

Request for Proposal for Renewal of Forcepoint Websense Security Suite Licenses

Stock Holding Corporation of India Limited
(StockHolding)



RFP Reference Number: CPCM-33/2026-27

Date: 30-Jul-2026

GEM Reference No. - GEM/2026/B/7855365

**Request for Proposal for Renewal of Forcepoint Websense Security
Suite Licenses**

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stock Holding Corporation of India Limited (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.

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RFP Document Details

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	CPCM-33/2026-27
3	Requirement	Request for proposal (RFP) for renewal of Forcepoint Websense Security Suite Licenses for a period of 2 years, extendible by another 1-year subject to satisfactory performance.
4	Interest free Earnest Money Deposit (EMD) [*]	Rs.2,00,000/- (Indian Rupees Two Lakhs only) to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT/BG/FDR 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	30-Jul-2026
7	Date, Time and place for online Pre-bid meeting	11-Aug-2026 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 10-Aug-2026 5:00 PM
8	Last date for submission of pre-bid queries	10-Aug-2026 All responses to pre-bid queries will be published on the website. Any queries submitted after the specified deadline will not be considered.
9	Last Date for Submission of Online Bid	24-Aug 2026 2:00 PM
10	Date of opening bid	24-Aug 2026 2:30 PM

This bid document is not transferable.

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

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SUBMISSION OF PROPOSAL

StockHolding invites e-tender through GeM Portal, in in two bid system (Eligibility/Technical and Commercial bid), for renewal of Forcepoint Websense Security Suite Licenses for a period of 2 years. The contract is extendible by a period of another 1 year upon satisfactory performance.

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)

Invitation for bids:

This “Invitation for bid” is meant for the exclusive purpose of “*Renewal of Forcepoint Websense Security Suite Licenses for a period of 2 years*” for StockHolding as per the terms, conditions, and specifications indicated in this RFP and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

Due Diligence:

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

Cost of Bidding:

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

Contents of this RFP Document:

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

- a Bidder Details – Annexure 1
- b Requirement with Scope of Service and Terms and Conditions
- c Format for Eligibility Criteria - Annexure 2
- d Format for Commercial Bid - Annexure 3
- e Integrity Pact (Text) - Annexure 4
- f Compliance Statement - Annexure 5

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- g Format for bank Guarantee – Annexure 6
- h Format for Non-disclosure Agreement - Annexure 7
- i Undertaking cum Indemnity -Annexure 8

Clarifications regarding RFP Document:

- a Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to StockHolding for necessary clarifications.
- b A bidder requiring any clarification for their queries on this RFP may obtain such clarifications via email to CPCM@stockholding.com
- c StockHolding shall not be responsible for any external agency delays.
- d StockHolding reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- e At any time before the deadline for submission of bids / offers, StockHolding may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
- f StockHolding reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on StockHolding.
- g StockHolding reserves the right to amend / cancel / postpone / pre-pone the RFP without assigning any reasons.
- h It may be noted that notice regarding corrigendum/addendums/amendments/response to bidder's queries etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP.
- i It may be noted that bidder mentioned in the document may be either OEM/Distributor/System Integrator (SI).

Validity of offer:

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

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ELIGIBILITY CRITERIA (Documents to be Submitted Online)

The System Integrator must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The invitation to bid is open to all bidders who need to qualify the eligibility criteria as given below. Eligibility criteria are mandatory and any deviation in the same will attract bid disqualification.

Guidelines to be followed prior to applying:-

Bidder should upload all supporting documents at the time of submission duly signed and stamped on their company's letter head.

Sl. No	Criteria	Documents to be submitted by Bidder
1	The Bidder should be - a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013; (or) a Partnership Firm registered under Indian Partnership Act, 1932;	Copy of Certificate of Incorporation issued by the Registrar of Companies/ Copy of Registration of Partnership Deed;
2	The Bidder should be in a business of providing similar services for at least 3 years to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory And Copy of Purchase Order / Work Order / MSA / Relevant supporting documents
3	Bidder should have an average annual turnover of at least ₹ 132 lakhs per annum for last 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/Balance Sheet mentioning annual turnover for last three financial years.
4	Bidder should have Positive Net worth (minimum ₹ 16 Lakhs) for all the last 03 (three) audited financial years (i.e. 2022-23, 2023-24 and 2024-25).	Certificate from CA/Balance Sheet mentioning net worth for the past three financial years.
5	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons within last 3 years from the RFP date.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
6	The Bidder should possess an Authorization Certificate directly from the OEM.	Copy of Authorization certificate from OEM (MAF) with validity date mentioned.

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7	The bidder should have a regional/support office in the Mumbai Metropolitan Region.	Details of the bidder's office with valid GST registration in the region or Latest copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address at the region. (In case of submission of Telephone bills/Electricity bills, the same should be at least for the last 3 (three) months.
8	Bidder should have experience in providing similar service for: 1 purchase order with annual outlay of Rs 26 lakhs Or 2 purchase orders with annual outlay of Rs. 16 lakhs and above Or 3 purchase orders with annual outlay of Rs. 13 lakhs and above to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector organizations/reputed private sector organizations during the last 03 (three) years.	A. Copy of Purchase Order / Work Order/MSA; and The successful completion certificate/CRAC issued by client should contain date of start, date of completion, value on completion of work etc. (or) Self-certificate attested by the authorized signatory of the bidder confirm "in-progress" status of cited project.
9	The Bidder is to submit the following documents (signed and stamped): (a) Bidders Profile (Annexure -1) (b) Integrity Pact (Annexure – 4) (c) Compliance Statement (Annexure 5) (d) Undertaking cum Indemnity (Annexure 8)	Duly signed and stamped annexures are to be uploaded.

BIDS PREPARATION AND SUBMISSION DETAILS

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

1. Submission of Bids

- a) The required documents for Eligibility Criteria, Commercial Bid must be submitted (uploaded) online on GeM portal. Eligibility Criteria and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document
- b) The offer should be valid for a period of at least **90 days** from the date of submission of bid.
- c) The Bidder shall fulfil all statutory requirements as described by the law and Government notices. The Bidder shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify StockHolding against all such liabilities, which are likely to arise out of the agency's failure to fulfil such statutory obligations.
- d) The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document(s). Failure to furnish all information required as mentioned in the RFP document(s) or submission of a proposal not substantially responsive to the RFP document(s) in every respect will be at the bidder's risk and may result in rejection of the proposal.
- e) Delayed and/or incomplete bid shall not be considered.
- f) There may not be any extension(s) to the last date of online submission of Eligibility Criteria details and commercial Price bids. This will be at the sole discretion of StockHolding.

2. 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. Noncompliance 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 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*.

- 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.

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Evaluation Process

The evaluation process will be conducted in two stages. In the first stage, the 'Eligibility Criteria Bid Document' will be assessed. In the second stage, only those bidders who successfully meet the eligibility criteria will be invited to participate in the commercial evaluation. L1 bidder will be selected based on the lowest quote submitted by the bidder.

The contract shall be awarded for an initial term of 2 years based on the rates quoted by the bidder in their financial bids. The contract is extendible by a period of another 1 year after the two-year period at StockHolding's discretion, subject to satisfactory performance.

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SCOPE

1. Project Scope

The purpose of this RFP document is to invite bids from competent & reputed Authorized distributors for AMC and Renewal of Licenses for Forcepoint Proxy appliances.

2. Bill of Material

SR. No.	Description	Qty.
1	Forcepoint Web Security Gateway + Hybrid Licenses with Essential Support from OEM	1500

Note – The quantity of licenses is indicative, if Stockholding requires any additional licenses during the contract period then bidder shall supply the licenses at the same rate as per contract.

3. Contract Duration

24 Months (Start Date: 28-September 2026 End Date: 27-September-2028)

The contract shall be awarded for an initial term of 2 years based on the rates quoted by the bidder in their financial bids. The contract is extendible by a period of another 1 year after the two-year period at StockHolding's discretion, subject to satisfactory performance.

4. Delivery & Support Locations:

4.1. Delivery Location:

4.1.1. Stock Holding Corporation of India Limited SHCIL House, Plot No. P-51, TTC Industrial Area, MIDC, Opposite L&T Infotech, Mahape, Navi Mumbai - 400 710.

4.2. Support Location:

4.2.1. SHCIL House, Plot No. P51, T.T.C. Industrial Area, M.I.D.C, Mahape, Kalyan-Shil Road Navi Mumbai 400710 Maharashtra

4.2.2. C/O. SIFY Technologies Limited, Cyber Park, Plot No.76 & 77, Electronic City Phase 1 Bangalore 560100 Karnataka

5. Scope of Work

Below is the Scope of Work to be delivered by Websense Web Security Gateway + Hybrid System Integrator (SI) during two-year renewal period of Websense Web Security Gateway+ Hybrid licenses.

- 5.1. Assist Stockholding in configuring Best-Practices and Recommendations within Forcepoint Web Security Gateway + Hybrid Solution based on the requirements of Stockholding.
- 5.2. Web Security Gateway + Hybrid Solution should work seamlessly for in office employee users during office connectivity and Hybrid Solution for Work from home internet-based connectivity for same employee users.
- 5.3. Troubleshoot and resolve reported issues by performing analysis and configuration-

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- tuning, restricted to technical capabilities provided by Forcepoint in Forcepoint Web Security Gateway+ Hybrid Solution.
- 5.4. Bidder shall attend reported issues / queries (per year) during service period. The support window for such incidents would be 8x6 (10:00 to 18:00 IST) basis. For Support Call of Severity 1 (S1/P1) 24 x 7 support window should be available.
 - 5.5. Stockholding should be able to open a case directly with Forcepoint's Technical Assistance Centre (TAC) on 24 x 7 basis. Stockholding existing user id to be provided with privileges to open a Severity 1 case from Forcepoint support portal.
 - 5.6. Bidder will provide remote support (Remote Session, Email & Telephonic Support) for issues logged, however On-site support (at Mumbai and Bangalore location) will be provided for Critical issues where physical presence of technician is unavoidable.
 - 5.7. Support covers following Forcepoint Solution components Mumbai and Bangalore (Remote / Onsite Support):
 - 5.7.1. Forcepoint Web Security Manager Server (up to 02 instances)
 - 5.7.2. Forcepoint Reporting Server (up to 02 instances)
 - 5.7.3. Forcepoint Filtering Service (up to 02 instances)
 - 5.8. Support to migrate / replacing existing Forcepoint's Hybrid proxy components of DC and DR location to other hardware/OS/software as per product standard functionality.
 - 5.9. Support for re-installation of existing Forcepoint's Hybrid proxy components of DC and DR location will be provided as per product standard functionality.
 - 5.10. Escalate any Forcepoint Web Security Solution related problem to the Forcepoint Technical Support Helpdesk as per Support Agreement with Forcepoint. Liaise, end to end co-ordinate and follow-up with Forcepoint Technical Support for successful resolution of issues.
 - 5.11. Health-Check Activity (Yearly): Check Forcepoint Web Security solution systems as per best practice and/or recommended configuration and provide Health-Check Report to Client.
 - 5.12. Upgradation of Forcepoint Web Security solution components as on new released declared by Forcepoint (mentioned under point '5' above) is covered under Support Scope.
 - 5.13. Severity of the issue will be based on mutual agreement between Stockholding & Bidder.
 - 5.14. Quarterly assessment of the existing versions relating to hot fix/patch applicability for known issues and as part of upcoming releases of new version from Forcepoint to be intimated proactively from Bidder.
 - 5.15. Any Windows update impacting the functionality of Forcepoint product which is in knowledge and experience of support partner to be intimated on timely manner by partner so that installation of such Windows update can be avoided by Stockholding.
 - 5.16. Bidder to also provide skilled support (Requests and Incidents) for Forcepoint dependent components (example: Microsoft SQL) which are a direct pre-requisite for the product to function smoothly.
 - 5.17. 24*7 Support Bidder availability onsite / remote for Critical / High / Medium / Low Severity incidents or requests whenever required.
 - 5.18. Support Review Meeting / Call as and when required or on monthly basis.
 - 5.19. Stockholding is expecting configuration audit related parameters to be provided to us considering security aspects of the Websense Web Security Suite application.
 - 5.20. Stockholding is expecting support from Bidder and Forcepoint TAC to close the vulnerabilities reported as per the Vulnerability Assessment test being carried out by

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Organisation during quarterly basis.

5.21. Escalation Matrix to be provided on quarterly basis by the Bidder.

5.22. Support for Any New / Existing product Feature/blades deployment as per product standard functionality.

6. Delivery and Implementation

The successful bidder shall back align with the OEM within 15 calendar days from the day of acceptance of Purchase Order.

7. Payment Terms

Sr. No.	Milestone	Activities
1	License Cost + Support Cost from OEM	100% Payment on annual basis upon submission of Invoice
2	Vendor/Partner Support	Quarterly Payment on submission of Invoice

All payments shall be made from the date of license activation.

8. SLA Terms

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from the selected OEM/Bidder during the implementation and its subsequent support for the project period. Severity of the issue will be based on mutual agreement between Stockholding & Bidder. But ultimately, it will be Stockholding's discretion to assign the appropriate severity parameter to the incident.

8.1. Incident Severity based SLA

Severity Type	Description
Critical (P1)	In case multiple subsystems are down threatening business continuity and multiple users are affected, it shall be considered as a Critical incident. For Example: - Web Proxy Appliance is down due to hardware failure/ software failure because of which no internet access available to all production users/ Unable to login to Webmail console by admin user id and because of that unable to make any modifications in application related to user's settings.
High (P2)	In case any of the subsystem is down causing high impact on business operations and few clients are affected / An incident that is of High impact which involves non-critical functionality loss, one which may impact some operation but allows the client to continue to function it shall be considered as a High Severity incident. For Example: - URL filtering stopped for all users; all sites are open
Medium (P3)	In case an essential functionality becomes unavailable which is not actually hampering the business but may impact few services if not attended immediately will be termed as medium. For Example: - 4-5 users are not able to access specific site.
Low (P4)	An incident that results in a no business impact for a Production System or Development System For Example: - Problem in Generating Reports.

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8.2. Infrastructure Availability SLA

The “Infrastructure Availability” metric for the proposed solution with an Infrastructure Availability Target SLA of 99.9% will be calculated as per below formula:

$$\frac{\text{Total Solution Uptime} - \text{Total Qualifying Outage Time}}{\text{Total Solution Uptime}} \times 100$$

For the purpose of Infrastructure Availability, qualifying outage time is defined as below: Total Qualifying Outage Time or Downtime means accumulated time during which any of the components/total solution is inoperable within the Scheduled Operation Time but outside the scheduled maintenance time.

For the purpose of Infrastructure Availability, Critical or High only severity Incidents will be considered. It will Stockholding’s discretion to assign the appropriate severity parameter to the incident. For any non-performance of SLA, penalties will be levied as per calculation below. The SLA performance measurement shall be tracked and reported every month, referred to as Reporting Period. However, the penalty calculation for not being able to fulfil SLA will be aligned with quarterly invoicing period, referred to as Measurement Period.

9. Penalty Structure

9.1. Penalty for Incident Resolution

Severity Type	Response Time	Penalty
Critical (P1)	<=01 Hours	5% of the Annual PO Amount (license + support) for every call beyond Response Time.
High (P2)	<=04 Hours	4% of the Annual PO Amount (license + support) for every call beyond Response Time.
Medium (P3)	<=08 Hours	3% of the Annual PO Amount (license + support) for every call beyond Response Time.
Low (P4)	<=12 Hours	2% of the Annual PO Amount (license + support) for every call beyond Response Time.

These penalty amounts shall be recovered from the quarterly invoices submitted by the service provider or through any other methods deemed appropriate by Stockholding.

9.2. Penalty for Platform Uptime SLA on Quarterly basis

Uptime (%)	Penalty (%)
>=99.9	0%
Less than 99.9	5% of Annual PO Value (license+ support)

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Total Penalty shall be capped at 10% of the PO Value.

Refund of Earnest Money Deposit (EMD):

- 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.

Performance Bank Guarantee (PBG):

Successful Bidder shall, at own expense, deposit with the *StockHolding*, within Fifteen (15) days on issuance of PO, a Bank Guarantee (BG) for the value of 5% (Five per cent) of the Contract value (including GST) from scheduled commercial banks as per Annexure - 6. 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.

Force Majeure

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

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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.

Dispute Resolution

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

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.

Integrity Pact

The Bidder will have to enter in to an Integrity Pact with StockHolding. The format (text) for the Integrity Pact is provided as Annexure-4. The Bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the Bidder.

Non-Disclosure Agreement (NDA)

The successful Bidder will sign a Non-Disclosure Agreement (NDA) as per Annexure-7 with StockHolding for the contract period. The draft text of the NDA will have to be approved by legal department of StockHolding. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

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.

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Subcontracting

As per scope of this RFP, sub-contracting is not permitted. The bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm.

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 vendor under the contract is terminated and the date upon which such termination becomes effective. The vendor shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

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.

Exit Management

- a. Purpose: In the case of termination of the Contract, the Exit Management procedure should start 90 days before the expiry or termination of contract.
- b. 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.
- c. Bidder shall provide the Termination/Expiration Assistance regardless of the reason for termination or expiration.
- d. Bidder shall fully and timely comply with the Exit Plan.
- e. 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.
- f. Confidential Information, Security and Data: The Bidder will promptly on the commencement of the exit management period supply to StockHolding the following:
 - Information relating to the current services rendered.
 - Documentation relating to Project's Intellectual Property Rights.

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- Project Data and Confidential Information.
- All current and updated project data as is reasonably required for purposes of transitioning the services to its Replacement Bidder in a readily available format specified by StockHolding.

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.

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ANNEXURE - 1 - Details of Bidder's Profile

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

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

Sl. No	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please attach annexures for all states)		
6	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
7	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID		
8	Years of experience of providing similar services		
9	Financial parameters		
	Business Results (last three years)	Annual Turnover	Net Worth
		(Rs. in Crores)	(Rs. in Crores)
	2022-23		
	2023-24		
	2024-25		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)	

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

Dated this..... Day of 2026

(Signature)

(In the capacity of)

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ANNEXURE - 2 – Eligibility Criteria

Sl. No	Criteria	Documents to be submitted by Bidder
1	The Bidder should be - a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013; (or) a Partnership Firm registered under Indian Partnership Act, 1932;	Copy of Certificate of Incorporation issued by the Registrar of Companies/ Copy of Registration of Partnership Deed;
2	The Bidder should be in a business of providing similar services for at least 3 years to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory And Copy of Purchase Order / Work Order / MSA / Relevant supporting documents
3	Bidder should have an average annual turnover of at least ₹ 132 lakhs per annum for last 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/Balance Sheet mentioning annual turnover for last three financial years.
4	Bidder should have Positive Net worth (minimum ₹ 16 Lakhs) for all the last 03 (three) audited financial years (i.e. 2022-23, 2023-24 and 2024-25).	Certificate from CA/Balance Sheet mentioning net worth for the past three financial years.
5	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons within last 3 years from the RFP date.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
6	The Bidder should possess an Authorization Certificate directly from the OEM.	Copy of Authorization certificate from OEM with validity date mentioned.
7	The bidder should have a regional/support office in the Mumbai Metropolitan Region.	Details of the bidder's office with valid GST registration in the region or Latest copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address at the region. (In case of submission of Telephone bills/Electricity bills, the same should be at least for the last 3 (three) months.

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8	Bidder should have experience in providing similar service for: 1 purchase order with annual outlay of Rs 26 lakhs Or 2 purchase orders with annual outlay of Rs. 16 lakhs and above Or 3 purchase orders with annual outlay of Rs. 13 lakhs and above to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector organizations/reputed private sector organizations during the last 03 (three) years.	B. Copy of Purchase Order / Work Order/MSA; and The successful completion certificate/CRAC issued by client should contain date of start, date of completion, value on completion of work etc. (or) Self-certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project.
9	The Bidder is to submit the following documents (signed and stamped): (e) Bidders Profile (Annexure -1) (f) Integrity Pact (Annexure – 4) (g) Compliance Statement (Annexure 5) (h) Undertaking cum Indemnity (Annexure 8)	Duly signed and stamped annexures are to be uploaded.

Note:

- a. 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
- b. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
- c. Bidder response should be complete, Yes/No answer is not acceptable.
- d. 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)

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ANNEXURE - 3 - Commercial Price Bid Format

SR. No.	Description	Qty.	Cost for 1 st Year (₹)	Cost for 2 nd Year (₹)	Cost for 3 rd Year (₹)	Total (₹)
1	Forcepoint Web Security Gateway + Hybrid Licenses with Essential Support from OEM	1500				
2	Vendor/Partner Support	1				
Sub-Total for 3 years (₹)						
GST						
Grand Total Cost (₹) Including GST						

Notes:

- (a) Price to be quoted is for period of 03 (Three) years for Grand Total Cost (₹) including GST while uploading financial bids on GeM portal.
- (b) Applicable penalty will / may be recovered from the quarterly payment.
- (c) Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled in correctly. Please note that any Commercial Offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected.
- (d) All payments will be made in INR as per the payment terms mentioned in this RfP.
- (e) The contract shall be awarded for an initial term of 2 years based on the rates quoted by the bidder in their financial bids. The contract is extendible by a period of another 1 year after the two-year period at StockHolding's discretion, subject to satisfactory performance.

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ANNEXURE - 4 – Integrity Pact

(_____ 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:

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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.

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4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with 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.

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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.

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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-Contractors 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

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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.

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

(For and on behalf of Principal / Owner / StockHolding

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

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

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ANNEXURE – 5 – Compliance Statement

(To be submitted on Company Letter Head)

Subject: RFP REF NO: CPCM-33/2026-27 dated 30-Jul-2026 for renewal of Forcepoint Websense Security Suite Licenses for a period of 2 years

DECLARATION

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

Sr. No.	Item / Clause of the RFP	Compliance (Yes / No)	Remarks/Deviations (if any)
1	Objective of the RFP		
2	Scope of Work		
3	Eligibility Criteria		
4	Service Level Agreement (SLA) / Scope of Work		
5	Non-Disclosure Agreement		
6	Payment Terms		
7	Bid Validity		
8	Integrity Pact		
9	All General & Other Terms & Conditions in the RFP		
10	Technical Compliance		

(If Remarks/Deviations column is left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature with seal

Name & Designation:

ANNEXURE – 6 – 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

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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:

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ANNEXURE – 7 – 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

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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

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

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ANNEXURE – 8 – Undertaking cum Indemnity

xx-xxx-2026

To,
Stock Holding Corporation of India Ltd.

Dear Sir/Madam,

We , M/s _____, represented through our authorised representative Mr./Ms. _____, having our registered office at _____, do hereby solemnly undertake as follows:

- 1) That we shall comply with and abide by all labour related and other compliances/rules and regulations required by Stock Holding Corporation of India Limited (“StockHolding”) at all times.
- 2) That we shall ensure adherence to all instructions, compliances, directions and audit requirements issued by StockHolding time to time.
- 3) That non-compliance of any requirement, rules and regulations as mentioned above may lead to any action deemed appropriate by StockHolding including invocation of bank guarantee & penalty.
- 4) That in consideration of the above, I Mr./Ms. _____ on behalf of M/s _____, do hereby undertake that I (including my executors, administrators and assigns) shall at all times indemnify, defend and hold harmless StockHolding, its respective directors, officers, representatives, employees and agents (collectively known as indemnified persons) from and against any and all losses, damages, claims, fines, fees, penalties, interest obligations, deficiencies, and expenses (including amounts paid in settlement, interest, court costs, out-of-pocket fees and expenses of investigators, attorneys, accountants, financial advisors and other experts, and other out-of-pocket expenses of litigation) suffered or incurred by the Indemnified Persons, as a result of, arising from, or in connection with or relating to (a) any matter inconsistent with, or any breach or

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inaccuracy of any representation, warranty, covenant (b) failure to perform (whether in whole or part) any obligation required to be performed by me pursuant to this indemnity or (c) any claims or demands raised or made, or proceedings initiated, by any third party against StockHolding in relation to the subject matter of this indemnity bond.

- 5) That this indemnity bond shall be subject to the exclusive jurisdiction of the courts of Mumbai only.
- 6) I hereby declare that I have not intentionally or deliberately evaded or concealed any relevant information from StockHolding.
- 7) I hereby state that M/sis liable for any action by StockHolding in case of any of the covenants mentioned above holds to be untrue.
- 8) I solemnly affirm that the statements made herein above are correct and true to the best of my knowledge and belief.

Date: this ____ day of _____ 2026.

Signature _____

Witnesses

1

Signature _____

2.

Signature _____