Stock Holding Corporation of India Limited
(StockHolding)

RFP Reference Number: CPCM-31/2026-27

GEM Reference Number: GEM/2026/B/7832195

Date: 24-Jul-2026

REQUEST FOR PROPOSAL FOR BULK PROCUREMENT, INSTALLATION & MAINTENANCE OF i7-14700 OR HIGHER, OR EQUIVALENT PROCESSOR BASED DESKTOPS AT STOCKHOLDING OFFICES

DISCLAIMER

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

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

RFP Document Details

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	CPCM-31/2026-27
3	Requirement	Bulk Purchase of Supply, Installation and Maintenance of i7-14700 or higher, OR equivalent processor-based Desktops at StockHolding Offices **Quantity of Desktops:** 250 numbers
4	Interest free Earnest Money Deposit (EMD)	₹9,00,000/- (Indian Rupees Nine Lakhs only) by way of RTGS/NEFT/BG/FDR to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids on StockHolding'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. Bidders registered under Micro & Small Enterprises (MSE) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.
5	Email Id for queries up to Pre-Bid Meet	CPCM@stockholding.com
6	Date of Issue of RFP Document	24-July-2026
7	Date, Time and place for online Pre-bid meeting	04-Aug-2026 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 03-Aug-2026 05:00 PM
8	Last Date for Submission of prebid queries	04-Aug-2026
9	Last Date for Submission of Online Bid	17-Aug-2026 12:00 PM

10	Date of opening bid	17-Aug-2026 12:30 PM

Table of Contents

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

Submission of Proposal:

StockHolding invites e-tender through GeM Portal, in two bid system (Technical and Commercial bid), from bidders having sufficient experience on supply, maintenance and installation of desktops.

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

Objective of the RFP

Objective of this RFP is to procure Desktops in bulk from a Bidder for supply, installation and maintenance of desktops listed in this RFP. This is applicable for all offices of Stock Holding Corporation of India Ltd. (StockHolding) as per list mentioned in Annexure-8.

Desktop Model and specifications are mentioned in the Annexure – 3.

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

Clarifications regarding RFP Document:

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

A. Bids Preparation and Submission Details

1. Eligibility/Technical Bid (Annexure – 2 & Annexure - 3)

a. The required documents for Eligibility Criteria must be submitted (uploaded) online on GeM portal. Eligibility Criteria documents should be complete in all respects and contain all information asked for in this RFP document

b. Bidder will need to submit their proposed models with details in technical bid. If proposed model do not meet our specifications then StockHolding has discretion to reject the proposed model. Reverse Auction shall be carried out only for those bids shortlisted by StockHolding from the technical bid submission.

c. 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.

d. No indications pertaining to price or commercial terms should be made in the Technical Bid submission.

e. No open ended / conditional bid shall be entertained and is liable for rejected.

2. Commercial (Indicative Price) Bid

a. The bidder will submit Commercial (Indicative Price) Bid must be submitted (uploaded) online on GeM portal. (refer **Annexure - 4)**

b. The final price (L1) will be decided only on successful completion of the Online Reverse Auction.

3. Submission of Bids

a. The required documents for Eligibility Criteria and Technical Bid, Commercial (Indicative Price) Bid must be submitted (uploaded) online on GeM portal. Technical Bid and Commercial (Indicative Price) 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 *StockHolding* against all such liabilities, which are likely to arise out of the bidders failure to fulfil such statutory obligations

d. The bidder shall be solely responsible for any injury, damage, accident to the workman employed by the bidder for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its deployed resources.

e. No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bid shall not be considered.

f. All employees engaged by the bidder shall be comprehensively insured for accidents and injuries by the bidder at his/her/their cost

g. Bidders are advised to submit their online Eligibility and commercial bids well before last date of submission.

B. Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. The eligibility bid submitted by the Bidder will be evaluated against the Eligibility criteria set forth in the RFP. The Bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of *StockHolding* would be final and binding on all the bidders to this document.

StockHolding may accept or reject an offer without assigning any reason what so ever. The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of *StockHolding*.

a Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.

b The information provided by the bidders in response to this RFP document will become the property of StockHolding.

Evaluation Process

Stage 1- The 'Eligibility Criteria bid document' and 'Technical Compliance' will be evaluated and only those bidders who qualify all the requirements will be eligible for 'Commercial Bid'.

Stage 2- For only those bidders who have been found eligible in Stage 1, shall be invited for "Commercial Bid" evaluation.

Eligibility Criteria Evaluation (Stage 1)

The bidder meeting the Eligibility Criteria as per **Annexure - 2** and Technical Compliance as per **Annexure – 3** will be considered for Commercial evaluation. Any credential/supporting detail mentioned in "Annexure 2 – Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

StockHolding may seek clarifications from any or each bidder as a part of the evaluation process. All clarifications received within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective eligibility/technical compliance parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by StockHolding.

Commercial Bid Evaluation (Stage 2)

The Commercial offers of only those Bidders, who are short-listed after evaluation in Stage 1, would be opened. The format for quoting commercial bid set out in Annexure 4- "Commercial Bid Format".

Online Reverse Auction

The Bidder Whose Price Bid has not been rejected / disqualified by StockHolding will be asked to participate in the Reverse Auction, which will be conducted for determining the L1 bidder. The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Reverse Auction.

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*.

C. Eligibility Criteria

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

Criteria (Documents to be submitted online along with Technical Compliance)- Table A:

SN.	Criteria	Documents to be submitted by bidder
1	The bidder should be a company registered under Indian Companies Act, 1956 or the Companies Act, 2013 having minimum of 7 years of experience of supply, installation and Maintenance of desktops/laptops.	Documentary Proof to be attached (Certificate of Incorporation) and Self-declaration from bidder on their letter head duly signed by authorised signatory for experience
2	The bidder should have an average annual turnover of at least Rs. 90 lakhs per annum for last 03 (three) audited financial years (i.e. 2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies	Certificate from CA mentioning annual turnover or Balance Sheet for last three financial years.
3	The Bidder should have Positive Net worth of minimum Rs. 90 lakhs for each of the last 03 (three) audited financial years (i.e. 2022-23, 2023-24 and 2024-25)	Certificate from CA mentioning networth or Balance Sheet for last three financial years.
4	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
5	The bidder should have supplied minimum 500 quantities in single order of proposed OEM make Desktop PC's in the past 3 years to Commercial Banks / Financial Institutions / PSUs / Govt. Organizations in India. Note: Active Contract / Work Order which is still active and not closed can also be shared.	Purchase Order/Completion certificate should be attached and signed by Authorised signatory
6	The Bidder should be an authorised partner of OEM in India for last 3 years.	Valid Partnership Certificate or any relevant document to be submitted.

7	Bidder to submit MAF (Manufacturer Authorization Certificate) from OEM with tender reference number	MAF from OEM to be submitted.
8	Bidder & OEM should have registered office in MMRDA region.	List of office address along with contacts.
9	OEM must ensure that the Hardware to be supplied will not be End of Sale in next 1 year and End of Support in next 5 years	Certificate from OEM to be submitted.
10	The bidder should have technically qualified Engineers who have expertise and certification to support the installation of Desktop PC's.	Self-declaration by the bidder on it Letter Head, accompanied by a list of employees along with their respective expertise / certifications, duly signed by the Authorized Signatory
11	Bidder to provide Service Escalation Matrix with sign and stamp	Details of escalation matrix to be submitted.
12	Bidder to submit signed and stamped Integrity Pact as per Annexure-5.	Self-declaration from bidder duly signed by authorized signatory

Introduction

Stock Holding Corporation of India Limited (hereinafter referred to as the "StockHolding") which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns, intends to issue this RFP document, hereinafter called RFP, to eligible Vendors, hereafter called as 'Bidder/s', to participate in the competitive bidding for Supply, Installation and Maintenance of Desktop PC.

(1) Requirement

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling StockHolding to select a bidder for Supply, Installation & Maintenance of Desktop PC at StockHolding's Offices. StockHolding, for this purpose, invites proposal from bidders who are interested in participating in this RFP and are also in a position to comply with the technical requirement as mentioned in Project Scope. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.

The selected bidder is expected to supply, install and provide maintenance for 250 Quantity desktops equipped with Intel Core i7 processors (latest generation) or higher OR Equivalent processor to ensure high performance and future-readiness. Installation of all units will be at Mahape, Fort and Parel offices including necessary configuration and integration with existing systems. Comprehensive on-site 4 years' warranty including Monitor, Keyboard, Mouse etc., and support services for Operating System issues for sustained operational efficiency.

(2) Project Scope

The purpose of this RFP document is to supply, install and maintain desktops with 04 years on-site warranty at different branches of StockHolding.

StockHolding desires to select a vendor for Supply, Installation & Maintenance of Desktop PC at StockHolding's Offices. The summary requirements are as under:

Location	Quantity
StockHolding Corporation of India Ltd SHCIL House, P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai 400710 Maharashtra.	195
StockHolding Corporation of India Ltd No. 301, 3rd Floor, Centre Point, Dr. Babasaheb Ambedkar Road, Opposite Bharatmata Cinema, Parel, Mumbai – 400012.	27
StockHolding Corporation of India Ltd UTI Building, 12/13 Bank Street Cross Lane, Opposite Pipavav House, Fort, Mumbai – 400001.	08

Buffer (To be delivered at Mahape Location)	20
Total	**250**

(3) Scope of Work

3.1 **Detailed Configuration and total Quantity of required Desktops**:

Make & Model	**Quantity**
Processor: Intel Core i7-14700 or higher with integrated Intel UHD Graphics, Intel Q670 / Q770 (vPro-enabled chipset) or equivalent processor with integrated Graphics and enterprise-grade/manageability enabled chipset offering comparable or better performance and security features **RAM**: 16GB DDR5- 5600 or Higher (16GBx1 populated Memory & one Memory Slot available for future expansion). **SSD**: 512 GB PCIe NVMe M.2 or Higher SSD (with additional HDD bays for expansion), Populated power connector & Data ports for additional 3.5" SATA HDD/Device. No ODD. **OS**: Window 11 Professional (OEM Certified Pre-loaded). **Ports**: 1 USB Type-C 10Gbps signaling rate; 03 qty USB Type-A 5Gbps signaling rate; 01 qty Headphone/Microphone Combo (3.5 mm TRRS), 04 qty USB 2.0 Type-A; 01 HDMI 1.4b; 01 DisplayPort 1.4a; 01 RJ-45; 1 power connector; 1 audio line-in/line-out; 1 serial (optional), Trusted Platform Module (TPM) 2.0. **Keyboard**: Wired Standard USB Keyboard, Mouse: Wired Standard USB Mouse. **Monitor**: Minimum 21" Full HD (1920×1080) IPS Panel. **Form Factor**: SFF. **Warranty**: Comprehensive on-site including monitor, keyboard, mouse for a period of Minimum 04 years from the date of installation of last desktop.	250

Note: Refer Annexure-3 for detailed Technical Specifications

3.2 **Additional requirement**: Successful Bidder should also maintain a contingency of 25% of the total quantity of desktops for the period of 06 (Six) months from the date of issuance of PO for any additional requirement at the same price. However, Stockholding will not give any commitment to the successful bidder on procurement of additional required desktop quantities.

Stockholding will issue individual PO's on the desktops wherever any requirement arises during the said period.

3.3 **Maintenance Support Duration**: Comprehensive On-site for Hardware including Monitor, keyboard, mouse, installation / re-installation support for Operating System due to OS corruption or Hard Disk Drive failure during the warranty period of 4 years and as mentioned in the Scope of Work.

3.4 **Warranty**: 04-years of comprehensive on-site warranty and Support from the date of installation of last desktop as per Response and Resolution clause(s) mentioned. The successful bidder needs to submit warranty declaration on OEM letterhead with serial numbers of CPU, Monitor, Warranty start-end dates and the same has to be reflected on OEM's support portal.

3.5 **Response Time**: All service requests related to the supplied and installed desktops shall be acknowledged the same day and attended to within the same business day or by the next business day (NBD) from the time the issue is reported, throughout the entire warranty period.

3.6 **Resolution Time**: All reported issues shall be **resolved within four (04) business days** from the time of reporting. In the event resolution is not feasible within this period, a **replacement system of the same or higher configuration** shall be provided. The replacement must be fully commissioned with all required **applications and peripheral devices installed and operational** to ensure business continuity. This commitment shall apply during **standard support hours (9:00 a.m. to 6:00 p.m., Monday through Saturday)** and remain valid throughout the entire warranty period. All reported issues shall be resolved **within four (04) business days** from the time of reporting or a replacement has to be given of same or higher configuration, during standard support hours (09:00 a.m. to 6:00 p.m., Monday through Saturday), throughout the entire warranty period.

3.7 **Delivery:**

1) Bidder to deliver the required quantity of 250 nos. of Core i7 desktops within 12 weeks from the date of purchase order(s). Short shipment or part shipment will be considered as delayed delivery.
2) Successful Bidder should also maintain a contingency of 25% of the total quantity of desktops of Core i7 for the period of 06 (Six) months from the date of issuance of PO for any additional requirement. However, Stockholding will not give any commitment to the successful bidder on procurement of additional required desktop quantities.

Stockholding will issue individual POs on the desktops wherever any requirement arises during the said period.

3) All supplied desktops must contain licensed factory installed Microsoft Windows 11 Professional 64-bit Factory Installed Operating system and the bidder should install applications with the custom image provided by Stockholding before delivery. Bidder has to ensure that he delivers 2 sample desktops of the proposed make and model to Stockholding to create the company hardened OS image and the same will have to be installed by the bidder across all the desktops. The 2 sample desktops are only for image created and should not be taken into consideration for final delivery count. The sample desktops shall be returned back to the winning bidder at the time of image delivery. Bidder must ensure that all devices provided comply with model specification for which contract has been awarded. Bidder will deliver desktop(s) at the required location(s) as per time lines of delivery & installation.
4) Successful Bidder and/or product OEM shall warrant that all goods supplied are new, unused and of the most recent or current models and shall incorporate all latest improvements in design and materials. Successful Bidder and product OEM should further warrant that the goods supplied should have no defect arising out of faulty design, inadequate and or inferior materials or workmanship or from any act of omission of the successful bidder, when used under normal use of the supplied goods in the conditions prevalent in India.

3.8 **Warranty**:

1) 04-years of comprehensive on-site warranty and Support from the date of installation of last desktop as per Response and Resolution clause(s) mentioned.
2) The successful bidder needs to submit warranty declaration on OEM letterhead.
3) Invoice, Delivery challan and Installation report should be raised location wise.

3.9 **Installation & Support**: Bidder should provide following scope for providing comprehensive on-site support during warranty for installation and support:

1) Successful bidder to install the desktops within 12 weeks from the date of delivery.
2) Successful bidder undertakes to replace equipment, if found faulty during installation, within 7 days at no extra cost to Stockholding. Failing this, Stockholding may, at its discretion recover the amounts paid towards the equipment. Also, successful bidder and product OEM should stock necessary equipment(s) for resolution of problem.
3) Successful bidder must provide Escalation Matrix of Telephone Numbers for Service Support on OEM letterhead.

4) Successful bidder should deploy their technical staff for installation for each of the desktops includes installation, configuration of applications, and migration of existing data (work) files from old desktops system to supplied desktops and spread across the designated locations as per the details provided by Stockholding through their direct offices / authorized channel partners in India from product OEM.
5) Successful bidder will undertake to install all the desktops at the required locations. In case if any of the desktop is transferred to any of the branches of stockholding in India, support, warranty has to be continued in the new location.
6) The installation reports should be duly filled up by the Engineer who installs the desktop and submit to Stockholding with the signature of the Stockholding Employee and stamp of the recipient branch. It is mutually agreed that this installation report will be the main document for future reference. The day on which the user signs the report will be considered as the date of installation.
7) Stockholding will log telephonic and/or e-mail complaints to the designated Successful bidder as per the respective contact details provided for the technical support for problem resolution. Successful bidder should appoint trained & qualified workforce through their direct offices / authorized channel partners from product OEM to resolve the complaints. Successful bidder should provide a call number (docket number) for each of the calls logged to them.
8) During the warranty period, for any hardware failure, bidder will respond and resolve the problem as per timelines specified for response and resolution clause. During the warranty period if the Operating System (OS) problem arises, bidder will install, re-install, configure, re-configure OS with the required patches, fixes, service pack(s), updates, upgrades etc. During entire warranty period, successful bidder will provide support for OS & Motherboard driver's installation / re-installation / reconfiguration at site due to OS corruption or hard disk drive failure which attract OS & Motherboard driver's installation.
9) In case desktop need to be sent to the repair center (if needed) by the persons authorized by bidder and returned to the location at their expense. On such cases Stockholding will not bear the freight, labour charges or any other charges during warranty period.
10) In case of failure of SSD drive desktop(s), Stockholding will retain the failed SSD drive during the warranty period and failed SSD will not be given to bidder. Bidder will provide new SSD against the failed SSD during the warranty for such cases.
11) Successful Bidder hereby agrees to indemnify, protect and save Stockholding against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the bidder.

12) In case of replacement, successful Bidder will provide desktop with equivalent or higher specifications for in case if the existing model is not available during warranty period.
13) All accessories must be provided directly by the OEM and must adhere to quality standards equivalent to quality and class of device provided. Connectors/adapters if provided must ensure that these do not in any way adversely impact the performance standard of any component and/or the device as a whole.
14) Comprehensive On-site for Hardware, installation / re-installation support for Operating System due to OS corruption or Hard Disk Drive failure during the warranty period
15) Data Migration from old existing Hard Disk Drive(s) to Hard Disk Drive supplied with Desktop PC.
16) Successful bidder will make their technical staff available on call to Stockholding on a 9:00 a.m. to 6:00 p.m. basis for resolution of any problem about supplied & installed desktops as per location(s) mentioned in the respective purchase order(s).
17) Successful Bidder will do Data Migration from existing branch desktop PCs (HDD) to the supplied Desktop PCs
18) Check the Inventory of Newly delivered Desktops at the branch
19) Check the Physical condition of New Desktop (Report Damage cases to Stock holding Hardware Team via the Mahape onsite bidder team)
20) Conduct POST (Power On Self-Test)
21) Revoke existing machine from current state to workgroup as per process provided. Remove old machine from network.
22) Detach the Hard disk from the old Desktop and Insert in the New Desktop (3.5 inch HDD Bay) as a secondary disk.
23) Connect new system to network and do sysprep.
24) Run provided scripts or the procedure to connect new desktop to domain.
25) Update security software (Antivirus) provided in the desktop as per process provided.
26) Configure email as per process provided.
27) Install vpro or any other equivalent agent and its Full Monitoring Utilities.
28) Bidder will be responsible for providing required support in AMT implementation and EMA UI deployment at Stockholding".
29) Configuration of Printers & Scanners as present in the Old desktop.
30) Take the Installation Report sign-off from the Branch Manager/IT-person with following details:
    a. System restore point to be created prior to handover of configured desktop to user
    b. Detailed process and Steps will be Provided with the PO

31) Bidder to deploy 2 or more resources at Stockholding Mahape (Navi Mumbai) office during the project completion period.
32) The deployed onsite resources shall also coordinate with the respective Stockholding teams (Hardware, Networking, NTAdmin) to get the requisite technical understanding and knowledge of the systems/applications/processes required to initiate and complete the new desktop installation at the branches.
33) The deployed onsite resources shall coordinate & guide the remotely deployed bidder/bidder engineer at the branches during installation of the new desktops as per the above-mentioned points.
34) The deployed onsite resources shall also take remote access of the deployed new desktops for installation/troubleshooting and resolution of any issues at the Stockholding branches.
35) The bidder/bidder shall ensure the duly filled and authorized installation certificate (in triplicate) is submitted to Stockholding (Hardware team) for payments.
36) The deployed resources at Mahape should remain available onsite, till project completion and signoff.
37) 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.
38) Any technical problem should be resolved within the defined timeline as mentioned in the 'Response Time' and 'Resolution Time' of call reported which includes time for procuring spare parts also.

(4) Delivery and Implementation

The successful bidder shall complete delivery and implementation within a period of 12 weeks from the date of purchase order.

(5) Payment Terms

Sr. No.	Milestone		Activities
1	Delivery, Installation & Warranty Confirmation	60% payment on delivery on completion of following activities	Submission of original tax invoice and delivery challan duly certified by Stockholding branch officials
2		30% payment on completion of following activities	1) 04-years warranty confirmation should be reflected on product OEM portal for the warranty of procured desktops. Bidder should provide softcopy of worksheet of

			serial numbers for the supplied desktops w.r.t. respective location(s). 2) Installation and submission of installation report(s) for the supplied desktops from the bidder on their letter head mentioning the asset details as per the format shared by the Stockholding. All the above documents are to be submitted at Stockholding, Mahape office for payment purpose.
3	Support Cost	Payment of 2.5% shall be released upon completion of each of the 1st, 2nd, 3rd, and 4th years on pro-rata basis.	Payments shall be released upon submission of invoices duly certified by Stockholding officials

(6) <u>Taxes & levies</u>

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)

(7) <u>Penalty Structure</u>

No.	Task	Penalty Structure
1	Delivery Delay	Stockholding will impose Penalty at minimum 0.5% of the purchase value per equipment per day subject to maximum of 5% may be levied for delay on undelivered equipment or part thereof on delayed delivery beyond delivery schedule
2	Installation Delay	Stockholding will impose Penalty at minimum 0.5% of the purchase value per equipment per day subject to maximum of 10% may be levied beyond installation schedule on uninstalled equipment for delay or part thereof in delayed installation

3	Support Delay	Stockholding will impose Penalty at minimum 1% of purchase order value of each equipment per day delay in adhering to SLA terms for the response, resolution and support as mentioned in Scope of Work and SLA may be levied subject to maximum of 10% of the Purchase Order Value and will be recovered by invoking the PBG or to be paid by the winning Bidder before Stockholding releases 100% PBG based on mutual understanding between Stockholding and the winning Bidder.

Note:

a) Applicable taxes on all the penalty amounts mentioned above shall be payable.

b) Applicable penalties shall be levied as per the defined service level agreement (SLA). For all the above cases, the total penalty shall be subject to a maximum of 10% of the total contract value.

(8) <u>Site Not Ready Clause (SNR)</u>

Wherever installation could not be carried out by the successful bidder due to the StockHolding's dependencies like Site not ready etc. even after 60 days beyond the date of delivery then the payment would be released, upon the successful bidder's submission of certificate from location concerned duly signed (with Bank's seal affixed) by the StockHolding Authority concerned on the StockHolding's dependencies like site is not ready etc. However, in such a case the successful bidder has to give an undertaking to complete installation within a week of being informed that the site is ready.

(9) <u>Contract Duration</u>

Contract and Support Duration will be for the period of four years which will cover the warranty period from the date of installation of last desktop.

(10) <u>Validity of bid</u>

Bid should be valid for a minimum period of **90 days** in the event of delay in issuance of Purchase Order (PO) by StockHolding.

(11) <u>Refund of Earnest Money Deposit (EMD)</u>

a) EMD will be refunded through NEFT or return of BG/FDR to the successful bidder on providing an acceptance confirmation against the PO issued by StockHolding.

b) In case of unsuccessful bidders, the EMD will be refunded to them through NEFT or return of BG/FDR within 30 days after selection and confirmation of successful bidder, subject to internal approval of StockHolding.

(12) <u>Force Majeure:</u>

Neither 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 endeavour to find a solution to the problem. Notwithstanding above, the decision of the StockHolding, shall be final and binding on the bidder.

(13) <u>Dispute Resolution</u>

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

(14) 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.

(15) Integrity Pact

The bidder will have to enter into an Integrity Pact with StockHolding Corporation of India Limited. The format (text) for the Integrity Pact is provided as Annexure - 5. The bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory.

(16) Non-Disclosure Agreement (NDA)

The successful bidder will sign a Non-Disclosure Agreement (NDA) with Stock Holding Corporation of India Limited for the contract period as per Annexure - 10. The draft text of the NDA will have to be approved by legal department of Stock Holding Corporation of India Limited

(17) 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*.

(18) Termination of contract for convenience

StockHolding reserves the right to terminate the contract, in whole or in part, at any time and for its convenience, during the contract period, by providing 90 days' prior written notice. The notice of termination shall specify that termination is for StockHolding's convenience, the extent to which performance of the bidder under the contract is terminated and the date upon which such termination becomes effective. The bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

(19) Termination Clause

1. StockHolding reserves right to terminate the contract by giving 90 days prior written notice in advance against any of the following conditions –
    a. If penalty amount is equal to or more than 10% of total contract value; during the Termination notice period successful bidder must adhere to all the conditions mentioned in the 'Exit Management' clause.
    b. If at any point of time, the services of bidders are found to be non-satisfactory;
    c. If at any point of time, StockHolding finds out deviation to sub-contracting clause;
2. Notwithstanding the above, StockHolding may at any time terminate the Contract by giving Notice to the successful bidder if the successful bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to StockHolding.
3. Apart from above cases, StockHolding reserves the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

(20) Exit Management

1. Purpose: In the case of termination of the Contract, the Exit Management procedure will start 90 days before the expiry or termination of contract.
2. Plan: An Exit Management Plan, provided in writing by the Bidder to the StockHolding within 60 days of the acceptance of the Purchase Order/Contract, will outline the Bidder's support during the termination or expiration of the contract, along with the company's exit strategy. Following this, the exit plan must be reviewed and updated annually. The plan must include and not limited to the below points:
    a) Transition schedule and milestones
    b) List of deliverables and responsibilities
    c) Data and asset transfer procedures
    d) Key personnel and support arrangements
    e) Risk mitigation and continuity planning
3. Bidder's Obligation during the exit period –
    a) Continue Services: Continue to provide contracted services during the exit period to ensure uninterrupted operations.
    b) Handover of Assets and Equipment: Return or hand over all hardware (e.g., desktops, accessories) as per the inventory.
    c) Documentation and Knowledge Transfer: Provide complete documentation including configuration details, service logs, support records, warranty status, and SOPs.
    d) Training and Support: Provide necessary training/support to the StockHolding during the transition phase.
    e) Third-party Coordination: Cooperate with any third parties designated by the StockHolding for the transition.

4. Bidder shall provide the Termination/Expiration Assistance regardless of the reason for termination or expiration.
5. Bidder shall fully and timely comply with the Exit Plan.
6. Bidder shall not make any changes to the Services under this Agreement and shall continue to provide all Services to comply with the Service Levels.
7. Any terms related to confidentiality, warranty, liabilities, and dispute resolution shall survive the termination of the contract as applicable.

Failure to comply with the Exit Management obligations may result in penalties, including recovery of payable dues or invocation of Performance Bank Guarantee under this contract as deemed appropriate by the StockHolding.

(21) Sub-Contracting

No Sub-Contracting is allowed for this RFP.

(22) Performance Bank Guarantee (BG)

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% (Five per cent) of the Contract value (including GST) 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. The BG claim period will be 12 months from BG expiry date. No payment will be due to the successful bidder based on performance, until the BG verification is pending. A penalty of ₹5,000 per day will be imposed on 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. StockHolding reserves the right to invoke the BG in the event of non-performance by the successful bidder.

(23) 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 compliance 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.

<table>
<tr><th>Sl. No.</th><th>Parameters</th><th colspan="2">Response</th></tr>
<tr><td>1</td><td>Name of the Firm/Company</td><td colspan="2"></td></tr>
<tr><td>2</td><td>Year of Incorporation in India</td><td colspan="2"></td></tr>
<tr><td>3</td><td>Names of the Partners/Directors</td><td colspan="2"></td></tr>
<tr><td>4</td><td>Company PAN no</td><td colspan="2"></td></tr>
<tr><td>5</td><td>Company GSTN no. (please mention for all states)</td><td colspan="2"></td></tr>
<tr><td>4</td><td>Name and Address of the Principal Banker</td><td colspan="2"></td></tr>
<tr><td rowspan="3">5</td><td>Addresses of Firm/Company</td><td colspan="2"></td></tr>
<tr><td>a) Head Office</td><td colspan="2"></td></tr>
<tr><td>b) Local Office in MMRDA region</td><td colspan="2"></td></tr>
<tr><td rowspan="4">6</td><td>Authorized Contact person</td><td colspan="2"></td></tr>
<tr><td>a) Name and Designation</td><td colspan="2"></td></tr>
<tr><td>b) Telephone number</td><td colspan="2"></td></tr>
<tr><td>c) E-mail ID.</td><td colspan="2"></td></tr>
<tr><td rowspan="11">7</td><td>Financial parameters</td><td colspan="2"></td></tr>
<tr><td>Business Results (last two years)</td><td>Annual Turnover (Rs. in Crores)</td><td>Net Worth (Rs. in Crores)</td></tr>
<tr><td>2022-23</td><td></td><td></td></tr>
<tr><td>2023-24</td><td></td><td></td></tr>
<tr><td>2024-25</td><td></td><td></td></tr>
<tr><td>(Only Company figures need to be mentioned not to include group/subsidiary Company figures}</td><td colspan="2">(Mention the above Amount in INR only)</td></tr>
<tr><td>Details of Reference Customer</td><td></td><td></td></tr>
<tr><td>Customer Name and Contact No.</td><td>Brief Details of hardware supplied</td><td>PO number and Date (Attached PO with masked price)</td></tr>
<tr><td>1</td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td></tr>
</table>

N.B. <u>Enclose copies of Audited Balance Sheet along with enclosures</u>

Dated this........ Day of 2026

(Signature)

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

Note:

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

Annexure – 2 - Eligibility Criteria

(Documents to be submitted online along with Technical Compliance)

SN.	Criteria	Documents to be submitted by bidder
1	The bidder should be a company registered under Indian Companies Act, 1956 or the Companies Act, 2013 having minimum of 7 years of experience of supply, installation and Maintenance of desktops/laptops.	Documentary Proof to be attached (Certificate of Incorporation) and Self-declaration from bidder on their letter head duly signed by authorised signatory for experience
2	The bidder should have an average annual turnover of at least Rs. 90 lakhs per annum for last 03 (three) audited financial years (i.e. 2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies	Certificate from CA mentioning annual turnover or Balance Sheet for last three financial years.
3	The Bidder should have Positive Net worth minimum Rs. 90 lakhs for each of the last 03 (three) audited financial years (i.e. 2022-23, 2023-24 and 2024-25)	Certificate from CA mentioning networth or Balance Sheet for last three financial years.
4	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
5	The bidder should have supplied minimum 500 quantities in single order of proposed OEM make Desktop PC's in the past 3 years to Commercial Banks / Financial Institutions / PSUs / Govt. Organizations in India. Note: Active Contract / Work Order which is still active and not closed can also be shared.	Purchase Order/Completion certificate should be attached and signed by Authorised signatory
6	The Bidder should be an authorised partner of OEM in India for last 3 years.	Valid Partnership Certificate or any relevant document to be submitted.
7	Bidder to submit MAF (Manufacturer Authorization Certificate) from OEM with tender reference number	MAF from OEM to be submitted clearly mentioning the RFP Number.
8	Bidder & OEM should have registered office in MMRDA region.	List of office address along with contacts.

9	OEM must ensure that the Hardware to be supplied will not be End of Sale in next 1 year and End of Support in next 5 years	Certificate from OEM to be submitted.
10	The bidder should have technically qualified Engineers who have expertise and certification to support the installation of Desktop PC's.	Self-declaration by the bidder on it Letter Head, accompanied by a list of employees along with their respective expertise / certifications, duly signed by the Authorized Signatory
11	Bidder to provide Service Escalation Matrix with sign and stamp	Details of escalation matrix to be submitted.
12	Bidder to submit signed and stamped Integrity Pact as per Annexure-5.	Self-declaration from bidder duly signed by authorized signatory

Note:

a. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
b. Bidder response should be complete, Yes/No answer is not acceptable.
c. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

Dated this........ Day of 2026
(Signature)

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

Annexure – 3 – Technical Compliance

Technical Specification of Desktop for Intel Core-i7 or Higher OR Equivalent Processor

Sr. No.	Component	Specification	Compliance (Y/N)	Deviation (if any)
1	URL for Verification			
2	Cabinet	Small Form Factor with power cord having capacity between 7 Litres to 13 Litres		
3	Processor	Intel Core i7-14700 or higher with integrated Intel UHD Graphics, Intel Q670 / Q770 (vPro-enabled chipset) or equivalent processor with integrated Graphics and enterprise grade/manageability-enabled chipset offering comparable or better performance and security features. It should support Wake On LAN support, in case of OS corruption the system administrator should be able to remotely manage and monitor the desktop from a central location.		
4	Chipset	Chipset with Intel Q670 / Q770 or Higher or equivalent chipset		
5	Memory	16 GB DDR5 5600MHz or higher with 16GBx1 populated Memory & minimum 2 Memory Slot available.		
6	Memory Slots	Minimum 2 DIMM Slots for Memory		
7	Graphics Adapter	Integrated UHD Graphics		
8	Display Port	Mandatory-1 x HDMI (should support both audio and video), 1 x VGA & 1x DP port		
9	Monitor	Minimum 21" Full HD (1920×1080) IPS Panel (Same brand OEM) along with HDMI, Power cables		
10	Hard Disk Drive / Internal Storage	512 GB PCIe NVMe M.2 or Higher SSD (with additional HDD bays for expansion), Populated power connector & Data ports for additional 3.5" SATA HDD/Device. No ODD		

11	SATA Ports	Minimum 2 SATA 6.0Gb/s SATA device ports		
12	Bay for SATA device	Bay 1 x 3.5" for required Internal SATA Hard Disk Drive		
13	Keyboard	Same OEM Wired Keyboard		
14	Mouse	Same OEM Wired Optical Scroll Mouse with Mouse Pad		
15	Network Adapter	10/100/1000 Mbps Integrated Ethernet Controller with Wake on LAN support		
16	Security	Hardware TPM 2.0 or above, Chassis Lock Support		
17	Power Supply	180 Watt or higher, Auto Power Sensing, 90% Efficiency or above along with the power cables.		
18	Ports	1 USB Type-C 10 Gbps signaling rate; 03 qty USB Type-A 5 Gbps signaling rate; 01 qty Headphone/Microphone Combo (3.5 mm TRRS), 04 qty USB 2.0 Type-A; 01 HDMI 1.4b; 01 DisplayPort 1.4a; 01 RJ-45; 1 power connector; 1 audio line-in/line-out; 1 serial (optional), Trusted Platform Module (TPM) 2.0.		
19	Operating System	Windows 11 Professional OS 64 bit (OEM Certified factory Pre-loaded)		
20	OS Support	Comprehensive On-site for any hardware, Installation / re-installation support for Operating System for OS corruption due to any part failure during the warranty period.		
21	OS Image	OEM has to provide OS image / partition for OS recovery in case of OS corruption for Intel Endpoint Management Engine Platform using VPro supported features or equivalent process related platform.		
22	Data Transfer	Bidder has to perform hard disk drive transfer from existing Desktop PC to supplied Desktop PC		
23	Energy Efficient	EPR, RoHS, BIS, Energy Star compliant / BEEE		

24	Warranty	Comprehensive on-site including monitor, keyboard, mouse for a period of Minimum 04 years from the date of installation of last desktop.		
25	Warranty confirmation	OEM and Bidder has to provide confirmation on Letter Head for 04-years comprehensive on-site warranty for the supplied Desk top PC's with above terms & conditions.		
26	Factory OS original OEM license confirmation	Bidder has to provide confirmation on Letter Head confirming that the supplied Desktop PCs are certified & configured with factory installed OEM license of Windows 11 Pro 64bit.		

Note:

a. *Bidder to provide **Product Data sheet** along with the Technical Bid.*
b. The bidder must mention in details about the product being offered in lieu of the specified specifications and not by simply mentioning "Complied" or "Yes/No". Responses should be with detailed proposed specification along with justification on offered specification for both the cases whether complied or non-complied against asked specification in the above sheet.
c. During the warranty period if the problem arises with operating system then bidder will install / re-install / configure / re-configure Operating system with required patches / fixes / service packs / updates / upgrades / device drivers etc. at site.

Dated this........ Day of 2026
(Signature)

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

Annexure - 4 - Commercial bid format

SI. No	Make & Model	Onsite Warranty & Support Period	Unit Price (₹)	Quantity	Total Price (₹) Excl GST
1.	Intel Core i7-14700 or higher OR equivalent processor-based Desktops	04 years Onsite comprehensive warranty & Support from the date of installation of last desktop		250	
				Total Cost Excluding GST (₹)	
				GST (₹)	
				Total Cost with GST (₹)	

Note:

a. Above prices should be exclusive of taxes & levies.

b. The bidder will submit Commercial Bid for Total Cost with GST(₹) on GeM portal as per the format given.

c. The final price (L1) will be decided only on successful conclusion of the Online Reverse Auction.

d. The date and time of the Online Reverse Auction (RA) will be intimated to the eligible bidders on GeM portal.

Dated this........ Day of 2026

(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, StockHolding ., a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. B R Ambedkar Road, Parel, Mumbai – 400012 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s.____
____(with complete address and contact details)represented by Shri ____ (i.e. 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 / 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.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to the be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party 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 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, 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
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. Forfeiture of EMD / Security Deposit : If the Principal / StockHolding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / StockHolding / Owner apart from exercising any legal rights that may have accrued to the Principal / StockHolding / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
2. Criminal Liability: If the Principal / Owner / StockHolding obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / StockHolding has substantive suspicion in this regard, the Principal /
StockHolding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

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

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-bidders.
2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed Shri Shekhar Prasad Singh, IAS (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 50 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 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 StockHolding

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the StockHolding /Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / StockHolding in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

IX. Legal and Prior Rights

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

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

----

(For and on behalf of Principal / Owner / StockHolding

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

WITNESSES:

1.____ (Signature, name and address)

2.____ (Signature, name and address)

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

Annexure - 6 - Compliance Statement

(To be submitted along with technical bid)

Subject: RFP No: CPCM-31/2026-27 dated 24-Jul-2026 for Bulk Procurement, installation & Maintenance of i7 Desktops at StockHolding offices

DECLARATION

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

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

Dated this........ Day of 2026

(Signature)

(In the capacity of)

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

Annexure – 7 - Manufacturer Authorisation Format

To be submitted on OEM's letter head /OEM Standard Format with ink-signed

Ref: Date:

To

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

Dear Sir,

Sub: Manufacturer Authorisation for RFP No: CPCM-31/2026-27 dated 24-July-2026

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's in the above-mentioned RFP.

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

We also undertake that in case of default in execution of this contract by the <**Bidder Name**>**,** the <**OEM Name**> will take all necessary steps for successful execution of this project as per RFP requirements at no additional cost.

<OEM Name

<Authorised Signatory with Stamp>

Annexure – 8 - Location Details

Core i7 Desktop Quantity and Delivery Locations

Location	Quantity
StockHolding Corporation of India Ltd SHCIL House, P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai 400710 Maharashtra.	195
StockHolding Corporation of India Ltd No. 301, 3rd Floor, Centre Point, Dr. Babasaheb Ambedkar Road, Opposite Bharatmata Cinema, Parel, Mumbai – 400012.	27
StockHolding Corporation of India Ltd UTI Building, 12/13 Bank Street Cross Lane, Opposite Pipavav House, Fort, Mumbai – 400001.	08
Buffer (To be delivered at Mahape Location)	20
Total	**250**

Annexure – 9 – 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 "StockHolding", 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. StockHolding 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 StockHolding, 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 StockHolding 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 StockHolding 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 StockHolding up to a total amount of Rs. ________/- (Rupees _______________ only) under this guarantee, upon first written demand of StockHolding and without any demur, protest and without any reference to the Service Provider.

3. Any such demand made by StockHolding 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 StockHolding 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 StockHolding 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 StockHolding.

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 – 10 – 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, 80
3. 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.

4. **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.
5. **No Warranty**: All Confidential Information is provided ‘as is.’ Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.
6. **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.
7. **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.

8. **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.
9. **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.
10. **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.
11. **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	**For Company Name**

India Limited	
Name:	Name:
Title:	Title:
In the Presence of	
Name:	Name:
Title:	Title: