

**REQUEST FOR PROPOSAL FOR BULK PROCUREMENT, INSTALLATION
&
MAINTENANCE OF DESKTOPS**



Stock Holding Corporation of India Limited
(*Stock Holding*)



RFP Reference Number: IT-01/2022-23

Date: 19.Apr.2022

**REQUEST FOR PROPOSAL FOR BULK PROCUREMENT, INSTALLATION & MAINTENANCE
OF DESKTOPS**

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stock Holding Corporation of India Limited (*Stock Holding*), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by *Stock Holding* to any parties other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. *Stock Holding* makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. *Stock Holding* may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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RFP Document Details

Name of Organisation	Stock Holding Corporation of India Limited
RFP Reference No.	IT-01/2022-23
Requirement	<p>Bulk Purchase of Supply, Installation and Maintenance of Desktops</p> <p>Quantity Details for Desktops: The requirement is for following number Desktops:</p> <ol style="list-style-type: none"> 1. Core i3 Desktop – 122 numbers + (Plus) contingency of 50 desktops 2. Core i5 Desktop – 400 numbers + (Plus) contingency of 100 desktops <p>Additionally, Successful Bidder should also maintain a contingency 100 numbers of i5 desktops and 50 numbers of i3 desktops for the period of 06 (Six) months from the date of issuance of Purchase Order.</p>
Interest free Earnest Money Deposit (EMD)	Rs.3,00,000/- (Indian Rupees Three Lakh Only) by way of RTGS/NEFT to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT on/or before 04-May-2022 Stock Holding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004 bidders with MSME certificate are exempted for providing EMD. Please share the UTR details to us on below mentioned email address.
Date of issue of RFP document	19-Apr-2022
Pre-bid online meeting	Pre-bid meeting (Online) at 26-Apr-2022@ 10:30 Hrs. To participate, please send your request to prit@stockholding.com on or before 25-Apr-2022, @ 14:00 Hrs
Email Address	PRIT@stockholding.com
Date and Time of submission of online technical bid with proposed Models and commercial (indicative price) bids	04-May-2022 @ (10:00 to 18:00 Hrs)
E-bidding to be facilitated by	M/s e-Procurement Technologies Ltd.(ETL), Ahmadabad, on behalf of Stock Holding Corporation of India Limited
Date of Opening Technical Bid	05-May-2022 @ (12:00 Hrs). To participate, please send your request to prit@stockholding.com on or before 04-May-2022, @ 14:00 Hrs
Address for online submission of bids	Bid must be submitted online on https://stockholding.auctiontiger.net
Date for Commercial (Indicative Price) bids opening	10-May-2022 @ (12:00 Hrs). Request will be sent only to Technical Eligible bidders on or before 09-May-2022, @ 14:00 Hrs

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Date of Reverse Auction	A. Core i5 Desktop (Type-01) - 17-May-2022 @ (11:00 Hrs) B. Core i3 Desktop (Type-02) - 17-May-2022 @ (16:00 Hrs)
Contact Details of M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad	Technical Support contact details : Call : +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566 e-mail: support@auctiontiger.net

This bid document is not transferable

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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.

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 bidders are requested to note that they cannot make their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

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

Objective of the RFP

Objective of this RFP is to procure bulk Desktops with a Bidder for supply, installation and maintenance of desktop/computer hardware listed in this RFP. This is applicable for all offices of Stock Holding Corporation of India Ltd. (StockHolding) across India as per list mentioned in **Annexure-11**.

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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.**

Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with full understanding of its Implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or submission of Bid not as per

RFP requirements will be at the bidder's risk and may result in rejection of the bid and the decision of *Stock Holding* in this regard will be final and conclusive and binding.

Cost of Bidding:

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

Clarifications regarding RFP Document:

- 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 *Stock Holding* for necessary clarifications.
- A bidder may obtain clarification for their queries on this RFP via email to PRIT@stockholding.com
- *Stock Holding* shall not be responsible for any external agency delays.
- *Stock Holding* reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- At any time before the deadline for submission of bids / offers, *Stock Holding* may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
- It may be noted that notice regarding corrigendum/addendums/amendments/response to bidders' queries, etc., will be published on *Stock Holding's* website only. Prospective bidders shall regularly visit *Stock Holding's* same website for any changes/development in relation to this RFP.
- *Stock Holding* 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 *Stock Holding*.
- *Stock Holding* 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 *Stock Holding* shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

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Requirement details with Terms & Conditions

(1) Eligibility Criteria:

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected. **Criteria (Documents to be submitted online along with Technical Bid)**

SN.	Criteria	Documents to be submitted by bidder / OEM
1	The bidder is a company/firm incorporated in India having Annual Turnover of at least Rs. 50 Crores in previous three financial years i.e. 2018-19, 2019-20, and 2020-21. This must be individual company turnover and not group of companies.	Relevant documents of registration and copy of audited balance sheet of company/firm
2	The bidder should be the OEM or partner of the OEM for the quoted desktops	The bidder should provide Manufacturer's Authorization Letter (MAF)
3	The bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body for any reasons.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
4	The bidder should be in operating profit in the last three audited financial years i.e. 2018-19, 2019-20, and 2020-21.	Copy of audited balance sheet of the company /firm showing the same should be submitted
5	OEM should be top 3 OEMs in Gartner report/Press release for Quarter4 year 2021 for market share and shipment for PCs (Desktop/Laptop)	OEM will provide letter Confirming Market Share & Shipments for PCs (Desktops/Laptops) in the Gartner report/Press Release for Quarter 4 of year 2021 https://www.gartner.com/en/newsroom/press-releases/2022-01-12-gartner-says-worldwide-pc-shipments-declined-5-percent-in-fourth-quarter-of-2021-but-grew-nearly-10-percent-for-the-year
6	The bidder should have experience on supply of minimum 300 Desktops/Laptops under contract of Computer Hardware to single customer (Government/enterprise/corporate customers) in India during last three financial Years	Relevant document should be attached and signed by Authorised signatory
7	OEM/Bidder should have minimum 3 years of experience of supply, installation and Maintenance of desktops/laptops	Self-declaration from OEM/bidder on their letter head duly signed by authorised signatory

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8.	Bidder to abide by labour laws, human rights and regulations in their regions of business. Bidder to adhere to laws addressing child, forced or trafficked labour	Self-declaration from bidder on their letter head duly signed by authorised signatory
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(2) Validity of bid:

Bid should be valid for a minimum period of **60 days** in the event of delay in issuance of Purchase Order (PO) by StockHolding.

(3) Location(s) for delivery, installation and support:

StockHolding existing branches as on date and any new branches any-where in India.

Refer **Annexure - 11** for a list of State wise branch offices in India.

(4) Delivery:

Within 4 to 6 weeks from the date of purchase order(s)

Short shipment or part shipment will be considered as delayed delivery

(5) Installation Time:

Within 2 weeks from the date of delivery.

(6) Warranty:

4-years of comprehensive on-site warranty and Support for NBD Resolution

(7) Maintenance Support Duration:

Comprehensive On-site for Hardware, installation / re-installation support for Operating System due to OS corruption or Hard Disk Drive failure during the warranty period

(8) Response Time:

Same or Next Business Day (NBD) from the time of problem reported for the supplied & installed desktops during entire warranty period

(9) Resolution Time:

For Metros Cities: Next Business Day (NBD) from the time the problem was reported for the supplied & installed desktops during entire warranty period during 9:00 a.m. to 6:00 p.m.

For Other than Metros Cities: Second Business Day (2BD) from the time the problem was reported for the supplied & installed desktops during entire warranty period during 9:00 a.m. to 6:00 p.m.

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(10) Payment Terms:

(a) 70% payment on delivery and on submission of original tax invoice and delivery challan duly certified by StockHolding branch officials, and 4-years warranty confirmation should be reflected on product OEM portal for the warranty of procured desktops. Bidder should provide softcopy of worksheet of serial numbers for the supplied desktops w.r.to respective location(s)

(b) Balance 30% payment against 4-years warranty confirmation and on installation and submission of installation report(s) for the supplied desktops from the bidder on their letter head mentioning the serial numbers of desktops along-with submission of Performance Bank Guarantee (this will be 10% of the PO value) from banks other than co-operative banks has already been submitted along with acceptance of the PO issued by StockHolding.

All the above documents are to be submitted at SHCIL House, Mahape office for payment purpose.

(11) Taxes & levies:

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

(12) Refund of Earnest Money Deposit (EMD):

(a) EMD will be refunded through NEFT to the successful bidder on providing (a) an acceptance confirmation against the PO issued by StockHolding and (b) submission of Performance Bank Guarantee and should be valid for 30 days beyond the 4 years of warranty period

(b) In case of unsuccessful bidders, the EMD will be refunded to them through NEFT within 15 days

(12) Scope of Work (SOW) / Service Level Agreement (SLA) for Maintenance Support during Warranty:

Bidder should provide following scope for providing comprehensive on-site support during warranty:

(a) All supplied desktops must contain licenced factory installed Microsoft Windows 10 Professional Pro 64 bit with the custom image provided by StockHolding before delivery. Bidder must ensure that all devices provided comply with model specification for which contract has been awarded. Bidder will deliver desktop(s) at the required location(s) as per time lines of delivery & installation.

(b) Successful Bidder and/or product OEM shall warrant that all goods supplied are new, unused and of the most recent or current models and shall incorporate all latest improvements in design and materials. Successful Bidder and product OEM should further warrant that the goods supplied should have no defect arising out of faulty design, inadequate and or inferior materials or workmanship or from any act of omission of the successful bidder, when used under normal use of the supplied goods in the conditions prevalent in India. Further, bidder and/or product OEM undertake to replace equipment, if found faulty during installation, within 7 days at no extra cost to *StockHolding*. Failing this, *StockHolding* may, at its discretion recover the amounts paid towards the equipment. Also successful bidder and product OEM should stock necessary equipment(s) for resolution of problem.

(a) Successful bidder/OEM should deploy their technical staff for installation for each of the desktops includes installation, configuration of applications, and migration of existing data (work) files from old desktops system to supplied desktops and spread across the designated locations as per the details provided by *StockHolding* through their direct offices / authorized channel partners in India from product OEM.

