

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**



**Request for Proposal (RFP) for
Replacement of 12 V 200 AH SMF Batteries**

**RFP Reference Number: IT-13/2021-22
Date: 05.01.2022**

Email: prit@stockholding.com

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

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.

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

RFP Document Details

Name of Organisation	Stock Holding Corporation of India Limited
RFP Reference No.	IT-13/2021-22
Requirement	Replacement of existing 204 nos. of 12 V 200 AH SMF Batteries with required battery inter-connect cables with on-site advance replacement warranty for the period of three years from the date of installation.
Delivery & Installation Address	Stock Holding Corporation of India Limited SHCIL House, Plot No.P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai 400710 Maharashtra
Date of issue of RFP document	05 th January 2022
Last date and time for submission of bidder queries (by email)	14 th January 2022 @ 04:00 P.M
Date, Time and place for online Pre-bid meeting	19 th January 2022, 02.00 PM (To participate please send your request to prit@stockholding.com on or before 18 th January 2022, 2PM)
Last Date for Submission of Online Bid (Technical and Commercial) (Commercial indicative price) bids	02 nd February 2022 before 05:00 PM
Date of opening online technical bid	10 th February 2022, 04:30 PM (To participate please send your request to prit@stockholding.com on or before 09 th February 2022, 2PM)
Date of opening of online Commercial bid	17 th February 2022 11:30 AM (Request will be sent to all bidders who participated in technical bid opening)
Date and time of online reverse Auction for commercial finalization	25 th February 2022
Address for online submission of bids	Bid must be submitted online on https://stockholding.auctiontiger.net
Email Address	PRIT@stockholding.com
Contact Details of M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad	Call : +91 9904406300 +91 9510812960 +91 9265562821 +916354919566 e-mail: support@auctiontiger.net
This bid document is not transferable	

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

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Table of Contents

1. Overview – About Stock Holding Corporation of India Limited.....	5
2. Submission of Proposal	5
1.1 Invitation for Bids	6
1.2 Due Diligence	6
1.3 Communication channels for RFP enquires and clarifications.....	6
1.4 Cost of Bidding	7
1.5 Contents of this RFP Document	7
1.6 Clarifications regarding RFP Document	7
1.7 Validity of offer.....	8
3. Eligibility Criteria	9
4. Bid Preparation and Submission	11
5. Scope of Service and Terms & Conditions	13
6. Other Terms and Conditions with Details.	15
Annexure – I Bidder profile.....	18
Annexure – II – Eligibility Criteria	20
Annexure – III – Technical Bid	22
Annexure – IV – Indicative Commercial Bid Format for SMF Batteries.....	23
Annexure – V – Covering Letter	24
Annexure – VI - Declaration	30
Annexure – VII – Compliance Statement.....	31
Annexure – VIII – Letter of acceptance	32
Annexure – IX - Manufacturer Authorization Form	33
Annexure – X - Pre-Bid Query Format for Bidder / OEM	34
Annexure – XI - Draft NDA.....	35

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

1. Overview – About Stock Holding Corporation of India Limited

Stock Holding, a subsidiary of IFCI Limited was promoted by the public financial institutions and incorporated as a public limited company on July 28, 1986. Stock Holding is a Government Organization, being a subsidiary of IFCI. Stock Holding, 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. Stock Holding acts as a Central Record Keeping Agency (CRA) for collection of stamp duty in 21 States and Union Territories on pan India basis. Stock Holding is one of the largest Professional Clearing Members of the country.

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

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

2. 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 Stock Holding Corporation of India Ltd (*Stock Holding*) for e-bidding on the website (<https://stockholding.auctiontiger.net>). If technically short-listed, the bidder will have to participate in the online reverse auction which will be conducted by M/s e-Procurement Technologies Ltd. (the Company selected by the *Stock Holding* for conducting e-Procurement reverse auction process). Short-listed bidders will be trained by e-Procurement Technologies Ltd. for this purpose, and they will have to abide by the e-business rules in consultation with e-Procurement Technologies Ltd.

The bidders will have to upload the duly signed and scanned RFP submission relevant document(s) as part of technical bid. All Annexure Forms will have to be filled and submitted online. The Technical Bid with relative documents must be submitted online.

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

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authority approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

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.

1.1 Invitation for Bids

This “Invitation for bids” is for “Replacement of existing 204 nos. of 12 V 200 AH **Rocket** Brand SMF Batteries with required battery inter-connect cables having on-site advance replacement warranty for the period of three years from the date of installation” having details as mentioned in this Request for Proposal (RFP) document.

1.2 Due Diligence

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

1.3 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.

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

1.4 Cost of Bidding

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

1.5 Contents of this RFP Document

The requirements, bidding procedure, general terms & conditions are prescribed in this RFP document with various sections:

1. Annexure – I – Bidders Profile
2. Annexure – II – Eligibility Criteria
3. Annexure – III – Technical Bid
4. Annexure – IV – Indicative Commercial Bid Format
5. Annexure – V – Covering Letter
6. Annexure – VI – Declaration
7. Annexure – VII – Compliance Statement
8. Annexure – VIII – Letter of Acceptance
9. Annexure – IX – Manufacturer Authorization Form (MAF)
10. Annexure – X – Draft NDA

1.6 Clarifications regarding RFP Document

1. Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to StockHolding for necessary clarifications.
2. A bidder requiring any clarification for their queries on this RFP may be obtained via email to PRIT@stockholding.com
3. StockHolding shall not be responsible for any external agency delays.
4. StockHolding reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
5. At any time before the deadline for submission of bids / offers, StockHolding may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
6. It may be noted that notice regarding corrigendum/addendums/amendments/response to bidders' queries, etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP.

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

7. StockHolding reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on StockHolding.
8. StockHolding reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of StockHolding shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

1.7 Validity of offer

The offer should remain valid for a period of at least **60 days** from the date of submission of bid.

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

3. Eligibility Criteria

For this RFP, either the OEM's authorized partner on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously

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

SN.	Criteria	Documents to be submitted by bidder
1	Bidder/OEM should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008. Bidder should be registered with the Tax Authorities	<ul style="list-style-type: none"> • For Companies with Indian origin certificate of Incorporation / Registration under companies Act, 1956/2013. • Memorandum and Articles of Association • PAN and GST Registration Certificates (GSTIN)
2	Bidder/OEM should not be under a declaration of in-eligibility for corrupt, fraudulent or any other unethical business practices and should not be debarred or blacklisted by any State Government / Central Government / PSU for any reason, during previous 5 years from the date of submission of bid.	A self-declaration by authorized signatory on Company letter head
3	The Bidder/OEM should have permanent office or at least one support centre at Mumbai / Navi Mumbai / Thane for quick response in case of breakdowns.	Self-certification along with location and contact details of the said service center / office to be enclosed in this regard
4	The bidder/OEM should have Average annual turnover of 30 Crores or above from IT/ITES business of last 3 financial years. The bidder should have earned net profit during last 3 years	A certificate from the Auditor / Chartered Accountant shall be submitted along with the audited Balance Sheet for last 3 financial years
5	The bidder/OEM should have experience on Implementation/O&M/FMS of minimum 3 Data Centers in India under Central Govt./State Govt./ PSU/ Bank/Railways/Airports during last 5 years	Work Order or completion certificates from the client
6	The Bidder/OEM must have a valid certification of ISO 9001 or ISO 20000 or ISO 27001	Copy of Valid Certificate

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

7	Bidders/OEM shall be the either Original Batteries Manufacturers (OEM) or an Authorized dealer/distributor or a System Integrator	If the applicant is Manufacturer (OEM), they should enclose the details of locations where the manufacturing and testing facilities are available. If the bidder is an authorized partner for the OEM, the standard MAF (Manufacturer's Authorization Form) should be submitted
8	The Bidder must have experience in installation of at least 200 numbers of batteries in a single project or more successfully in the last 3 years in one Physical Location (in India) at Data Centre under Indian Central Govt./State Govt./PSU/Bank/Railways/Airports	Work Order or completion certificates from the client along with Installation Report mentioning the number of batteries duly signed by the Client
9	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 authorized signatory
10	Battery manufactures should have NABL accredited calibration & testing lab.	Self-declaration from OEM on their letter head duly signed by authorized signatory

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

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

4. Bid Preparation and Submission

A. Technical Bid

1. The bidder will submit the Technical Bid online on <https://stockholding.auctiontiger.net> and should be as per the format given.
2. There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected
3. No indications pertaining to price or commercial terms should be made in the Technical Bid submission. If any price indications are made, then the bids may be rejected
4. No open ended / conditional bid shall be entertained and are liable for rejection
5. Bidders are required to submit the make, model and serial numbers of the proposed batteries along with necessary Data sheet as per the Format mentioned in the Annexure – III.

B. Indicative Price (Commercial) Bid

1. The bidder will submit Commercial Bid online on <https://stockholding.auctiontiger.net> as per the format given in the Commercial Bid Format - refer Annexure-IV
2. The final price (L1) will be decided only on successful conclusion of the Online Reverse Auction.

C. Submission of Bids

1. The required documents for Eligibility Criteria and Technical Bid, Commercial Bid must be submitted (uploaded) online on <https://stockholding.auctiontiger.net>. Technical Bid and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document
2. The offer should be valid for a period of at least **60 days** from the date of submission of bid
3. 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 Stock Holding against all such liabilities, which are likely to arise out of the agency's failure to fulfil such statutory obligations
4. The bidder shall be solely responsible either 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.
5. No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bid shall not be considered.
6. All employees engaged by the bidder shall be comprehensively insured for accidents and injuries by the bidder at his/her/their cost
7. Bidders are advised to submit their online Indicative Price bid well before last date of submission.
8. There will be no extension(s) to the last date of online submission of Technical and Indicative Price bids

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

9. A Draft NDA is enclosed with this RFP. Acceptance of all clauses mentioned in the NDA (Draft) need to be provided by the bidders along with the Technical Bid.

D. Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. It is StockHolding's discretion to decide at the relevant point of time. 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. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of StockHolding.

1. Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
2. The information provided by the bidders in response to this RFP document will become the property of StockHolding.

E. Online Reverse Auction

1. In case, only one Bidder is technically qualified, no reverse auction will take place.
2. Stock Holding reserves the right to negotiate price with the lone Bidder or with the L1 Bidder in exceptional circumstances like quote of unrealistic or unjustified prices in Reverse Auction.

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

5. Scope of Service and Terms & Conditions

Stock Holding Corporation of India Limited (*Stock Holding*) intend to avail Replacement of existing 204 nos. of 12 V 200 AH **Rocket** Brand SMF Batteries (ESC 200-12FR). These batteries are currently installed in a battery bank with existing Vertiv UPS at Data Centre. These batteries are required with inter-connect cables having on-site advance replacement warranty for the period of three years from the date of installation. Currently Stock Holding Data Centre is having 2 numbers of 250 KVA Vertiv make UPS. All 204 numbers of batteries need to be configured with this Vertiv UPS.

5.1 The Scope of Work is mentioned below:

1. Supply of 12V 200 AH SMF Batteries with three years onsite warranty. Manufacturing date of the proposed batteries should be less than of 6 months old from the bid submission date. Batteries having manufacturing date beyond 6 months old will not be considered.
2. Installation of 204 numbers of batteries along with integration with exiting Vertiv UPS
3. Quarterly health check-up of batteries during first 2 years and submit the report and replace the faulty batteries.
4. In 3rd year of Warranty period, vendor has to do Impedance test of batteries on quarterly basis to ensure all batteries are healthy and should replace the faulty batteries. Impedance test should be done once in a quarter and total 4 times in 3rd year of Warranty period.

5.2 **Installation:** As per SHCIL schedule.

5.3 **Support Response Time:** Bidder will provide response time within 2 hours during the warranty period for the problem reported for the supplied and installed material.

Bidder will provide their support service contact numbers, escalation matrix (designation, contact numbers & emails)

Bidder hereby indemnify, protect and save *Stock Holding* 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 *Stock Holding* is used should be done only with the explicit permission of *Stock Holding*. Bidder will sign Non-Disclosure Agreement and should be valid till warranty period.

Note: *Stock Holding* reserves the right to alter, addendum or reduce or remove the bill of quantity requirement without assigning any reasons to the bidder.

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

This RFP document is meant for the purpose of “Replacement of existing 204 nos. of 12 V 200 AH **Rocket** Brand SMF Batteries with required battery inter-connect cables having on-site advance replacement warranty for the period of three years from the date of installation” for Stock Holding as per the terms, conditions, and specifications indicated in this RFP and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

6. Other Terms and Conditions with Details.

1. Payment:

- a. 30 % payment against delivery on submission of Tax invoice and delivery challan of all required batteries.
- b. 60% payment on submission of Tax invoice, installation Report duly certified from StockHolding authorized person and 3 years warranty confirmation from product OEM.
- c. 10% payment on submission of a Bank guarantee (BG) for cumulative value for 10% of the Total Purchase Order (PO) value.

Note: Payments will not be released for any part-shipment or short-shipments.

2. Delivery Time: Three weeks from the date of purchase order.

3. Delivery Address: SHCIL House, Plot No. P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai 400710 Maharashtra.

4. Warranty Period: Three years from the date of installation. Bidder should submit three years warranty confirmation from product OEM / distributor / dealer on letter head.

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

6. Penalty: Penalty minimum @ 1% per day subject to maximum 5% may be levied in case of delay in delivery. Applicable penalty will / may be recovered from the payment(s)

However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of stock Holding Corporation of India Limited. In such case(s) the bidder should notify and produce / bring the relevant communication and proof to stock Holding Corporation of India Limited promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off

7. 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.

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

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.

8. **Dispute Resolution:** In the event of any dispute arising out of or in connection with this 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
9. **Right to alter RFP:**
 - d. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
 - e. StockHolding reserves the right to cancel the RFP by giving 60 days' notice to the bidder.
 - f. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever.
10. **Integrity Pact:** The bidder will have to enter in to an Integrity Pact with Stock Holding Corporation of India Limited. The format (text) for the Integrity Pact is provided as Annexure-V. The successful bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful bidder.
11. **Sub-Contracting:** No Sub-Contracting is allowed for this RFP.
12. **Non-Disclosure Agreement (NDA):** The successful bidder will sign a Non-Disclosure Agreement (NDA) with Stock Holding Corporation of India Limited. A Draft NDA is enclosed

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

with this RFP. Acceptance of all clauses mentioned in the NDA (Draft) need to be provided by the bidders along with the Bid.

13. **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 90 days beyond the completion of the contract period (Successful Installation followed by 3 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 System Integrator/Authorized Distributer/OEM.

14. **No Commitment to accept lowest or any other bid:** *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.

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Annexure – I Bidder profile

Sl. No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please mention for all states)		
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)
	2017-18		
	2018-19		
	2019-20		
	{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			

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

Dated this..... Day of 2022

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

(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. Stock Holding will not make any separate request for submission of such information.

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Annexure – II – Eligibility Criteria

Documents to be submitted online along with bid)

S/n	Criteria	Documents to be submitted by bidder	Compliance (Yes/No)
1	Bidder/OEM should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008. Bidder should be registered with the Tax Authorities	<ul style="list-style-type: none"> • For Companies with Indian origin certificate of Incorporation / Registration under companies Act, 1956/2013. • Memorandum and Articles of Association • PAN and GST Registration Certificates (GSTIN) 	
2	Bidder/OEM should not be under a declaration of in-eligibility for corrupt, fraudulent or any other unethical business practices and should not be debarred or blacklisted by any State Government / Central Government / PSU for any reason, during previous 5 years from the date of submission of bid.	A self-declaration by authorized signatory on Company letter head	
3	The Bidder/OEM should have permanent office or at least one support centre at Mumbai / Navi Mumbai / Thane for quick response in case of breakdowns.	Self-certification along with location and contact details of the said service center / office to be enclosed in this regard	
4	The bidder/OEM should have Average annual turnover of 30 Crores or above from IT/ITES business of last 3 financial years. The bidder should have earned net profit during last 3 years	A certificate from the Auditor / Chartered Accountant shall be submitted along with the audited Balance Sheet for last 3 financial years	
5	The bidder/OEM should have experience on Implementation/O&M/FMS of minimum 3 Data Centers in India under Central Govt./State Govt./ PSU/ Bank/Railways/Airports during last 5 years	Work Order or completion certificates from the client	
6	The Bidder/OEM must have a valid certification of ISO 9001 or ISO 20000 or ISO 27001	Copy of Valid Certificate	
7	Bidders/OEM shall be the either Original Batteries Manufacturers (OEM) or an Authorized dealer/distributor or a System Integrator	If the applicant is Manufacturer (OEM), they should enclose the details of locations where the	

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

		<p>manufacturing and testing facilities are available.</p> <p>If the bidder is an authorized partner for the OEM, the standard MAF (Manufacturer's Authorization Form) should be submitted</p>	
8	The Bidder must have experience in installation of at least 200 numbers of batteries in a single project or more successfully in the last 3 years in one Physical Location (in India) at Data Centre under Indian Central Govt./State Govt./PSU/Bank/Railways/Airports	Work Order or completion certificates from the client along with Installation Report mentioning the number of batteries duly signed by the Client	
9	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 authorized signatory	
10	Battery manufactures should have NABL accredited calibration & testing lab.	Self-declaration from OEM on their letter head duly signed by authorized signatory	

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Annexure – III – Technical Bid

S/N	Item Description	Make	Model	Serial Number	Data Sheet attached (Y/N)
1	12V 200 AH SMF Batteries				

Note: The respective bidders are required to submit the Data sheet of proposed Battery model along with the Technical Bid.

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Annexure – IV – Indicative Commercial Bid Format for SMF Batteries

S/N.	Line Item	Quantity (Nos.)	Unit Price (Rs.)	Total Price (Rs.)
1	Supply of 12V 200 AH SMF Batteries with description of make, model of quoted batteries with three years warranty (A)	204		
2	Required battery inter-connect cables (B)	204		
3	Required Racks for supplied batteries (if applicable) (C)	At actual		
4	Quarterly preventive maintenance / health checkup of batteries during warranty period (D)	12		
Total Price (In Rupees) (E) = (A+B+C+D)				
5	Less: Buy back of existing old Rocket batteries (F)	204		
Final Price After Buy-back (In Rupees) (G) = (E-F)				

Note: All the above prices will be excluding the GST/Taxes.

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Annexure – V – Covering Letter

(To be executed on plain paper and submitted along with Technical Bid)

(_____ Name of the Department / Office) RFP
No. _____ 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. 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 (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:

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

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 endeavor 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 disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding.

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at **Annexure - III**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure - III**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of StockHolding /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / StockHolding as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / StockHolding, or alternatively, if any relative of an official / employee of Principal / StockHolding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (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 / StockHolding

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

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 / 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. **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

The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

1. 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 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 / 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 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)

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

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 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. 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.
4. 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

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 / Stock Holding)

(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.

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**



Annexure – VI - Declaration

Covering Letter on StockHolding’s Letterhead (Annexure-IV of Integrity Pact)

Ref: IT-13/2021-22 Dated: 05.Jan.2022

To,

Sub: RFP No. IT-13/2021-22 Dated 05.Jan.2022 for Replacement of 12V 200 AH SMF Batteries

Dear Sir,

DECLARATION

Stock Holding Corporation of India Limited (StockHolding)hereby declares that StockHolding has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. 015/VG:/012-276469 dated February 25, 2015 and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (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 tender (RFP)er / bidder will stand disqualified from the tender (RFP)ing process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the StockHolding

Yours faithfully,

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

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Annexure – VII – Compliance Statement

(To be submitted along with Technical Bid)

Subject: Replacement of 12V 200 AH SMF Batteries RFP No. IT-13/2021-22 Dated:
05.Jan.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 subject RFP.

Sr. No.	Item / Clause of the RFP	Compliance (Yes / No)
1	Objective of the RFP	
2	Eligibility Criteria	
3	Service Level Agreement (SLA) / Scope of Work	
4	Non-Disclosure Agreement	
5	Payment Terms	
6	Bid Validity, Order Cancellation, Exit Clause	
7	Right to alter RFP	
8	No Commitment to Accept Lowest or Any Other Bid (RFP)	
9	Force Majeure	
10	Compliance Statement	
11	Integrity Pact	
12	All General & Other Terms & Conditions in the RFP	
13	Requirement	
14	Bid Formats (Technical & Indicative Price Bid)	
15	Annexures in the RFP	
16	Pre-Bid Meeting	

Date:

Signature with seal

Name & Designation:

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**



Annexure – VIII – Letter of acceptance

(To be submitted along with Technical Bid)

RFP Reference Number: IT-13/2021-22 dated 05-Jan-22

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

Dear Sir,

Sub: Replacement of 12V 200 AH SMF Batteries RFP No. IT-13/2021-22 Dated xx.Jan.2022.

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 confirm that we also comply terms and conditions.

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

We also accept that StockHolding's decision(s) 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 StockHolding.

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

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Place:

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**



Annexure – IX - Manufacturer Authorization Form

(To be submitted on OEM's Letter Head)

RFP Reference Number: IT-13/2021-22 dated 05-Jan-2022

Date:

To
StockHolding Corporation of
India Ltd SHCIL House.
Plot No -51, TTC MIDC.
Mahape,
Navi Mumbai 400701

Dear Sir,

Sub: Manufacturer Authorization for RFP NO. IT-13/2021-22

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

We confirm that **<Bidder Name>** having its registered office at **<Bidder Address>** is our authorized partner/ re-seller/ dealer for our **<hardware details>**. We authorize them to quote for our equipment 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 during the warranty period as per RFP terms.

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

<OEM Name>

<Authorized Signatory with Stamp>

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Annexure – X - Pre-Bid Query Format for Bidder / OEM

RFP Reference Number: IT-13/2021-22 dated 05-Jan-22

Serial Number	RFP Heading	Section	Page Number	Pre-bid Query	Change Requested	Justification for Change
1						
2						
3						
4						

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Annexure – XI - Draft NDA

MUTUAL NON-DISCLOSURE AGREEMENT

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

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

And

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

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

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

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

Confidential Information and Exclusions: Confidential Information shall mean and include (a) any information received by the Receiving Party which is identified by Disclosing Party as confidential or otherwise; (b) all information including technical, data security, cyber security business, financial and marketing information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, know-how, ideas, concepts, strategies, trade secrets, product or services, results obtained by using confidential information, prototype, client or vendor list, projects, employees, employees skills and salaries, future business plans disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential Information disclosed herein; (d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law, provided that the recipient party gives disclosing party a written notice of any such

REQUEST FOR PROPOSAL FOR REPLACEMENT OF 12 V 200 AH SMF BATTERIES

requirement within ten (10) days after the learning of any such requirement, and takes all reasonable measure to avoid disclosure under such requirement.

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

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

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

Return:

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

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

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

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

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

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

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

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

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

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

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

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

For Stock Holding Corporation of India Limited	For (Company Name)

**REQUEST FOR PROPOSAL FOR
REPLACEMENT OF 12 V 200 AH SMF BATTERIES**

Name:	Name:
Title:	Title:
In the Presence of	
Name:	Name:
Title:	Title: