
Request for Proposal (RFP)

**For procuring software for Finalisation and Consolidation of
Standalone and Consolidated Accounts in INR and GIFT IFSC
Branch accounts in USD & INR currency**

BID Reference No. : STOCKHOLDING/CONSOLIDATION_SOFTWARE/2024-25/001

Date of Issue of RFP : 29th July '24, 1100 Hours

Last Date for Bid Submission: 26th August '24, 1600 Hours

STOCK HOLDING CORPORATION OF INDIA LIMITED

**Regd. Office: 301, 3rd Floor, Centre Point, Dr. Babasaheb Ambedkar Road,
Parel, Mumbai - 400 012.**

**Mahape Office: SHCIL House, Plot No. P-51, T.T.C. Industrial Area,
MIDC Industrial Area, Mahape, Mumbai, Navi Mumbai, Maharashtra - 400 710.**

CIN : U67190MH1986GOI040506

Table of Contents

Section No.	Particulars	Page Number
I	<u>NOTICE OF REQUEST FOR PROPOSAL</u>	3
II	<u>KEY ACTIVITIES AND DUE DATES</u>	4-6
III	<u>DISCLAIMER</u>	7-8
IV	<u>BACKGROUND</u>	9-14
V	<u>OBJECTIVE OF RFP</u>	15
VI	<u>ELIGIBILITY CRITERIA</u>	16-18
VII	<u>EVALUATION CRITERIA</u>	19-23
VIII	<u>SCOPE OF WORK</u>	24-33
IX	<u>INSTRUCTIONS TO BIDDERS</u>	34-37
X	<u>TERMS & CONDITIONS OF THE CONTRACT</u>	38-53
FORM-A	<u>UNDERTAKING CUM DECLARATIONS (A1 TO A3)</u>	54-61
FORM-B	<u>ELIGIBILITY CRITERIA</u>	62-64
FORM-C	<u>TECHNICAL BID</u>	65
FORM-D	<u>FINANCIAL BID</u>	66-67
FORM-E	<u>INTEGRITY PACT</u>	68-77
FORM-F	<u>NON-DISCLOSURE AGREEMENT</u>	78-85

I. NOTICE OF REQUEST FOR PROPOSAL

(Published in three leading newspapers)

Stock Holding Corporation of India Limited

301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai-400 012

CIN : U67190MH1986GOI040506

NOTICE

REQUEST FOR PROPOSAL

PROCURING A SOFTWARE FOR FINALISATION AND CONSOLIDATION OF STANDALONE AND CONSOLIDATED ACCOUNTS IN INR AND GIFT IFSC BRANCH ACCOUNTS IN USD & INR CURRENCY

Stock Holding Corporation of India Limited invites proposals in the prescribed format from reputed and experienced service providers for procuring a software for finalisation and consolidation of Standalone and Consolidated Accounts in INR and GIFT IFSC Branch accounts in USD & INR currency (herein referred to as “tool” or “Consolidation Software”) as per the specified scope of work.

The e-Tender document can be downloaded from our website <https://corporate.stockholding.com/tenders/>

and

<https://stockholding.auctiontiger.net/>

Date of Issue - **29th July, 2024**

Last date of submission - Till 1600 Hours on **26th August, 2024**

Corrigendum with regard to this RFP, if any, shall be uploaded on the website of StockHolding and Auction Tiger.

StockHolding reserves the right to accept or reject any or all proposals with-out assigning any reason whatsoever.

For queries: email id: rfp.finance@stockholding.com between 10:00 am to 05:00 pm on all working days.

II. KEY ACTIVITIES AND DUE DATES

1	Bid Reference / Notice Number	STOCKHOLDING/CONSOLIDATION_SOFTWARE/2024-25/001
2	Name of Project	Request for Proposal for procuring software for Finalization and Consolidation of Standalone and Consolidated Accounts in INR and GIFT IFSC Branch accounts in USD & INR currency
3	Selection Method	Technical and Commercial Bids for applicants meeting eligibility criteria
4	Contract Period of the Project	5 (Five) years
5	Date of Issue of RFP document	29th July, 2024 from 11:00 AM
6	Availability of RFP Document	RFP Document is available at StockHolding's Website at https://corporate.stockholding.com/tenders/
7	Scope of Work	As Per Section VIII
8	Earnest Money Deposit	<p>Earnest Money Deposit (non-interest bearing) is Rs. 50,000 (Rupees Fifty Thousand Only)</p> <p>NEFT/RTGS remittance to below account with Reference - (Bidder name 10 CHARACTERS) RFP</p> <p>Beneficiary Name: Stock Holding Corporation of India Limited</p> <p>Type of Account : Current</p> <p>Bank a/c no : 004103000033442</p> <p>Bank Name : IDBI Bank Limited</p> <p>IFSC code : IBKL0000004</p> <p>EMD is to be submitted by all bidders without any exception whatsoever.</p>

9	Performance Security	<p>The Successful Bidder shall mandatorily be required to furnish to the StockHolding within 30 days from the date of Work Order a Performance Security of amount equivalent to 10% of the Total Contract Value for the five year period in the form of Performance Bank Guarantee (PGB) with a validity of 60 months with a claim period of 12 months from a Nationalised/Scheduled Commercial Bank issued in favour of the Stock Holding Corporation of India Ltd.</p> <p>On furnishing of valid Performance Bank Guarantee by the successful bidder to StockHolding, the interest-free earnest money deposit will be returned to the bidder within 30 days on furnishing the valid documents.</p>
10	Walk through of existing Finalisation process- Standalone and Consolidation	<p>08th August '24, 02:30 PM through virtual mode.</p> <p>Interested bidders may request a meeting link for the walk-through by sending an e-Mail to rfp.finance@stockholding.com.</p> <p>The link for joining on the Live session would be sent to all interested bidders by 12 noon on the day of the walk-through.</p>
11	Submission of queries	<p>Till 09th August, '24, 16:00 PM through e-Mail to rfp.finance@stockholding.com</p>

12	Pre-Bid Meeting, Date of Opening of Technical Bid, Proof of Concept (POC) Meeting, Presentation and Opening of Financial Bid	<p>Bidders can participate in the meetings in Virtual Mode (through video conference) or in person at the Company's office: StockHolding Corporation of India Limited, SHCIL HOUSE, Mahape, Navi Mumbai Office. Participation in person would need to be confirmed atleast 1 working day prior to the meeting date with details of participants (name, designation, contact no, email id) on email id rfp.finance@stockholding.com</p> <p>Date, time of the Pre-Bid Meeting: 12th August '24 at 3:00 pm. Virtual meeting link will be shared on the Company's website on 10th August '24.</p> <p>Date, Time of Opening of Technical Bid, Proof of Concept (POC) Meeting, Presentation and Opening of Financial bid shall be hosted on https://corporate.stockholding.com/tenders/</p> <p>POC Meeting and Presentations will held in person at our Office at Mahape.</p> <p>The bids would be opened even if bidders are not present during the scheduled Meeting.</p>
13	Last Date and Time for submission	On or before 26th August, 2024 - 1600 Hours
14	Validity of Bid	120 days from the Date of Submission of Bid.
15	Submission of Bids	<p>Eligibility of Criteria (Form B), Technical bid (Form C) and Financial bid (Form D) should be submitted online on Auction tiger (https://stockholding.auctiontiger.net/).</p> <p>All supporting documents to be uploaded online along with the supporting bid document.</p>

III. DISCLAIMER

The information contained in this Request for Proposal “RFP” 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 BID document and all other terms and conditions subject to which such information is provided.

This BID document is not an agreement and is neither an offer nor an invitation by StockHolding to any parties. The purpose of this BID is to provide the Bidder(s) with information to assist them in formulation of their proposals (“Bids”). This BID does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent ascertainment of the requirements with requisite analysis and is free to check the accuracy, reliability and completeness of the information in this BID. 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 BID. StockHolding may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this BID.

The information contained in the BID document is subject to update, expansion, revision and amendment and may not be comprehensive. All Bidders are expected to exercise requisite diligence in ascertaining the requirements. StockHolding does not undertake to provide any Bidder with access to any additional information or to update the information in this BID or to correct any inaccuracies therein, which may become apparent. StockHolding reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this BID and/or the bidding process, without assigning any reasons whatsoever. Any information contained in this document will be superseded by any later written information on the same subject made available by StockHolding.

StockHolding reserves the right to reject any or all the expression of interest/proposals /Bids received in response to this BID at any stage without assigning any reason whatsoever. StockHolding also reserves rights to add, alter, modify, change, edit and delete any condition to the RFP document at any time/stage. StockHolding also reserves the right to cancel the entire tender process without assigning any reason. The decision of StockHolding shall be final, conclusive and binding on all the participants.

It may be noted that notice regarding corrigendum, addendums, amendments, time-extensions, clarifications, response to bidder’s queries etc., if any to BID, will not be

published through any advertisement in newspapers or any other media. The Bidders shall be notified of the amendments by posting the same at StockHolding's Website <https://corporate.stockholding.com/tenders/> and such amendments shall be binding on them. The prospective bidders are, therefore, advised to keep a watch on the Announcements made on the website of the StockHolding. If the amendments are notified after submission of Bids, the bidders shall follow the instructions as may be issued by the StockHolding.

It shall be the sole responsibility of the prospective bidder to check the web site of StockHolding, from time to time, for any amendments to the RFP document. StockHolding shall not be responsible for any failure by the bidder in this regard.

IV. BACKGROUND

About StockHolding Group:

StockHolding Corporation of India Limited (“StockHolding” a “Company”) subsidiary of IFCI Limited is promoted by the public financial institutions and Insurance majors and incorporated as a public limited company. The other promoters of the Company are Administrator of the Specified Undertaking of The Unit Trust of India (SUUTI), Life Insurance Corporation of India, General Insurance Corporation of India, The New India Assurance Company Limited, United India Insurance Company Limited, The Oriental Insurance Company Limited and National Insurance Company Limited.

1. Products and Services offered by StockHolding:

A) Custodial Services

StockHolding has been pioneered Custodian in India and for over 3 decades now is the premier custodian of India. The Company provides post-trading and custodial services to institutional investors, mutual funds, banks, insurance companies, etc. for all securities, valuation and fund accounting services, securities and lending and borrowing services etc.

B) Retail

a) Depository Participant (DP) Services

StockHolding provides Demat Account Services to Retail, HNI, Corporate and Institutional Customers on both NSDL and CDSL. StockHolding is also empanelled as a Comtrack Participant with the National Commodity and Derivatives Exchange (NCDEX) to hold commodities in dematerialised form.

b) Broking Services

StockHolding offers Broking Services in Cash, Derivatives and Currency segments through its wholly-owned subsidiary - StockHolding Services Ltd. (SSL) to Retail, HNI, Corporate and Institutional clients.

c) Professional Clearing Member Services

StockHolding is a Professional Clearing Member and Custodian in the Derivative segment.

d) Third Party Distribution

- Mutual Funds, Fixed Deposits & NCDs, FRSB of RBI
- Bonds of PSUs, Capital Gain Bonds, Sovereign Gold Bond
- Initial Public Offer

e) National Pension Scheme (NPS)

National Pension System (NPS) is a pension scheme from the Government of India offering a regular pension after retirement apart from a unique tax advantage and partial withdrawal benefit. StockHolding is a leading Point of Presence (POP).

f) Insurance

StockHolding is a Corporate Agent with having valid Composite Corporate Agency License from IRDAI and is soliciting the Insurance business of five insurers in Life and four insurers each in General and Health to various segments of clients.

g) e-Stamping

e-Stamping is a computer-based application and a secured electronic way of stamping documents Ministry of Finance, Government of India appointed Stock Holding Corporation of India Ltd as Central Record Keeping Agency (CRA) for Computerization of Stamp Duty Administration System (**C-SDAS**). As a major e-governance initiative, several State Governments have authorized StockHolding to collect non-judicial stamp duty payments through our e-stamping system. StockHolding is the only CRA appointed by the Government of India. CRA is responsible for User Registration, Imprest Balance administration and overall e-Stamping Application Operations and Maintenance. StockHolding acts as the CRA for the collection of stamp duty for various State Governments and Union Territories in India.

i) e-Registration & e-Court fees

e-Registration Fees Collection system is a secure electronic way of collecting Registration Fees along with the Other Charges and payment mechanisms for various State Governments and Union Territories in India. It is a step towards e-Governance which ensures that Registration fee and Other Charges paid by the public reaches the Government safely. As a major e-governance initiative, several State Governments have authorized StockHolding to collect judicial stamp duty payments through the e-Court fees system.

Subsidiaries of StockHolding:

1. StockHolding Services Limited (SSL)
2. StockHolding Document Management Services Limited (SDMS)
3. StockHolding Securities IFSC Limited (SSIL)

StockHolding along with its above three subsidiaries constitutes StockHolding Group.

To learn more about the Company please visit www.stockholding.com

Website of our subsidiaries: www.stockholdingservices.com

www.stockholdingdms.com

www.stockholdingifsc.com

2. Finalisation of accounts - Current Process

The financial statements of StockHolding are available at <https://corporate.stockholding.com/about-us/>

The current excel based process adhered to by StockHolding for preparing its standalone and the consolidated financial statements is briefly summarised as under:

i) Standalone Accounts

- a) Presently, the quarterly finalisation of Standalone accounts is a manual-driven process and considers a total of 27 Trial Balances product-wise and sub-product-wise. The Company largely uses Oracle based software customised to the requirement. Some of the trial balances are generated from third party software in excel format.

StockHolding also has a branch at GIFT IFSC, whose accounts are maintained in USD currency (as the functional currency) in Tally Software and the same is to be converted into INR for integrating it with the standalone financial statements of the Company. The standalone financials would comprise the 27 Trial balances for various products and also the GIFT IFSC branch trial balance.

- b) Every product generates a trial balance in its respective systems. These Trial Balances are input to the Product Master file maintained in Excel with the corresponding date item keyed in the relevant row/column manually. Each product trial balance sheet has requisite checks and balances to validate the records updated with the pre-assigned master template to ascertain if there are any additions/ deletions to the template assigned. For any modifications, once ascertained, requisite changes need to be undertaken in the master sheets of the Generally Accepted Accounting Principles (GAAP) file i.e., as per Companies Accounting Standards Rules 2021.

The master sheets of the GAAP financial statements (excel file) are linked to the respective product trial balance template and the same gets auto updated for

each trial balance added in the GAAP file. Once all trial balances are updated, the GAAP groupings and financial statements are arrived at and checked for validation and consistency checks.

c) Conversion of GAAP financial Statements to Ind-AS compliant financial statements

In accordance with the IND-AS (Companies (Indian Accounting Standards) Rules 2015) requirements, the GAAP financial statements need to be modified for various adjustments by ascertaining, verifying and validating them for e.g., Lease accounting, Investment fair valuation, actuarial valuations, ECL provisions etc. Once confirmed, the requisite accounting entries are passed and the IND-AS financial statements are finalised.

d) Notes to Accounts

Separate Excel working files are maintained for IND-AS Standalone Accounts, Accounting Policies and Notes to accounts are prepared separately in MS Office. In the Notes to Accounts file template, various items are verified and validated by manually tracing them in various schedules.

ii. Consolidated Accounts

a. Similarly, data is collected from subsidiaries (including a subsidiary that maintains its accounts in USD as the functional currency) in an Excel file and incorporated the same in the consolidation sheet. The groupings/schedules of the subsidiary companies form the input, entered manually for the Consolidation and elimination workings. Elimination working is done for all subsidiaries in Excel wherever required and consolidated financial accounts are prepared.

b. Notes to Accounts

Notes of Standalone accounts of Stock Holding and its subsidiaries are manually scanned and data/notes, Accounting Policies are updated/prepared for consolidated notes to accounts which are prepared separately in MS Office.

iii. GIFT IFSC Branch Accounts

- a. The accounts of the GIFT IFSC Branch have the functional currency (USD) and also the reporting currency (INR). The quarterly and annual accounts i.e., Interim and Annual Financial Statements are prepared both in USD and INR currency.

- b. **Notes to Accounts**

Separate Excel working files are maintained for GIFT IFSC Branch Accounts, Accounting Policies and Notes to accounts are prepared separately in MS Office. In the Notes to Accounts file template, various items are verified and validated by manually tracing them in various schedules.

Walk through on current process:

A walk-through of current process as a LIVE session in virtual mode for all interested bidders will be held on **08th August 2024** at 2.30 PM. interested bidders may request a meeting link for the walk-through by sending an e-Mail to rfp.finance@stockholding.com.

The link for joining on the Live session would be sent to all interested bidders by 12 noon on the day of the walk-through.

V. OBJECTIVE OF RFP

The objective of this RFP is to select a Service Provider for procuring a software for preparation of financial statements (Standalone and Consolidated accounts in INR and GIFT IFSC Branch Accounts in USD and INR currency), in accordance with the Statutory requirements prescribed by ICAI and the requirements specified by MCA (IND-AS, Schedule III and all other applicable requirements) and implementation of the tool in accordance with the scope of work specified in this document.

VI. ELIGIBILITY CRITERIA:

Pre-qualification

The bidder must possess the requisite experience, strength and capabilities in providing and offering ongoing support for the services necessary to meet the requirements, as described in the tender documents. The bidder must also possess the technical know-how and the financial strength that would be required to successfully provide the Software system and support services sought by StockHolding for the entire period of the contract. The bidders, who meet the eligibility criteria as given below, may respond to this tender:

Sl. No.	Qualification	Documentary Evidence to be attached
1	The Bidder should be a Company Incorporated in India/Partnership Firm/Limited Liability Partnership (LLP) for atleast 5 years.	Certificate of Incorporation/ Certificate of Commencement /Certificate of Registration or any other documentary evidence.
2	The Bidder should have a minimum average annual turnover of Rs. 3 crores in the last three (3) financial years i.e., 2021-22, 2022-23 and 2023-24.	CA Certificate with UDIN
3	The Bidder or any partner is not blacklisted by StockHolding Group / any PSU entity / any Central / State Govt. Department and does not have any litigation, enquiry concluded / pending against the bidder during the last Five years starting from 1 st April 2019 to 31 st March, 2024. The Bidder has not been filed an application of corporate insolvency and bankruptcy under Insolvency and Bankruptcy Code, 2016.	Undertaking cum Declaration by the MD & CEO/Director /Company Secretary/Partner
4	The Bidder or any partner does not have any litigation, enquiry concluded/pending against the bidder during the last Five years starting	Undertaking cum Declaration by the MD & CEO/Director /Company Secretary/Partner

	from 1 st April 2019 to 31 st March, 2024 by any regulatory bodies or any law enforcing agency.	
5	The Bidder should have at least 20 Regular Employees on its roll with minimum employment period of 2 years, out of which not less than 5 shall have requisite domain expertise and professional qualifications like Chartered Accountants and Company Secretaries and atleast 10 employees with experience in software development.	Undertaking cum Declaration by the MD & CEO/Director /Company Secretary/Partner
6	Bidder services a minimum of 5 clients of BFSI/Capital Markets segment with a turnover/revenue of each client over INR 500 crores in India for software solutions, as detailed in the scope of the RFP.	<p>Undertaking cum Declaration by the MD & CEO/Director/ Company Secretary/Partner.</p> <p>In addition, proof in the form of copies of the Purchase Order/Agreement for all such clients to be submitted.</p> <p>Where the Bidder is unable to submit additional information at initial stage, he should submit names of the clients along with an undertaking to be submit the additional documents if shortlisted and called for the POC. The documents to be submitted prior to the POC meeting, else the bidder's response may be summarily rejected.</p>
7	Bidder has been offering the proposed tool for a Minimum of 5 Years in India as of 31 st March 2024.	Enclose Supporting Proof
8	Bidder should have Service/Call Centre in India to address the grievances. Also require to	Undertaking cum Declaration by the MD & CEO/Director/ Company Secretary/Partner

	submit an escalation matrix for grievance redressal.	
9	Minimum Networth of Rs. 3 crores as of March 31, 2024	CA Certificate with UDIN
10	The proposed tool offered should not be based in MS Excel or other similar solution.	Undertaking cum Declaration by the MD & CEO/Director/Company Secretary/Partner
11	The Database Management System should be in Oracle Database	Undertaking cum Declaration by the MD & CEO/Director/Company Secretary/Partner

VII. EVALUATION CRITERIA

1. **Evaluation of Proposals:**

The Bid will be opened as per the schedule. Duly authorized representatives of the Bidders may be present during the Bid Opening if desired. Stock Holding may constitute an Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed evaluation. Subject to terms mentioned in the RFP, a three-stage process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

For the selection of the vendor, the overall evaluation of the Proposals will be done in two stages i.e. Technical and Financial evaluation based on Quality and Cost Based Selection (QCBS). The final awarding of the contract will be done based on a Quality and Cost Based Selection (QCBS) procedure with 70% weightage towards the Technical Bid and 30% weightage towards the Commercial Bid.

2. **Pre-qualification Evaluation:**

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Bidders meet the eligibility criteria as defined in Chapter V of this document. Relevant documents as specified therein to be attached.

The offer is for the entire work and not for part of the work.

3. **Evaluation of Technical Proposal:**

Technical Proposals would be evaluated only for those Bidders, who qualify in the eligibility criteria. The Technical Evaluation shall be based on the parameters and weightage as mentioned in the table below.

NOTE: The Technical Proposal must not include any financial information failing which the Proposal will be rejected.

Sr. No.	Parameters	Maximum Marks and Points	Maximum Marks
1.	Bidder of Proposed tool shall have operational existence of a Minimum of 5 Years in India as of 31 st March, 2024. (Completed years will only be considered and any part of the year shall be ignored)	=5 Years 5 >5 <= 8 Years 7 >8 <= 10 Years 9 More than 10 Years 10	10
2.	Average annual turnover in INR of last three (3) financial years 2021-22, 2022-23 & 2023-24	= 3 Crores 2 >3 Crores < = 5 Crores 3 >5 Crores <= 8 Crores 4 More than 8 Crores 5	5
3.	Number of Regular Employees on its roll with minimum employment period of Two (2) years involved in Software Development. (Bidder to submit Undertaking that the bidder meets these criteria)	20 to 25 5 26 to 35 7 36 to 40 9 More than 40 10	10
4.	No. of clients of BFSI/ Capital Market Segment using the tool	5 clients 5 6 to 10 clients 7 11 to 15 clients 9 More than 15 clients 10	10

5.	Networth in INR as of March 31, 2024	=3 Crores 5 >3 Crores <= 5 Crores 7 >5 Crores <=8 Crores 9 More than 8 Crores 10	10
6.	Customer Vintage : A Government Companies continuing the License for more than 3 years B Other customers from the BFSI / Capital Market segment have continued the License for more than 3 years	1 to 2 clients 2 3 - 5 clients 3 6 - 8 clients 4 More than 9 clients 5 1 to 3 clients 2 4 - 6 clients 3 7 - 9 clients 4 More than 9 clients 5	10
7	Demo of Solution /POC (Bidders need to present the POC with the detailed walk through of the solution and sample data)	Complete System Prototype and Live Demonstration including with sample trial balance	25
8.	Technical Presentation	<ul style="list-style-type: none"> ✓ Company Profile, Project Plan, Team Profile etc. ✓ Understanding of StockHolding's requirements ✓ Understanding of Customisations identified to tool, timelines and specify the estimated Man-hours ✓ Implementation Schedule and timeline ✓ Statutory adherences ✓ Ease of operations ✓ Implementation of schedules and adherence for other clients 	20

		<ul style="list-style-type: none"> ✓ Approach and timelines for Database build up, mapping of trial balances and data migration ✓ Options to support re-grouping, movement of trial balance items across schedules for a given period ✓ Post Implementation support ✓ Support during quarterly finalisations ✓ Questions and Answers 	
	Total Technical Score (TS)		100

The evaluation of the Technical Proposal will be done based on the total marks obtained. Technical Bid will be assigned a Technical Score (TS) out of a maximum of 100 points as per the technical evaluation criteria.

Bidders with a score of 70% and above will qualify for the next stage i.e., Financial Bid.

4. Evaluation of Financial Proposal:

Bidders have to submit their financial bids as per Form-D. The bids will have two components viz., the Contract Value detailing various pricing aspects of the contract and the Total Project Value (TPV).

Purely for evaluation purposes, the TPV will consider an additional customization of 50 man hours each of the 5 years from the Go-Live Date.

The financial bid will be opened for only those Bidders who are technically eligible with a score of 70% and above. The financial bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. StockHolding shall inform the date, place and time for opening of financial bid.

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted a score relative to the score of bidders with the lowest quote as below:

$F_s = 100 * F_l / F$ Where:

F_s = The financial score of the Financial Proposal (TPV) being evaluated

F_l = The price of lowest priced Financial Proposal (TPV)

F = The quoted price of the Financial Proposal (TPV) under consideration.

TPV = Total Project Value for 5 years includes Licence Fees, Implementation and Installation/Integration, Initial Customization, Training and Optional Customization (considered for evaluation purposes)

5. Final Bid Selection Method:

The selection of the service provider will be based on the maximum accumulated points in collaboration with weight associated with the Technical aspect i.e. Technical Proposal which will be 70% and that associated correspondingly with cost i.e. Financial Proposal which will be 30%.

The formula will be as follows = $(T_s/100) \times 70 + (F_s/100) \times 30$.

VIII. SCOPE OF WORK

This section of the document captures details of the scope of work for the Request for Proposal for procuring software for the finalisation and consolidation of Standalone and Consolidated accounts in INR and GIFT IFSC Branch accounts in USD as functional currency & INR as reporting currency.

Expected Key Features of the software:

Excel based or similar solutions will be summarily rejected. The proposed tool should be installable in the existing servers of the Company and the data base will also be maintained in the servers of the Company. Tool should facilitate simultaneous access by multiple users without any user access restriction with form based user level restrictions. The tool should have API to accept Trial Balances (TB) generated from all other accounts applications or multiple manual uploads of the trial balances by the users of the tool. The tool should have facility of identifying pending trial Balances to be received/uploaded by way of a report. Once a Trial Balance is received/uploaded, tool to check for all hygiene factors for example new codes available in TB which are not mapped etc., and report mismatches/issues (by way of auto email to the concerned process owners) or the system should reject such trial balances which does not meet the specified criteria or the system should be integrated with the existing softwares to extract the trial balance and upload it automatically. Where all trial balances are uploaded and hygiene factors are met for the respective trial balances, these trial balance should be auto locked for the consolidation process. Once the entire finalisation is done, a finalisation lock should be made effective. Until the finalisation lock is effected, all users will be able to upload their trial balances and each upload will be considered a version for that purpose with each uploaded version tracked and an audit trail maintained.

The tool should also facilitate MIS reporting on periodic basis for which the underlying data will again be the trial balances for the given period and the finalisation process be adhered to. However, for such cases, the tool to have a flag to demarcate the financial statements generated for quarterly/annual purpose which are mandatory requirements and the financial statements or MIS generated for other than mandatory requirements. All data generations to be suitably stored for 10 years with such flags, audit trails, reports.

Meet Regulatory / Statutory Requirements

Each of the financial statements i.e., Standalone, Consolidated and Gift IFSC Branch, generated from the tool must at all times comply with the applicable regulatory requirements (Companies Act, ICAI guidelines), the IND AS compliance and compliance with the notifications of National Financial Reporting Authority (NFRA). Financial Statements comprises of Balance Sheet, Statement of Profit and Loss, Statement of Changes in Equity, Statement of Cash Flows, Material Accounting policies, Notes to Accounts with all schedules thereto including any explanatory information thereto. The financial statements will have comparative figures for the yearly accounts and the quarterly accounts will have the comparative figures for the corresponding period and also the previous financial year. Further, where there are amendments required in the presentation and disclosure of financial statements, not limited to the form and content, the vendor should be able to incorporate such amendments within 30 days from the date of such amendment or as intimated by the Company, whichever is later. In addition, other reporting and disclosure requirements of StockHolding wherein the data originates from the financial statements will also need to be considered. Annual Reports of StockHolding can be accessed at

<https://corporate.stockholding.com/about-us/>

i. Standalone Financial Statements

TB Input - With respect to Standalone Accounts, for the various products the Corporation has, their respective Trial Balances would be input. The system is expected to map each TB item to the account head – Asset/ Liability/ Income/ Expense and the applicable sub-head. Thereafter, consolidate the 27 trial balances and generate the consolidated / aggregated trial balance for the Corporation for its Standalone Financial Statements. The tool to have all requisite validation checks for e.g., any unmapped or new item or an asset/ income item having a negative value, trial balance differences etc. Necessary hygiene checks are to be carried out in all aspects with the resultant output being the standalone financial statements as per the format prescribed as per Division II of Schedule III to the Companies Act, 2013 with applicable Notes to Accounts. Notes to accounts having figures will be identified/ mapped and linked to respective trial balance items and the same to be automatically updated in the Notes template.

ii. Consolidated Financial Statements - The standalone Trial balance of the holding company being available will be considered. In addition, the standalone trial balances for each of the subsidiary companies will get uploaded/saved and the requisite checks and balances, processes and hygiene factors be carried out resulting in the generation of the consolidated trial balance and the consolidated financial statements as per the format prescribed as per Division II of Schedule III to the Companies Act, 2013 and the notes to accounts thereto. One subsidiary has USD as the functional currency and INR as the reporting currency. The revenue items will be converted at average rate of foreign currency and the balance sheet items will be converted into quarter end and year end rate, for which input to be provided by Vendor. Notes to accounts having figures will be identified/mapped and linked to respective trial balance items and the same to be automatically updated in the Notes template.

iii. GIFT IFSC Branch Financial Statements

GIFT IFSC branch has functional currency as USD, for which a separate Financial Statements are required to be prepared (in USD as the functional currency and INR as the reporting currency) as per the format prescribed as per Division-II of Schedule III to the Companies Act, 2013. The input for this will be the trial balance in USD and the applicable USD INR currency conversion rates separately for Balance Sheet items and Profit and loss items (The revenue items will be converted at average rate for the relevant period and the balance sheet items will be converted into quarter end and year end rate). The tool should have a suitable option to handle the Exchange rate differences with requisite effects in the trial balance in INR and generate a system report/ voucher identifying item wise impact of the currency conversion with the net difference being treated as the foreign currency translation reserve and being added to the brought forward balance of this account. The tool to generate the branch accounts in USD currency with columns in INR currency. The tool should be able to even provide the basis of workings for the foreign exchange gain or loss.

The tool to generate the GIFT IFSC trial balance in INR currency which will then be the input for consolidation into the standalone financial statements.

Features required in the software:

- 1. Consolidation Entries** - The system should have a provision to maintain consolidated books of accounts which will facilitate due record-keeping for entries applicable at the group level e.g., instances where entries may not come from the TBs of any component including subsidiary.
- 2. Corporate Lock** - Once the elimination process is done, the administrator can put a 'Corporate lock' to lock all the data (i.e., various trial balances) before going ahead with the consolidation. This will ensure that no data changes once the consolidation has begun. Any changes will need to be authorized by the administrator only. Any changes required should be authorized by an authority as may be decided by the management.
- 3. Comparative reports & MIS**- The consolidated report can be generated quarterly, annually or even 'for any other period'. It gives comparative figures with past periods e.g. we have to compare the current quarter's/period results with that of the same quarter/period in the previous year or with the previous quarter. The system should be capable of providing variances for differences for the desired period. Besides, the financial statements can also be generated for any given period/date.
- 4. Multiple currencies and CTR** - The companies/branch that have a different base currency than the holding company's currency, the reports can be obtained in their base currency and converted to the holding company's currency. A foreign exchange rate master is to be maintained for doing this conversion. Calculation and reconciliation of the Currency Translation Reserve (CTR) arising out of the difference in currency rates (between the current rate and the rate at the time of investments in assets etc.). Handle multiple currencies and allow reporting in the company's base currency.

- 5. Role-based Access** - Access needs to be administered in a role-based, where we can define users and give appropriate access rights to each user (Maker Role, Checker Role etc). For example, a user from a division or subsidiary can be restricted to the following actions only. Login from his/her location; Import his/her trial balance into the system; do his/her mapping to the GAAP groups; see his/her own Balance Sheet and Statement of Profit and Loss. The administrator can define access rights at a very granular level. Also, a person can be given the right to do consolidation operations for more than one company, if needed. For each user/trial balance combination, system to capture his email and contact/details and also alternate users. For all mismatches and exceptions, where hygiene factors are not met, tool to send auto emails to such users as also the finalisation team.
- 6. Reports to Assist Audit** - Generate reports which the internal auditors or statutory auditors or regulatory inspections or such other supervisory / regulatory authority may require including providing full details of the amount and drill-downs till TB level, thus facilitating audit / review process.
- 7. Statement of Cash Flows** - System should be capable of generating Statement of Cash Flows at the Branch Level, Standalone financial statement level and Consolidated Financial Statement level as per the applicable financial reporting framework.
- 8. Segment Results** - Generate a report of segment results (P&L), segment assets and segment liabilities for primary and secondary segments, at the branch level, standalone financial statements and consolidated financial statements level. Requisite masters with mapping to identify and facilitate the same to be available in the tool.
- 9. Notes to Accounts** - Define formatted textual Notes / templates and generate all applicable schedules for the standalone, consolidated and foreign branch accounts. Notes to accounts having figures will be identified/ mapped and linked

to respective trial balance items and the same to be automatically updated in the Notes template.

- 10. Technical Support** - Post implementation technical support is to be provided at all times and uninterrupted support 24x7 during the finalisation of accounts (including on holidays and all weekends) every quarter or such other frequency as required.
- 11. Budgetary control Report & Ratio Analysis** - Budget vs Actual and report of variances, and ratio analysis should be generated through the software.
- 12. Output Reports - Flexible reporting options** - MS Excel, PDF, CSV etc. in encrypted form or with password protected manner.
- 13. Tool to be Updated for all changes in Accounting/Reporting requirements** - Tool to be updated for all changes in future for all amendments under IND-AS accounting or any regulatory/ statutory reporting requirements including requirements/clarifications from MCA, NFRA, ICAI etc. Any minor modification or updating after the software go-live will be considered in the same maintenance scope for which no additional cost will be paid.
- 14. Inter-company elimination transaction** - Elimination transactions with related parties need to be mapped, identified workout and incorporate relevant schedules and notes. A report is generated for items eliminated for checking.
- 15. Standalone GAAP TB's post Ind-AS entries for all products and sub product** and consolidate Trial Balance with subsidiaries need to be generated. Requisite reports to be auto generated and emailed.
- 16. Works with multiple accounting systems** - Total Product and sub-product 27 TBs (current Tb's and ability to scale up TB's as more products and subsidiary companies get added) are generated under IGAAP in a different native system, one foreign branch has separate accounts and 3 subsidiaries need to be consolidated.

17. Generate a Statement of Changes in Equity Share Capital both at the Standalone and Consolidated Financial Statement level.

18. Maintenance of various masters like Mapping Master, User Master, Account Code Master etc. with Maker/Checker roles to validate the data

19. Audit Trail:

Complete audit trail of all actions and data to be maintained at all times as per the MCA notification on audit Trail (edit log) both at application level and database level.

20. Locking and Closure Mechanism

Tool to have a locking mechanism to enable the locking of data uploaded by users across product teams. Tool to enable multiple submissions and locking for a given period until the Closure is implemented. Upon adoption of the quarterly accounts by the Board, the closure will be implemented for each quarter. Once a closure is implemented, no further changes/ updations can be impacted for the given quarter.

1. Additional Technical requirements:

S.No.	Requirement for Proposed Application
1	Software should have a provision for an Audit trail (edit log) to track at any point in time for all transactions and should have back up facility of the same for atleast 10 years.
2	Software client should be compatible with Windows Operating System version 10 or any higher version.
3	3 instances of the Tool to be provided. (Live, UAT and DR site)
4	The source codes for the tool/software are to be kept in an escrow account with the latest version with a Mumbai based service provider. StockHolding to have complete access to the source code contingent on the conditions mentioned in this document.

5	In the event of discontinuing the Contract/AMC, the tool/software shall at all times be available on a perpetual basis to support its use to generate reports for the data available therein for a period of ten financial years to support any regulatory/statutory requirements.
6	<p>Training:</p> <p>Initial comprehensive on-premises hands-on training at the StockHolding office for atleast 3 days at no additional costs. Thereafter, training for all updations/customizations on a need basis can be in virtual mode. Yearly refresher training of atleast 2 days at no additional costs is required on-premises.</p> <p>Virtual training to be made available at request at no additional cost for upto 3 occasions per year.</p>
7	<p>Version Upgrades</p> <p>The software version provided to StockHolding shall at all times be the current /latest version which is being offered by the vendor. All version enhancements with the customisations done for StockHolding will be made available to StockHolding at no additional cost. Vendor to offer an annual certificate from its statutory auditor certifying that the version used by StockHolding is the latest version being offered by the vendor.</p>

2. Support and Annual Maintenance

- Bug/Issue Resolution: The reported issues should be promptly resolved by Bidder but not later than 48 hours. Issues during quarter ends finalisation process to be resolved within 4 hours of reporting.
- The vendor to ensure that at all points of time has employees with requisite domain expertise and technical expertise to support StockHolding.
- The Vendor shall implement agreed changes in its application and its components for the usability of StockHolding as per agreed time schedules.
- Any changes required in the Application or its Components for Better/Accurate Functioning will be done by the vendor as part of AMC.
- The Vendor shall facilitate the complete Test Environment for StockHolding.
- The Vendor shall facilitate the Single point of contact for all communication via e-Mail and phone (10 am to 6 pm IST Monday to Friday on normal days and 24X7 during the June/September/December quarter end during finalization period from 13th to 28th day of subsequent month from the end of the quarter

and for Year-end finalisation period (from 15th April to 05th May). Three-level Escalation Matrix to be shared with StockHolding and should be accessible at all times (weekends and public holidays during the finalization period).

- The Vendor shall acknowledge the issue with resolution time via e-Mail as per agreed timelines.

The Vendor must acknowledge/resolve all issues within the agreed timelines accurately. In case of delay in Acknowledgment/Resolution of issues, StockHolding reserves the right to impose deductions from AMC amount to be paid to Bidder.

3. Implementation Schedule

The expected implementation timelines till “GO LIVE” is as under:

Sr No	Activity	Expected Activity completion Timelines
1	Acceptance of Work Order by successful bidder	T + 7 days
2	Execution of Agreement, Integrity Pact, Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA)	T + 15 days
3	Assessment of Hardware/ Software provided by StockHolding	T + 21 days
4	Submission of Bank Guarantee	T + 30 days
5	Installation/Integration of Software License - Production, UAT, DR	T + 30 days
6	Initial Customization of tool	T + 90 days
7	Training	T + 95 days
8	Go-Live	T + 100 days

* T Denotes date of issuance of work order

4. Training

The Software is structured in such a fashion that it should enable the users to apply the Software through the user guide manuals.

Note:

- a) The software/tool has to be an established product which has already been in the market and used by various Companies/ PSUs/ Banks etc. (this bid is not applicable for those vendors who will be developing a product/tool and products/tool which are not in existence as on date.

- b) The date of maintenance of the software will be considered from the date of go-live of the software.

Please note that the requirements stated in 'Scope of Work' are the broad guidelines envisioned by StockHolding regarding the software and are to be used only as a reference point. It is expected of the appointed service provider will implement promptly and in a time-bound manner to comply with all statutory / regulatory requirements and keep the tool relevant and under continuous support at all times including adhering to any reporting changes within the stipulated timelines.

5. Software User Manual

The vendor shall provide initially 2 printed copies and a soft copy of the software user manual pertaining to the software and same will be property of the company. Thereafter, for every change implemented, updated manual in soft copy will be provided to the company to enable sharing with its users.

6. Helpdesk

The bidder should extend standard call centre support services at its facility with the support team to assist StockHolding.

IX. INSTRUCTIONS TO BIDDERS

1. The RFP document is available on the website of StockHolding <https://corporate.stockholding.com/tenders/>. Interested Bidders, who wish to participate in the tender process, may download RFP document detailing the terms and conditions and technical requirements.
2. Any changes, alterations or modifications by the bidder in the terms and conditions of the RFP are not acceptable and such bids are liable to be rejected outright.
3. Upon verification, evaluation/assessment, if any information furnished by the bidder is found to be false or misleading or suppression of facts, the bid shall be rejected summarily and no correspondence in this regard shall be entertained.
4. Deviation from tender terms and conditions will not be accepted. Any violation thereof will lead to the rejection of the bid. Further, any deviation noticed even after the award of the work shall, in addition to legal action under relevant provisions of law, result in termination of the contract and forfeiture of Performance Security and any amount due and payable by StockHolding to such bidder.
5. StockHolding will not be responsible for any misinterpretation or wrong assumption by the bidder while responding to the tender.
6. StockHolding may, for any reason whether at its initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of an addendum during the Bidding period and after receiving the bids. Any addendum thus issued shall become part of the Tender document. For an addendum issued during the Bidding period, the Bidder shall consider the impact of their Bid. For the addendum issued after receiving the Bids, Bidder shall follow the instructions issued along with the addendum concerning the submission of impact on quoted price/revised price, if any.
7. The bidders are advised to go through the tender document and advertisement carefully to understand the documents required to be submitted as part of the bid.

8. The bid submitted shall be in the prescribed formats as given herein and shall also have the relevant documents including documentary evidence.
9. The Bidder shall submit its Bid in two (2) parts, namely; Part-I will have a Technical Bid (Form-C) and Part-II will have a Financial Bid (Form-D) in the specified format. Technical Bid and Financial Bid shall be submitted online on Auction tiger (<https://stockholding.auctiontiger.net/>).
10. Last Date & Time of submission of Bid: **26th August 2024**, 1600 Hours.
11. The bids other than online submission shall not be accepted. The offers submitted by Telegram/Fax/e-Mail shall not be considered and is liable to be summarily rejected. No correspondence will be entertained in this matter. The Auction Tiger's server time shall be the time stamp for the submission of the bids on the system and the said time stamp shall be final.
12. The bidder needs to have the Digital Signature Certificates Class - II or Class - III having Signing + Encryption Certificates as per Information Technology Act, 2000 using which it can sign the electronic documents.
13. The bidder is requested to submit its Technical and Financial Bids prior to last date and time of submission to avoid any technical or other difficulty resulting in non-submission of bids due to non-availability of internet/website at last moment or any other reasons whatsoever. Neither StockHolding nor the e-Tender service provider shall be responsible for any issues such as internet connectivity or non-compatibility of internet browsers, etc. StockHolding shall not be liable for non-delivery for any reason what so ever. The Technical and Financial Bids received after the prescribed date & time shall be rejected.
14. EMD is to be submitted by all bidders without exception irrespective of their status.
15. EMD of the unsuccessful bidders will be returned within a period of 1 month after the finalization of tender process.
16. No interest shall be paid on the amount of Earnest Money Deposit.
17. RFP submitted shall be in the prescribed format as given and shall also have the requisite documents required to be annexed therewith. Submission of illegible documents shall lead to rejection of the bids.

18. The complete bid document should be submitted before the due date and time as given in Clause 10 above.
19. The bidder shall carefully examine and understand the conditions of the RFP and seek written clarifications, if required, to ensure that they have understood all conditions of the RFP.
20. The Bidder shall authorize a representative to interact with the StockHolding during the evaluation of the Bid.
21. The successful Bidder shall be required to agree with the StockHolding, T + Seven (7) days of the issuance of the work order or such extended period, as may be specified by the StockHolding in this regard.
22. Submission of illegible documents shall lead to disqualification of the bidder.
23. The date and time of opening of Technical and Financial Bids shall be communicated through the StockHolding website <https://corporate.stockholding.com/tenders/>
24. No enquiry shall be made by the bidder(s) during the evaluation of the Bids, till a final decision is conveyed to the successful bidder(s). However, StockHolding can make any enquiry or seek clarification from the bidder(s), which the bidder must furnish within the stipulated time else the bid of such defaulting bidder will be rejected.
25. The Bidder will not sub- let the work or its coordination to any other party/sister-concern without prior written consent of StockHolding.
26. StockHolding reserves all rights to reject any bid at any time, at any stage, fully or partly for the whole process and/or for a particular bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular bidder or vary all or any of these terms and conditions or modify without assigning any reasons whatsoever. In this regard, the decision of StockHolding shall be final and binding on all the participants.

27. All channel partners/resellers/integrators bidding for an OEM product should furnish and OEM agreement/certifications/registrations describing the association, and that they can bid for the product.
28. The bidder should have a valid GST registration number and meet all legal requirements.
29. StockHolding will ask bidders to demonstrate without any costs to it the Proof of Concept (POC) in person meeting at its Mahape Office of StockHolding.
30. The EMD is liable to be forfeited in the case:
 - a of non-acceptance of Work Order by the successful Bidder.
 - b the successful bidder refuses or fails to execute the Agreement or furnish the Performance Security within a stipulated time.
 - c Successful bidder fails to commence the work within the stipulated time period.
 - d the Bidder is found to be indulged in canvassing or indulge in fraud, corruption, Bid Rigging, Collusive Bidding or any of the corrupt practices in any form in connection with RFP/Tender.
 - e the Bidder is found to be suppressing the information or furnishing wrong information or information which is misleading, false and/or submitting documents which are fabricated or forged.
 - f the successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP/Tender.

X. TERMS & CONDITIONS OF THE CONTRACT

1. Application

These Terms & Conditions shall apply to the extent that provisions in other parts of this document do not supersede them. In case of any conflict, the relevant clauses shall be interpreted harmoniously to make, as far as possible, both the clauses effective and binding. For interpretation of any clause in the RFP or the Agreement arising thereunder, the interpretation/clarification of the StockHolding shall be final and binding on the Bidder.

2. Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Tender shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, StockHolding may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Contractor/ Successful Bidder.

- (i) The Successful Bidder shall accept the Work Order within T + 7 days of its issuance.
- (ii) The Successful Bidder shall execute the Agreement, Integrity pact, Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA) with StockHolding within T +15 days of issuance of Work Order.
- (iii) The Successful Bidder shall furnish Performance Security in the form of a Bank Guarantee to the StockHolding within T + 30 days of the issuance of the Work Order.

The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent or waive any of or all the conditions precedent.

In the event of the Successful Bidder failing to fulfil the Conditions Precedent, StockHolding shall not be liable in any manner whatsoever to the Successful Bidder and StockHolding shall forthwith forfeit the EMD amount, Performance Security or any other amount due and payable by StockHolding to the Successful Bidder as the case may be.

3. Representations and Warranties

The Bidder/ Tenderer/ Service Provider represents and warrants to StockHolding that:-

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this tender document and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other permits, licenses and permits under laws applicable to the supply of manpower, to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender or ensuing agreement.
- c) It has the financial capacity and other resources to undertake the work and to supply manpower following the terms of this Tender and ensuing agreement.
- d) In providing the Services, it shall not cause any disruption to StockHolding's normal operations
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof besides the terms and conditions of the ensuing agreement.
- f) The information furnished in the Tender document and as updated is true, and accurate and nothing is concealed, false, misrepresented or suppressed in the Tender document submitted.
- g) The execution, delivery and performance of services under this Tender shall not conflict with, result in the breach of or constitute a default by any of the terms of its Memorandum and Articles of Association or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing agreement or which individually or

in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing agreement;

- i) It has not violated or defaulted with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this Tender or ensuing agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing agreement;
- j) It has complied with applicable laws and has not been subjected to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse effect on its ability to perform its obligations or render services under this Tender or ensuing agreement;
- k) It and its personnel, have the necessary experience, skill, knowledge and competence to undertake the Services under the Tender documents.
- l) No representation or warranty by it contained herein or in any other document furnished by it to StockHolding or its employees or its nominated agencies in relation to the required consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.
- m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with StockHolding in any manner whatsoever by way of fees, commission or otherwise for award or promise to award of work under this Tender or for influencing or attempting to influence any person associated with StockHolding in any manner whatsoever in connection with this Tender.

4. RFP Clarifications

During the RFP process, StockHolding may, at its sole discretion, ask Bidders to provide clarifications on their bids and responses submitted. Any word used in singular shall have the connotation of plural and vice-versa.

a) Disqualifications

The following bids are liable to be rejected:

- Bids containing statements that are misleading or false statements.
- Bids not in conformity with the terms and conditions of the Tender/RFP;
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- Bids not accompanied by the required documents or are non-responsive by whatsoever means.
- Failed to provide clarifications related thereto, when sought;
- Declared ineligible by the Government of India or any State Government or any other statutory body for corrupt and fraudulent practices or blacklisted;
- Unilaterally modified the terms and conditions of RFP while submitting bids.
- Conditional bids.
- Incomplete bids.

b) The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP or submission of Incomplete bids or if the proposal is not substantially responsive to all the aspects of the RFP shall be at Bidder's own risk and such bid is liable to be rejected.

5. Bid

a) Submission, Receipts and Opening of Bids

Technical and financial bids must be submitted online on Auction tiger (<https://.stockholding.auctiontiger.net>).

For any issues/ clarifications, the bidder may contact implementation and support team members of e-Procurement Technologies Limited on following numbers/mail ids.

Sr No	Name	Mobile Number	Email ID
1	Fahad Khan	6352631766	fahad@eptl.in
2	Shaikh Nasruddin	6352632098	shaikh@eptl.in
3	Manish Pathak	9265562819	manish.p@eptl.in
4	Mubassera Mansuri	7859800621	mubassera@eptl.in
5	Hiral Purohit	6352631968	hiral.purohit@eptl.in
6	Nandan Valera	9081000427, 9510813528, 6354919566	Nandan.v@eptl.in

e-mail: support@auctiontiger.net

Website : www.eptl.in , www.procuretiger.com

Office Hours: (Monday - Friday: 10:00 AM - 07:00 PM (IST) and Saturday: 10:00 AM – 6:00 PM (IST)) (Exclusion: Sunday, Holidays and 2nd and 4th Saturday)

- i) The Technical and Financial Bids once submitted cannot be cancelled and the bidders shall be bound by the same.
- ii) The bidders are required to upload all the documents in Portable Document Format (pdf).
- iii) Upon the successful and timely submission of bids, the portal will give a successful bid submission message which will be displayed with date and time on screen.

b) The bids shall be opened on the specified date and time at the designated venue in the presence of the bidders. The bids shall be opened even if the bidders choose to remain absent.

6. Deliverables

The work shall be completed as per the schedule prescribed by the StockHolding. The process flow should be under the requirements of the StockHolding with adequate controls and safeguards to ensure the accuracy of data and reduce the transaction processing time.

7. Payment Terms

StockHolding will remit payment to the Service Provider within 30 days from the date of receipt of the tax invoice subject to submitting all requisite documents along with the tax invoice as per the term of the agreement/work order and verification thereof. The payment will be subject to TDS as applicable under the Income Tax Act, 1961.

The Bidder should upload invoices in GSTR1 on timely basis so that StockHolding can avail GST input credit on the invoices. Payments for subsequent invoices will be considered for processing only after ascertaining that the vendor has filed the requisite GSTR returns and the previous invoice payment has been duly reflected.

Under no circumstances will Stockholding accept request for payment of invoices whereby it may result into loss of GST Input credit to StockHolding. Where despite follow ups if the vendor has not filed the requisite returns for more than 90 days, StockHolding reserves the right at its sole discretion to recover from the vendor the GST paid by StockHolding.

Milestone	Payment Terms
License fees - One Time Cost	
- On issuance of work order and on receipt of tax invoice	50%
- On successful completion of Implementation	50%
Installation/Integration charges on submission of successful completion certificate from the successful bidder (to be certified by IT team of StockHolding)	100%
Costs for completion of UAT customization (Initial)	100%
Costs for completion of UAT customization (Optional)	100%
Additional Training costs on completion of activity	100%
Annual Maintenance Charges	Half Yearly payment in advance on submission of Tax Invoice

8. Right to Accept Bid

Notwithstanding anything contained in this RFP Document, the StockHolding has the following rights:

- (a) Accept or reject all or any of the bids at any stage, without assigning any reasons thereof and annul the entire process by rejecting all Proposals at any time before the award of the contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

- (b) Request clarification from bidders.
- (c) To accept any Bid in whole or in part.

Rejection of the Proposal as aforesaid would lead to the disqualification of the Applicant. If such disqualification /rejection occurs after the bids are opened and the highest-ranking Applicant gets disqualified/rejected, in such case StockHolding reserves the right to consider the next best Applicant or take any other measure as deemed fit at the sole discretion of StockHolding, including cancellation of the Selection Process.

9. Conflict of Interest

StockHolding requires that Bidders should provide professional, objective, and impartial advice and at all times hold the StockHolding's interests paramount and strictly avoid conflicts with other assignments/jobs or their corporate interests.

10. Confidentiality

- a) Confidential Information means any information or data, in any form or storage medium whatsoever, of any nature in relation to StockHolding that may be provided by StockHolding to the Service Provider on a restricted and confidential basis or that may be accessed by the Agency in terms of the Contract.
- b) The Service Provider shall, at all times, during the continuance of the Contract or otherwise
 - (i) keep all Confidential Information confidential and accordingly shall not disclose any such Confidential Information to any third party under any circumstances;
 - (ii) not use or cause the use of any Confidential Information for any purpose whatsoever other than that contemplated under this Contract;
 - (iii) take all care to ensure that all persons including the officials, as well as employee(s) of the Service Provider who handle the Confidential Information, keep(s) the same confidential and not use the same except for the purposes for which it is meant for.

The obligations of the Service Provider under this clause shall survive even after the termination of the contract.

Obligations of the Service Provider in terms of this clause, shall not apply to the extent that such Confidential Information

- (i) is at the date hereof, or hereafter, enters the public domain through no fault of the Agency;
- (ii) can be shown by the Agency, to the reasonable satisfaction of StockHolding, to have been known to it before being disclosed by StockHolding to it;
- (iii) is required by any Court in India or any other judicial body or authority to be disclosed, published or communicated.

11. Fraud & Corruption

StockHolding requires that the Service Provider selected through this RFP and their Officers, Agents, Employees, Advisors etc. must observe the highest standards of ethics during the performance and execution of the contract. In pursuance of this policy,

- (a) StockHolding will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it, at any time, finds that the Service Provider has, directly or indirectly or through an agent, etc. engaged in corrupt, fraudulent, coercive and unfair trade practice in the selection process or in competing for, or in executing, the contract.

StockHolding reserves the right to reject the bid and disqualify the bidder if it determines that the Bidder engaged in corrupt, fraudulent or unfair trade practices in the tender process.

- (b) StockHolding declares a firm ineligible, either indefinitely or for a stated period, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.

12. Standards of Performance

The selected Bidder i.e. Service Provider shall perform the services and carry out their obligations under the Contract with due diligence and efficiency. The Service Provider shall always act in respect of any matter relating to this contract as a faithful advisor to the StockHolding. The Service Provider shall always support and safeguard the legitimate interests of the StockHolding in any dealings with the third party.

All bidders shall conform to the standards laid down in the RFP in totality at all times.

13. Period for Change Management and Implementation

The modification, fine-tuning, customisations and implementation of software for finalisation of Standalone Accounts and Consolidated Accounts shall be completed within 100 days from the date of issuance of the work order.

14. Duration of the Contract

The duration of the Contract period shall be from the acceptance of work order till end Five (5) Years from date of “GO-Live”.

15. Assignments

The Service Provider shall not assign the work to any other Agency/individual/company/vendor etc., in whole or in part, to perform its obligation under the Contract, without the prior written consent of StockHolding.

16. Indemnity

- a) The Service Provider shall keep StockHolding indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by StockHolding by reason of infringement of intellectual property rights of a third party or any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, bylaws etc. or non-performance or any non- payment by/on behalf of Service Provider.
- b) The Service Provider shall, at its own expense, defend, indemnify, and hold StockHolding harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (*including but not limited to all costs including attorneys' fees and settlement costs*) (collectively, "Damages") arising out of or related to any third party suits or claims brought against StockHolding
 - (i) arising out of or related to the Service Provider's violation of any applicable laws, gross negligence, or wilful misconduct, or
 - (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by Service Provider or any of its Affiliates, officers, directors, and employees.

- c) If any action in any court of law is brought by a third party against StockHolding or any of its representatives /officers for the failure or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of Service Provider, its agents/representatives or employees, Service Provider shall in all such cases be responsible and indemnify and keep StockHolding and/ or its representative/officers harmless from all losses, damages, expenses or decrees arising out of such action.

17. Penalty

Activity	Expected Timelines	Delay	Penalty
Installation/ Integration of software	Within T + 30 days from the date of issuance of work order	Beyond the expected timelines	Rs.5,000/- per day till the default continues
Customization	Within the mutually agreed timelines as per the identified requirements	Beyond the agreed timelines	Rs.3,000/- per day till the default continues
Service calls	To be resolved within 4 hours during finalization period	Beyond 4 Hours	Rs. 1,000/- per hour till resolution of the call at each instance

The penalties which are directly attributable to the Service Provider shall be deducted from the fee payable/adjusted from the Security Deposit or invocation of bank guarantee. Alternatively, the service provider may be required to pay the penalty separately as per timelines stipulated by StockHolding.

Continuous unsatisfactory service, as decided by the StockHolding, shall render the contract liable for termination with invocation of Performance Bank Guarantee. In all cases, StockHolding shall provide an opportunity to the vendor

to explain and rectify the deficiency within the time period specified by StockHolding.

19. Termination

Either party has the right to terminate the contract by giving twelve (12) months prior written notice of termination to the other without assigning any reason.

Notwithstanding anything contained herein above, the StockHolding may, by giving one month advance written notice to the Service Provider, terminate the contract for the following -

1. For default to perform obligations under the Contract or if the quality is not as per the specifications/satisfaction of the StockHolding or in the event of non-adherence to schedule by the Service Provider;
2. Service Provider becomes incapable of or unable to perform the Contract; dissolution or commencement of liquidation or CIRP or winding up proceedings or appointment of a Resolution Professional or Receiver or insolvency of the entity i.e. Service Provider;
3. Service Provider assigns or sub-lets the work under the contract without prior written permission from the StockHolding;
4. Service Provider commits to breach any of the terms and conditions of the contract.
5. Where Service Provider has sold/ hived off/ transferred a part or whole of its business to another assignee, such an assignee will be bound to honour the terms of the agreement and the underlying RFP.

In case of breach of terms of the RFP/ tender/ contract committed by the Service Provider/ bidder/ contractor, the StockHolding may terminate the contract by giving 15 days advance written notice in case of Fine-tuning, Modification if any and Implementation of software for finalisation of Standalone Accounts, Branch accounts in USD (IFSC Branch) and Consolidated Accounts and One month notice in rest of the cases and may *inter alia* further award contract to any other Service Provider at the risk and cost of the defaulting Service Provider. In such case, any higher price to be paid by StockHolding to the newly appointed Service Provider shall be recoverable from the defaulting Service Provider *inter alia* by invoking the Performance Security and/or any amount due and payable by the StockHolding to the defaulting Service Provider.

However, the termination notice will be made effective provided the Service Provider is unable to rectify the default within the notice period to the satisfaction of the StockHolding. No consequential damages shall be payable to the Service Provider where due rectification carried out has been accepted by StockHolding.

20. Consequences of Termination

In respect of clause 19(2), 19(4) and in case of 19(5) if the assignee were not to honour the agreement and the RFP terms, upon Termination of the Contract, the work undertaken by the Service Provider shall become the property of the StockHolding and all its rights shall vest in StockHolding. However, in all such instances, the software will be available to StockHolding for its requirements at no additional financial outgo whatsoever and no party will have any right to contest.

StockHolding will have the rights to get the work done under the contract from another vendor and StockHolding reserves the right to forfeit the security deposit furnished by the Service Provider. Further, any amount paid by StockHolding which is in excess of the work done or services provided by the Service Provider or any amount that has been paid in advance shall be refunded/ returned by the Service Provider to the StockHolding or recovered from the payments due/ invocation of bank guarantee.

21. Force Majeure

Notwithstanding anything contained in the RFP, the Service Provider shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure. For purposes of this clause “Force Majeure” means an event beyond the control of the parties not involving the fault or negligence of the parties and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

Force Majeure *inter alia* shall not include

- a) Any event which is caused by the negligence or intentional action of a Party or such Party’s Sub Agency or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both
 - Take into account at the time of the conclusion of this Agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) Force Majeure shall not include any action taken by the successor / nominee / assignee of the service provider which is not in accordance with the agreement executed between Stockholding and the Service Provider

The decision of the StockHolding, regarding Force Majeure shall be final and binding on the Service Provider. If a Force Majeure situation arises the Service Provider shall promptly notify the StockHolding in writing of such conditions and the causes thereof. Unless otherwise directed by the StockHolding in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

22. Performance Security

22.1 The successful Bidder shall furnish to StockHolding Performance Security for an amount equivalent to 10% of the contract value in the form of Bank Guarantee issued by a Nationalised/ Scheduled Commercial Bank in favour of 'Stock Holding Corporation of India Limited' having validity of 60 months with a claim period of 12 months, within Thirty (30) days of the issuance of the Work Order.

On the receipt of Performance Security in the form of a Bank Guarantee, EMD will be returned/refunded to the successful Bidder.

22.2 In addition to other provisions and conditions mentioned herein, the Performance Security including but not limited to any other amount due and payable by StockHolding to the Service Provider shall be liable to be forfeited at the discretion of StockHolding in the following cases:

- a) If the successful Bidder changes the application price or rates of the contract during the contract period.
- b) The successful bidder withdraws its/his offer during the period of agreement.
- c) The successful bidder refuses/fails to execute the Agreement within a stipulated time.
- d) Successful bidder fails to commence the work within the stipulated time.

- e) The successful bidder fails to perform the work to the satisfaction of the StockHolding.
- f) The Bidder found to have indulged in Canvassing or indulged in fraud, corruption, Bid Rigging, Collusive Bidding or any of the corrupt practices in any form in connection with RFP/tender.
- g) If the Bidder is found to be deliberately suppressing the information or deliberately furnishing wrong information or information which is misleading, false and/or submitting documents which are fabricated or forged.
- h) If the successful bidder fails to honour or refuses to comply with or modify any or all terms and conditions of the RFP/ tender/ Agreement.
- i) Successful Bidder assigns or sub-lets the work under the contract without the prior written permission of the StockHolding.
- j) If the service of the Successful Bidder is found unsatisfactory.
- k) On failure to pay the Liquidated Damages and/ or Penalty within a stipulated time.
- l) In accordance with such other events that have been mentioned in this RFP document.

22.3 The EMD of the unsuccessful bidder shall be returned only after the finalization of the RFP process. No interest shall be paid on the amount of Earnest Money and Performance Security. EMD shall be refunded within 1 month after finalization of the tender process.

23. License Usage Rights

The Successful Bidder/ Service Provider shall ensure that all necessary license rights for usage as required in respect of any device method or software programme etc., used or developed by it while providing the services should be in the name of StockHolding.

24. Relationship

Nothing contained in this RFP Document or Agreement arising thereunder shall be construed as constituting a partnership, joint venture, or agency between StockHolding and the Service Provider. The same is specific and limited to the covenants as herein contained.

There shall be no Employee and Employer or Master and Servant relationship between the personnel deputed by the Service Provider for carrying out the work and StockHolding. The Service Provider shall be solely responsible for all the claims of its personnel and shall ensure that its personnel do not make any claims whatsoever against StockHolding. StockHolding shall have no liability in this regard.

It shall be the duty of the Service Provider to communicate in unequivocal terms the provisions of this clause to its personnel.

25. No Liability

That in any event, the StockHolding shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees/workers of Service Provider or otherwise, at the premises of StockHolding or outside thereof, including any liability due to any accident or injury or death caused to or suffered by any employee of Service Provider or its Contractors/Sub-Contractors or any other health or medical liability or compensation, all of which shall be the sole responsibility of Service Provider.

In case of any loss that might be caused to StockHolding due to any lapse on the part of the Service Provider or its employees or their workers, discharging assigned duties and responsibilities, the same shall be borne by the Service Provider and in this connection, the StockHolding shall have the right to deduct an appropriate amount from the bills of Service Provider to make good such loss to StockHolding.

26. Service of Notices

All notices and other communications required or permitted to be given under the Contract shall be in writing and shall be delivered or sent by personal delivery, electronic mail, or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 30 days in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid).

27. Resolution of Disputes

In case any dispute arises between the parties in relation to or in connection with any of the terms and conditions of RFP or the contract arising thereunder, in the first instance, the parties shall try to resolve the dispute amicably, failing which the dispute shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

28. Jurisdiction

Subject to the arbitration clause contained herein, all disputes between the parties pertaining to this contract shall be subject to the jurisdiction of the competent Courts in Mumbai only.

29. Governing Laws

The construction, validity, and interpretation of this Agreement shall be governed by the laws of India.

30. Severability Clause

In the event that any provision of this RFP/ Tender shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this RFP/ Tender shall be determined to be unlawful or otherwise unenforceable, the remainder of the RFP/ Tender shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this RFP/ Tender to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

31. Waiver

Any delay or failure on the part of StockHolding in exercising its rights under this RFP shall not be considered as a waiver of such right, remedy or provision available under the same.

FORM-A UNDERTAKING CUM DECLARATIONS (On Bidder Letter Head)

Date:

The Manager
Stock Holding Corporation of India Limited,
301, 3rd Floor, Centre Point, Dr. Babasaheb Ambedkar Road,
Parel, Mumbai - 400 012.

Dear Sir,

Sub: Bid for procuring software for finalisation and consolidation of Standalone and Consolidated Accounts in INR and GIFT IFSC Branch accounts in USD & INR Currency.

With reference to your RFP Document dated DD-MM-YYYY, I/we, M/s having examined the RFP and understood their contents, hereby offer our proposals for the Subject works and are in full conformity with the said RFP.

We have read the provisions of the RFP and confirm that all these terms and conditions are acceptable to me/us.

I/We declare that the proposal is unconditional and unqualified.

I/We further declare that additional conditions, variations or deviations, if any, found in my/our bid, will make my/ our bid liable to be rejected summarily along with ensuing consequences as per the terms of the RFP.

I/We agree to abide by the terms and conditions of this Bid, including this letter, the Technical and Financial Bid and all attachments and it shall remain binding upon me/us and may be accepted by you at any time before the expiry of the validity period of 120 days from closure of the RFP.

I/We hereby declare that all the information provided and statements made in the proposal and in the Appendices, are true and correct and all documents accompanying such proposal are true copies of their respective originals and accept that any misinterpretation, suppression of facts or false information contained in it may lead to our disqualification.

I/We hereby undertake and confirm that the intellectual property rights for the proposed software being offered as our response to the subject RFP are held by us and are free from any litigation or claims by anyone.

Further, I/We confirm the payment details of RTGS/NEFT:-

Earnest Money of Rs. ____/- (Rupees _____ only) by RTGS/NEFT UTR no dated Bank.

I/We shall make available to the StockHolding any additional information it may deem necessary or require for supplementing or authenticating the proposal in accordance with the timelines stipulated by StockHolding.

I/We acknowledge the right of the StockHolding to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last years, I/ we have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We understand that I/We are submitting our response to the RFP at our own costs and that I/We will not claim any reimbursement of any costs to us from StockHolding.

I/We understand that StockHolding may cancel the RFP/ Selection Process at any time and that StockHolding is neither bound to accept any proposal that it may receive nor to select the Vendor, nor incur any liability whatsoever towards any bidders/vendors.

I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;

I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected;

I/We have studied RFP and all other documents carefully. I/ We understand that I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the StockHolding or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the contract;

I/ We understand that StockHolding is not bound to accept any proposal received by it or assign any reasons for any actions/ decisions it may take in this regard.

I/ We agree and undertake to abide by all the terms and conditions of the RFP Document at all times.

Dated this [date/month/year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Bid for and on behalf of [Name of Respondent]

Name of Firm:

Address:

Affix seal/ round stamp

Note: This will be attached along with both the Technical and Financial Bid.

Response to Eligibility Criteria

DECLARATION - A1

(On Letter Head of the Bidder)

The Manager
Stock Holding Corporation of India Limited,
301, 3rd Floor, Centre Point, Dr. Babasaheb Ambedkar Road,
Parel, Mumbai - 400 012.

Dear Sir,

Sub: Tender for

In terms of the requirements of the Tender No.....dated.....we hereby undertake as under:-

1. We are not involved in any major litigation that may have an impact on compromising the delivery of services or affect supplying the manpower services as required under this tender.
2. That we are not blacklisted by any StockHolding Group/ PSU entity/ Central/ any State Government/Autonomous Bodies under Central / State Government/ Multinational Companies or by any Other Organization and does not have any litigation, enquiry concluded / pending against the bidder during the last five years starting from 1st April 2019 to 31st March, 2024 during the last 5 years from today.
3. We are registered with the appropriate Government under The Contract Labour (Regulation and Abolition) Act, 1970 and hold a valid license under the said Act.

The Bidder or any partner or any of its employee or member of its network (including those entities who use the brand name or technical expertise or knowledge sharing or information technology support of the bidder or bidder is using the brand name or technical expertise or knowledge sharing or information technology support of another party) is not blacklisted by StockHolding Group / any PSU entity / Central / any State Govt. Department and does not have any litigation, enquiry concluded / pending against the bidder during the last five years starting from 1st April 2019 to 31st March, 2024. The Bidder has not been filed an application of corporate insolvency and bankruptcy under Insolvency and Bankruptcy Code, 2016.

The Bidder or any partner or any of its employee does not have any litigation, enquiry concluded/pending against the bidder during the last five years starting from 1st April 2019 to 31st March, 2024 by any regulatory bodies or any law enforcing agency.

(Signature of Authorized Person)

Name:

Designation:

Date:

Place:

Office Seal:

Witness with Signature:

Business Address:

1) Name & Address:

2) Name & Address:

Response to Eligibility Criteria

DECLARATION - A2

Declaration of Integrity and No Conflict of Interest

(On company letterhead)

The Manager
Stock Holding Corporation of India Limited,
301, 3rd Floor, Centre Point, Dr. Babasaheb Ambedkar Road,
Parel, Mumbai - 400 012.

Dear Sir,

Sub: Tender for

I/ We hereby declare that I/ We shall –

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Not misrepresent or omit that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation.
- c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- d) Not misuse any information shared between the Procuring Entity i.e. StockHolding and the Bidders with an intent to gain unfair advantage in the procurement process.
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- f) Not obstruct any investigation or audit of a procurement process.
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representatives for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e. StockHolding as Consultant for the contract.

For an on behalf of

Signature (with seal)
(Authorised Representative/Signatory)
Name of the Person
Designation

Date:

Place:

DECLARATION - A3

Declaration by the Bidder regarding Qualifications (On company letterhead)

The Manager
Stock Holding Corporation of India Limited,
Mumbai - 400 012.

Dear Sir,

Sub: Tender for

In relation to my/our Bid submitted to for
..... in response to their Notice inviting Bid No.
..... Dated I/We hereby declare that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such taxes payable to the Union and State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not having my/our affairs administered by a Court or a judicial officer, not having my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified according to debarment proceedings.
5. I/we do not have a conflict of interest that materially affects fair competition.

Date: (Signature of bidder)

Place: Name
Designation
Address

FORM-B ELIGIBILITY CRITERIA

The following information shall be furnished by the bidder along with supporting documents.

1	Name of the Individual/Firm/Company	
2	Physical address	
3	Contact Details	
4	PAN Number	Attach supporting document
5	GST Number	Attach supporting document
6	Name(s) of the directors/Partners as on March 31, 2024	Attach supporting document
7	Date of incorporation/registration	Attach supporting document
8	Minimum Average Annual Turnover of Rs. 3 Crores in the last Three (3) Financial Years i.e., FY 2021-22, FY 2022-23 and FY 2023-24	Attach Chartered Accountant certificate with UDIN
9	The Bidder or any partner is not blacklisted by StockHolding Group / any PSU entity / any Central / State Govt. Department and does not have any litigation, enquiry concluded / pending against the bidder during the last Five years starting from 1 st April 2019 to 31 st March, 2024. The Bidder has not been filed an application of corporate insolvency and bankruptcy under Insolvency and Bankruptcy Code, 2016.	Attach Undertaking cum Declaration by the MD & CEO/Director/Company Secretary/ Partner

10	The Bidder or any partner does not have any litigation, enquiry concluded/pending against the bidder during the last Five years starting from 1 st April 2019 to 31 st March, 2024 by any regulatory bodies or any law enforcing agency.	Attach Undertaking cum Declaration by the MD & CEO/Director/Company Secretary/ Partner
11	The Bidder should have at least 20 Regular Employees on its roll with minimum employment period of 2 years, out of which not less than 5 shall have requisite domain expertise and professional qualifications like Chartered Accountants and Company Secretaries and atleast 10 employees with experience in software development.	Attach Undertaking cum Declaration by the MD & CEO/Director/Company Secretary/ Partner
12	Bidder services a minimum of 5 clients of BFSI/Capital Markets segment with a turnover/revenue of each client over INR 500 crores in India for software solutions, as detailed in the scope of the RFP.	Attach Undertaking cum Declaration by the MD & CEO/Director/Company Secretary/ Partner
13	Bidder has been offering the proposed tool for a Minimum of 5 Years in India as of 31 st March 2024	Attach Undertaking cum Declaration (by the MD & CEO/Director/Company Secretary/ Partner
14	Bidder should have Service/Call Centre in India to address the grievances. Also require to submit an escalation matrix for grievance redressal.	Undertaking cum Declaration by the MD & CEO/Director/Company Secretary/ Partner
15	Networth of the company/firm as on March 31, 2024	Attach Networth certified by a Chartered Accountant with UDIN
16	The proposed tool offered should not be based in MS Excel or other similar solution	Undertaking cum Declaration by the MD & CEO/Director/Company Secretary/Partner
17	The Database Management System should be in Oracle Database	Undertaking cum Declaration by the MD &

		CEO/Director/ Company Secretary/Partner
18	FORM-A Undertaking	Attach Form signed by the MD & CEO/Director/ Company Secretary/ Partner
19	Declaration - A1	Attach Declaration signed by the MD & CEO/ Director/Company Secretary/ Partner
20	Declaration – A2	Attach Declaration signed by the MD & CEO/ Director/Company Secretary/ Partner
21	Declaration – A3	Attach Declaration signed by the MD & CEO/ Director/Company Secretary/ Partner

FORM-C TECHNICAL BID

The following information shall be furnished by the bidder along with supporting documents.

1.	Bidder of Proposed tool shall have operational existence of a Minimum of 5 Years in India as of 31 st March, 2024. (Completed years will only be considered and any part of the year shall be ignored)	Attach supporting document
2.	Average annual turnover in INR of last three (3) financial years 2021-22, 2022-23 & 2023-24	Attach Average annual turnover certificate of Chartered Accountant's with UDIN
3.	Number of Regular Employees on its roll with minimum employment period of Two (2) years involved in Software Development. Bidder to submit Undertaking that the bidder meets these criteria	Attach Chartered Accountant's certificate with UDIN
4.	No. of clients of BFSI/ Capital Market Segment using the tool	Attach Chartered Accountant's certificate with UDIN
5.	Networth in INR as of March 31, 2024	Attach Networth certified by a Chartered Accountant with UDIN
6.	Customer Vintage :	Attach Chartered Accountant's certificate with UDIN
A	Government Companies continuing the License for more than 3 years	
B	Other customers from the BFSI segment have continued the License for more than 3 years	

FORM-D FINANCIAL BID

I/We hereby submit my/our Proposal for procuring software for the finalisation and Consolidation of Standalone and Consolidated Accounts in INR and GIFT IFSC Branch accounts in USD & INR currency as per the Tender document and in accordance with the Terms and Conditions specified therein. The rates quoted are given below:

Sr. No.	Work/Service Details	Hrs. /Rate	INR (Exclusive Taxes)
A	One-time Costs:		
A1	License Fees (One-time Cost for GAAP and IND-AS Financial Statements as specified in the RFP)	-	
A2	Installation/Integration	-	
	Total of A: (A1 + A2)	-	
B	Customisation Costs (Initial)		
B1	Estimated customisation man-hours by bidder @		-
B2	Customisation rate per man hour for initial customisation @		-
	Total of B: (B1 multiply B2)	-	
C	All Regulatory/Statutory requirement – Customisations	-	Nil
D	Optional Customisation costs - Subsequent Years post “Go-Live” (For purely evaluation purpose 50 man-hours will be considered for each year)*		
D1	Customisation cost for 50 man hours - (Year-1) (post initial customisation) (Mention rate per hour and cost for 50 hours)		
D2	Customisation cost for 50 man hours - (Year-2) (post initial customisation)		
D3	Customisation cost for 50 man hours - (Year-3) (post initial customisation)		
D4	Customisation cost for 50 man hours - (Year-4)		

	(post initial customisation)		
D5	Customisation cost for 50 man hours - (Year-5) (post initial customisation)		
	Total of D: (D1 + D2 + D3 + D4 + D5)	-	
E	Training Cost	-	
E1	Initial Training Cost	-	Nil
E2	3 virtual Training and 1 in-person Training per year as per RFP	-	Nil
E3	Additional training required: Three (3) sessions per year i.e., Total 15 session for 5 years	-	
	Total of E: (E3)	-	
F	Annual Maintenance Charges post “Go-Live”		
F1	Annual Maintenance Charges (Year-1)	-	
F2	Annual Maintenance Charges (Year-2)	-	
F3	Annual Maintenance Charges (Year-3)	-	
F4	Annual Maintenance Charges (Year-4)	-	
F5	Annual Maintenance Charges (Year-5)	-	
	Total of F: (F1 + F2 + F3 + F4 + F5)		
	Total Project Value (A + B + D + E + F)	-	
	(In Words)		

* Note: Rate quoted for respective year in point D (i.e., optional customization) shall be fixed and considered for any such customization during the period of contract irrespective of customization hours.

FORM – E INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs.10 Lakh or more (for Administration department) and Rs.20 lakh or more (IT department). To be signed by the same signatory competent/ authorized to sign the relevant contract on behalf of StockHolding.)

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

(Each Tender must have Distinct Number and Subject Matter)

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 - 400 012, 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. Vendors / 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 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 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 Process treat all Bidder(s)/Counter Party (ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender 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 Process or the Contract execution.
 - c. The Principal / Owner shall endeavour to exclude from the Tender 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 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 disfavour 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 Technical Bid, as given at **Annexure I**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure II**.

8. The Bidder / Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of Stock Holding / Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / Stock Holding as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / Stock Holding, or alternatively, if any relative of an official / employee of Principal / Stock Holding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender.
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 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 process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender Process and exclusion from Future Contracts

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

IV. Consequences of Breach

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

1. Forfeiture of EMD / Security Deposit : If the Principal / StockHolding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / StockHolding / Owner apart from exercising any legal rights that may have accrued to the Principal / StockHolding / Owner, may in its considered opinion forfeit the

Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.

2. Criminal Liability: If the Principal / Owner / StockHolding obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / StockHolding has substantive suspicion in this regard, the Principal / StockHolding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

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

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.
2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding and the Bidder/Counter Parties, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender 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 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 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 tenders 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 and shall keep the IEM apprised of all the developments in the Tender 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 non-binding 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.
2. Changes and supplements in any Procurement/Services Contract/Tender 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/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/Work Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.

Annexure-I

**Covering Letter with each tender (above Rs. 1.00 lakh or more) on
StockHolding's Letterhead**

(For Tenders issued by StockHolding directly)

Ref: StockHolding/

2024-25

Dated:

To,

Sub: Tender no. _____ for _____

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. 015/VG:/012-276469 dated February 25, 2015 and stands committed to following the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (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 documents, failing which the tenderer / bidder will stand disqualified from the tendering 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 StockHolding
(Authorized Signatory)**

Note: The copy of the Integrity Agreement, duly signed by the Authorized Signatory shall be provided to the bidders on specific request.

Annexure-II

Covering Letter with each tender (above Rs. 10 lakh or more) on Consultant's Letterhead

(For Tenders invited through a Consultant viz. EPCM/PMC Contracts)

Ref: StockHolding/ /2024-25

Dated:

To,

Sub: Tender no. _____ for _____

Dear Sir

Declaration

We, the consultant, on behalf of StockHolding hereby declares that StockHolding has adopted Integrity Pact Program as advised by Central Vigilance Commission vide its Letter No. 015/VG:/012-276469 dated February 25, 2015 and stands committed to following the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (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 documents, failing which the tenderer /bidder will stand disqualified from the tendering 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 StockHolding

Yours faithfully,
For and on behalf of (Name of Consultant)

(Authorized Signatory of the Consultant)

Note: The copy of the Integrity Agreement, duly signed by the Authorized Signatory shall be provided to the bidders on specific request.

FORM-F NON-DISCLOSURE AGREEMENT

(To be executed on Rs. 100/- stamp paper and original document to be submitted)

The NON DISCLOSURE AGREEMENT (“Agreement”) is entered into on this day of, 2024 by and between Stock Holding Corporation of India Limited (hereinafter referred to as “StockHolding” and/or “Disclosing Party”), a company incorporated under the Companies Act, 1956, having its registered office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai, 400012 (which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns) of the ONE PART.

AND

M/s _____ (hereinafter referred to as the “Receiving Party”), a professional services firm, having its office at (which expression shall unless repugnant to the meaning or context thereof mean and include its successors and permitted assigns) of the OTHER PART.

Individually referred to as “Party” and collectively as “Parties”.

WHEREAS StockHolding desires to avail the services of M/s _____, for providing services related to _____ (the “purpose”), and has thus agreed to provide certain information to M/s _____. Pursuant to this, Stock-Holding has agreed to disclose information on the condition that M/s _____ shall keep all the information disclosed by StockHolding in secrecy and as a condition to receiving or accessing such proprietary, secret or confidential information. M/s _____ agrees that the following terms shall apply when it receives or accesses such proprietary, secret or confidential information from the Disclosing Party. StockHolding is therefore, desirous to execute a Non-Disclosure Agreement with M/s. _____ in the above regard in order to protect its interests.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

1. CONFIDENTIAL INFORMATION

This Agreement shall apply to all the confidential and proprietary information disclosed in writing by the Disclosing Party to Receiving Party, including the discussion conducted by the Parties under this Agreement and work assignments in relation to the said purpose between the Parties within various areas and including communications between the Parties relating to the said purpose, information, knowledge, data (in any form), drawings, knowhow, analysis, computations, compilations, interface specifications, studies, software programs, employee/ customer names, trade secrets, agreements, documents and other materials relating to the Disclosing Party and/or its affiliate(s) and/or its business partner(s) disclosed or communicated by the Disclosing Party to the Receiving Party or prepared by the Receiving Party from or in connection with any of the above information, or which contain or are based in whole or in part upon such information. Such information collectively shall be referred to in this Agreement as the "Confidential Information". Notwithstanding any provision herein, Confidential Information can be in tangible form, including without limitation, in writing, electronic or other machine readable form. Confidential Information means Information that consists of certain specifications, designs, plans, systems, technology, manufacturing process, patents, drawings, software, prototypes and/or technical information and all information regardless of form of storage relating to or developed in connection with business purpose and for any businesses products, markets, promotions, strategies, plans, customers, suppliers or employees of Disclosing Party or related company or intellectual property owned or used by Disclosing Party or a related company or licensed to the Disclosing Party or related company and all copies and derivatives containing such information, that may be disclosed to other for and during the business purpose.

2. PURPOSE

The Receiving Party shall use information only for the sole purpose intended as mentioned above and for the purpose of valuation /financial due diligence & taxation, and shall hold the information in confidence using the same degree of care and caution as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees or other member firms who have a need to know, but only to the extent necessary to carry out the business purpose of this Agreement. It shall reproduce information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties take all action reasonably necessary to maintain the confidentiality of the other Party.

3. OWNERSHIP/TITLE

The Receiving Party acknowledges that all the Confidential Information which is disclosed by Disclosing Party under this Agreement is the property of the Disclosing Party and/or its affiliate(s) and/or its business partner(s) and that the disclosure of the Confidential Information shall not be deemed to confer any right, title or licence to that Confidential Information on the Receiving Party.

4. NON DISCLOSURE Use of Confidential Information:

- a. The Receiving Party acknowledges that the Confidential Information is a valuable, special and unique asset belonging to the Disclosing Party and/or its affiliate(s) and/or its business partner(s) and agrees that they shall not disclose the Confidential Information of the Disclosing Party in whole or in part to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever without the prior written consent of the Disclosing Party.
- b. The Receiving Party agrees that they shall not without prior written consent of the Disclosing Party, disclose or enter into an agreement to disseminate and use the Confidential Information to any third party, except as specifically

provided for in this Agreement and shall be used by the Receiving Party solely for the Purpose stated in the Agreement.

- c. The Parties to this Agreement are obliged to keep confidential the trade secrets of the respective party involved or the non-public and confidential documents and materials provided by the disclosing party. Without the consent of the disclosing party, the receiving party shall not disclose any information to a third party.
- d. Without the written permission of disclosing party, the receiving party shall not reproduce, print, disseminate or disseminate through advertisements any non-public or confidential documents, materials or other information related to the disclosing party, except for the due performance of its obligation under this Agreement.

5. EXCEPTIONS

The foregoing notwithstanding, no information shall be considered Confidential Information if such information

- a. was in the possession of the Receiving Party before execution of this Agreement,
- b. is or becomes public knowledge through no fault of or without violation of any duty of confidentiality of the Receiving Party
- c. disclosure, if required, by law or regulation or was in response to a valid order of a court or authorised agency of government or other legal process
- d. was developed by employees or agents of the Receiving Party, independently of and without reference to the Confidential Information.
- e. subsequently comes lawfully into the possession of the Receiving Party from a third party who does not owe any party an obligation of confidence in relation to such information;
- f. is approved for disclosure in writing by the Disclosing Parties or a Disclosing Party.

6. REMEDIES

That the Parties recognize and acknowledge that Confidential Information is of a special, unique and extraordinary character to StockHolding and that the disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party may cause serious injury to StockHolding. It is understood and agreed that monetary damages would not be sufficient remedy for any actual or threatened breach of this Undertaking by the Receiving Party or any of its Representatives and that, in addition to all other remedies available at law and/or in equity, the Disclosing Party shall be entitled to equitable relief, including both preliminary and permanent injunctions and specific performance, as a remedy for any such actual or threatened breach of this Undertaking by the Receiving Party or any of its Representatives.

7. STANDARD OF CARE

The Receiving Party agrees that it shall protect the Confidential Information of the Disclosing Party using not less than the same standard of care it applies to its own proprietary, secret or Confidential Information and in any event not less than reasonable care and that the Confidential Information. 8. RETURN OF CONFIDENTIAL INFORMATION Upon the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party or destroy all the physical copies of Confidential Information (and delete or make inaccessible all electronic copies thereof) without any demur or protest. However, the Receiving Party shall be entitled to retain its working papers.

9. GENERAL

- a. Each Party to this Agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to carry out the terms and purposes of this Agreement.
- b. No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by the Parties hereto.

- c. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege nor any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other such right, power or privilege. No waiver of any provision of this Agreement or any rights or obligations under this Agreement shall have any effect, except pursuant to a written instrument signed by the Party waiving compliance.
- d. The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- e. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement.
- f. All notices, demands or other communications under this Agreement shall be given or made in writing, and shall be delivered personally, or sent by registered mail , email, at the address and/ email designated by such Party from time to time for the Purpose of this Agreement. Any notice, demand or other communication shall be deemed to have been received by the recipient, if delivered personally, at the time of delivery; if sent by mail, 2 business days after posting; and if sent by email, upon successful transmission during normal business hours.
- g. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other or remaining provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.
- h. This Agreement and the relationships of the Parties in connection with the subject matter of this Agreement shall be governed by and construed in accordance with the laws of India and any disputes shall be referred to Arbitration for resolution of the dispute in accordance with the Arbitration & Conciliation Act, 1996. The Arbitration panel shall consist of Sole Arbitrator

appointed by mutual consent of the Parties. The seat of arbitration shall be in Mumbai only.

- i. Neither Party shall assign this Agreement without first securing the other Party's written consent.

Mumbai Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The Parties irrevocably agree to submit to that jurisdiction.

10. Term and Termination

This NDA shall be coterminous and concurrent with the Agreement being executed between / among the parties. The Receiving Party shall maintain the Confidential Information in confidence in accordance with the terms of this Agreement during the term of empanelment. The obligation to maintain the Confidential Information in confidence shall survive for a period of 3 (three) years from the date of termination.

11. REPRESENTATIONS AND WARRANTIES

- a. The Confidential Information disclosed under this Undertaking is delivered on "as is" basis and the Disclosing Party does not make any representation or warranty as to the accuracy, timeliness or completeness of the Confidential Information or its suitability for any particular purpose. Each Party represents and warrants to the other that
 - i. it is an entity duly organized and validly existing in the jurisdiction of its incorporation; and
 - ii. it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of this Agreement.
- b. The Disclosing Party hereby disclaims any warranties, express or implied, with respect to the accuracy or completeness of any Confidential Information supplied to the Receiving Party. Notwithstanding the preceding, the Receiving Party shall be entitled to rely on such representations and warranties as any be made to it in any definitive agreement between the Parties, subject to the terms and conditions of such agreement.

- c. This Agreement grants no patent rights, copyrights, trade secrets or licenses, expressed or implied, to the Receiving Party except to the extent necessary for the Receiving Party to perform the evaluation contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this document as of the effective date.

For and on behalf of

Stock Holding Corporation of India Limited

Name:

Title:

In the presence of:

Name:

Title:

For and on behalf of

Name:

Title:

In the presence of:

Name:

Title: