolding's representatives, access to its facilities, installations, technical Consultants, operations, documentation, records, databases and personnel. The Bidder will provide StockHolding access to various monitoring and performance measurement systems (both manual and automated). StockHolding will have the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the Bidder.

10. Waiver: No failure or delay on the part of either Party relating to the exercise of any right, power, privilege or remedy provided under the RFP, Agreement or contract with the other party will operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party nor will any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in the RFP or Agreement. All rights, powers, privileges and remedies are several, cumulative and not exclusive of each other or of any other rights or remedies otherwise available to either Party at law or in equity.

11. Further Assurance: The Bidder will, at the request of StockHolding and without further consideration, execute and deliver such other documents and take other actions as StockHolding may request in order for StockHolding to be able to use the solution more effectively.

12. Violation of Terms: StockHolding clarifies that StockHolding will be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in the RFP or Agreement. The injunctive remedies are cumulative and are in addition to any other rights and remedies StockHolding may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

13. Inspection & Audit: StockHolding and its authorized representatives reserve the right to visit any of the Bidder's premises without prior notice to ensure that data provided by StockHolding is not misused. The Bidder will co-operate with the authorized representative/s. StockHolding shall also be entitled at its sole discretion to carry out the audit of the services provided by the bidder contemplated in this RFP. The Bidder shall be required to co-operate and provide all the details and documents required for such purpose.

14. Addition/ Deletion of Qualified Offerings: Both Parties agree that the intent of the RFP is to establish an initial set of service offerings. StockHolding recognizes that, as the use of these services expands additional services and/or service categories may be needed. In addition, StockHolding recognizes that from time to time, services that are provided as part of the Bidder services will be upgraded or replaced as the technology evolves. Replacement of services that meet or exceed the minimum proposal requirements may be added with the prior approval of StockHolding. The Bidder agrees that the price for incremental offering will not exceed the

original proposed cost and StockHolding reserves the right to re-negotiate the price. StockHolding reserves the right to order as much as so desired, at the unit rates provided for TCO calculations. StockHolding will be under no obligation to honour requests to add service categories or amend the Agreement. StockHolding will have regular reviews of the Bidder services and StockHolding requirements, to allow an exchange of requirements and opportunities.

15. All quantities mentioned in the RFP are indicative. The quantities of manpower services to be procured under the RFP can be varied by StockHolding.

16. Set Off: StockHolding shall be entitled to set off all or any other losses suffered or incurred or to be incurred from the amount due and payable to Bidder. This shall be in addition to all other remedies available in law to StockHolding.

17. Penalty: StockHolding shall be entitled to impose penalty for breach of time lines, breach or loss resulting from errors in respect of Service or damage due to Software or any non-compliance in respect of service under RFP or Agreement.

18. The penalty shall be minimum of 3 times of (i) the invoice of the period in which the error or breach identified or (ii) the cost of the Application or hardware etc. provided by the bidder whichever is higher.   2. StockHolding shall be entitled to deduct the amount of the penalty from the invoices of the Bidder. This remedy will be in addition to all other remedies available to StockHolding for recovery of the penalty amount. 3. StockHolding shall also be entitled to recover the amount of penalty from any other payment due to Bidder. 4. The penalty contemplated in this clause shall be in additional to all other losses, claims, damages etc. as may be suffered or incurred by StockHolding.

19. Information Ownership: All information processed, stored, or transmitted by the Bidder equipment will belong to StockHolding. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect the information appropriately.

20. Sensitive Information: The Bidder will protect all sensitive personal data information, as defined under Rule 3 of Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, received by it pursuant to the Agreement in accordance with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011. Any information considered sensitive will be protected by the Bidder from unauthorized disclosure, modification or access.

21. The Bidder may support or have access to the sensitive information found on StockHolding's system, including but not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

22. Privacy and Security Safeguards: Bidder will ensure that the solution complies with the various security policies and guidelines as provided by StockHolding to the Bidder from time to time in advance and in writing. The Bidder will ensure that at all times, when delivering the deliverables and providing the services, uses appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to StockHolding's data occurs as a result of the Bidder's failure to perform its responsibilities under the Agreement, the Bidder will, at StockHolding's request, correct or cause to be corrected any loss or damage to StockHolding's data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by the Bidder, if such loss or damage was caused by any act or omission of the any of the Bidder's personnel. The Bidder will not publish or disclose in any manner, without StockHolding's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under the Agreement or existing at any StockHolding location. The Bidder will develop procedures and implementation plans to ensure that IT Consultants leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all StockHolding data and sensitive application software. The Bidder will also ensure that all who are involved in providing such security safeguards or part of it will not publish or disclose in any manner, without StockHolding's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under the Agreement or existing at any StockHolding location.

23. StockHolding will not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder. In any event, StockHolding's aggregate liability for any losses or claims arising out of or in connection with the Agreements, whether under the Agreement, tort or otherwise, including for negligence will not exceed the aggregate of the payment received by the Bidder under the Agreements for the 3 (three) months preceding the date on which a claim against StockHolding is raised. In no event will StockHolding be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this RFP and subsequent agreement or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of StockHolding will be considered as a direct claim.

24. Confidentiality: The Bidder shall be required to sign a confidentiality & Non-Disclosure Agreement (NDA) agreement in relation to any information relating to StockHolding or its customers, partners etc.. The Bidder will keep confidential all information (written or oral) concerning all facts of the business of StockHolding, which has been obtained or understood during the course of the assignment.

25. Technological Advancements: The Bidder will take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase/decrease in charges, and the service levels, to provide the services to StockHolding at a technological level that will enable StockHolding to take advantage of technological advancement in the industry from time to time.

26. Intellectual Property Rights: The Bidder shall have necessary rights to provide the services upon the terms and conditions contained in this RFP. The Parties agree and acknowledge that save as expressly provided in this RFP or the Agreement, all intellectual property rights in relation to the software and documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided as part of the deliverables, developed code, configurations or the solution by the Bidder to StockHolding under the Agreement shall be assigned to StockHolding at no additional cost, whether or not the same constitutes third party intellectual property, or pre-existing intellectual property of the Bidder. The Bidder will ensure that it has sufficient rights, title and interest in the deliverables to ensure such assignment during the term of this project and, if applicable, during the Reverse Transition Period, StockHolding will grant the Bidder a right to use at no cost or charge the software licensed to StockHolding, solely for the purpose of providing the services. Configuration done on the application to meet StockHolding requirements will be solely owned by StockHolding

***

7. ANNEXURES

7.1   Annexure 1 – Covering Letter – Technical Proposal

ACCEPTANCE LETTER

(To be given on Company Letter Head)

RFP Reference No: IT-10/2021-22

Date:

To:
The Chief Information Officer,
Stock Holding Corporation of India Limited
Plot No P-51, TTC industrial Area, MIDC, Mahape
Navi Mumbai – 400710

Dear Sir,

Re: Request for Proposal for Appointment of Service Provider for availing Manpower in Software Development and Production Support

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Manpower, in conformity with the said Proposal documents.

We agree to abide by the Proposal and the rates quoted therein.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this .... day of .... 20…..

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

7.2 Annexure 2 – Covering Letter – Commercial Proposal

ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,
StockHolding Corporation of India Limited,
301, Centre Point,
Dr. Babasaheb Ambedkar Road,
Parel, Mumbai-400 012.

Sub: Acceptance of Terms & Conditions

RFP Reference No. : IT-10/2021-22

Name of Work: Request for Proposal for Appointment of Service Provider for availing Manpower in Software Development and Production Support

Dear Sir,

1. I/We hereby certify that I/We have read the entire terms and conditions of the Technical and the Financial Bid documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/We hereby agree to abide by the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by you have also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept all the conditions of above mentioned document(s)/ corrigendum(s) in its totality / entirety.
4. I/We certify that all information furnished by us is true & correct and in the event that the information is found to be incorrect /untrue or found violated, then you shall without giving any notice or reason therefore or summarily reject the Application or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full security deposit / earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder with Office Seal)

Signature of Accepting officer

7.3 Annexure 3 – Details of Bidder's Profile

(To be submitted along with Technical bid on Company letterhead)

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

Serial 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 attach annexures 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)
	2018-19		
	2019-20		
	2020-21		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)	

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

 Dated this........ Day of 2021
(Signature)

(In the capacity of)

7.4   Annexure 4 – Eligibility / Technical Criteria Documentation

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

Eligibility/Technical Criteria Documents to be submitted online

No	Criteria	Compliance (Yes/No)	Details of Proof Attached
T1	Certifications: Any ISO or CMM level-3 certification or above for Software Development area.		
T2	The bidder is a company/firm incorporated in India and should be in existence in India for a minimum of five years on the date of RFP issue date		
T3	The Bidder should have Average annual turnover from IT System Implementation, Operation and Maintenance project in last three financial years (FY 2018- 19, 2019-20, 2010-21). Product Revenues will not be considered		
T4	Experience of executing IT Software Development and Maintenance Experience in BFSI domain projects, execution in last 05 years (In case of ongoing project, work order issued before above mentioned cut-off date will also be considered)		
T5	Experience in implementation and operations of India BFSI domain applications in terms of value for overall projects in the last 5 years		
T6	The Bidder should have Developed/Maintained at least three D2K or J2EE or .Net based projects (each order value of Rs.50 lakhs or above in last 5 years)		
T7	Any Value Added services Provided by the Bidder which can be utilized by SHCIL. E.g. Any Automation tools, frameworks etc. which assists in faster application development or aids in better maintenance work activity		
T8	Average Attrition Rate over the past 3 years		

Dated this........ Day of 2021

(Signature)

(In the capacity of)

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

![StockHolding logo - We look after everything]

7.5 Annexure 5 – Commercial Bid Format

Format for Commercial Bid (Quote price excluding all applicable taxes)
To be provided in Microsoft Excel File Format

Description	SE-1 (3-5 yrs Exp.)	SE-2 (5-8 yrs Exp.)
Rate Card		
Total Cost = Z	As per formula mentioned in Sec 4.3	

** Applicable GST/Taxes at actual as per prevailing rate as per Govt. notification

Dated this........ Day of 2021

(Signature)

(In the capacity of)

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

7.6   Annexure 6 – Integrity Pact

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

(_____ Name of the Department / Office) RFP REF No. IT-10/2021-22 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, Stock Holding Corporation of India Limited ., 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. 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
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 (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.

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 (RFP) 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 disfavour 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 the be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

7. 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.

8. 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.

9. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

10. 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.

11. 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.

12. 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.

13. 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 (RFP).

14. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.

15. 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.

16. 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.

17. 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

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 (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.

2. 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.

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 (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.

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 (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) 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 (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 or any of his Sub-Contractor's Tender (RFP) 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 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.

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 Corporation of India 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 (RFP).

2. 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.

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 (RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITHNESS 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:-

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(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.

7.7   Annexure 7 – Reference Checks

Atleast 3 References should be provided which should be in the last 5 years preceding to the year starting FY2020-21

Sr. No	Attributes	Details
1	Name of the Contact Person	
2	Designation	
3	Company Name	
5	Address of the Company	
6	Contact Details	
8	Services provided to the company	

*This is not a Mandatory Document

Dated this........ Day of 2021

(Signature)

(In the capacity of)

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

7.8   Annexure 8 – Pre-Bid Query Format

Sr. No	Section & Clause Ref. No./Annexure No	Page No/ Pt. No	RFP text	Query	Response to query (to be left blank by Bidder)

*This is not a Mandatory Document

7.9   Annexure 9 – Deviations

Sr. No	Page No	RFP Section No.	Point as stated in the RFP document	Comment/ Suggestion/ Deviation Detailed Explanation about deviation, if not complied

*This is not a Mandatory Document