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- (c) Successful bidder and/or product OEM will undertake to install all the desktops at the required locations.
- (d) The installation reports should be duly filled up by the Engineer who installs the desktop and submit to *StockHolding* with the signature of the StockHolding Employee and stamp of the recipient branch. It is mutually agreed that this installation report will be the main document for future reference. The day on which the user signs the report will be considered as the date of installation.
- (e) *StockHolding* will log telephonic and/or e-mail complaints at the designated of Successful bidder and/or to product OEM as per the respective contact details provided for the technical support for problem resolution. Successful bidder should appoint trained & qualified workforce through their direct offices / authorized channel partners from product OEM to resolve the complaints. Successful bidder and/or product OEM should provide a call number (docket number) for each of the calls logged to them.
- (f) During the warranty period, for any hardware failure, bidder and/or product OEM will respond and resolve the problem as per timelines specified for response and resolution clause. During the warranty period if the Operating System (OS) problem arises, bidder will install, re-install, configure, re-configure OS with the required patches, fixes, service pack(s), updates, upgrades etc. During entire warranty period, successful bidder/OEM will provide support for OS & Motherboard drivers installation / re-installation / reconfiguration at site due to OS corruption or hard disk drive failure which attract OS & Motherboard drivers installation.
- (g) In case desktop need to be sent to the repair center (if needed) by the persons authorized by bidder and returned to the location at their expense. On such cases *StockHolding* will not bear the freight, labor charges or any other charges during warranty period.
- (h) In case of failure of SSD drive desktop(s), *StockHolding* will retain the failed SSD drive during the warranty period and failed SSD will not be given to bidder. Bidder will provide new SSD against the failed SSD during the warranty for such cases.
- (i) Successful Bidder hereby agrees to 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 in respect of all the equipment offered by the bidder.
- (j) In case of replacement, successful Bidder and/or product OEM will provide desktop with equivalent or higher specifications for in case if the existing model is not available during warranty period.
- (k) All accessories must be provided directly by the OEM and must adhere to quality standards equivalent to quality and class of device provided. Connectors/adapters if provided must ensure that these do not in any way adversely impact the performance standard of any component and/or the device as a whole.
- (l) Comprehensive On-site for Hardware, installation / re-installation support for Operating System due to OS corruption or Hard Disk Drive failure during the warranty period
- (m) Data Migration from old existing Hard Disk Drive(s) to Hard Disk Drive supplied with Desktop PC.
- (n) Successful bidder will make their technical staff available on call to *StockHolding* on a 9:00 a.m. to 6:00 p.m. basis for resolution of any problem about supplied & installed desktops as per location(s) mentioned in the respective purchase order(s).
- (o) Successful Bidder will do Data Migration from existing branch desktop PCs (HDD) to supplied Intel Core-i5 Desktop PCs

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(13) Penalty:

- (a) Penalty at minimum 0.5% of the purchase value per equipment per day subject to maximum of 5% may be levied for delay on undelivered equipment or part thereof on delayed delivery beyond delivery schedule

- (b) Penalty at minimum 0.5% of the purchase value per equipment per day subject to maximum of 5% may be levied beyond installation schedule on un-installed equipment for delay or part thereof in delayed installation
- (c) Penalty at minimum 1% of purchase order value of each equipment per day delay in adhering to SLA terms for the response, resolution and support as mentioned in Scope of Work and SLA may be levied subject to maximum of 10% of the Purchase Order Value and will be recovered from the PBG

- (d) *StockHolding* reserves the right to invoke the Bank Guarantee in case of any breach of SLA, problem resolution, implementation commitments.

- (e) However, the penalty may / will be waived off for Non-Adherence to SLA due to reasons mentioned in the Force Majeure or because of delays attributable to *StockHolding*. In such case(s) the bidder should notify *StockHolding* of the reasons for the delay within reasonable timelines.

(14) Bids Preparation and Submission Details:

1. Technical Bid (Annexure - 3)

- a. The bidder will submit the Technical Bid and bidders profile online on <https://stockholding.auctiontiger.net> as per (Annexure – 1 & 2)
- b. OEM/bidder will need to submit their proposed models with details in technical bid. *StockHolding* at its sole discretion shall shortlist eligible models proposed in technical bid. Reverse Auction shall be carried out only for those models shortlisted by *StockHolding* from the technical bid submission
- c. Bidder should also submit scan copy of cancelled cheque.
- d. There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected.
- e. No indications pertaining to price or commercial terms should be made in the Technical Bid submission. If any price indications are made, then the bids is liable to be rejected.
- f. No open ended / conditional bid shall be entertained and is liable for rejected

2. Commercial (Indicative Price) Bid

- a. The bidder will submit Commercial (Indicative Price) Bid online on <https://stockholding.auctiontiger.net> as per the format given (refer Annexure - 4)
- b. The final price (L1) will be decided only on successful completion of the Online Reverse Auction.

3. Submission of Bids

- a. The required documents for Eligibility Criteria and Technical Bid, Commercial (Indicative Price) Bid must be submitted (uploaded) online on <https://stockholding.auctiontiger.net>. Technical Bid and Commercial

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(Indicative Price) Bid should be complete in all respects and contain all information asked for in this RFP document

- b. If Interest Free Earnest Money Deposit (EMD) is not submitted by bidder / received by *StockHolding* in the form of NEFT prior to the last date of submission of bids as mentioned in this RFP, bidder will not be eligible to participate in this RFP.
- c. Any bidder who claims exemption from submission of EMD must submit valid MSME/NSIC authorities approved and or issued government certificate online.
- d. The offer should be valid for a period of at least 90 days from the date of submission of bid
- e. The bidder shall fulfil all statutory requirements as described by the law and Government notices. The bidder shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify *StockHolding* against all such liabilities, which are likely to arise out of the bidders failure to fulfil such statutory obligations
- f. The bidder shall be solely responsible for any injury, damage, accident to the workman employed by the bidder for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its deployed resources.
- g. No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bid shall not be considered.
- h. All employees engaged by The bidder shall be comprehensively insured for accidents and injuries by the bidder at his/her/their cost
- i. The Interest free EMD should be deposited in *StockHolding*'s bank account on or before **19-Apr-2022**.
- j. Bidders are advised to submit their online Technical and commercial (Indicative Price) bids well before last date of submission.
- k. There may not be any extension(s) to the last date of online submission of Technical and commercial (Indicative Price) bids. This will be at the sole discretion of *StockHolding*

4. Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. The eligibility bid submitted by the bidder will be evaluated against the eligibility criteria set forth in the RFP. The bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of *StockHolding* would be final and binding on all the bidders to this document. *StockHolding* may accept or reject an offer without assigning any reason what so ever. The bidder is required to comply with the requirement mentioned in the RFP.

- a. Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- b. Bid must be accompanied by Earnest Money Deposit details as specified in the bid document.
- c. The information provided by the bidders in response to this RFP document will become the property of *StockHolding*.
- d. The Bids without Earnest Money Deposit / NSIC or MSME valid certificate will not be accepted and will be rejected outright.

5. Online Reverse Auction

- a. In case, only one Bidder is technically qualified, no reverse auction will take place.
- b. *StockHolding* reserves the right to negotiate price

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- with the lone Bidder or
- With the L1 Bidder in exceptional circumstances like quote of unrealistic or unjustified prices in Reverse Auction

(15) Force Majeure:

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

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

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

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

(16) Dispute Resolution:

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

(17) Right to alter RFP:

- (a) StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- (b) StockHolding reserves the right to cancel the RFP/contract.
- (c) StockHolding reserves the right to purchase similar device from anyone else within contractual period should the need arise at same rate.

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(d) StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever.

StockHolding's decision in this regard will be final and binding on all bidders.

(18) No Commitment to accept lowest or any other bid (RFP):

StockHolding shall be under no obligation to accept the lowest or any other offer received in response to this tender (RFP) notice. *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. When *StockHolding* makes any such rejection, *StockHolding* will not be bound to give any reason and/or justification in this regard to the bidder.

(19) Integrity Pact:

The bidder will have to enter into an Integrity Pact with StockHolding Corporation of India Limited. The format (text) for the Integrity Pact is provided as **Annexure - 7**. The bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory.

(20) Non-Disclosure Agreement (NDA):

The successful bidder will sign a Non-Disclosure Agreement (NDA) with Stock Holding Corporation of India Limited. The draft text of the NDA will have to be approved by legal department of Stock Holding Corporation of India Limited

(21) Indemnify

The bidder should hereby 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 in respect of all the equipment offered by the bidder. Any publicity by bidder in which name of *StockHolding* is used should be done only with the explicit permission of *StockHolding*.

(22) Exit clause

StockHolding reserves the right to terminate this Agreement by giving 1 month notice, if it is not satisfied with the Services. Reasonable number of incidents of the non-performance of the obligations by the bidder as per this Agreement will be provided before the termination notice is served on the bidder. In case of termination, payments due till the date of termination only would be paid. Balance payment for remaining Agreement Term will not be paid to the bidder.

(23) Order Cancellation

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

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(24) Sub-Contracting

No Sub-Contracting is allowed for this RFP.

(25) Bank Guarantee (BG)

Successful Bidder shall, at own expense, deposit with the StockHolding, within seven (7) days on issuance of PO, a Bank Guarantee (BG) for the value of 10% of total Purchase Order value from banks other than co-operative banks. This Bank Guarantee shall be valid up to 30 days beyond the completion of the contract period (Successful Installation followed by 4 years of warranty period).

Bank Guarantee may be discharged / returned by StockHolding upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Bank Guarantee.

Stockholding reserves the right to invoke the BG in the event of non-performance by the Supplier/OEM.

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Annexure – 1 - Details of Bidder’s Profile

(To be submitted along with technical bid on Company letter head)

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

Sl. No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please mention for all states)		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai(if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID.		
7	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)	
	Details of Reference Customer		
	Customer Name and Contact No.	Brief Details of hardware supplied	PO number and Date(Attached PO with masked price)
	1		
	2		
3			
4			

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

Dated this..... Day of 2022

(Signature)

(In the capacity of)

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

Note:

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

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Annexure – 2 - Eligibility Criteria

SN.	Criteria	Documents to be submitted by bidder / OEM
1	The bidder is a company/firm incorporated in India having Annual Turnover of at least Rs. 50 Crores in previous three financial years i.e. 2018-19, 2019-20, and 2020-21. This must be individual company turnover and not group of companies.	Relevant documents of registration and copy of audited balance sheet of company/firm
2	The bidder should be the OEM or partner of the OEM for the quoted desktops	The bidder should provide Manufacturer's Authorization Letter (MAF)
3	The bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body for any reasons.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
4	The bidder should be in operating profit in the last three audited financial years i.e. 2018-19, 2019-20, and 2020-21.	Copy of audited balance sheet of the company /firm showing the same should be submitted
5	OEM should be top 3 OEMs in Gartner report/Press release for Quarter 4 year 2021 for market share and shipment for PCs (Desktop/Laptop)	OEM will provide letter Confirming Market Share & Shipments for PCs (Desktops/Laptops) in the Gartner report/Press Release for Quarter 4 of year 2021 https://www.gartner.com/en/newsroom/press-releases/2022-01-12-gartner-says-worldwide-pc-shipments-declined-5-percent-in-fourth-quarter-of-2021-but-grew-nearly-10-percent-for-the-year
6	The bidder should have experience on supply of minimum 300 Desktops/Laptops under contract of Computer Hardware to single customer (Government/enterprise/corporate customers) in India during last three financial Years	Relevant document should be attached and signed by Authorised signatory
7	OEM/Bidder should have minimum 3 years of experience of supply, installation and Maintenance of desktops/laptops	Self-declaration from OEM/bidder on their letter head duly signed by authorised signatory
8.	Bidder to abide by labour laws, human rights and regulations in their regions of business. Bidder to adhere to laws addressing child, forced or trafficked labour	Self-declaration from bidder on their letter head duly signed by authorised signatory

(Documents to be submitted online along with Technical Bid)

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Note:

1. Letter of Authorization shall be issued by either Managing Director having related Power of Attorney issued in his favour or a Director of the Board for submission of Response to RFP
2. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
3. Bidder response should be complete, Yes/No answer is not acceptable.
4. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

Dated this..... Day of 2022

(Signature)

(In the capacity of)

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

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Annexure – 3 – Technical Bid

Technical Specification of Desktop for Intel Core-i5 – (Type-01)

Sr. No	Component	Our Requirement (Intel Based)	Compliance (Y/N)	Deviation (if any)
1	Model & Make			
2	URL for Verification			
3	Cabinet	Micro Tower with power cord		
4	Processor	Intel Core-i5 i5-10500 3.1 GHz VPro Processor 10th Generation (VPro full featured support) or higher VPro processor,		
6	Chipset	Intel Q470 Chipset or higher/better with VPro full featured support		
7	Memory	8 GB DDR4 2666 MHz or higher FSB RAM, upgradeable up to 32 GB with minimum 2 DIMM slots / sockets ((1 x 8 GB DDR4 populated in Single Memory Slot)		
8	Memory Slots	Minimum 2 DIMM Slots for Memory		
9	Graphics Adapter	Integrated UHD Graphics		
10	Display Port	1 x VGA, 1 x DP / HDMI		
11	Monitor	OEM make 19.5" LED (should be same as quoted for a desktop brand) should be TCO certified with required cables & power cord		
12	Hard Disk Drive / Internal Storage	512 GB PCIe NVMe SSD with interface cable and power connector AND Populated power connector for additional 3.5" SATA HDD/Device		
13	SATA Ports	Minimum 2 SATA 6.0Gb/s SATA device ports		
14	Bay for SATA device	Bay 1 x 3.5" for required Internal SATA Hard Disk Drive		
15	Keyboard	OEM make Wired USB 104 keys keyboard (should be same as quoted for a desktop brand)		
16	Mouse	OEM make Wired USB Optical Mouse with Mouse Pad (should be same as quoted for a desktop brand)		
17	Network Adapter	10/100/1000 Mbps Integrated Ethernet Controller with Wake on LAN support		
18	Security	Hardware TPM 2.0 or above, Chassis Lock Support		
19	Power Supply	180 Watt, Auto Power Sensing, Minimum 85% efficiency		

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20	Ports	Min 4 USB Port, 2xUSB2.1 & 2xUSB3.1, 1xMicrophone / Headphone 1xEthernet (RJ-45), 1xVGA, DP/HDMI Port audio in/out, Headphone and Microphone jack, 1 PCIe x 16, 1 PCIe x 1		
21	Operating System	Windows 10 Pro 64bit (Original Factory installed OEM license) with OS OEM media, should be upgradable to Windows 11 Pro 64bit without upgrading hardware. All supplied Desktops must contain a licensed factory installed Microsoft Windows 10 Professional pro 64-bit with the custom image provided by stockholding before Delivery.		
22	OS Support	Comprehensive On-site for Hardware, installation / re-installation support for Operating System due to OS corruption or Hard Disk Drive failure during the warranty period		
23	OS Image	OEM has to provide OS image / partition for OS recovery in case of OS corruption for Intel Endpoint Management Engine Platform using vPro supported features		
24	Data Transfer	Vendor has to do data transfer from hard disk of existing Desktop PC to supplied Desktop PC. Vendor should provide SATA Cable & Power Connector for SATA Hard Disk Drive for Data Transfer		
25	Energy Efficient	ENERGY STAR, EPEAT Registered		
26	Warranty	4-years of comprehensive on-site warranty and Support for NBD Resolution for Metro Cities and 2BD for other than Metro Cities		
27	Warranty confirmation	OEM and Vendor has to provide confirmation on Letter Head for 4-years comprehensive on-site warranty for the supplied Desktop PCs with above terms & conditions		
28	Factory OS original OEM license confirmation	Vendor has to provide confirmation on Letter Head confirming that the supplied Desktop PCs are certified & configured with factory installed OEM license of Windows 10 Pro 64bit.		

Note: StockHolding will provide the Image for Windows 10 for the above model.

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Technical Specification of Desktop for Intel Core-i3 – (Type-02)

Sr.No	Component	Our Requirement (Intel Based)	Compliance (Y/N)	Deviation (if any)
1	Model & Make			
2	URL for Verification			
3	Cabinet	Micro Tower with power cord		
4	Processor	Intel Core-i3 i3-10100 or above / higher generation		
5	Chipset	Intel Chipset (Q Series)		
6	Memory	8 GB DDR4 2666 MHz or higher FSB (1 x 8 GB DDR4 populated in Single Memory Slot)		
7	Memory Slots	Minimum 2 DIMM Slots for Memory		
8	Graphics Adapter	Integrated UHD Graphics		
9	Display Port	1 x VGA, 1 x DP / HDMI		
10	Monitor	OEM make 18.5" LED (should be same as quoted for a desktop brand) should be TCO certified with required cables & power cord		
11	Hard Disk Drive / Internal Storage	1 TB 7200 RPM SATA Hard Disk Drive		
12	SATA Ports	Minimum 2 SATA 6.0Gb/s SATA device ports		
13	Bay for SATA device	Bay 1 x 3.5" for required Internal SATA Hard Disk Drive		
14	Keyboard	OEM make Wired USB 104 keys keyboard (should be same as quoted for a desktop brand)		
15	Mouse	OEM make Wired USB Optical Mouse with Mouse Pad (should be same as quoted for a desktop brand)		
16	Network Adapter	10/100/1000 Mbps Integrated Ethernet Controller		
17	Security	Hardware TPM 2.0 or above, Chassis Lock Support		
18	Power Supply	180 Watt, Auto Power Sensing, Minimum 85% efficiency		
19	Ports	2 x 2.0 or above, 2 x 3.1 or above, 1 PCIe x 16, 1 PCIe x 1, 1 x RJ45, 1 x VGA, 1 x DP/HDMI, 1 x Mic, 1 x Audio (Sound Out)		
20	Operating System	Windows 10 Pro 64bit (Factory Pre-installed Licensed copy) should be upgradable to Windows 11 Pro 64bit without upgrading hardware		
21	OS Image	OEM has to provide OS image / partition for OS recovery in case of OS corruption		
22	Energy Efficient	ENERGY STAR, EPEAT Registered		

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23	Warranty	4-years of comprehensive on-site warranty and Support for NBD Resolution for Metro Cities and 2BD for other than Metro Cities		
24	Warranty confirmation	OEM and Vendor has to provide confirmation on Letter Head for 4-years comprehensive on-site warranty for the supplied Desktop PCs with above terms & conditions		
25	Factory OS original OEM license confirmation	Factory Pre-installed OEM License,		

Note:

- a. Vendor has to provide confirmation on Letter Head confirming that the supplied Desktop PCs are certified & configured with factory installed OEM license of Windows 10 Pro 64bit.
- b. The bidder must mention in details about the product being offered in lieu of the specified specifications and not by simply mentioning “Complied” or “Yes/No”. Responses should be with detailed proposed specification along with justification on offered specification for both the cases whether complied or non-complied against asked specification in the above sheet.

During the warranty period if the problem arises with operating system then bidder will install / re-install / configure / re-configure Operating system with required patches / fixes / service packs / updates / upgrades / device drivers etc. at site

Dated this..... Day of 2022

(Signature)

(In the capacity of)

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

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Annexure - 4 - Commercial (Indicative price) bid format

Core i5 Desktop (Type-01)

SI	Requirement	Unit Price (Rs.) in INR
1.	Quoted Desktop i5-Model (Type -1) with 4 years comprehensive onsite warranty and support	

Core i3 Desktop (Type-02)

SI	Requirement	Unit Price (Rs.) in INR
1.	Quoted Desktop i3-Model (Type -2) with 4 years comprehensive onsite warranty and support	

Note: Above prices should be exclusive of taxes & levies

Indicative Price (Commercial) Bid

- a. The vendor (bidder) will submit Indicative Price (Commercial) Bid online on **<https://stockholding.auctiontiger.net>** as per the format given.
- b. The final price (L1) will be decided only on successful conclusion of the Online Reverse Auction.
- c. The date and time of the Online Reverse Auction (RA) will be intimated to the eligible bidders / vendors. StockHolding reserves the right to conduct product-wise reverses auctions or a single reverse auction for all products (consolidated).

Dated this..... Day of 2022

(Signature)

(In the capacity of)

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

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Annexure - 5 - Interest free Earnest Money Deposit (EMD) Format OR MSME/NSIC for Desktop

PAN & GST number of bidder	Bank Name & branch address ,IFSC code	Bank account number	EMD amount paid in INR	UTR No. / MSME/NSIP document no	Date of Payment (NEFT)	Document MSME/NSIC / EMD Bank receipt to be uploaded
1.						

Dated this..... Day of 2022

(Signature)

(In the capacity of)

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

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Annexure - 6 - Covering Letter-1

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

(_____ **Name of the Department / Office**) **RFP No: IT-01/2022-23 dated 19-Apr-2022 for** _____

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, *Stock Holding* ., a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. Babasaheb R. Ambedkar Road, Parel, Mumbai – 400012 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. _____ (with complete address and contact details) represented by Shri _____ (i.e. s (bidders) hereinafter called the '**Counter Party**') which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India. **NOW THEREFORE**, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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- 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 / *Stock Holding* 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 / *Stock Holding* 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 / *Stock Holding* for forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal / *Stock Holding*.
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 / *Stock Holding* 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 / *Stock Holding* or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor

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has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

7. The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at Annexure 6. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at Annexure.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of *Stock Holding* /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / *Stock Holding* as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / *Stock Holding*, or alternatively, if any relative of an official / employee of Principal / *Stock Holding* 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).
15. The term `relative` for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / *Stock Holding*
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (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 / *Stock Holding* 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 / *Stock Holding*. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / *Stock Holding*.

2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / *Stock Holding*'s absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / *Stock Holding* may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / *Stock Holding*.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner / *Stock Holding* may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

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

1. Forfeiture of EMD / Security Deposit : If the Principal / *Stock Holding* / 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 / *Stock Holding* / Owner apart from exercising any legal rights that may have accrued to the Principal / *Stock Holding* / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
2. Criminal Liability: If the Principal / Owner / *Stock Holding* 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 / *Stock Holding* has substantive suspicion in this regard, the Principal / *Stock Holding* / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

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

1. The Principal / *Stock Holding* / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
2. The Principal / *Stock Holding* / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / *Stock Holding* 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 / *Stock Holding* 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.

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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, Stock Holding Corporation of India Limited.
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 / *Stock Holding* / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 5 crore or more, the Principal / *Stock Holding* / 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 /*Stock Holding* 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, *Stock Holding*. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / *Stock Holding* and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, *Stock Holding* Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO & MD, *Stock Holding* 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 *Stock Holding*

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the *Stock Holding* /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 / *Stock Holding* in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

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IX. Legal and Prior Rights

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

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

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

(For and on behalf of Bidder / Counter Party / Contractor)

WITNESSES:

- 1. _____ (Signature, name and address)
- 2. _____ (Signature, name and address)

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

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Annexure - 7 - Covering Letter on bidder's letterhead (Annexure of Integrity Pact)

Date:

To,

Sub: RFP No: **IT-01/2022-23 dated 19-Apr-2022** for Bulk Procurement, installation & Maintenance of Desktops.

Dear Sir,

DECLARATION

Stock Holding Corporation of India Limited (*Stock Holding*) hereby declares that *Stock Holding* has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. ----- dated ----- and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (RFP) (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender (RFP) documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the *Stock Holding*

Yours faithfully,

For and on behalf of Stock Holding Corporation of India Limited (Authorized Signatory)

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Annexure - 8 - Compliance Statement
(To be submitted along with technical bid)

Subject: RFP for Bulk Procurement, installation & Maintenance of Desktops

Ref: RFP No: **IT-01/2022-23 dated 19-Apr-2022**

DECLARATION

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

Sr. No.	Item / Clause of the RFP	Confirmed and Accepted by Bidder (Yes / No)
1	Eligibility Criteria	
2	Service Level Agreement (SLA) / Scope of Work	
3	Non-Disclosure Agreement	
4	Payment Terms	
5	Bid Validity, Order Cancellation, Exit Clause	
6	StockHolding's Right to alter RFP	
7	No Commitment from StockHolding to Accept Lowest or Any Other Bid (RFP)	
8	Force Majeure	
9	Integrity Pact	
10	All General & Other Terms & Conditions in the RFP	
11	Requirement with terms and conditions	
12	Bid Formats Technical & commercial (Indicative Price) Bid	
13	Annexures in the RFP	

Dated this..... Day of 2022

(Signature)

(In the capacity of)

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

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Annexure – 9 - Letter of Acceptance
(To be submitted along with Technical Bid)

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

Dear Sir,
Sub: RFP no: **IT-01/2022-23 dated 19-Apr-2022** for Bulk Procurement, Installation & Maintenance of Desktops.

With reference to the above RFP, having examined and understood the instructions, annexures, terms and conditions forming part of the RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for the entire Agreement Period from the date of the offer.

We also understand and accept that Stockholding can modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that *Stock Holding*'s decision in this regard will be final and binding on us.

We also accept that *Stock Holding*'s decisions with reference to this RFP pertaining to evaluation process of bidder responses will be final and binding on us. We also understand and accept that no queries will be entertained in this regard by *Stock Holding*.

Stock Holding is not bound to accept the lowest or any bid received by *Stock Holding*, and it may reject all or any bid. If our bid is accepted, we are responsible for the due performance of the contract.

Dated this..... Day of 2022
(Signature)
(In the capacity of)
Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

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Annexure – 10 - Manufacturer Authorisation Format

(To be submitted on OEM's letter head)

Ref:

Date:

To

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

Dear Sir,

Sub: Manufacturer Authorisation for RFP No: IT-01/2022-23 dated 19-Apr-2022

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

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

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

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

<OEM Name

<Authorised Signatory with Stamp>

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Annexure - 11 - Location Details

SN.	Region	Branch /Location	i3 - Desktop (Type-02)	i5 - Desktop (Type-01)
1	Tamil Nadu Region	Coimbatore (3), Erode (2), Karaikudi (2), Karur (2), Madurai (3), Salem (3), Trichy (4), Tuticorin (2), Annanagar (1), Parrys (9), Pondicherry (3), TNagar (3), Mylapore (2), Tambaram (1), Adyar (4), Porur (2)	0	46
2	Kerala Region	Calicut (2), Kochi (4), Kollam (2), Kottayam (3), Trivandrum (3)	0	14
3	Maharashtra	Mahape Derivative (5)	0	5
4	Maharashtra	Fort (29), Mumbai and Mahape (Navi-Mumbai)-174	0	203
5	Chandigarh	Chandigarh	4	0
6	Himachal Pradesh	Solan	1	0
7	Jammu	Jammu	3	0
8	Karnataka	Bangalore IDC	0	3
9	Andhra Pradesh & Telangana	Andhra Pradesh: Guntur (2), Kurnool (2), Rajahmundry (2), Vishakhapatnam (2), Vijayawada (2) AND Telangana: Himayatnagar (3), Secunderabad (2), Warangal (1), Ameerpet (4)	0	20
10	New-Delhi	Nehru Place (15), Milap (3), Jankpuri (3), Janpath (3), Bhikaji Cama (3), Pitampura (3), Karkardooma (3),	0	33
11	Harayana	Ambala (2), Karnal (2), Gurgaon (3)	0	7
12	Rajasthan	Jaipur-Sangam Tower (12), Jaipur3-Malviya Nagar (2), Kota (2), Alwar (2), Jodhpur (3), Udaipur (2), SriGangangar (2), Ajmer (2)	27	0
13	Bihar	Patna: Sadar DSRO (2) Danapur SRO (1), Patna High Court (1) Phulwarisharif (1) AND Dist.Court Raipur (2), Naya Raipur SRO (2), Durg SRO Bhilai (2), Bhilai Branch (1), Bilaspur Branch (2), Bilaspur SRO (1)	15	0
14	Gujarat	Ahmedabad-Regional Office(3),Ahmedabad-IFCI(2), Vadodara-Sayajigunj(2),Surat-Ring Road(2), Rajkot-Kalawad(2), Ahmedabad-Maninagar(1), Ahmedabad-Motera(1),Ahmedabad-AshramRoad(1), Gandhinagar(2), Bhavnagar(1), Mehsana(1)	18	0

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15	East	Manipur: Imphal (2), Arunachal Pradesh: Itanagar (2) Tripura: Agartala (1) Assam: PanBazar SRO Guwahati (1), Amingaon SRO (1), Sivasagar SRO (1), Jorhat (1), Tinsukia (1) Odisha: DSR Bhubaneswar (1), SR Khandagiri (1), SR Jatani (1), DSR Cuttack (1), DSR Angul (1), DSR Balasore (1), DSR Berhampur (1), DSR Puri (1), SR Jeypore (1), DSR Sambalpur (1), SR Rourkela (1), DSR Bolangir (1), DSR Dhenkanal (1), SR Chhatrapur (1), DSR Nawarangpur (1), DSR Keonjhar (1)	26	0
16	Uttar Pradesh	Meerut (4), Gorakhpur(2)	6	0
17	Uttar Pradesh NCR	Ghaziabad(3), Noida(3),Great.Noida (3)	0	9
18	Andhra Pradesh	eServices Guntur (4), Kurnool (2), Rajahmundry (2), Vishakapatnam (4), Vijayawada (4), Tirupathi (2), Nellore (2), Kakinada (2)	22	0
19	Karnataka	Bagalkot (2), Ballari (1), Bangalore J C Road (15), Belagavi (2), Davagere (2), Dharwad (1), Hassan (1), Hubballi (4), Jayanagar (3), Kalaburagi (1), Karkala (2), Koramangala (3), Kunapur (2), Mallechwarm (4), Mangalore (6), Mysuru (2), Raichur (1), Shivamogga (4), Udupi (4)	0	60
Total (Type-1 and Type-2)			122	400

Note:

Successful Bidder should maintain a contingency 100 numbers of i5 desktops and 50 numbers of i3 desktops for the period of 06 (Six) months from the date of issuance of PO. However, StockHolding will not give any commitment to the successful bidder on procurement of entire Contingency desktop quantities. StockHolding will issue individual POs on the contingency desktops wherever any requirement arise during the said period.