

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



RFP Reference Number: CPCM-001/2024-25

Date: 26-Nov-2024

GEM Reference No. - GEM/2024/B/5651517

**Request for Proposal (RFP) for Renewal of Microsoft Software Licenses with Software Assurance (SA)
under Microsoft Enterprise Agreement (EA)**

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-001/2024-25
3	Requirement	RFP for Renewal of Microsoft Software Licenses with Software Assurance (SA) under Microsoft Enterprise Agreement (EA) for 03 (three) years
4	Interest free Earnest Money Deposit (EMD) [*]	Rs.20,00,000/- (Indian Rupees Twenty Lakhs only) by way of RTGS/NEFT to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT on 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 and Medium Enterprises (MSME) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.
5	Email Id for queries up to Pre-Bid Meet	CPCM@stockholding.com
6	Date of Issue of RFP Document	26-Nov-2024
7	Date, Time and place for online Pre-bid meeting	03-Dec-2024 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 02-Dec-2024 05:00 PM
8	Last Date for Submission of Online Bid	10-Dec-2024 03:00 PM
9	Date of opening bid	10-Dec-2024 03:30 PM

This bid document is not transferable.

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

Table of Contents

SUBMISSION OF PROPOSAL..... 5

ELIGIBILITY CRITERIA (Documents to be Submitted Online)..... 7

BIDS PREPARATION AND SUBMISSION DETAILS 8

 Submission of Bids..... 8

 Evaluation of Bids..... 8

REQUIREMENT 9

 Scope of Work 9

 Bill of Material..... 10

 Service Level Agreement (SLA) and Penalty..... 10

 Contract Duration 11

 Terms and Conditions 11

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

 Performance Bank Guarantee (PBG)..... 12

 Force Majeure 12

 Dispute Resolution 13

 Right to alter RFP..... 13

 Integrity Pact..... 13

 Sub-Contracting 13

 Non-Disclosure Agreement (NDA)..... 13

 Indemnify 14

 Termination Clause 14

 Exit Management 14

ANNEXURE - 1 - Details of Bidder’s Profile 15

ANNEXURE - 2 – Eligibility Criteria..... 16

ANNEXURE - 3 - Commercial Price Bid Format 17

ANNEXURE - 4 – Integrity Pact..... 19

ANNEXURE - 5 - Covering Letter on bidder’s Letterhead of Integrity Pact 24

ANNEXURE – 6 – Compliance Statement..... 26

ANNEXURE – 7 - Bidder’s Responsibility 27

ANNEXURE – 8 – Format of Bank Guarantee..... 28

SUBMISSION OF PROPOSAL

StockHolding invites e-tender through GeM Portal, in three bid system (Technical ,Commercial bid and Reverse Auction), from Microsoft Authorized partners who are eligible to sign an ‘Enterprise Agreement’ for Renewal of Microsoft licenses and maintenance of Microsoft software licenses under Software assurance.

Submission of Bids:

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

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

Invitation for bids:

This “Invitation for bid” is meant for the exclusive purpose of “Renewal of Microsoft Software Licenses with Software Assurance (SA) under Microsoft Enterprise Agreement (EA) with StockHolding for the period of 03 (three) years” as per the terms, conditions, and specifications indicated in this RFP and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

Due Diligence:

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

Cost of Bidding:

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

Contents of this RFP Document:

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

- a Bidder Details – [Annexure 1](#)
- b Format for Eligibility Criteria - [Annexure 2](#)
- c Format for Price Bid (Commercial) Bids - [Annexure 3](#)
- d Integrity Pact (Text) - [Annexure 4](#)
- e Covering Letter of Integrity Pact - [Annexure 5](#)
- f Compliance Statement – [Annexure 6](#)
- g Bidder’s Responsibility Matrix – [Annexure 7](#)
- h Format of Bank Guarantee – [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 be obtained 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.

Validity of offer:

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

ELIGIBILITY CRITERIA (Documents to be Submitted Online)

Guidelines to be followed prior to submitting an application-

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 and should be operating in India for the past 05 (five) years.	Copy of Certificate of Incorporation issued by the Registrar of Companies and Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
2	Bidder should have an average annual turnover of at least Rs. 15 (Fifteen) Crores per annum for last three financial years (2021-22, 2022-23 and 2023-24). It should be of individual company and not of Group of Companies	Certificate from CA mentioning annual turnover for last three financial years.
3	Bidder should have Positive Net worth (minimum Rs. 1.88 crores) for all the last 03 (three) audited financial years	Certificate from CA mentioning networth for the past 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 within last 2 years from the RFP date.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
5	Bidder should be Microsoft Authorized Licensing Solution Provider (LSP) of Microsoft as on RFP date	Valid Partnership Certificate
6	Bidder should have executed Microsoft Enterprise Agreement with any entity in the last 3 years as on date of submission of bid for atleast: 03 (Three) projects each costing not less than 1.5 crores (annually) or 02 (Two) projects each costing not less than 1.88 Crore (annually) or 01 (One) project costing not less than 3 Crores	Purchase Order and Completion Certificate / Satisfactory Certificate from Customer to be shared
7	Bidder should have Support office at MMR (Mumbai Metropolitan Region) of Maharashtra.	Bidder to provide office address along with GST details.

