



RFP Reference Number: IT-04/2023-24
Date: XXXX

**Request For Proposal – Empanelment of Service Providers for availing Manpower for Software Development
and Production Support
For
Stock Holding Corporation of India Limited**

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.

CRITICAL DATA SHEET

No	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	IT-04/2024-25
3	Requirement	Request for proposal (RFP) for Empanelment of Service Providers for availing Manpower in Software Development and Production Support for IT Automation Department of Stock Holding Corporation of India Limited
4	Interest free Earnest Money Deposit (EMD) [*]	Rs.1,00,000/- (Indian Rupees One 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. Bidders to share the UTR details to us on below mentioned email address.
5	Email Id for queries up to Pre-Bid Meet	PRIT@stockholding.com
6	Date of Issue of RFP Document	10-May-2024
7	Last date and time for submission of bidder queries (by email)	15-May-2024 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to PRIT@stockholding.com before 15-May-2024 05:00 PM
8	Date, Time and place for online Pre- bid meeting	16-May-2024 11:00 AM
9	Last Date for Submission of Online Bid (Technical and Commercial)	24-May-2024 before 5.00 PM
10	Date of opening online technical bid	24-May-2024 at 5.30 PM
11	Date of opening of Commercial bid Online	31-May-2024 at 5.00 PM (Request will be sent to all Technically qualified bidders)
12	Address for online submission of commercial bids	Bid must be submitted online at https://StockHolding.auctiontiger.net
13	Contact Details of M/s. e-Procurement Technologies Ltd. (ETL), Ahmedabad	Call : +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566 e-mail: support@auctiontiger.net

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

This bid document is not transferable. StockHolding reserves the right to modify/update activities/ dates as per requirements of the process.

Table of Contents

DISCLAIMER.....	2
CRITICAL DATA SHEET.....	3
GLOSSARY	6
1. INTRODUCTION.....	7
1.1 Overview – About Stock Holding Corporation of India Limited.....	7
1.2 Background.....	7
1.3 Objective	7
2. TERMS OF THE RFP.....	8
2.1 Submission of Bid Proposal.....	8
2.2 Due Diligence	8
2.3 Cost of Bidding:.....	8
2.4 Clarifications regarding RFP Document	8
2.5 Contents of this RFP Document.....	9
2.6 Validity of offer.....	9
3. REQUIREMENTS.....	10
3.1 RFP Context.....	10
3.2 Scope of Work	10
3.3 Resource Requirements	13
3.4 Expected timelines for onboarding resources	13
3.5 General Information	13
3.6 Empanelled Bidder(s) Responsibilities	13
3.7 Contract Duration	14
3.8 Contract Documentation.....	14
3.9 Invoicing and Payment Terms	14
3.10 Cancellation of Contract	14
3.11 Performance Bank Guarantee	14
3.12 Expenses.....	15
4. EVALUATION METHODOLOGY AND CRITERIA	16
4.1 Evaluation Methodology	16
4.2 Eligibility Criteria	16
4.3 Technical Criteria	17
4.4 Commercial Evaluation Model	18
5. INSTRUCTIONS TO BIDDERS	19
5.1 General Terms & Conditions	19
5.2 Information Confidentiality.....	19
5.3 Costs Borne by Bidder.....	20

5.4 Refund of Earnest Money Deposit (EMD) 20

5.5 Bidder Obligation to Inform Itself 20

5.7 Clarification 20

5.8 Disqualification..... 20

6. OTHER TERMS AND CONDITIONS 21

6.1 Force Majeure 21

6.2 Period of Contract..... 21

6.3 Termination of Contract 21

6.4 Data Privacy and Security Safeguards 22

6.5 Subcontracting..... 22

Annexure 1: Covering Letter – Eligibility and Technical Proposal..... 23

Annexure 2: Covering Letter – Commercial Proposal..... 24

Annexure 3: Details of Bidder’s Profile 25

Annexure 4: Eligibility Criteria Documentation 26

Annexure 5: Technical Criteria Documentation 27

Annexure 6: Commercial Bid Format 28

Annexure 7: Integrity Pact 30

Annexure 8: Covering Letter on bidder’s Letterhead of Integrity Pact 35

Annexure 9: Reference Checks 36

Annexure 10: Pre-Bid Query Format 37

Annexure 11: Deviations..... 38

Annexure 12: Performa for Bank Guarantee 39

GLOSSARY

Abbreviation	Description
Stock Holding, Company	Stock Holding Corporation of India Limited
Bidder/s	Refers to the parties participating in the supply, service, implementation and manage the solution as per Stock Holding RFP
UAT	User Acceptance Testing
Personnel/ Resources	Professionals and support staff provided by the Bidder
Project	The Bidders' delivery of the services and deliverables over the tenure of the contract
RCA	Root Cause Analysis
RFP	Request for Proposal
SDLC	Software Development Life Cycle
ST	Systems Testing including testing of Business Scenarios, Integration and reports
UT	Unit Testing
Service provider	The bidder(s) awarded a contract resulting from this RFP.
Contract	The agreement formed between Company and the service provider as evidenced by an Agreement issued to the Company.
Contract document	The agreement, the service provider's proposal document, the RFP and such other documents as listed in the agreement, including all amendments or an addendum agreed between parties.
Must, Mandatory or Required	An absolute minimum function or capacity, which, if not satisfied in the proposal, may result in disqualification in the final evaluation.
De-identification	Process of removing from data any information from electronic media that identifies a particular individual
RFP	Request for proposal including any amendments, attachments, and/or clarifications pertaining to RFP that may be issued prior to the closing date
Should, May or is desirable	Desirable but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated favorably than those who cannot.
Candidate, IT Resource	Employee of the Empanelled Bidder(s)

1. INTRODUCTION

1.1 Overview – About Stock Holding Corporation of India Limited

StockHolding, a subsidiary of IFCI Limited was promoted by the public financial institutions and incorporated as a public limited company on July 28, 1986. StockHolding is a Government Organization, being a subsidiary of IFCI. StockHolding, one of the largest Depository Participants (DP) and also largest premier Custodian in terms of assets under custody, provides post trading and custodial services to institutional investors, mutual funds, banks, insurance companies, etc. StockHolding acts as a Central Record Keeping Agency (CRA) for collection of stamp duty in 21 States and Union Territories on pan India basis. StockHolding is one of the largest Professional Clearing Members of the country.

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

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

1.2 Background

As part of its Stockholding's IT initiatives, the company has already deployed various IT applications / products like Post Trading System, FAR, Corporate Accounts, SLB's, PMS, SCS, Data Bank, Treasury account, ISA, SIM and Payroll etc. In addition to these, the Company is continually developing and deploying suitable technology solutions as part of several new projects on an on-going basis depending upon the needs of the business.

To provide suitable and appropriate Manpower services for the existing as well as the future IT initiatives, StockHolding intends to select one or more reputed institutions / Professional firms / Companies, as Empanelled Bidders for Supply of Manpower Services in Software Application Development and Production Support through staff augmentation on Time & Material (T&M) basis.

1.3 Objective

The purpose of this RFP is to inform potential Bidders/ Reputed Institutions / Professional Firms, to assist Company by providing Manpower Services for Software Development and Production Support for StockHolding's IT Automation Department as per the Scope given in Section 3, and thereby solicit proposals for the asked deployment. Based upon the review and evaluation of proposals offered in response to this RFP, Company may choose to negotiate and enter into contracts with maximum 05 (five) successful Bidders for contract duration of 03(three) years

Not with standing any other provision herein, Bidder participation in this process is voluntary and at Bidder's sole discretion. Price will be a consideration but will not be the sole factor in Company's decision to award a contractual relationship. Company reserves the right to accept or reject any or all bids from a specific or multiple Bidders for any reason at any time. Company also reserves the right at its sole discretion to select or reject any or all Bidder(s) in this process and will not be responsible for any direct or indirect costs incurred by the Bidders in this process.

2. TERMS OF THE RFP

2.1 Submission of Bid Proposal

The response to this RFP will be submitted by way of three stage bidding process. The eligibility and technical proposal with the relevant information/documents/acceptance of all terms and conditions as described in this RFP document will be submitted online through M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad, the outsourcing agency approved by StockHolding for e-bidding on the website (<https://stockholding.auctiontiger.net>). The bidder will be trained by e-Procurement Technologies Ltd. for this purpose, and the bidder will have to abide by the e-business rules in consultation with e-Procurement Technologies Ltd.

The bidder will have to upload the duly signed and scanned RFP submission with relevant document(s) along with eligibility, technical and commercial bids (Annexure – 1 and 2). All Annexure Forms will have to be filled and submitted online. The Eligibility, Technical Bid along with Commercial Bids with relevant documents must be submitted online.

The online Bids (Eligibility, Technical and Commercial) should be uploaded as per the critical data sheet of this RFP by the due date and time. The responsibility to ensure this lies with the Bidder. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of Bid documents. Bids sent by fax or e-mail will not be considered.

The bidders are requested to note that it is mandatory to have a valid digital certificate issued by any of the valid certifying authorities approved by Govt. of India to participate in the online bidding. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, bidders can contact service provider (M/s e-Procurement Technologies Ltd.)

2.2 Due Diligence

The bidder is expected to examine all instructions, Forms, Terms, Conditions, and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with the 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 is 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.

2.3 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.

2.4 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 may obtain clarification for their queries on this RFP via email to PRIT@stockholding.com. A pre-bid discussion would be held in case requested by bidders to clarify the queries raised.
- 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 initiative or in response to a clarification requested by bidders, modify this RFP Document.
- f) Sub-Contracting-The services offered to be undertaken in response to this RFP shall be undertaken to be provided by the Bidder directly employing their employees, and there shall not

- be any sub-contracting done by the Bidder.
- g) It may be noted that notice regarding corrigendum / addendums / amendments / response to bidders' queries, etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP.
 - h) 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.
 - i) StockHolding reserves the right to amend / cancel / postpone the RFP before issuing of PO without assigning any reasons whatsoever.
 - j) 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.

2.5 Contents of this RFP Document

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

- a) Covering Letter - Eligibility and Technical Proposal: Annexure 1
- b) Covering Letter - Commercial Proposal: Annexure 2
- c) Details of Bidder's Profile: Annexure 3
- d) Format for Eligibility Criteria: Annexure 4
- e) Format for Technical Criteria: Annexure 5
- f) Price Bid (Commercial) Bids: Annexure 6
- g) Integrity Pact (Text): Annexure 7 and Annexure 8
- h) Reference Checks: Annexure 9
- i) Pre Bid Query Format: Annexure 10
- j) Deviations: Annexure 11
- k) Performa for Bank Guarantee: Annexure 12

2.6 Validity of offer

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

3. REQUIREMENTS

3.1 RFP Context

This Request for Proposal (hereinafter referred to as “RFP”) document encompassing Annexure, and subsequent Addendum and/or Corrigendum, has been issued solely to enable StockHolding to procure Manpower Services for Software development and Production Support Activities which includes requirement gathering, implementation, configuration, integration with other applications (Internal & external), training, roll out, post go live support.

3.2 Scope of Work

- a) StockHolding is seeking proposal for resource augmentation in the area of technology development, project implementation, monitoring, management, capacity building, or a combination of any or all of these.

The broad scope of project envisages on onsite IT Professional services, IT administration, Software modernization, maintenance and development in the most time & cost- effective manner. It includes study, design, development, integration, testing and implementation of the software and other components required. Selected Bidder must provide needed services by deploying resources onsite specifically to meet StockHolding’s requirements. For this purpose, StockHolding wishes to empanel manpower agencies. Eligibility criteria & terms of empanelment are detailed in this RFP.

- b) For each resource StockHolding wishes to hire, it will seek resumes from all the empanelled agencies and will interview the candidates for suitability before on-boarding. Alternatively, StockHolding may also invite technical-cum-financial proposals for specific projects or tasks. Agencies shall submit their detailed proposals which shall include the positions/designations of proposed resources in line with this RFP as per need of the project or task. The proposals shall be evaluated by StockHolding and work awarded accordingly.
- c) Domain wise tentative requirement of resources is as under:

S. No.	Category	Experience	Qualification	Skill-Set
1	Oracle Forms Reports and PL/SQL DEV	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (IT, Computer Engineering or from related field), B.Sc. IT/M.Sc. IT	Oracle, SQL Query, Stored Objects, UTL packages, DML Statement development and execution, ETL activities, Fusion Middleware, SQL Tuning, ORACLE Forms 11g/12c, Reports11g/12c
2	.NET DEV	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (IT, Computer Engineering or from related field), B.Sc. IT/M.Sc. IT	.Net, ASP, Entity Framework, MVC, SQL, HTML5 , CSS3, JavaScript , Ajax and JQuery
3	JAVA DEV	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (IT, Computer Engineering or from related field), B.Sc. IT/M.Sc. IT	Java , EJB, Servlets , JSP and Springs, SOAP and Restful Web services, Tomcat , Glassfish or any other J2EE container, HTML5 , CSS3, JavaScript , Ajax and JQuery, API interface, SQL
4	Business Analyst	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years	MBA/BCA/MCA /Engineering (Any Branch), B.Sc. IT/M.Sc. IT	Capital Markets Domain, Documentation, Requirement gathering, Data Modeling, Testing skills, Scrum agile

		L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	preferably with domain certifications	methodology, User management, SDLC life cycle and preferred NISM Certification.
5	Oracle APEX	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (IT, Computer Engineering or from related field), B.Sc. IT/M.Sc. IT	Oracle APEX application development, SQL and PL/SQL, Oracle Database, Data Modeling, JavaScript, CSS, Ajax and jQuery, REST web services
6	API Developer	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (IT, Computer Engineering or from related field), B.Sc. IT/M.Sc. IT	Java, Spring Boot and Spring Integration components, RESTful APIs, Documentation, SQL.
8	JIRA Admin	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (Any Branch), B.Sc. IT/M.Sc. IT	Jira Tools, Atlassian Support, Onboarding, and Configuration, Support for Jira, JSM and Git hub/Bitbucket, best practices in Jira and JSM with integration experience
9	Project Manager	L1 – 10+ years	MBA/BCA/MCA/Engineering (Any Branch), B.Sc. IT/M.Sc. IT	Project Management, Project Plan Preparation, Monitoring and Tracking, stakeholders management, Agile Scrum, Bitbucket, Jira, SDLC
10	MSSQL Database Administrator	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (Any Branch), B.Sc. IT/M.Sc. IT with SQL Database Administration certification.	Experience in the field of SQL Server 2008/2012/Above versions. Experience with Performance Tuning and Optimization (PTO), using native monitoring and troubleshooting tools. Experience with backups, restores and recovery models. Experience with database administration
11	Linux Administrator	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (Any Branch), B.Sc. IT/M.Sc. IT	Experience of Linux: RedHat, CentOS, Debian, etc. Operating System Maintenance, OS-Patching, install and maintain security updates and patches for Audit/Compliance. Experience in Linux Server in command level. Writing automation scripts to automate application deployment configuring CRON MAESTRO job for scheduling jobs
12	Oracle Database Administrator	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (Any Branch), B.Sc. IT/M.Sc. IT	Windows Oracle 11G/12C/19C and higher versions. Advanced DB management, backup/ recovery and tuning. Oracle database installation, creation, configuration and fine tuning as per the application/business

				requirements. Troubleshooting issues related to cluster, db corruption, oracle internal errors, data guard and DR solutions. DB capacity planning, space management, deep dive and health check and recommendations. Sound knowledge on RMAN, Cluster, Data replication and Disaster Recovery and advanced tuning
13	Postgres SQL Database Administrator	L1 – More than or Equal to 1 year and less than 3 years L2 – More than or Equal to 3 years and less than 5 years L3: More than or Equal to 5 years and less than 8 years L4: 8+ years	BCA/MCA/Engineering (Any Branch), B.Sc. IT/M.Sc. IT	Strong knowledge in PostgreSQL database. Experience in working on versions PostgreSQL 11 and above. Capacity planning, installation, configuration, database design, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery. Strong knowledge in Linux. PL/SQL programming. Strong Scripting Knowledge. Experience in migrating other databases to Postgres

- d) The above requirement is tentative, actual hiring would be purely on need basis.
- e) Additional resources may be hired from time-to-time depending upon requirement at the quoted rates as per provisions of this RFP.
- f) StockHolding invites bids in the prescribed form from reputed and experienced agencies which have a proven track record of providing services as described herein.
- g) In addition to the above skillsets, the proposed manpower shall have generic skillsets not limited to the mentioned below points –
 - a. Should be ideally having BFSI domain knowledge
 - b. Should have understanding of Software Development best practices
 - c. Should have good experience in application of standard software development principles
 - d. Should have worked in a team based environment and managed business users
 - e. Prepare detailed system specifications based on user requirements
 - f. Complete project reporting requirements
 - g. Understanding of Software Development best practices,
 - h. Experience of application development lifecycle from requirement till delivery
 - i. Preparation and Documentation of application architecture and design.
 - j. Experience working in Agile teams, Process Analysis, Design and Implementation, Business and Technical requirements, System(s) Testing, including UAT and Bug fixes Requirement/ Impact Analysis
 - k. Perform Coding as per StockHolding standards and best practices
 - l. Perform Unit testing, System Integration Testing, support in UAT and User Training
 - m. Perform Production Support and Maintenance Activities
 - n. Code Deployment and Migration including Maintain Code Repository
 - o. Prepare Documentation such as system documentation, requirement documentation, requirement traceability matrix, test case documentation etc.
 - p. Defect Retesting and Bug Fixing
 - q. Discuss with users for any system clarification
 - r. Conduct RCA

3.3 Resource Requirements

- a) StockHolding intends to add approximately 20-30 IT Resources through the Time & Material Model in due course of time.
- b) The above count is across the Skillsets as mentioned in Section 3.2
- c) StockHolding would like to on-board atleast 50% of the below skillsets within the next 6 months of signing the contract with the selected bidder(s) subject to the actual requirements.
- d) StockHolding reserves the right to alter the count (increase/decrease) of IT Resources and minimum onboarding mentioned in Point 3.3.a and Point 3.3.c respectively based on business requirements. StockHolding is not obliged to provide reasons for the alteration in the count of required IT Resources whatsoever.

3.4 Expected timelines for onboarding resources

- a) StockHolding will release the requirements to all selected bidders depending on the business requirements.
- b) Bidder(s) will have to share the profiles of the proposed Resources
- c) Shortlisted candidates will be interviewed and selected by Company's selection panel.
- d) Candidates selected by the Company team will be on boarded to the project. StockHolding will raise the PO and the Resource should be on boarded within 1-2 weeks of issuing the PO.
- e) The bidder(s) will not refer any resigned employee of StockHolding / other resources deployed with StockHolding unless there is a gap of 6 months between the date of relieving from StockHolding and resource joining date by the bidder.

3.5 General Information

- a) If the bidder provides any incorrect/wrong information during the bidding process and the project suffers due to the same, then Company can take appropriate action against the bidder, to recover the damage.
- b) StockHolding reserves the right to reject the candidate from the empanelled Bidder based on interview selection. StockHolding is not obligated to share the reason of rejection for every candidate.
- c) StockHolding will take care of required hardware and software procurement for the project implementation and hence Hardware and Software procurement is out of scope of this RFP.
- d) All licenses will be provided by the Company.
- e) StockHolding expects that the selected Bidder(s) has conducted Background Checks on the proposed / selected Resources before they get on boarded. In case of new Resources joining the Bidder(s) organization, the Bidder(s) explicitly agree to complete the background verification within 6 months of the Resources onboarding to StockHolding.
- f) StockHolding has the right to audit empanelled Bidder(s) about Background checks on the selected Resources. In case there is lapse on the BG checks, StockHolding reserves the right to take penal action on the empanelled bidder(s) including but not limited to termination of empanelment of the bidder(s).

3.6 Empanelled Bidder(s) Responsibilities

- a) Knowledge Transfer and take over from the existing outsourced resources or employees.
- b) Deployment of Resources with necessary skills and experience for the ongoing Business As Usual (BAU) work and new work areas.
- c) Team members shall report to the StockHolding's Application Development Manager(s).
- d) Execute assigned tasks as per agreed schedules.
- e) Providing status report and regular update on issues, risks & the work being performed as and when asked by StockHolding's Application Managers.
- f) Same skills set Resource shall be provided in case of replacement of Resource due to discipline or any other performance issues.
- g) Onsite Resource shall not be moved to any other project during the contract period with StockHolding.
- h) Holidays are applicable as per StockHolding's holiday list.
- i) Regular Working Hours for the selected IT Resources shall be according to StockHolding's working hours i.e. 9.45 AM to 5.45 PM – Monday to Friday.

- j) The Onsite Resource may be expected to work in shifts/work over the weekends/extended hours during weekdays for extended support or for development activities as per need basis.
- k) Any replacement of Resource for any reason personal etc. will only be allowed with 3 months of notice for the replacement of IT Resource.
- l) It is the Empanelled Bidder(s) responsibility to ensure that appropriate Knowledge Transfer is conducted between the resigned Resource and replacement Resource at no additional charge to StockHolding.
- m) Billing for the new IT Resource shall begin next day after the resigned IT Resource has been off boarded/last working day at StockHolding.
- n) The onsite Resource deployed in the Company premises shall comply with the Company Information Security requirements.

3.7 Contract Duration

Selected empanelled Bidder(s) shall enter into 03 (three) years contract with StockHolding. This is not a deterrent for the StockHolding to work with other companies/ staffing agencies, as deemed fit, without assigning any reasons therefor.

3.8 Contract Documentation

- a) Selected empanelled Bidder(s) shall adhere to the annexures and other documentation such as Non-Disclosure Agreement (NDA) or any other documents from time to time for successfully and continuous onboarding
- b) The Selected Bidder(s) will have to enter into a Master Services Agreement (MSA) with StockHolding

3.9 Invoicing and Payment Terms

- a) Selected empanelled Bidder(s) if and when have their employees deputed as IT Resources with StockHolding, shall raise and submit monthly Invoices along Resource's approved (from StockHolding authorized person) attendance sheet against the Purchase Order's issued within the first 7 days of the subsequent month.
- b) StockHolding shall make the payments as per Terms and Conditions outlined in the Master Services Agreement (MSA) to be contracted with the individual Empanelled Bidder.
- c) No Advance payment to the empanelled bidder(s) against Purchase Order or Work order.
- d) The payment to the selected Service Provider shall be made in Indian rupees.

3.10 Cancellation of Contract

The contract is subject to cancellation/ termination due to any of the reasons mentioned below:

- a) If the Empanelled Bidder(s) is found to have submitted false particulars /fake documents for securing contract.
- b) The IT resources' performance on the job will be constantly monitored for quality, commitment to delivery schedules unilateral cancellation/ termination by the Company.
- c) If the IT resource refuses to execute the job as per the agreed scope/ rates.
- d) Material breach of one or more of the terms of the contract.
- e) The bidder(s) is declared bankrupt or becomes insolvent.
- f) Any other reason deemed fit by the Company for cancellation.
- g) Company reserves the right to terminate the Agreement/ Contract in case the Empanelled Bidder(s) gets blacklisted by any other organization/ Department of Government of India or State Governments during the course of supply of material or services, if Bidder is convicted in a legal/tax evasion case or on account of any other legal misconduct of the Bidder, unsatisfactory past performance, corrupt or fraudulent practices, any other unethical business practices.
- h) Termination of Contract on 90 days' notice period on either party
- i) If the IT Resource breaches or violates any Security / Data / Privacy Related information / activity.

3.11 Performance Bank Guarantee

Successful Bidder shall, at own expense, deposit with the StockHolding, within fifteen (15) days on

issuance of PO or signing the Master Services Agreement, a Bank Guarantee (BG) for the value of Rs. Five lakhs only (INR 5,00,000 only) from scheduled commercial banks. This Bank Guarantee shall be valid up to 60 days beyond the completion of the contract period. No due payment will be completed till BG is submitted.

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 bidder.

3.12 Expenses

It may be noted that the Company shall not pay any amount / expenses / charges / fees/ travelling expenses / boarding/ lodging expenses / conveyance expenses / out of pocket expenses etc. other than the fees as per the final price of the successful bidder mentioned in the commercial bid. In case, Stockholding needs then travelling expenses can be re-imbursed at reasonable cost along with prior approval.

4. EVALUATION METHODOLOGY AND CRITERIA

4.1 Evaluation Methodology

- a) Bidder(s) are expected to mandatorily submit Eligibility, Technical and Commercial Bids along with Three (3) References as mentioned in the Annexures.
- b) Non-submission of either of the Eligibility, Technical or Commercial Bids will lead to direct cancellation of the Bidder participation in the selection process.
- c) Conditional bids shall be summarily rejected.
- d) StockHolding will complete the Eligibility and Technical Evaluation and inform the selected bidders who have qualified for the Commercial Bids. All Bidders are expected to visit the Tender section of the company website to know the results. StockHolding reserves the right not to inform the bidder(s) who have not progressed to the Commercial Bid Opening round.
- e) Bidders shall quote the commercials based on the Skillset and years of experience of the proposed resource.
- f) Post opening of Commercial Bids –Bidders in the Rank of L1, L2, L3 etc. will be announced.
- g) StockHolding intends to empanel upto maximum 5 (Five) bidder(s) from the shortlist list of bidders.
- h) Since StockHolding intends to empanel upto maximum 5 (Five) bidder(s), StockHolding will invite L2, L3, L4 and subsequent to price match L1 quotes in the same order of the bidder quoted the next lowest price. In the event L2 does not agree to price match L1's quotes, L3 will be given the opportunity and so on. In the event that none of the other bidders except L1 agree to price match L1's quote, then the subsequent 5 lowest bidders will be shortlisted for empanelment. However, StockHolding reserves the right to empanel or not empanel lowest bidders beyond the minimum 3 lowest bidders.
- i) Apart from the mentioned Technical and Commercial Criteria, all bidders need to submit mandatory documentation as a part of their proposal as mentioned in the Annexures. Failure in providing the mandatory documents would also result in disqualification of the bidder.

4.2 Eligibility Criteria

The purpose of this section is for bidders to provide information to demonstrate to StockHolding that its services offering satisfy StockHolding's requirements. The bidder should also demonstrate that it has the financial organizational infrastructure to fulfil the fundamental requirements set out in this RFP. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria, may not receive further consideration during the evaluation process. A complete listing of the specific bid evaluation criteria is given below (Filling all the details is mandatory).

Sr. No.	Eligibility Criteria	Documents to be submitted (Duly attested)
1.	The bidder must be an Indian firm/ company/ Organization under Companies Act, 1956 or a proprietary firm or a firm registered under Partnership Act, 1932 & Limited Liability Partnership Act, 2008. Note: Consortium of companies not permitted.	1. Certificate of Incorporation AND Registration Certificates showing type of firm 2. Permanent Account Number 3. GST Registration No
2.	The bidder must have a minimum average annual turnover of Rs. 10 Crores during the financial year(s) 2020-21, 2021-22, 2022-23	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
3.	The bidder should have positive net worth for last 3 financial years	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant specifying net profits.
4.	The bidder must have office in MMRDA region and shall be in the business of providing manpower to various establishments for at least 5 years.	Details of the bidder's office with GST registration at Maharashtra
5.	The bidder should have supplied manpower during last 5 years to any 3 of institutions - Capital Market Entities,	Copy of Purchase Order / MSA need to be submitted

	Public / Private Sector Banks, all-India Financial Institutions, MNCs, large corporates etc.	
6.	The Bidder should have Relevant Experience and Capabilities in the capital market sector/financial services sector in last 3 years with respect to application development, support and maintenance services with minimum 5 such assignments.	Copy of Purchase Order / MSA need to be submitted
7.	The Bidder Company should not been blacklisted by any Government Department/ PSU or under a declaration of ineligibility during last 2 years in India for fraudulent or corrupt practices of inefficient/ ineffective performance.	Self-declaration on Bidders' Company Letter Head

4.3 Technical Criteria

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

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

No.	Criteria	Supporting Documentation	Technical Score Matrix	Max Marks
A. Experience, Turnover & Resource Strength				
1	Turnover from relevant / similar services: The bidder should have an annual turnover of at least INR 10 Crores	A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder from IT consultancy/IT Advisory service	a) INR 10 to INR 20 Crores: 10 Marks b) More than INR 20 Crores and less than INR 50 Crores: 15 Marks c) More than INR 50 Crores: 20 Marks	20 Marks
2	Relevant experience: The bidder should have successfully completed or currently executing at least 02 similar assignments in financial services organizations in India	a) Copy of Work order and certificate of completion (if applicable). b) Copy of work order / LOI & self-certificate attested by the authorized signatory of the bidder confirm "in-progress" status of cited project	a) 2 qualifying project: 15 Marks b) 3 – 5 qualifying projects: 20 Marks c) 6 – 7 qualifying projects: 25 Marks d) 8 – 10 qualifying projects: 30 Marks e) More than 10 qualifying projects: 40 Marks	40 Marks
3	Qualified Professionals: The Bidder should have at least 25 full-time qualified professionals for IT jobs/ services etc. as on date of submission of the bid	Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.	a) Between 25 and 50 resources: 10 Marks b) Between 50 and 100 resources: 15 Marks c) 100 or above resources : 20 Marks	20 Marks
4	Existing Bench Strength of Technical staff (in numbers) in the organization against each skill set	Self-Certification signed by HR head with count	Per Skill Set: a) 3 to 7 staff = 10 Marks b) 7 to 12 staff = 15 Marks c) More than 12 staff = 20 Marks	20 Marks
Total Score				100 Marks

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

4.4 Commercial Evaluation Model

- a) The bidder shall have to score at least 50 marks in Technical Score as per “Scoring Matrix” for being eligible for opening of commercial bid.
- b) The bidders shall quote the man month charges in INR they will charge for their resources who will be deployed at StockHolding.
- c) The financial score shall be based on the average of the Man month charges quoted by the bidders.
- d) The Man Month charges quoted shall be valid for all 3 years of the contract.
- e) StockHolding shall empanel upto maximum 5 bidders. Empanelment of additional bidders beyond the minimum empanelment shall solely depend on StockHolding. StockHolding reserves the right the reject remaining bidders without giving any reasoning whatsoever.

Ranking of Bidders:

The bidder shall have to score at least 50 marks in Technical Score (TS) as per “Scoring Matrix” for being eligible for opening of commercial bid.

The list of bidders will be ranked on the lowest of the average of the 3 year quotes mentioned in the commercial bid format. The lowest average Cost quoted by the bidder will be selected as L1.

Price Negotiations with the Selected Bidders

StockHolding reserves the right to negotiate with all other qualified bidders (apart from L1 bidder). StockHolding will empanel bidders (Maximum upto 5 bidders) within the range of maximum escalation upto 30% of L1 bidder quoted price.

Empanelment and Award of Work:

- a) The Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Taxes shall be over and above the total cost of the candidate proposed and shall be applicable as per Indian Tax Laws from time to time.
- c) Based on the openings and resource interview, the purchase order per resource shall be released to the respective bidder. No preference shall be provided to any empanelled bidders as openings shall be shared with all empanelled bidders and selection of the resource shall be based on interviews and quick availability only.
- d) Penalty for unavailability of resources will be based on computed Onsite Rate/Day.
- e) Resignation Notice Period would be 3 months with replacement.
- f) All Resources will be placed at SHCIL Mahape Location with exception of work from home on case to case basis due to exigency situation.
- g) In the absence of none of the IT resources are able to meet this criterion for any Resource, then StockHolding will discount/relax this requirement at a Resource level on a case to case basis.
- h) StockHolding will notify successful Bidder in writing (Email) that its proposal has been accepted. The Bidder should confirm via email to StockHolding within 5 (Five) working days for acceptance of assignment with StockHolding.
- i) The successful Bidder will enter into contract setting forth comprehensive and the specific terms and conditions intrinsic to the delivery of the underlying service for assignment within 15 days from award of the LOI/Contract.

5. INSTRUCTIONS TO BIDDERS

5.1 General Terms & Conditions

- a) Integrity Pact: The successful bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful bidder.
- b) Non-Disclosure Agreement (NDA): The successful bidder(s) will sign a Non-Disclosure Agreement (NDA) with StockHolding.
- c) By submitting the bid, the Bidder represents and acknowledges to StockHolding that it possesses the necessary experience, expertise and ability to undertake and fulfill its obligations under all phases involved in the performance of the provisions of this RFP.
- d) StockHolding will enter into the agreement with the finalized three Bidder(s) only for Empanelment.
- e) StockHolding may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer.
- f) Bidder(s) shall designate a representative (Project / Delivery Manager) at no additional cost who will be the Single point of Contact for StockHolding and should report the status of the manpower onboarding, billing, leave, resource's performance and Resource utilization at a frequency mutually decided between Bidder and StockHolding.
- g) Bidder shall 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 under any laws including the Copyright Act, 1957 or Information Technology Act 2000 (including its subsequent amendments) in respect of all the software or other systems supplied by them to StockHolding from whatsoever source. Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by StockHolding arising out of claims made by its customers and/or regulatory authorities due to the failure of Bidder to perform its obligations.
- h) No Commitment to accept lowest or any other bid:
 - a. StockHolding shall be under no obligation to accept the lowest or any other offer received in response to this tender (RFP) notice.
 - b. StockHolding further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder.
 - c. When StockHolding makes any such rejection, StockHolding will not be bound to give any reason and/or justification in this regard to the bidder.
- b) Right to alter RFP:
 - a. StockHolding reserves the right to issue addendum(s) or corrigendum(s) to this RFP and any such addendums or corrigendum/s shall be considered as integral part of this RFP.
 - b. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
 - c. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever.
 - d. StockHolding's decision in this regard will be final and binding on all bidders.
 - e. Bidder to abide by the applicable labour laws

5.2 Information Confidentiality

- a) StockHolding makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.
- b) StockHolding may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice. The Bidder acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.
- c) It is the Bidder's responsibility to:
 - a. Properly understand and examine the RFP;

- b. Examine all other information available based on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response; and
- c. Satisfy itself as to the completeness, correctness and sufficiency of its response.
- d) Information relating to the examination, clarification, evaluation and recommendation to the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising StockHolding in relation to, or matters arising out of, or concerning the Bidding Process.

5.3 Costs Borne by Bidder

All costs and expenses incurred by Bidder in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, site visit, referral checks etc. and providing any additional information required by the StockHolding, will be borne entirely and exclusively by the Bidder.

5.4 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 StockHolding 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 issuance of Purchase Order to successful bidder.

5.5 Bidder Obligation to Inform Itself

The Bidder shall apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

5.7 Clarification

- a) If Bidders have queries, they may raise them in the format provided as per Annexure 10 – Pre-Bid Query format.
- b) Verbal clarifications and information given by StockHolding or its employees or representatives shall not in any way or manner be binding on StockHolding.
- c) Each Bidder should notify StockHolding of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

5.8 Disqualification

- a) Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the StockHolding.
- b) Bid is not submitted in accordance with the Tender.
- c) During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices.
- d) The bidder qualifies the proposal with his own conditions and/ or deviates from the terms of the RFP.
- e) Bid is received in incomplete form.
- f) Bid is received after due date and time.
- g) Bid is not accompanied by all requisite documents.
- h) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- i) Technical Bid contains the Commercial Proposal or any price related information, in either explicit or implicit form.
- j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

6. OTHER TERMS AND CONDITIONS

6.1 Force Majeure

Neither the StockHolding nor the Bidder shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence, defined as "Force Majeure". For purposes of this clause, "Force Majeure" mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

The Party seeking to rely on Force Majeure shall promptly, within 5 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense 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. The successful bidder need to submit BCP Plan to StockHolding post acceptance of PO to proper uninterrupted service to StockHolding.

6.2 Period of Contract

The term of the Agreement will be for 03 (three) years.

6.3 Termination of Contract

- a) StockHolding reserves the right to terminate this Agreement by giving 90 days' notice, if it is not satisfied with the Services. If the Bidder commits a breach of the terms and conditions of the Agreement and fails to remedy such breach to the satisfaction of StockHolding within a period of 30 (thirty) Business Days, following the receipt of written notice from StockHolding specifying the breach or breaches set out below:
- b) Delay or deficiency in the completion or implementation of the project or any activity contemplated under the RFP and Agreement within the applicable time schedules;
- c) Any material breach of the Bidder's representation or warranties under the Agreement;
- d) Non-conformity of the deliverables or services with the terms and specifications of the RFP and/or Agreement as observed during post-delivery audit or otherwise;
- e) Serious discrepancy in the quality of service expected during the actual work implementation; i.e. An Insolvency Event occurs in relation to Bidder or it ceases to carry on its business or substantially the whole of its business; or
- f) If there is a change of control of the Bidder (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the Bidder) and the person or persons acquiring control of the Bidder are persons whom StockHolding reasonably considers to be competitors of StockHolding or organizations about which StockHolding has reasonable grounds for believing, will not be able to meet the material obligations contained in the RFP and/or Agreement.
- g) Any other reason as decided by StockHolding. Other Rights or Remedies: The termination of the Agreement in whole or part will be without prejudice to any other rights or remedies that either Party will have under the Agreement including the invocation of the performance guarantee by

StockHolding, such other specific performance rights and will not affect any accrued rights or liabilities of either Party on the date of termination.

6.4 Data Privacy and Security Safeguards

The selected bidder's resources shall not publish or disclose in any manner, without the StockHolding's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any StockHolding location. It is expected that the Empanelled Bidder's Resources shall be adequately trained on Data Privacy and Data Theft Prevention Procedures. In the event of the Resource breaching or deviating the Data Privacy and Security or any other policies of StockHolding shall be liable for appropriate action as decided by StockHolding (The successful bidder can access the StockHolding's policies via our Intranet).

6.5 Subcontracting

Subcontracting or Consortium is not allowed for this RFP.

Annexure 1: Covering Letter – Eligibility and Technical Proposal

ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

Subject: Empanelment of Service Providers for availing Manpower for Software Development and Production Support

Dear Sir,

Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Manpower, in conformity with the said Proposal documents.

We agree to abide by the Proposal and the rates quoted therein.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this day of 20.....

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure 2: Covering Letter – Commercial Proposal

ACCEPTANCE LETTER

(To be given on Company Letter Head)

Subject: Empanelment of Service Providers for availing Manpower for Software Development and Production Support

Dear Sir,

I/We hereby certify that I/We have read the entire terms and conditions of the Technical and the Financial Bid documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/We hereby agree to abide by the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by you have also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept all the conditions of above mentioned document(s)/ corrigendum(s) in its totality / entirety.

I/We certify that all information furnished by us is true & correct and in the event that the information is found to be incorrect /untrue or found violated, then you shall without giving any notice or reason therefore or summarily reject the Application or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full security deposit / earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder with Office Seal)

Signature of Accepting officer

Annexure 3: Details of Bidder's Profile

(To be submitted along with Technical bid on Company letterhead)

Details filled in this form must be accompanied by sufficient documentary evidence, 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	Financial parameters		
	Business Results (last three years)	Annual Turnover (Rs. in Crores)	Operating Profit (Rs. in Crores)
	2020-21		
	2021-22		
	2022-23		
	(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 the Audited Balance Sheet along with enclosures

Dated this..... Day of 2024

(Signature)

(In the capacity of)

Annexure 4: Eligibility Criteria Documentation

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

Sr. No.	Eligibility Criteria	Documents to be submitted (Duly attested)
1.	The bidder must be an Indian firm/ company/ Organization under Companies Act, 1956 or a proprietary firm or a firm registered under Partnership Act, 1932 & Limited Liability Partnership Act, 2008. Note: Consortium of companies not permitted.	4. Certificate of Incorporation AND Registration Certificates showing type of firm 5. Permanent Account Number 6. GST Registration No
2.	The bidder must have a minimum average annual turnover of Rs. 10 Crores during the financial year(s) 2020-21, 2021-22, 2022-23	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
3.	The bidder should have positive net worth for last 3 financial years	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant specifying net profits.
4.	The bidder must have office in MMRDA region and shall be in the business of providing manpower to various establishments for at least 5 years.	Details of the bidder's office with GST registration at Maharashtra
5.	The bidder should have supplied manpower during last 5 years to any 3 of institutions - Capital Market Entities, Public / Private Sector Banks, all-India Financial Institutions, MNCs, large corporates etc.	Copy of Purchase Order / MSA need to be submitted
6.	The Bidder should have Relevant Experience and Capabilities in the capital market sector/financial services sector in last 3 years with respect to application development, support and maintenance services with minimum 5 such assignments.	Copy of Purchase Order / MSA need to be submitted
7.	The Bidder Company should not been blacklisted by any Government Department/ PSU or under a declaration of ineligibility during last 2 years in India for fraudulent or corrupt practices of inefficient/ ineffective performance.	Self-declaration on Bidders' Company Letter Head

Dated this..... Day of 2024

(Signature)

(In the capacity of)

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

Annexure 5: Technical Criteria Documentation

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

No.	Criteria	Supporting Documentation	Compliance (Yes/No)	Details of Proof Attached
1	Turnover from relevant / similar services: The bidder should have an average annual turnover of at least INR 10 Crores	A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder from IT consultancy/IT Advisory service		
2	Relevant experience: The bidder should have successfully completed or currently executing at least 02 similar assignments in financial services organizations in India	<ul style="list-style-type: none"> ▪ Copy of Work order and certificate of completion (if applicable). ▪ Copy of work order / LOI & self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project 		
3	Qualified Professionals: The Bidder should have atleast 25 full-time qualified professionals for IT jobs/ services etc. as on date of submission of the bid	Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder’s seal and stamp.		
4	Bench Strength: Existing Bench Strength of Technical staff (in numbers) in the organization against each skill set	Self-Certification signed by HR head with count		

Dated this..... Day of 2024

(Signature)

(In the capacity of)

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

Annexure 6: Commercial Bid Format

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

Format for Commercial Bid (Quote price excluding all applicable taxes)
 To be provided in Microsoft Excel File Format

S. No.	Category	Experience	Rate per month per resource (INR)*		
			Year 1	Year 2	Year 3
1	PL/SQL DEVELOPER	L1 : More than or Equal to 1 year and less than 3 years			
2	PL/SQL DEVELOPER	L2 : More than or Equal to 3 years and less than 5 years			
3	PL/SQL DEVELOPER	L3 : More than or Equal to 5 years and less than 8 years			
4	PL/SQL DEVELOPER	L4 : 8+ years			
5	.NET DEVELOPER	L1 : More than or Equal to 1 year and less than 3 years			
6	.NET DEVELOPER	L2 : More than or Equal to 3 years and less than 5 years			
7	.NET DEVELOPER	L3 : More than or Equal to 5 years and less than 8 years			
8	.NET DEVELOPER	L4 : 8+ years			
9	JAVA DEVELOPER	L1 : More than or Equal to 1 year and less than 3 years			
10	JAVA DEVELOPER	L2 : More than or Equal to 3 years and less than 5 years			
11	JAVA DEVELOPER	L3 : More than or Equal to 5 years and less than 8 years			
12	JAVA DEVELOPER	L4 : 8+ years			
13	Oracle Forms and Reports	L1 : More than or Equal to 1 year and less than 3 years			
14	Oracle Forms and Reports	L2 : More than or Equal to 3 years and less than 5 years			
15	Oracle Forms and Reports	L3 : More than or Equal to 5 years and less than 8 years			
16	Oracle Forms and Reports	L4 : 8+ years			
17	Business Analyst	L1 – More than or Equal to 1 year and less than 3 years			
18	Business Analyst	L2 – More than or Equal to 3 years and less than 5 years			
19	Business Analyst	L3: More than or Equal to 5 years and less than 8 years			
20	Business Analyst	L4: 8+ years			
21	Oracle APEX	L1 : More than or Equal to 1 year and less than 3 years			
22	Oracle APEX	L2 : More than or Equal to 3 years and less than 5 years			
23	Oracle APEX	L3 : More than or Equal to 5 years and less than 8 years			
24	Oracle APEX	L4 : 8+ years			
25	API Developer	L1 : More than or Equal to 1 year and less than 3 years			
26	API Developer	L2 : More than or Equal to 3 years and less than 5 years			
27	API Developer	L3 : More than or Equal to 5 years			

		and less than 8 years			
28	API Developer	L4 : 8+ years			
29	JIRA Admin	L1 – More than or Equal to 1 year and less than 3 years			
30	JIRA Admin	L2 – More than or Equal to 3 years and less than 5 years			
31	JIRA Admin	L3: More than or Equal to 5 years and less than 8 years			
32	JIRA Admin	L4: 8+ years			
33	Project Manager	L1 : 10+ years			
34	MSSQL Database Administrator	L1 – More than or Equal to 1 year and less than 3 years			
35	MSSQL Database Administrator	L2 – More than or Equal to 3 years and less than 5 years			
36	MSSQL Database Administrator	L3: More than or Equal to 5 years and less than 8 years			
37	MSSQL Database Administrator	L4: 8+ years			
38	Oracle Database Administrator	L1 – More than or Equal to 1 year and less than 3 years			
39	Oracle Database Administrator	L2 – More than or Equal to 3 years and less than 5 years			
40	Oracle Database Administrator	L3: More than or Equal to 5 years and less than 8 years			
41	Oracle Database Administrator	L4: 8+ years			
42	Linux Administrator	L1 – More than or Equal to 1 year and less than 3 years			
43	Linux Administrator	L2 – More than or Equal to 3 years and less than 5 years			
44	Linux Administrator	L3: More than or Equal to 5 years and less than 8 years			
45	Linux Administrator	L4: 8+ years			
46	Postgres SQL Database Administrator	L1 – More than or Equal to 1 year and less than 3 years			
47	Postgres SQL Database Administrator	L2 – More than or Equal to 3 years and less than 5 years			
48	Postgres SQL Database Administrator	L3: More than or Equal to 5 years and less than 8 years			
49	Postgres SQL Database Administrator	L4: 8+ years			
Yearly Total Average = (Rate per month/per resource)*12					
Total Average (Year 1, Year 2, Year 3)					

* Applicable GST/Taxes at actual as per prevailing rate as per Govt. notification

Dated this..... Day of 2024

(Signature)

(In the capacity of)

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

Annexure 7: Integrity Pact

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

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

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

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

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

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

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

I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
 - b. The Principal/Owner will, during the Tender (RFP) Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.
 - c. The Principal / Owner shall endeavour to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of

the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / StockHolding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / StockHolding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal / StockHolding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to 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 / Stock Holding
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / Stock Holding is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / Stock Holding. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / Stock Holding.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / Stock Holding's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / Stock Holding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / Stock Holding.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ Stock Holding may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

IV. Consequences of Breach

Without prejudice to any rights that may be available to the Principal / Stock Holding / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / Stock Holding / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. Forfeiture of EMD / Security Deposit : If the Principal / Stock Holding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / Stock Holding / Owner apart from exercising any legal rights that may have accrued to the Principal / Stock Holding / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
1. Criminal Liability: If the Principal / Owner / Stock Holding obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / Stock Holding has substantive suspicion in this regard, the Principal / Stock Holding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

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

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

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed 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:-

(For and on behalf of Principal / Owner / StockHolding)

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

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

Annexure 8: Covering Letter on bidder's Letterhead of Integrity Pact

To,

Sub: RFP REF NO: IT-04/2023-24 dated 24-Mar-2024 for Empanelment of Service Providers for availing Manpower for Software Development and Production Support

Dear Sir,

DECLARATION

Stock Holding Corporation of India Limited (StockHolding) hereby declares that StockHolding has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. ----- 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 StockHolding

Yours faithfully,

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

Annexure 9: Reference Checks

Atleast 03 (three) References should be provided which should be in the last 5 years.

Sr. No	Attributes	Details
1	Name of the Contact Person	
2	Designation	
3	Company Name	
5	Address of the Company	
6	Contact Details	
8	Services provided to the company	

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 10: Pre-Bid Query Format

Sr. No	Section & Clause Ref. No./Annexure No	Page No/ Point No	RFP text	Query	Response to query (to be left blank by Bidder)

**This is not a Mandatory Document

Annexure 11: Deviations

Sr. No	Page No	RFP Section No.	Point as stated in the RFP document	Comment/ Suggestion/ Deviation Detailed Explanation about deviation, if not complied

This is not a Mandatory Document

Annexure 12: Performa for 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) We, the Bank, agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged.
- f) 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:

The liability of the bank under this guarantee is restricted to a sum of Rs. _____/- (Rupees _____ only).

This Bank Guarantee will be valid for a period up to _____ (date).

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: