

Stock Holding Corporation of India Limited  
(Stock Holding)



RFP Reference Number: CPCM-06/2025-26

GeM Bid Reference Number: GEM/2025/B/6398340

Date: 30-June-2025

RFP for Vendor Selection for Outsourced Resources for Data Centre at StockHolding

**DISCLAIMER**

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

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

**RFP for Vendor Selection for Outsourced Resources for Data Centre at  
StockHolding**



**RFP Document Details**

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	CPCM-06/2025-26
3	Requirement	RFP for Vendor Selection for Outsourced Resources for Data Centre at StockHolding
4	Interest free Earnest Money Deposit (EMD) [*]	Rs. 4,00,000/- (Indian Rupees Four lakhs 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 Stock Holding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004. Please share the UTR details to us on below mentioned email address.
5	Email Id for queries up to Pre-Bid Meet	<a href="mailto:CPCM@stockholding.com">CPCM@stockholding.com</a>
6	Date of Issue of RFP Document	30-June-2025
7	Date, Time and place for online Pre-bid meeting	08- July -2025 11:00 PM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 07- July -2025 05:00 PM
8	Last Date for Submission of Online Bid	16- July -2025 04:00 PM
9	Date of Opening of Bid	16- July -2025 04:30 PM

[\*] – Bidders registered under Micro, Small and Medium Enterprises (MSME) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.

This bid document is not transferable.

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

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## 1. Submission of Proposal

StockHolding invites e-tender through GeM Portal, in two bid system (Technical and Commercial bid), for Vendor Selection for Outsourced Resources for Data Centre at StockHolding for 02 (two) years.

### Submission of Bids:

The online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner:-

1. Eligibility/Technical Bid (.pdf files)
2. Commercial Bid (.pdf files)

### Invitation for bids:

This “Invitation for bid” is meant for the exclusive purpose of “Vendor Selection for Outsourced Resources for Data Centre at StockHolding for 02 (two) years” 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.

### 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.

### 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.

### Contents of this RFP Document:

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

- a Bidder Details – Annexure 1
- b Format for Eligibility Criteria - Annexure 2
- c Format for Technical Criteria - Annexure 3
- d Format for Price Bid (Commercial) Bids - Annexure 4
- e Integrity Pact (Text) - Annexure 5
- f Covering Letter of Integrity Pact - Annexure 6
- g Compliance Statement – Annexure 7
- h Format of Bank Guarantee – Annexure 8
- i Format of Non-Disclosure Agreement (NDA) – Annexure 9
- j Format of Monthly Compliance Certificate – Annexure 10
- k Format of Quarterly Compliance Certificate – Annexure 11

### Clarifications regarding RFP Document:

- a 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.
- b A bidder requiring any clarification for their queries on this RFP may obtain such clarifications via email to [CPCM@stockholding.com](mailto:CPCM@stockholding.com)
- c StockHolding shall not be responsible for any external agency delays.
- d StockHolding reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- e 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.
- f 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.
- g StockHolding reserves the right to amend / cancel / postpone / pre-poned the RFP without assigning any reasons.
- h It may be noted that notice regarding corrigendum/addendums/amendments/response to bidder's 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.

**Validity of offer:**

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

## 2. Eligibility Criteria (Documents to be submitted online)

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.

### (Eligibility Criteria Documents to be submitted online along with Technical Bid)

SN.	Criteria	Documents to be submitted by bidder
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	Copy of Certificate of Incorporation issued by the Registrar of Companies
2	The bidder must be reputed and an established entity in the business of providing skilled staff for Outsourcing services with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	Copy of Purchase Order / Work Order/MSA
3	Bidder should have an average Annual Turnover of at least ₹ 1.6 Crores in previous 03 (Three) financial years i.e. 2021-22, 2022-23 and 2023-24. This must be individual company turnover and not group of companies.	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
4	Bidder should have Positive Net worth (minimum ₹ 40 lakhs) for each of the last 03 (three) audited financial years i.e. 2021-22, 2022-23 and 2023-24.	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant specifying network.
5	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body for any reasons within last 2 years from the RFP date.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
6	<p>Bidder should have experience of providing Computer Operator for-</p> <ul style="list-style-type: none"> <li>➤ 03 (Three) works each costing not less than ₹32 lakhs</li> <li>OR</li> <li>➤ 02 (Two) works each costing not less than ₹40 lakhs</li> <li>OR</li> <li>➤ 01 (One) work of ₹64 lakhs</li> </ul> <p>During the last 05 (five) years with any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations.</p>	Documentary Proof to be attached along with Purchase Order / Contract copy.

	Please Note: "The work orders issued by one company for its multiple locations shall be treated as a single work order".	
7	Bidder should have registrations under EPF and MP Act, 1952, ESI Act, 1948, Shops & Establishment Act, Profession Tax Act, Labor Welfare Fund Act or any other local laws applicable to them presently or in future. Bidder shall be making proper compliances with the applicable Labor laws such as EPF and MP Act, 1952, ESI Act, 1948, LWF Act, Shops & Establishment Act, Payment of Bonus Act, 1965, Maternity Benefit Act, 1961, Payment of Gratuity Act, 1971, Contract Labor (R & A) Act, 1970, POSH Act, Minimum Wages Act, Payment of Wages Act, Profession Tax Act and all other Labor Laws which will be applicable to service provider in future. The Service Provider should regularly submit all documents / Registers/Challans in support of compliance with the Labor Laws to the Company.	Copy of PF Certificate / ESI Certificate etc.
8	Bidder must have office in Maharashtra state.	Details of the bidder's office with valid GST registration of Maharashtra state.
9	Bidder must have the following valid Accreditations / Certifications a. ISO 9001 latest b. ISO 20000 latest	Copy of the relevant ISO certificates
10	The Bidder should have experience of providing minimum 50 Nos. of skilled staff to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations during last 05 (five) years in India.	Copy of Purchase Order / Work Order/MSA
11	The Bidder or its holding company or its subsidiary company or its associate, should not be in competing business of StockHolding and its subsidiaries.	Self-declaration on Bidders' Company Letter Head

### Technical Criteria

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the bid technically qualifies to the requirements set forth in the RFP.

Only bids that have cleared the Eligibility Criteria shall be evaluated for Technical Criteria. Bids received would be assigned scores based on the parameters defined in the table below:

Sr. No.	Criteria	Supporting Documentation	Technical Score Matrix	Max Marks
<b>A. Experience, Turnover &amp; Resource Strength</b>				



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1	Turnover from relevant / similar services: The bidder should have an average annual turnover of at least ₹1.6 Crores during the financial year(s) 2021-22, 2022-23, 2023-24	A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder.	a) INR 1.6 Crores to INR 3 Crores: 10 Marks b) More than INR 3 Crores and less than INR 5 Crores: 12 Marks c) More than INR 5 Crores and less than INR 7 crores: 15 Marks d) More than INR 7 crores: 20 Marks	20 Marks
2	Relevant years of experience: The bidder should be a reputed and an established entity in the business of providing skilled staff for Outsourcing services with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	<ul style="list-style-type: none"> <li>• Copy of Work order and certificate of completion (if applicable).</li> <li>• Copy of work order / LOI &amp; self- certificate attested by the authorized signatory of the bidder confirm "in-progress" status of cited project</li> </ul>	a) 5 to 6 Years: 10 Marks b) More than 6 to and less than 8 Years: 12 Marks c) More than 8 to and less than 10 Years: 15 Marks d) More than 10 Years: 20 Marks	20 Marks
3	Relevant Projects experience: The bidder should be a reputed and an established entity in the business of providing skilled staff for Outsourcing services with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	<ul style="list-style-type: none"> <li>• Copy of Work order and certificate of completion (if applicable).</li> <li>• Copy of work order / LOI &amp; self- certificate attested by the authorized signatory of the bidder confirm "in-progress" status of cited project</li> </ul>	a) 1 – 3 qualifying project: 15 Marks b) 4 – 5 qualifying projects: 20 Marks c) 5 – 7 qualifying projects: 25 Marks d) More than 7 qualifying projects: 30 Marks	30 Marks
4	Qualified Professionals: The Bidder should have atleast 50 full-time qualified professionals of skilled staff to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organisations as on date of submission of the bid	Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.	a) Between 50 and 100 resources:15 Marks b) Between 101 and 200 resources:20 Marks c) Between 201 and 400 resources: 25 Marks d) 401 or above resources: 30 Marks	30 Marks
<b>Total Score</b>				<b>100 Marks</b>

Note: A bidder would need to score minimum technical score of 50 marks to be considered for commercial bid opening process.

**Commercial Evaluation Model**

- a The bidder shall have to score at least 50 marks in Technical Score as per “Scoring Matrix” for being eligible for opening of commercial bid.
- b The bidders shall quote the man month charges in INR they will charge for their resources who will be deployed at StockHolding.
- c The Man Month charges quoted shall be valid for the contract duration.

**Ranking of Bidders:**

- a The bidder shall have to score at least 50 marks in Technical Score (TS) as per “Scoring Matrix” for being eligible for opening of commercial bid.
- b The lowest Cost quoted by the bidder will be selected as L1.

**Award of Work:**

- a The Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b Taxes shall be over and above the total cost of the candidate proposed and shall be applicable as per Indian Tax Laws from time to time.
- c Penalty for unavailability of resources will be based on computed Onsite Rate/Day.
- d Resignation Notice Period would be 3 months with replacement.
- e StockHolding will notify successful Bidder in writing (Email) that its proposal has been accepted. The Bidder should confirm via email to StockHolding within 7 days for acceptance of assignment with StockHolding.
- f The successful bidder will enter into a contract or Master Services Agreement (MSA) that outlines the terms and conditions specific to the delivery of the underlying service, following the issuance of the Letter of Intent (LOI) or Purchase Order (PO).

### 3. Bids Preparation and Submission

The online bids will have to be submitted within the time specified on website <https://gem.gov.in/>. Bidders must familiarize (if not already) with the Portal and check/ fulfil the pre-requisites to access and submit the bid there-

1. Technical Bid (.pdf files)
2. Commercial Bid (.pdf files)

#### 3.1 Submission of Bids

- a) The required documents for Eligibility Criteria, Commercial Bid must be submitted (uploaded) online on GeM portal. Eligibility Criteria and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document.
- b) The offer should be valid for a period of at least 90 days from the date of submission of bid.
- c) 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.
- d) The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document(s). Failure to furnish all information required as mentioned in the RFP document(s) or submission of a proposal not substantially responsive to the RFP document(s) in every respect will be at the bidder's risk and may result in rejection of the proposal.
- e) Delayed and/or incomplete bid shall not be considered.
- f) There may not be any extension(s) to the last date of online submission of Eligibility Criteria details and commercial Price bids. This will be at the sole discretion of Stock Holding.

#### 3.2 Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. The Bidder needs to comply with all the Eligibility criteria as mentioned in the RFP to be evaluated against evaluation criteria. 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. Bidders who qualify in Eligibility evaluation will be eligible for Commercial bid evaluation.

The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Commercial Bid.

StockHolding may accept or reject the offer without assigning any reason what so ever at any stage of bid evaluation.

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.

The Commercial Bids, of only those bidders will be opened who score a minimum of 50 marks in Technical Evaluation.

The bidder who quotes lowest Grand Total in the Commercial Bid shall be declared as L1.

It is expected that the requirement may increase depending on the basis of the anticipated growth in business and deliverables.

#### 4. Requirement

Stock Holding Corporation of India Limited (StockHolding) intends to avail minimum 12 (twelve) numbers of on-site Computer Operators Services at StockHolding's Mahape Navi Mumbai location.

##### Resource Requirement

Resource Qualification	Experience	No. of Resources	Location
BSC/B.Com/BA/BCA/Diploma in Computers/IT	Minimum two years' experience in Computer operations and related activities	12	<b>Mahape</b> Plot No. P-51, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai 400710

Note: StockHolding reserves the right to increase/decrease the number of resources required during the contract period with prior intimation to the bidder at the same rate proposed by the selected bidder.

##### Scope of Work (SOW)

- a) Deputed person should work in 03 (three) shifts (I shift – 7:30 AM to 3 PM, II shift– 3 PM to 10 PM, III shift 10 PM to 7:30 AM). They shall ensure the continuity of work across shifts. Manpower will be deployed equally among the three mentioned shift timings subject to business requirement changes in the near future.
- b) Deputed person at stockholding will broadly carry out but not limited to following activities:
  - Download and upload of data on various servers (NSDL & CDSL)
  - Release of DPM files within specified deadlines (NSDL & CDSL)
  - Executing user job as per schedule (daily, weekly, Monthly)
  - Executing printing jobs as per user requirements.
  - Executing backup jobs for NSDL, CDSL, RBI and E-mail setup

##### Timelines for On-boarding resources

The selected company should deploy resources within 02 (two) weeks of issuing the PO.

##### General Terms and Conditions

- a) Bidder will provide a document for background check within one month from the date of joining of each of the person(s). The background check includes Identity verification, permanent address verification, police verification, criminal record verification, education/profession verification for the person deployed at StockHolding.
- b) StockHolding has the right to audit empanelled Bidder(s) about Background checks on the selected resources. In case there is lapse on the BG checks, StockHolding reserves the right to take penal action on the empanelled bidder(s) including but not limited to termination of empanelment of the bidder(s).
- c) Bidder will provide compliance documents from authorities (ESIC, PF, Labor Law, IMA Act, etc.). Selected bidder should submit paid PF challan of deployed resource(s) by providing a monthly bank statement to StockHolding.
- d) Bidder will provide replacement within 7 days in case of existing deployed resource resigns from the duty.

- e) All selected resources shall treat the data as very confidential and under no circumstances they shall disclose or tamper with data.
- f) A selected resource must inform the designated StockHolding official and obtain his/her consent before taking any leave.
- g) 01 (one) day leave is permissible per month for each of the deployed resources. Payment against absenteeism will be deducted from the payment.
- h) StockHolding will take care of required desktop / laptop to on-boarded resources during their engagement with StockHolding.

## 5. Service Level Agreement (SLA) and Penalty

StockHolding may choose to impose penalty on the selected bidder based on the SLA parameter mentioned below:

Service Details	SLA Measurement	SLA	Penalty	Measurement Tools
Resource Availability	Attendance of Computer Operator	01 (one) day leave is permissible every month	Penalty shall be ₹1,000 per day of absence for each resource beyond the SLA	Manual
	Replacement within 7 days in case of existing deployed resource resigns from the duty.		Penalty of ₹1000 per day for each resource shall apply if a replacement is not provided before the resource's exit date	

**Note:** 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.

## 6. Other Terms & Conditions

### 6.1 Contract Duration

- 02 (Two) years from the date of work order.
- StockHolding may choose to extend the contract period for another 1 year based on satisfactory performance from the successful bidder.

Either party may terminate the contract by serving a prior written notice of 90 (Ninety) days to the other Party, expressing its desire to terminate the Contract.

### 6.2 Payment Terms

- a) The bidder will submit the consolidated monthly invoice along with Monthly / Quarterly Compliance Certificate as mentioned in Annexures 10 and 11. The invoices submitted will be based on the number of resources deployed in StockHolding (in that month) from the date of joining (on pro-rate basis) based on attendance details duly certified by StockHolding official(s).
- b) All Applicable taxes payable extra at actual.
- c) Applicable TDS, etc. will be deducted from the payment(s)

- d) One Time Payment of Rs. 4000/- + Taxes as re-imbursement for any new resource (not considered for replacement of resource) deployed in Stock Holding Corporation of India Limited (StockHolding) for background check. However the payment will be reimburse only after resource complete 06 (six) months at StockHolding.
- a) Payments will be released only after submission and verification of the required Bank Guarantee (BG). No payment will be made to successful bidder, until the BG submitted by successful bidder.

**6.3 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 Stock Holding and (b) submission of Performance Bank Guarantee wherever applicable and should be valid for 30 days beyond the contract period.
- b) In case of unsuccessful bidders, the EMD will be refunded to them through NEFT within 15 days after selection of successful bidder subject to internal approval of Stock Holding.

**6.4 Performance Bank GUARANTEE (PBG)**

Successful Bidder shall, at own expense, deposit with the StockHolding, within fifteen (15) days on issuance of PO, a Bank Guarantee (BG) for the value of 5% of the Contract Value from scheduled commercial banks as per Annexure - 8. This Bank Guarantee shall be valid up to 60 days beyond the completion of the contract period and claim period shall be valid 12 months beyond the expiry of BG. No payment will be due to the successful bidder based on performance, until the BG is submitted. A penalty of Rs. 5,000 per day will be imposed on the successful bidder for any delay in issuing the PBG within the specified timeline.

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.

Stock Holding Corporation of India Limited reserves the right to invoke the BG in the event of non-performance by the successful bidder.

**6.5 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.

#### **6.6 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

#### **6.7 Right to alter RFP**

- a. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- b. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that StockHolding's decision in this regard will be final and binding on all bidders.

#### **6.8 Integrity Pact**

The Bidder will have to enter in to an Integrity Pact with StockHolding. The format (text) for the Integrity Pact is provided in Annexure-5. The successful Bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful Bidder.

#### **6.9 Sub-Contracting**

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project.

#### **6.10 Non-Disclosure Agreement (NDA)**

The successful bidder shall execute Non-Disclosure Agreement (NDA) (as per Annexure-9), which contains all the services and terms and conditions of the services to be extended as detailed herein.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

#### **6.11 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.

#### **6.12 Termination Clause**

StockHolding reserves the right to terminate the contract at any time during the contract period by giving 90 (Ninety) days' notice in writing to the bidder at their last known place of business. StockHolding's decision under this clause shall be final, conclusive and binding on the bidder and shall not be called in question.



In the event of the selected bidder having been adjudged insolvent or goes into liquidation or winding up of their business or failing to observe any of the provisions of the contract or any of the terms and conditions governing the contract, StockHolding shall be at liberty to terminate the contract immediately forthwith without prejudice to any other rights or remedies under the contract and to get the work done for unexpired period of the contract at risk and cost of the selected bidder and to claim from the selected bidder any resultant loss sustained or cost incurred.

**6.13 Assignment**

Either Party may, upon written approval of the other, assign its rights and obligations hereunder to: (i) its Parent Corporation (as defined below) or an Affiliate; and (ii) a third party entity in connection with the transfer of all or substantially all of the business and assets of that party to such entity. For purposes of this Agreement, a “Parent Corporation” shall mean a company or entity owning over 50% of a Party and an “Affiliate” shall mean a company directly or indirectly controlling, controlled by, or under common control with, a Party. Except as provided above in this Section, either Party may assign its rights and obligations under this Agreement to a third party only upon receiving the prior written consent of the other Party, which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.



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.

Sr. No.	Parameters	Response							
1	Name of the Firm/Company								
2	Year of Incorporation in India								
3	Names of the Partners/Directors								
4	Company PAN no								
5	Company GSTN no. (please attach annexures for all states )								
6	Addresses of Firm/Company								
	a) Head Office								
	b) Local Office in Mumbai(if any)								
7	Authorized Contact person								
	a) Name and Designation								
	b) Telephone number								
	c) E-mail ID								
8	<b>Financial parameters</b>								
	<b>Business Results (last three years)</b>	<table border="1"> <thead> <tr> <th>Annual Turnover (Rs. in Crores)</th><th>Net worth (Rs. in Crores)</th></tr> </thead> <tbody> <tr> <td>2021-22</td><td></td></tr> <tr> <td>2022-23</td><td></td></tr> <tr> <td>2023-24</td><td></td></tr> </tbody> </table>	Annual Turnover (Rs. in Crores)	Net worth (Rs. in Crores)	2021-22		2022-23		2023-24
Annual Turnover (Rs. in Crores)	Net worth (Rs. in Crores)								
2021-22									
2022-23									
2023-24									
(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)								

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

Dated this..... Day of ..... 2025

(Signature)

(In the capacity of)

ANNEXURE – 2: Eligibility Criteria

To be submitted as part of Technical Bid

SN.	Criteria	Documents to be submitted by bidder
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	Copy of Certificate of Incorporation issued by the Registrar of Companies
2	The bidder must be reputed and an established entity in the business of providing skilled staff for Outsourcing services with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	Copy of Purchase Order / Work Order/MSA
3	Bidder should have an average Annual Turnover of at least ₹ 1.6 Crores in previous 03 (Three) financial years i.e. 2021-22, 2022-23 and 2023-24. This must be individual company turnover and not group of companies.	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
4	Bidder should have Positive Net worth (minimum ₹ 40 lakhs) for each of the last 03 (three) audited financial years i.e. 2021-22, 2022-23 and 2023-24.	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant specifying network.
5	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body for any reasons within last 2 years from the RFP date.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
6	<p>Bidder should have experience of providing Computer Operator for-</p> <ul style="list-style-type: none"> <li>➤ 03 (Three) works each costing not less than ₹32 lakhs</li> <li>OR</li> <li>➤ 02 (Two) works each costing not less than ₹40 lakhs</li> <li>OR</li> <li>➤ 01 (One) work of ₹64 lakhs</li> </ul> <p>during the last 05 (five) years with any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations.</p> <p>Please Note: "The work orders issued by one company for its multiple locations shall be treated as a single work order".</p>	Documentary Proof to be attached along with Purchase Order / Contract copy.
7	Bidder should have registrations under EPF and MP Act, 1952, ESI Act, 1948, Shops & Establishment Act, Profession Tax Act, Labor Welfare Fund Act or any other local laws applicable to them presently or in future. Bidder shall be making proper compliances with the applicable Labor	Copy of PF Certificate / ESI Certificate etc.

**RFP for Vendor Selection for Outsourced Resources for Data Centre at  
StockHolding**



	laws such as EPF and MP Act, 1952, ESI Act, 1948, LWF Act, Shops & Establishment Act, Payment of Bonus Act, 1965, Maternity Benefit Act, 1961, Payment of Gratuity Act, 1971, Contract Labor (R & A) Act, 1970, POSH Act, Minimum Wages Act, Payment of Wages Act, Profession Tax Act and all other Labor Laws which will be applicable to service provider in future. The Service Provider should regularly submit all documents / Registers/Challans in support of compliance with the Labor Laws to the Company.	
8	Bidder must have office in Maharashtra state.	Details of the bidder's office with valid GST registration of Maharashtra state.
9	Bidder must have the following valid Accreditations / Certifications c. ISO 9001 latest d. ISO 20000 latest	Copy of the relevant ISO certificates
10	The Bidder should have experience of providing minimum 50 Nos. of skilled staff to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations during last 05 (five) years in India.	Copy of Purchase Order / Work Order/MSA
11	The Bidder or its holding company or its subsidiary company or its associate, should not be in competing business of StockHolding and its subsidiaries.	Self-declaration on Bidders' Company Letter Head

Note: All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder.

Dated this..... Day of ..... 2025

(Signature)

(In the capacity of)

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

**ANNEXURE – 3: Technical Criteria**

Only bids that have cleared the Eligibility Criteria shall be evaluated for Technical Criteria. Bids received would be assigned scores based on the parameters defined in the table below:

Sr. No.	Criteria	Supporting Documentation	Technical Score Matrix	Max Marks
<b>A. Experience, Turnover &amp; Resource Strength</b>				
1	Turnover from relevant / similar services: The bidder should have an average annual turnover of at least ₹1.6 Crores during the financial year(s) 2021-22, 2022-23, 2023-24	A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder.	e) INR 1.6 Crores to INR 3 Crores: 10 Marks f) More than INR 3 Crores and less than INR 5 Crores: 12 Marks g) More than INR 5 Crores and less than INR 7 crores: 15 Marks h) More than INR 7 crores: 20 Marks	20 Marks
2	Relevant years of experience: The bidder should be a reputed and an established entity in the business of providing skilled staff for Outsourcing services with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	<ul style="list-style-type: none"> <li>Copy of Work order and certificate of completion (if applicable).</li> <li>Copy of work order / LOI &amp; self-certificate attested by the authorized signatory of the bidder confirm "in-progress" status of cited project</li> </ul>	e) 5 to 6 Years: 10 Marks f) More than 6 to and less than 8 Years: 12 Marks g) More than 8 to and less than 10 Years: 15 Marks h) More than 10 Years: 20 Marks	20 Marks
3	Relevant Projects experience: The bidder should be a reputed and an established entity in the business of providing skilled staff for Outsourcing services with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	<ul style="list-style-type: none"> <li>Copy of Work order and certificate of completion (if applicable).</li> <li>Copy of work order / LOI &amp; self-certificate attested by the authorized signatory of the bidder confirm "in-progress" status of cited project</li> </ul>	e) 1 – 3 qualifying project: 15 Marks f) 4 – 5 qualifying projects: 20 Marks g) 5 – 7 qualifying projects: 25 Marks h) More than 7 qualifying projects: 30 Marks	30 Marks
4	Qualified Professionals: The Bidder should have atleast 50 full-time qualified professionals of skilled staff to any Central Government Authorities / Public	Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.	e) Between 50 and 100 resources: 15 Marks f) Between 101 and 200 resources: 20 Marks g) Between 201 and 400	30 Marks

**RFP for Vendor Selection for Outsourced Resources for Data Centre at  
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	Sector Undertakings / State Government / BFSI sector / reputed private organisations as on date of submission of the bid		resources: 25 Marks h) 401 or above resources: 30 Marks	
<b>Total Score</b>				<b>100 Marks</b>

Note: A bidder would need to score minimum technical score of 50 marks to be considered for commercial bid opening process.

ANNEXURE – 4: Commercial Bid Format

Resource description	Man month Rate (₹)	No. of Resource	Cost for 1 <sup>st</sup> year (₹) [a]	Cost for 2 <sup>nd</sup> year (₹) [b]
Computer Operator		12		
Total Cost for 2 years without GST [a+b]				
GST				
Total Cost for 2 years with GST				

**Note:**

1. The price quoted by the bidder shall be exclusive of all taxes. Taxes will be paid as per the actual rate prescribed by Government time to time.
2. The lowest bidder in Commercial bid will be based on the Total Cost for 2 years with GST. Price to be quoted is for contract period of 02 (two) years including GST while uploading financial bids on GeM portal.
3. StockHolding reserves the right to increase/decrease the number of resources required during the contract period with prior intimation to the bidder at the same rate proposed by the selected bidder and the payment will be based on actual number of resources deployed at respective locations.
4. StockHolding may choose to extend the contract period for another 1 year based on satisfactory performance from the successful bidder. Year 3 will have escalation upto 8% on Year 2 Price for the successful Bidder.
5. Stock Holding reserves the right to negotiate with L1 bidder.
6. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled in correctly. Please note that any Commercial Offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected.
7. Payment will be made as per the actual attendance of the employee.

Dated this..... Day of ..... 2025

(Signature)

(In the capacity of)

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

ANNEXURE – 5: Integrity Pact

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

(\_\_\_\_\_ 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 hereinafter called the '**Counter Party**' ) which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

**I. Commitment of the Principal / Buyer**

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.

- b) The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party (ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
  - c) The Principal / Owner shall 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 / 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 disfavor 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 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 Eligibility Criteria, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Eligibility Criteria 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, 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 to 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.

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

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-bidders.
2. The Principal / Stock Holding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. 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 / StockHolding has appointed Shri Shekhar Prasad Singh, IAS (Retd.) and Smt. Niva Singh, IRAS (Retd.) as Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 10 lakhs 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 as 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 nonbinding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.

7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word 'IEM' would include both singular and plural.

#### **VII. Duration of the Integrity Pact (IP)**

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the CEO&MD 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.

#### **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.

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ANNEXURE – 6: Covering Letter on bidder's Letterhead of Integrity Pact

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To,

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Sub: RFP REF NO: CPCM-06/2025-26 dated 30-June-2025 – Renewal of Outsource Resources for Data Centre at  
StockHolding for 02 (two) years

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 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 Stock Holding

Yours faithfully,

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

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ANNEXURE – 7: Compliance Statement

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(To be submitted on Company Letter Head)

RFP REF NO: CPCM-06/2025-26 dated 30-June-2025 – Renewal of Outsource Resources for Data Centre at StockHolding for 02 (two) years

**DECLARATION**

Further to our proposal dated ....., in response to the Request for Proposal (Tender No. .... hereinafter referred to as “RFP”) issued by Stock Holding, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Stock Holding. Stock Holding is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Stock Holding’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Date:

Signature with seal

Name & Designation:

**ANNEXURE – 8: Format of Bank Guarantee**

This Bank Guarantee is executed by the ----- (Bank name) a Banking Company incorporated under the Companies Act, 1956 and a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and having its head office at ----- and branch office at ----- (hereinafter referred to as the “Bank”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) and Branch office at ----- in favour of 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 400 012 (hereinafter referred to as “Stock Holding”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) at the request of -----, a Company incorporated under the Companies Act, 1956 and having its Registered Office at ----- (hereinafter referred to as the “Service Provider”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns).

**Whereas**

- A. Stock Holding has, pursuant to the Tender No. -----, issued the Purchase Order dated ----- to the Service Provider for providing -----
- B. In terms of the said Tender, the Service Provider has agreed to furnish to Stock Holding, a Bank guarantee for Rs. ----- /- (Rupees ----- only) till ----- (date).
- C. The Bank has, at the request of the Service Provider, agreed to give this guarantee as under.

**NOW IN CONSIDERATION OF THE FOREGOING:**

1. We, the Bank, at the request the Service Provider, do hereby unconditionally provide this guarantee to Stock Holding as security for due performance and fulfilment by the Service Provider of its engagements, commitments, operations, obligations or liabilities including but not limited to any sums / obligations / claims due by the Service Provider to Stock Holding for meeting, satisfying, discharging or fulfilling all or any obligation or liability of the Service Provider, under the said Tender / Purchase Order.
2. We, the Bank, hereby guarantee and undertake to pay Stock Holding up to a total amount of Rs. -----/- (Rupees ----- only) under this guarantee, upon first written demand of Stock Holding and without any demur, protest and without any reference to the Service Provider.
3. Any such demand made by Stock Holding shall be conclusive and binding on the Bank as regards the amount due and payable notwithstanding any disputes pending before any court, Tribunal, or any other authority and/ or any other matter or thing whatsoever as the liability of the Bank under these presents being absolute and unequivocal.
4. We, the Bank, agree that Stock Holding shall have the fullest liberty without consent of the Bank to vary the terms of the said Tender/ Purchase Order or to postpone for any time or time to time exercise of any powers vested in Stock Holding against the Service Provider and to forbear or enforce any of the Terms & Conditions relating to the said Tender / Purchase Order and the Bank shall not be relieved from its liability by the reason of any such variation, or extension being granted to the Service Provider or for any forbearance, act or omission or any such matter or thing whatsoever.
5. We, the Bank, agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged.
6. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Service Provider or Stock Holding.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:**

1. The liability of the bank under this guarantee is restricted to a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. This Bank Guarantee will be valid for a period up to \_\_\_\_\_ (date).
3. A written claim or demand for payment under this Bank Guarantee on or before \_\_\_\_\_ (date) is the only condition precedent for payment of part/full sum under this guarantee.

**For Issuing Bank**

Name of Issuing Authority:

Designation of Issuing Authority:

Employee Code:

Contact Number:

Email ID:



ANNEXURE – 9 – Format of Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter “Agreement”) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20xx 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.

1. **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.
2. **Confidential Information and Exclusions:** Confidential Information shall mean and include (a) any information received by the Receiving Party which is identified by Disclosing Party as confidential or otherwise; (b) all information including technical, data security, cyber security business, financial and marketing information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, know-how, ideas, concepts, strategies, trade secrets, product or services, results obtained by using confidential information, prototype, client or vendor list, projects, employees, employees skills and salaries, future business plans disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential Information disclosed herein; (d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law, provided that the recipient party gives disclosing party a written notice of any such requirement within ten (10) days after the learning of any such requirement, and takes all reasonable measure to avoid disclosure under such requirement.
3. **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.

4. **No Warranty:** All Confidential Information is provided 'as is.' Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.
5. **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.
6. **Return:** The Receiving Party who receives the Confidential Information and Confidential Materials agrees that on receipt of a written demand from the Disclosing Party:
  - a. 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).
  - b. 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;
  - c. 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
  - d. 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.
  - e. 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.
7. **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.
8. **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.
9. **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.
10. **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.

RFP for Vendor Selection for Outsourced Resources for Data Centre at  
StockHolding



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

**ANNEXURE – 10 - Monthly Compliance Certificate**

<b>Contractor Details</b>		
a	Name & address of the Contractor	
b	Locations of Stock Holding Corporation of India Limited Where services are produced. If more than 2 please attach separate Certificate)	
c	Name, address with email and contact number of authorized person of the vendor	
d	Total number of employees deployed at StockHolding's premises ( Location wise)	
<b>Statutory Compliances</b>		
1	EPF Code Number	
2	ESI Code Number	
3	Profession Tax Registration Number	
4	LWF Code Number	
5	Date of payment and amount of EPF contribution for employees deployed by vendor at StockHolding Premises (attach copy of paid Challan & ECR)	EPF Rs. Paid on _____ and PF TRRN Receipt No _____
6	Date of payment and amount of ESIC contribution for employees deployed by vendor at StockHolding Premises (attach copy of paid Challan & ESI Contribution History)	ESIC Rs. _____ Paid on _____
7	Date of payment and amount of Profession Tax Paid for employees deployed by vendor at StockHolding Premises (attach copy of paid Challan)	PT Rs. _____ Paid on _____ -
8	Date of payment and amount of LWF contribution for employees deployed by vendor at StockHolding Premises (attach copy of paid Challan)	LWF Rs. _____ Paid on _____
9	Total Gross Salary /Wages paid to employees employed by vendor at StockHolding Premises including employee wise break up in excel format	
10	Total Net Salary/ Wages paid to employees employed by vendor at StockHolding Premises	
11	Date of Payment of Salary and Wages for employees employed by vendor at StockHolding Premises (attach proof of payment)	

All the above information and documents submitted are true to the best of my knowledge.

-----  
**Signature of Vendor/Director/Owner/Partner with Company Seal**

ANNEXURE - 11 - Quarterly Compliance Certificate

Date :

Stock Holding Corporation of India Limited,  
-----  
-----  
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Dear Sir,

**Sub: Agreement dated \_\_\_\_\_ for providing Outsourced Resources for Data Centre at StockHolding**

This has reference to the agreement dated \_\_\_\_\_ executed between Stock Holding Corporation of India Limited and \_\_\_\_\_ for providing outsourced manpower services. Pursuant to the said agreement, I / We hereby confirm as under:

- 1) All governmental approvals as may be required for fulfilling our obligations in terms of the said agreement are obtained by us and the same are in force as of date.
- 2) The Services under the said agreement are performed by us in strict compliance with all applicable laws including but not limited to the Shops & Establishments Act, the Contract Labour (Regulation & Abolition) Act, the Minimum Wages Act, Payment of Wages Act, the Employees State Insurance Act, the Provident Fund Act and the Payment of Bonus Act, Labour Welfare Fund Act, Posh Act, Maternity Benefit Act, Labour Compensation Act, Profession Tax Act and all other Labour Laws which will be applicable in future, as also to any other order, ordinances, notifications, rules, regulations, legislation whether Central, State, Municipal or otherwise, related to or pertaining to the execution or performance of the Services under this Agreement.
- 3) The wages, salaries, other legal dues of our employees deployed by us at your premises in connection with the said agreement, are paid by us from time to time.
- 4) All registers and records required to be maintained under the aforesaid enactments and the rules framed thereunder are maintained by us.
- 5) Documents relating to compliance with various Government Acts / regulations are preserved / maintained by us and the same shall be submitted to SHCIL within 3 days of the request.

6) As advised by SHCIL, we have initiated the process of background checking including police verification in respect of our employees deployed at your premises and shall update the status of the same to SHCIL from time to time.

7) We confirm that SHCIL shall not have any responsibility and shall not be held directly or indirectly responsible or liable, in any manner; whatsoever with regard to the services and / or personnel so employed by us for performing / providing services in terms of the said Agreement.

Yours faithfully,

(Signature with Stamp)