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.

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.

Evaluation of Bids

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

Online Reverse Auction

- a. The Bidder Whose Price Bid (indicative) has not been rejected / disqualified by StockHolding will be asked to participate in the Reverse Auction, which will be conducted for determining the L1 vendor. 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*.

REQUIREMENT

Scope of Work

Issue Identification and Resolution:

- 1) Bidder Team will be responsible to provide 24x7 support to the Incident/Problem/Service/Change request on Windows Server, SQL, AD and SCCM etc., deployed at StockHolding. For more Details, please refer the complete BOM.
- 2) Bidder should be able to provide technical support for Windows 10 & Windows 11 environment for the areas like patching, OS upgradation and troubleshooting.
- 3) During the course of Software Assurance period apart from guidance, trouble shooting and other support, Bidder should update on the availability of updates and upgrades of the product as and when released via email to StockHolding.
- 4) The delivery of software licenses shall be completed within 2 weeks from the date of purchase order. The delivery will be deemed as complete only after license copies are updated in the Microsoft Volume Licensing portal. The Bidder shall deliver all the product licenses in the name of "Stock Holding Corporation of India Limited". Delivery of Microsoft Licenses shall be electronic. The relevant username and passwords / any other authentication required for electronically downloading the software from Microsoft website shall be made available within 2 weeks from the date of issue of purchase order
- 5) The troubleshooting cannot be considered out of scope or restricted if certain application or Database is not functioning due to Microsoft product/OS behaviour.
For example: Any type of troubleshooting for Antivirus not getting updates. It could be due to OS behaviour causing the AV to be out of date or non-responsive. RCA should be provided by the OEM for each ticket logged with Microsoft Support.
- 6) The Bidder support team will be responsible for communicating with the StockHolding IT Team as per requirement throughout the resolution process.
- 7) StockHolding requires Remote support for Incident/Problem/Service Requests/Change. However, in exceptional/emergency cases Bidder should be able to send Resident Engineer at the StockHolding premise.
- 8) Bidder should ensure dedicated 24x7 Service Desk with L1/L2/L3 Technical verticals for issue escalation and resolution either directly/ through OEM.
- 9) The Bidder should ensure advisory Support either directly/ through OEM as and when needed by StockHolding.
- 10) The OEM/Bidder should annually provide Active Directory Security Assessment (RAP-Risk Assessment Program) for our Active Directory Domain controllers (2DC+1DR). We may also need annual assessment for all other Microsoft products listed in the BOM.
- 11) The Bidder should share escalation matrix with direct contact nos. to StockHolding.
- 12) Monthly review meeting has to be conducted at StockHolding premise followed by Minutes of Meeting.

Bill of Material

For Stock Holding Corporation of India Limited (A)

Sl. No	Line Item	Part Number	License Qty
Enterprise			
1	WINE3perDVC ALNG SA MVL Pltfrm	KV3-00353	450
2	WINE3perDVC ALNG SA MVL Pltfrm	KV3-00353	374
3	CoreCAL ALNG SA MVL Pltfrm DvcCAL	W06-01069	450
4	CoreCAL ALNG SA MVL Pltfrm DvcCAL	W06-01069	374
LoB			
1	WINE3perDVC ALNG SA MVL	KV3-00368	1,126
2	CoreCAL ALNG SA MVL DvcCAL	W06-00021	1,126
Additional Products			
1	VSProSubMSDN ALNG SA MVL	77D-00111	20
2	CISSteStdCore ALNG SA MVL 2Lic CoreLic	9GA-00313	544
3	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	7JQ-00343	8
4	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	92
5	Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	10

For StockHolding Services Limited (B)

Sl. No	Line Item	Part Number	License Qty
Enterprise			
1	OfficeProPlus ALNG SA MVL Pltfrm	269-12442	01
2	OfficeStd ALNG SA MVL Pltfrm	021-08258	23
LoB			
1	WinEntforSA ALNG SA MVL	KV3-00368	61
2	CoreCAL ALNG SA MVL DvcCAL	W06-00021	61
Additional Products			
1	CISStd ALNG SA MVL 2Proc	9GA-00313	16
2	SQLCAL ALNG SA MVL DvcCAL	359-00792	15
3	SQLSvrEnt ALNG SA MVL	810-04760	03
4	SQLSvrStd ALNG SA MVL	228-04433	03
5	WinSvrStd ALNG SA MVL 2Proc	9EM-00270	80

Service Level Agreement (SLA) and Penalty

Delay in delivery & updating in Microsoft Volume Licensing Portal:

StockHolding may impose penalty of 0.5% of the order value of a particular software component per week's delay if the bidder fails to deliver within the time limit specified in the RFP. This penalty will also be applicable if the Software offered has a serious discrepancy in the software components. However, this penalty will not be applicable if the delay is with the prior written approval of StockHolding. The total penalty shall be limited to 10% of the total value of the Purchase Order (PO).

SLA Requirement:

Severity	Name	Definition	Response Time
1	Critical Business System Down	Business at risk. Complete loss of a critical application or solution	< 1-hour for all products
A	Critical Business System Degraded	Significant loss or degradation of services.	< 1-hour for all products
B	Moderate Business Impact	Moderate loss or degradation of services, but work can reasonably continue in an impaired manner.	< 2-hour for all products
C	Minor Business Impact	Substantially functioning with minor or no impediments of services.	< 4-hour for all products

StockHolding requires the below services mandatorily under Microsoft Unified Enterprise Support Package

- Enterprise Advisory Support As-needed (6 hours/day/ticket)
- Enterprise Problem Resolution As-needed
- Enterprise Reactive Support Management

Penalty Structure for the bidder:

Severity	Name	Response Time	Penalty Structure
1	Critical Business System Down	< 1-hour for all products	0.1% of annual contract value for every additional hour irrespective of the time taken within the additional one hour exceeding the SLA time
A	Critical Business System Degraded	< 1-hour for all products	
B	Moderate Business Impact	< 2-hour for all products	
C	Minor Business Impact	< 4-hour for all products	

Contract Duration:

Contract Description	Period
Software Licenses with Software Assurance under Microsoft EA	Valid for period of 3 years, beginning from 01 st July, 2024 till 30 th June, 2027.
Microsoft Unified Enterprise Support Package	Valid after acceptance of Purchase Order till 30 th June, 2027.

The contract will be deemed completed only when all the items and services contracted by the StockHolding are provided and accepted by the StockHolding as per the requirements of the contract executed between the StockHolding and the OEM.

Contract period is for 03 (three) years. Separate Purchase Order (PO) will be issued for Stock Holding Corporation of India Limited (StockHolding) and its Subsidiaries i.e. StockHolding Services Limited (SSL) to the successful bidder.

Terms and Conditions

A. Payment:

- Annual payment on submission of an invoice with delivery challan (if applicable) and confirmation of licenses on Microsoft Volume Licensing Portal.
- Separate payment will be made for Stock Holding Corporation of India Limited (StockHolding) and StockHolding Services Limited (SSL).

B. Taxes & levies:

- a. Applicable TDS will be deducted (recovered) from the payment(s).

- b. Taxes/GST as applicable
- c. Applicable Penalty/Penalties may be recovered from payment.
- d. Payments will be released only after submission and verification of the required Bank Guarantee (BG).
No payment will be made to successful bidder, until the BG is submitted.

C. Delivery of Licenses & Software Assurance

The delivery of software licenses shall be completed within 6 weeks from the date of the Purchase order. The delivery will be deemed as complete only after license copies are updated in the Microsoft Volume Licensing portal. The Bidder shall deliver all the product licenses in the name of “Stock Holding Corporation of India Limited”. Delivery of Microsoft Licenses shall be electronic. The relevant username and passwords / any other authentication required for electronically downloading the software from Microsoft website shall be made available within 4 weeks from the date of issue of Purchase Order.

Refund of Earnest Money Deposit (EMD)

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

Performance Bank Guarantee (PBG)

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

Bank Guarantee may be discharged / returned by *Stock Holding* 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.

Separate Bank Guarantee (BG) will be issued for Stock Holding Corporation of India Limited (*Stock Holding*) and *Stock Holding Services Limited (SSL)* to the successful bidder.

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

Force Majeure

Neither the *Stock Holding* nor the Bidder shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence, defined as "Force Majeure". For purposes of this clause, “Force Majeure” mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at

the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

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

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

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

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 successful Bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful Bidder.

Sub-Contracting

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

Non-Disclosure Agreement (NDA)

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

The software licenses/ subscriptions and assurance to be procured under this RFP will be governed as per the end user license agreements (EULA) signed between the StockHolding and OEM (Microsoft). The support obligations under the agreement will be of OEM. 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.

Termination Clause

- i. StockHolding reserves right to terminate the contract without assigning any reason whatsoever by giving 90 days prior written notice to successful bidder. During the Termination notice period successful bidder must adhere to all the conditions mentioned in the 'Exit Management' clause.
- ii. StockHolding reserves the right to recover any dues payable by the selected 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 compliance 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.
 - 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.

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 in providing Renewal and maintenance of Microsoft software licenses			
9	Financial parameters			
	Business Results (last three years)	Annual Turnover	Net Worth	
		(Rs. in Crores)	(Rs. in Crores)	
		2021-22		
		2022-23		
	2023-24			
(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)			

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

Dated this..... Day of 2024

(Signature)
(In the capacity of)

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 and should be operating in India for the past 05 (five) years.	Copy of Certificate of Incorporation issued by the Registrar of Companies and Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
2	Bidder should have an average annual turnover of at least Rs. 15 (Fifteen) Crores per annum for last three financial years (2021-22, 2022-23 and 2023-24). It should be of individual company and not of Group of Companies	Certificate from CA mentioning annual turnover for last three financial years.
3	Bidder should have Positive Net worth (minimum Rs. 1.88 crores) for all the last 03 (three) audited financial years	Certificate from CA mentioning networth for the past 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 within last 2 years from the RFP date.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
5	Bidder should be Microsoft Authorized Licensing Solution Provider (LSP) of Microsoft as on RFP date	Valid Partnership Certificate
6	Bidder should have executed Microsoft Enterprise Agreement with any entity in the last 3 years as on date of submission of bid for atleast: 03 (Three) projects each costing not less than 1.5 crores (annually) or 02 (Two) projects each costing not less than 1.88 Crore (annually) or 01 (One) project costing not less than 3 Crores	Purchase Order and Completion Certificate / Satisfactory Certificate from Customer to be shared
7	Bidder should have Support office at MMR (Mumbai Metropolitan Region) of Maharashtra.	Bidder to provide office address along with GST details.

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 2024

(Signature)

(In the capacity of)

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

ANNEXURE - 3 - Commercial Price Bid Format

Commercial Price Bid Format

For Stock Holding Corporation of India Limited (A)

S/N.	Line Item	Part Number	License Quantity [A]	Unit Price (₹) [B]	One Year Price (₹) [C=A*B]	Total Price for 3 years (₹) [D=C*3]
Enterprise						
1	WINE3perDVC ALNG SA MVL Pltfrm	KV3-00353	450			
2	WINE3perDVC ALNG SA MVL Pltfrm	KV3-00353	374			
3	CoreCAL ALNG SA MVL Pltfrm DvcCAL	W06-01069	450			
4	CoreCAL ALNG SA MVL Pltfrm DvcCAL	W06-01069	374			
LoB						
1	WINE3perDVC ALNG SA MVL	KV3-00368	1,126			
2	CoreCAL ALNG SA MVL DvcCAL	W06-00021	1,126			
Additional Products						
1	VSPProSubMSDN ALNG SA MVL	77D-00111	20			
2	CISStcStdCore ALNG SA MVL 2Lic CoreLic	9GA-00313	544			
3	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	7JQ-00343	8			
4	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	92			
5	Win Remote Desktop Services CAL ALng LSA UCAL	6VC-01252	10			
Total Cost (without GST)						
GST						
Total Cost (with GST)						

For StockHolding Services Limited (B)

S/N.	Line Item	Part Number	License Quantity [A]	Unit Price (₹) [B]	One Year Price (₹) [C=A*B]	Total Price for 3 years (₹) [D=C*3]
Enterprise						
1	OfficeProPlus ALNG SA MVL Pltfrm	269-12442	01			
2	OfficeStd ALNG SA MVL Pltfrm	021-08258	23			
LoB						
1	WinEntforSA ALNG SA MVL	KV3-00368	61			
2	CoreCAL ALNG SA MVL DvcCAL	W06-00021	61			

**RFP for Renewal of Microsoft Software Licenses with Software Assurance (SA)
under Microsoft Enterprise Agreement (EA)**



Additional Products						
1	CISStd ALNG SA MVL 2Proc	9GA-00313	16			
2	SQLCAL ALNG SA MVL DvcCAL	359-00792	15			
3	SQLSvrEnt ALNG SA MVL	810-04760	03			
4	SQLSvrStd ALNG SA MVL	228-04433	03			
5	WinSvrStd ALNG SA MVL 2Proc	9EM-00270	80			
Total Cost (without GST)						
GST						
Total Cost (with GST)						

For Microsoft Unified Enterprise Support Package (C)

S/N.	Line Item	1 st Year Price (₹) [A]	2 nd Year Price (₹) [B]	3 rd Year Price (₹) [C]
1.	Microsoft Unified Enterprise Support			
	Total Cost (without GST)			
	GST			
	Total Cost (with GST)			
	Grand Total (1st Year+2nd Year+3rd Year)			

Entity Name/Description	Total Price (₹) with GST
Stock Holding Corporation of India Limited (A)	
StockHolding Services Limited (B)	
Microsoft Unified Enterprise Support Package (C)	
Grand Total Price for 3 Years (including GST)	

Notes:

- a Price to be quoted is for contract period of 03 (three) years including GST while uploading financial bids on GeM portal.
- b StockHolding reserves the right to negotiate with L1 bidder.
- 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 Separate payment will be made for Stock Holding Corporation of India Limited (StockHolding) and StockHolding Services Limited (SSL).
- e All payments will be made in INR.

ANNEXURE - 4 – Integrity Pact
(To be executed on plain paper and submitted only by the successful bidder)

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

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

_____ (with complete address and contact details) represented by Shri _____ (i.e. Bidders hereinafter called the '**Counter Party**')) which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

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

I. Commitment of the Principal / Buyer

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

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
 - b) The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
 - c) The Principal / Owner shall endeavor to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / Stock Holding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / Stock Holding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal / Stock Holding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / Stock Holding.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / Stock Holding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / Stock Holding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

7. The Bidder / Counter Party has to submit a Declaration along with Eligibility Criteria, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Eligibility Criteria as given at **Annexure**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of 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 competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his 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 5 crore or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.
5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner / StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit 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 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:-

**RFP for Renewal of Microsoft Software Licenses with Software Assurance (SA)
under Microsoft Enterprise Agreement (EA)**



(For and on behalf of Principal / Owner / Stock Holding)

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

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

ANNEXURE - 5 - Covering Letter on bidder's Letterhead of Integrity Pact

To,

Sub: RFP REF NO: CPCM-001/2024-25 dated 26-Nov-2024 for Renewal of Microsoft Software Licenses with Software Assurance (SA) under Microsoft Enterprise Agreement (EA) with Stock Holding for the period of 03 (three) years

Dear Sir,

DECLARATION

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

Yours faithfully,

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

ANNEXURE – 6 – Compliance Statement
(To be submitted on Company Letter Head)

RFP REF NO: CPCM-001/2024-25 dated 26-Nov-2024 for Renewal of Microsoft Software Licenses with Software Assurance (SA) under Microsoft Enterprise Agreement (EA) with StockHolding for the period of 03 (three) 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)		
5	Non-Disclosure Agreement		
6	Payment Terms		
7	Bid Validity		
8	Integrity Pact		
9	All General & Other Terms & Conditions in the RFP		
10	Requirement		

(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 – 7 - Bidder’s Responsibility
(To be submitted on Bidder’s Company Letter Head)

RFP REF NO: RFP REF NO: CPCM-001/2024-25 dated 26-Nov-2024 for Renewal of Microsoft Software Licenses with Software Assurance (SA) under Microsoft Enterprise Agreement (EA) with StockHolding for the period of 03 (three) years

The Bidder and OEM (Microsoft) need to take the responsibility of the following activities throughout the contract period.

Sr. No.	Activities	Responsibility		Remarks
		Bidder	OEM	
1	Supply of Microsoft Licenses	YES	YES	
2	Installation and Configuration	YES	YES	
3	24x7 support to the Incident/Problem/Service/Change request on Windows Server, SQL, AD and SCCM etc	YES	YES	
4	Technical support for Windows 10 & Windows 11 environment for the areas like patching, OS up-gradation and troubleshooting	YES	YES	
5	Active Directory Security Assessment for our Active Directory Domain controllers (2DC+1DR)	YES	YES	
6	Monthly review meeting	YES	-	

ANNEXURE – 8 – Format of Bank Guarantee

This Bank Guarantee is executed by the ----- (Bank name) a Banking Company incorporated under the Companies Act, 1956 and a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and having its head office at ----- and branch office at _____ (hereinafter referred to as the “Bank”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) and Branch office at _____ in favour of Stock Holding Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400 012 (hereinafter referred to as “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: