

Stock Holding Corporation of India Limited
(Stock Holding)



RFP Reference Number: IT-06/2023-24

Date: 01-DEC-2023

GEM Reference No. - GEM/2023/B/4274637

**REQUEST FOR PROPOSAL – ANNUAL MAINTENANCE CONTRACT (AMC) OF
NETWORKING DEVICES (BACK-TO-BACK)**

DISCLAIMER

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

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

RFP Document Details

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	IT-06/2023-24
3	Requirement	Request for proposal (RFP) for Back-To-Back AMC of Networking Devices
4	Interest free Earnest Money Deposit (EMD) [*]	Rs.1,50,000/- (Indian Rupees One Lakhs Fifty Thousand only) by way of RTGS/NEFT to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT on StockHolding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004. Please share the UTR details to us on below mentioned email address.
5	Email Id for queries up to Pre-Bid Meet	PRIT@stockholding.com
6	Date of Issue of RFP Document	01-DEC-2023
7	Date, Time and place for online Pre-bid meeting	05-Dec-2023 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to PRIT@stockholding.com before 04-Dec-2023 05:00 PM
8	Last Date for Submission of Online Bid	11-Dec-2023 03:00 PM
9	Date of opening bid	11-Dec-2023 03:30 PM

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

This bid document is not transferable.

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

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SUBMISSION OF PROPOSAL

StockHolding invites e-tender through GeM Portal, in two bid system (Technical and Commercial bid), from firm/company/organisation having sufficient experience on managing Cisco devices.

Submission of Bids:

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

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

Invitation for bids:

This “Invitation for bid” is for On-site Annual Maintenance Contract of Networking Devices for StockHolding Offices on PAN India basis for the period of 02 (two) years with one year as extension and should be maintained for trouble free performance along with CISCO back-lined and bidders shared support wherever applicable.

Due Diligence:

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

Cost of Bidding:

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

Contents of this RFP Document:

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

- a Bidder Details – Annexure 1
- b Requirement with Scope of Service and Terms and Conditions
- c Format for Eligibility Criteria - Annexure 2
- d Format for Price Bid (Commercial) Bids - Annexure 3
- e Integrity Pact (Text) Annexure 5
- f Compliance Statement - Annexure 6

- g Bids preparation and submission details

Clarifications regarding RFP Document:

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

Validity of offer:

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

ELIGIBILITY CRITERIA (Documents to be Submitted Online)

Guidelines to be followed prior to submitting an application-

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

SI.	Criteria	Documents to be submitted by Bidder
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 with experience in providing similar services for past 7 years	Copy of Certificate of Incorporation issued by the Registrar of Companies and Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
2	Bidder should have in minimum 3 enterprise / corporate customers in India where bidder have an experience of managing 500 network equipment's (Router's / Switches) during the past 5 Years	PO/Work Order with minimum 3 clients to be shared
3	The Bidder should be Tier 1 or Platinum or Gold Partner of CISCO consecutively since last 03 years.	Valid Partnership Certificate of OEM
4	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons within last 2 years from the RFP date.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
5	Should have an annual turnover of at least Rs. 50 Crores per annum for last three financial years (2020-21, 2021-22 and 2022-23) out of which at least Rs. 80 lakhs from the business of AMC of routers and switches. It should be of individual company and not of Group of Companies	Certificate from CA mentioning annual turnover and turnover from business of AMC of routers and switches for last three financial years.
6	Bidder should be in Net Profit in the last three audited financial years i.e. 2020-21, 2021-22 and 2022-23.	Certificate from CA mentioning profit/loss for last three financial years.
7	Bidder to submit MAF (Manufacturer Authorization Certificate) from OEM with tender reference number.	MAF from OEM is required.
8	Bidder/ need to certify that they have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated	Self-declaration from bidder on their letter head duly signed by authorized signatory

	<p>23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India.</p> <p>Bidder also to certify that bidder and OEM are not from such a country or if from a country, has been registered with competent authority.</p>	
9	<p>Bidder should have support offices in MMRDA region and Bangalore</p>	<p>Bidder to provide list of office address along with contacts.</p>
10	<p>Bidder to provide undertaking that no penalties, amounting to up to 10% of the contract value per year, have been imposed in the last three years by any of its client(s).</p>	<p>Self-declaration from bidder on their letter head duly signed by authorized signatory</p>

BIDS PREPARATION AND SUBMISSION DETAILS

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

1. Submission of Bids

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

2. Evaluation of Bids

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

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

- a Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- b The information provided by the bidders in response to this RFP document will become the property of StockHolding.

Evaluation Process

First the ‘Eligibility Criteria bid document’ will be evaluated and only those bidders who qualify the requirements will be eligible for ‘Technical bid’. In the second stage, for only those bidders who meets the ‘Eligibility Criteria’, technical bids will be evaluated, and a technical score would be arrived at. In third stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial evaluation.

Eligibility Criteria Evaluation

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

Technical Bid Evaluation

The Technical bids of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. *StockHolding* may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the *StockHolding*.

Only those bidders scoring a *minimum* of 50 in the Technical evaluation will be qualified for Commercial evaluation.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Parameter	Method of Allocating Marks	Maximum Score	Documents Required
Bidder must be in Core business of providing IT services / ITeS for a period of at least last 7 years as on RFP date.	a) Minimum 7 years = 20 Marks b) >7 and < 10 years; = 30 Marks c) =>10 years = 40 Marks	40	PO to be shared with StockHolding
The bidder should have in minimum 3 enterprise / corporate customers in India where bidder have an experience of managing 500 network equipment’s (Router’s / Switches) during the past 5 Years	a) 3 Project = 15 Marks b) >3 and <= 5 Project; = 22 Marks c) >5 Project = 30 Marks	30	PO to be shared with StockHolding

The Bidder should be Tier 1 or Platinum or Gold Partner of CISCO consecutively since last 03 years.	a) Minimum 3 years = 15 Marks b) 4 years; = 22 Marks c) =>5 years = 30 Marks	30	Valid Partnership Certificates of OEM
Total Marks		Max: 100	

Commercial Bid Evaluation

Only those bidders scoring a *minimum* of 50 in the Technical evaluation will be deemed qualified for commercial evaluation.

The Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened.

Best Value Bid Determination and Final Evaluation:

A composite score shall be calculated for those bidders whose bids are found to be in order. The weightage for the composite evaluation is as described below:

- a. Technical – 70%
- b. Commercial – 30%

For Quality and Cost based Evaluation (QCBS), the following formula will be used for evaluation of the bids.

$$B_n = 0.7 * T_n + (0.3) * (C_{min}/C_b * 100)$$

Where;

B_n = Overall score of bidder under consideration

T_n = Technical score for the bidder under consideration

C_b = Evaluated Bid Cost (as calculated above) for the bidder under consideration

C_{min} = Lowest Evaluated Bid Cost (as calculated above) among the financial proposals under consideration.

The bidder achieving the maximum overall score will be selected for the project. StockHolding reserves the right to negotiate with bidder achieving the maximum overall score.

The format for quoting commercial bid set out in Annexure 3- “Commercial Price Bid Format”. Based on the price quoted in the Commercial Bid will be evaluated to decide the L1 bidder.

Further, *StockHolding* will negotiate with the L1 bidder (decided based on the Commercial Bid evaluation) to arrive at final price.

REQUIREMENT

Stockholding will be renewing annual maintenance contract of 14 network devices (refer Annexure-7) of Stockholding locations for the period of 02 (two) years with one year as extension from 01st January 2024 to 31st December 2026. Network devices of these locations to be back align with OEM for 24 x 7 x 365 Support along with shared support from respective bidder.

Scope of Work (SOW)

Scope of work involves the following:

- a) The warranty provided by the respective bidder should have a back to back arrangement with the OEM. The declaration should be the part of a Letter of Authorization and signed by competent authority not lower than Company Secretary of the OEM.
- b) If the respective bidder is an authorized partner or service provider of an OEM, an undertaking from the OEM is required (please enclose) stating that they would facilitate the bidder on a regular basis with technology/product updates and extends support for the warranty as well. An undertaking should also include by OEM stating that in the event the fails to resolve/handle any issue within stipulated time limits, OEM would take the responsibility of handling the issue directly or through bidder.
- c) Bidder will provide 24 hours support on all seven days of the week (24x7x365) on the complete bill of material as mentioned in Annexure.

Service Level Agreement (SLA)

Network Equipment Uptime:

Sr. No.	SLA	Core Routers & Core Switches of Stockholding locations
1	Coverage	Coverage 24 x7 x 365
2	Response Time	2 Hours
3	Resolution Time (Including replacement)	4 Hours
4	Equipment Uptime	99.50% calculated Monthly

System/Solution Uptime Calculation Method:

Support Window: (All days = 24 hours in a day * 30 days on Monthly basis)

Bidder should provide system/solution uptime of 99.50% device specific on the entire Bill Of Material as per “Network equipment uptime” table as shown above on monthly basis.

Uptime shall be calculated at the end of each month as follows.

Uptime: $\{(Actual\ Uptime + Excusable\ Down\ Time) / Schedule\ Hrs\} \times 100$

- a) Actual Uptime means, of the scheduled hours, the aggregate number of hours in any month during which each defined and supported equipment is actually available for use.
- b) Excusable downtime means the aggregate number of hours in any month during which each defined and supported equipment and service is down during scheduled hours due to preventive maintenance, scheduled outages, LAN cabling faults, infrastructure problems or any other situation which is not attributable to bidder's failure to exercise due care in performing its responsibilities.
- c) Scheduled hours means the days of the week and the hours per day for which the bidder has committed to an availability service level for a system or network and during which periods such Availability Service Level will apply.

System Downtime Calculation Method:

- a) The recording of downtime shall commence from the time of registering the call with the bidder.
- b) If Stockholding elects to continue the operation on the equipment of service, when part of the equipment or service gives problem, an event normally giving rise to downtime, the commencement of downtime shall be deferred until Stockholding releases the equipment or service as required by the bidder to do remedial maintenance.
- c) Downtime shall end when the equipment and all services is made operational.
- d) Downtime shall not be considered under the following scenarios.
 - Failure of Stockholding to take any specified action previously agreed by Stockholding with the bidder where Stockholding has modified the software or hardware without prior written consent of the bidder.
 - Time taken by pre-scheduled preventive maintenance and health check at a time convenient to Stockholding during agreed service hours.
 - Repair time due to machine failure caused by confirmed environmental conditions.
 - When the system is normally functioning time to reload operating system and any applications and restore any old data at Stockholding's request.
 - Preventive maintenance, Scheduled outages, LAN Cabling faults, infrastructure problems or any other situation which is not attributable to bidder's failure to exercise due care in performing its responsibilities

Bidder's Responsibility:

- a) Bidder will stock necessary spares (Preferably at Stockholding Mahape & Bangalore site) to meet the desired SLA's.
- b) The bidder will provide and apply all available patches and IOS's release updates and upgrades as and when required by SHCIL and /or as when released by OEM and / or review the same on quarterly basis.
- c) Bidder will undertake preventive maintenance services half-yearly for all the in scope devices by personally allocating a field engineer at respective location.

- d) Bidder will configure, re-configure, install, re-install, apply patches, and apply updates (iOS, etc.) as required. This is applicable to the entire inventory for which EOS and EOL has not declared by OEM and its back align with OEM.
- e) Bidder will raise call on CISCO (if required), raise RMA(Return Material Authorization) and get the equipment replaced, installed, configured and working in StockHolding's network as per the defined SLAs. End to-End support is expected from the Bidder. Faulty hardware is owned by Bidder.
- f) Bidder will provide stand-by equipment of similar configuration or higher in case replacement is delayed with respect to (w. r. t.) SLA defined.
- g) Bidder will hereby indemnify, protect and save StockHolding against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the bidder. Any publicity by bidder in which name of StockHolding is used should be done only with the explicit permission of StockHolding.
- h) Bidder will sign Non-Disclosure Agreement and should be valid till contract period from the date of the purchase Order.
- i) Bidder will re-check existing inventory and will provide an updated Inventory list on quarterly basis during the contract period.
- j) Bidder will provide Cisco SmartNet Supporting addition to the PSRT support (Shared Support) required as per support requirement of Stockholding.
- k) All network switches and routers having back to back support with OEM should reflect with our own contract ids provided to us by OEM Cisco for “Stock Holding Corporation of India Limited.” And not with bidder’s contract ids.
- l) Stockholding shall able to log the case directly with Cisco TAC (Technical Assistance Center) as we will required a Smartnet support with Cisco. (This is applicable for back to back Smartnet Support network devices with OEM)
- m) In case of mismatch of model number / serial number of devices because of RMA those devices should be honored during the AMC.
- n) Router and Switches health status related issues example. Low RPM related concerns needs to be check on priority basis and network devices accessories are consider as a part of part replacement during this AMC. i.e. FAN replacement has been consider as a part of this AMC.
- o) Inventory provided by Stockholding has been verified till October 2023 as the existing AMC contract with the current bidder is valid till December 2023 end. Considering this it may possible that there will be modifications in some of the network devices in next 2 months. So complete inventory details will be provided to Successful bidder.
- p) In case of Network devices shifting activity in Racks at any of the Stockholding location we will require onsite engineer’s support from respective bidder for shifting of network devices.

Contract Duration

- a. Successful bidder shall enter into contract for the period of 02 (two) years with one year as extension with StockHolding.
- b. Year 2 price will have maximum escalation upto 10% on Year 1 Price per device and Year 3 Price will also have maximum escalation upto 10% on Year 2 Price per devices for the selected bidder.

Terms and Conditions**A. Payment:**

- a. Quarterly payment on completion of each quarter and on submission of Invoice duly certified by *StockHolding* Networking official(s). Applicable TDS will be deducted (recovered) from the payment(s).
- b. Applicable Penalty/Penalties may be recovered from payment
- c. As and when or all devices are removed in case of EOL or EOS, the payment will be made on pro-rate basis.
- d. The AMC status for all devices should be updated on the OEM portal within 7-15 days after issuance of Purchase Order for releasing the payment.
- e. Payments will be released only after submission and verification of the required Bank Guarantee (BG). No payment will be made to successful bidder, until the BG verification is done.

B. Taxes & levies:

- a. Applicable GST payable at actual as per prevailing rate of taxes as per Government notification
- b. In case of tax exemption or lower TDS; Bidder has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s) (c) Applicable TDS will be deducted from payment(s).

C. Location Details:

- a. As per list of inventory attached (For Mahape & Bangalore)

D. AMC Period:

- a. **Renewal period** : 01st January 2024 to 31st December 2025 (2 years)
- b. **Extension period** : 01st January 2026 to 31st December 2026 (1 year)

- E.** Bidder to abide by labour laws, human rights and regulations in their regions of business. Bidder to adhere to laws addressing child, forced or trafficked labour.

Refund of Earnest Money Deposit (EMD):

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

Performance Bank Guarantee (PBG):

Successful Bidder shall, at own expense, deposit with the *StockHolding*, within seven (7) days on issuance of PO, a Bank Guarantee (BG) for the value of 5% (Five per cent) of the Contract Value

from scheduled commercial banks as per Annexure - 8. This Bank Guarantee shall be valid up to 30 days beyond the completion of the contract period. No payment will be due to the successful bidder based on performance, until the BG verification is pending.

Bank Guarantee may be discharged / returned by *StockHolding* upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Bank Guarantee.

StockHolding reserves the right to invoke the BG in the event of non-performance by the successful bidder.

Penalty Clause

- a. Bidder on receiving PO has to back align with OEM within 01 (One) week, failing will attract penalty of 5000/- per day and if not back align within 15 days, StockHolding reserves the right to terminate the contract.
- b. For each incidence of breach if bidder do not meet its SLA, Stockholding put the penalty of Rs.5,000/- per day till 2 days. Beyond 2 days, penalty of Rs.10,000/- per day per instance of breach will be applicable.
- c. Any deviation in half-yearly (1st and 3rd quarter) preventive maintenance activity, a penalty of Rs.5,000/- per device per half-year will be applicable.
- d. *StockHolding* will make quarterly payments in accordance with the purchase order provided that the services meet the contractual standards, submission of preventive maintenance reports on half-yearly basis and necessary invoices/bills are provided after deducting any applicable penalties. No separate reimbursement of any kind will be provided to the bidder beyond the quoted price. There shall be no escalation in the prices once they are fixed and agreed by *StockHolding* and the bidder. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty and/or taxes after the prices are fixed should be passed on to *StockHolding*. *StockHolding* would be entitled to levy and/or deduct tax on payments as applicable in India.
- e. *StockHolding* reserves the right to invoke the Bank Guarantee in case of any breach of SLA, problem resolution or other commitments.

Force Majeure

The Bidder will not be held responsible for breach of executing any obligation or delay in executing any obligations during below given circumstances / conditions:

- a. War, Riots, Strike, Fire, Flood, Earthquake, Storm, Pandemic breakout, Power failure, Theft etc.
- b. Any Governmental priorities (Necessary proof for validation viz. Govt. Gazette notifications, Leading Newspaper reports, etc. should be made available) (c) Sabotage or omission of StockHolding

Dispute Resolution

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

Right to alter RFP

- a. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- b. StockHolding reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. We further understand and accept that StockHolding's decision in this regard will be final and binding on all bidders.

Integrity Pact

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

Non-Disclosure Agreement (NDA)

The successful Bidder will sign a Non-Disclosure Agreement (NDA) with StockHolding for the contract period. The draft text of the NDA will have to be approved by legal department of StockHolding.

Indemnify

The Bidder should hereby indemnify, protect and save StockHolding against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the Bidder. Any publicity by Bidder in which name of StockHolding is used should be done only with the explicit permission of StockHolding.

Subcontracting

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

Termination Clause

StockHolding reserves right to terminate the contract by giving 30 days prior written notice in advance –

- a) If the penalty amount calculated on monthly basis surpasses the quarterly amount to be paid;
- b) If half-yearly Preventive Maintenance not done by the successful bidder;
- c) If at any point of time, the services of bidders are found to be non-satisfactory;

After termination of contract with L1 bidder due to above reasons or any deemed to be fit for cancellation, StockHolding reserves the right to award the contract to L2 Bidder at same applicable L1 price and at the same terms and conditions for the remaining term of the contract to ensure business continuity.

**ANNEXURE - 1 - Details of Bidder’s Profile
(To be submitted along with technical bid on Company letter head)**

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

Sl. No	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please attach annexures for all states)		
6	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai(if any)		
7	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID		
8	Years of experience of Managing more than 500 network devices		
9	Financial parameters		
	Business Results (last three years)	Annual Turnover	Operating Profit
		(Rs. in Crores)	(Rs. in Crores)
	2020-21		
	2021-22		
	2022-23		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)	

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

Dated this..... Day of 2023

(Signature)

(In the capacity of)

**ANNEXURE - 2 – Eligibility Criteria
To be submitted as part of Technical Bid**

SI.	Criteria	Documents to be submitted by Bidder
1	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 with experience in providing similar services for past 7 years	Copy of Certificate of Incorporation issued by the Registrar of Companies and Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
2	Bidder should have in minimum 3 enterprise / corporate customers in India where bidder have an experience of managing 500 network equipment's (Router's / Switches) during the past 5 Years	PO/Work Order with minimum 3 clients to be shared
3	The Bidder should be Tier 1 or Platinum or Gold Partner of CISCO consecutively since last 03 years.	Valid Partnership Certificate of OEM
4	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons within last 2 years from the RFP date.	Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
5	Should have an annual turnover of at least Rs. 50 Crores per annum for last three financial years (2020-21, 2021-22 and 2022-23) out of which at least Rs. 80 lakhs from the business of AMC of routers and switches. It should be of individual company and not of Group of Companies	Certificate from CA mentioning annual turnover and turnover from business of AMC of routers and switches for last three financial years.
6	Bidder should be in Net Profit in the last three audited financial years i.e. 2020-21, 2021-22 and 2022-23.	Certificate from CA mentioning profit/loss for last three financial years.
7	Bidder to submit MAF (Manufacturer Authorization Certificate) from OEM with tender reference number.	MAF from OEM is required.
8	Bidder/ need to certify that they have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on	Self-declaration from bidder on their letter head duly signed by authorized signatory

	procurement from a bidder of a country which shares a land border with India. Bidder also to certify that bidder and OEM are not from such a country or if from a country, has been registered with competent authority.	
9	Bidder should have support offices in MMRDA region and Bangalore	Bidder to provide list of office address along with contacts.
10	Bidder to provide undertaking that no penalties, amounting to up to 10% of the contract value per year, have been imposed in the last three years by any of its client(s).	Self-declaration from bidder on their letter head duly signed by authorized signatory

Note:

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

Dated this..... Day of 2023
(Signature)

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

ANNEXURE – 3 - Commercial Price Bid Format

Commercial Price Bid Format

Sl. No	Requirement	Device details	Quantity	Unit Price for each year (₹)	1 st Year AMC Price (₹) [A]	2 nd Year AMC Price (₹) [B]	3 rd Year AMC Price (₹) [C]
1	Annual Maintenance Contract (AMC) for Cisco devices (Device with OEM Support) for three years	Router - Cisco 4451	04				
2		Switch - Cisco WS-C3850-48T-E	08				
3		Cisco WS-C3850-48XS-E	02				
Total (Rs.)							
Grand Total (Rs.) [A+B+C]							

Notes:

- a The bidder achieving the maximum overall score will be selected for the project. StockHolding reserves the right to negotiate with bidder achieving the maximum overall score.
- b Price to be quoted is for contract period of (03) three years.
- c Contract will be awarded to bidder with higher technical score in case of tie between two or more bidders.
- d Applicable GST payable at actual as per prevailing rate of taxes and levies as per Government notification.
- e Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled in correctly. Please note that any Commercial Offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected.
- f All payments will be made in INR.
- g Year 2 Price will have maximum escalation upto 10% on Year 1 Price per device and Year 3 Price will also have maximum escalation upto 10% on Year 2 Price per devices for the selected bidder.
- h As and when or all devices are removed, the payment will be made on pro-rate basis.

ANNEXURE - 4 – Integrity Pact

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

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

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

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

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

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

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

I. Commitment of the Principal / Buyer

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

II. Commitments of Counter Parties/Bidders

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / StockHolding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Principal / StockHolding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding.

4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The Bidder / Counter Party has to submit a Declaration along with Eligibility Criteria, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Eligibility Criteria as given at **Annexure**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of StockHolding /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / StockHolding as part of the business relationship, regarding plans, proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / StockHolding, or alternatively, if any relative of an official / employee of Principal / StockHolding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).

15. The term `relative` for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / StockHolding
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

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

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

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

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

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 5 crore or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.

5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner / StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word `IEM` would include both singular and plural.

VII. Duration of the Integrity Pact (IP)

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the CEO&MD StockHolding

VIII. Other Provisions

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

IX. Legal and Prior Rights

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

(RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Principal / Owner / StockHolding

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

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

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

To,

Sub: RFP REF NO: IT-06/2023-24 dated 01-DEC-2023 for Back-To-Back AMC of Networking Devices

Dear Sir,

DECLARATION

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

Yours faithfully,

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

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

RFP REF NO: IT-06/2023-24 dated 01-DEC-2023

Subject: Back-To-Back AMC of Networking Devices

DECLARATION

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

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

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

Date:

Signature with seal

Name & Designation:

ANNEXURE – 7 – Bill of Material

BILL OF MATERIAL FOR AMC REQUIREMENT OF NETWORKING EQUIPMENTS:

(1) Routers for AMC (4 Nos.)

Total Number of count for Router Models				
Router Model	Quantity	Hardware End of Life	Working	Cisco Support 24x7x365 + Vendor Shared Support
Cisco 4451	4	Not Declared	4	4
Total				4

(2) Switches for AMC (10 Nos.)

Total Number of count for Switches Models				
Switches Model	Quantity	Hardware End of Life	Working	Cisco Support 24x7x365 + Vendor Shared Support
WS-C3850-48T-E	8	31-Oct-25	8	8
WS-C3850-48XS-E	2	30-Apr-27	2	2
Total			10	10

ANNEXURE – 8 – BANK GUARANTEE

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

Whereas

- A. StockHolding has, pursuant to the Tender No. _____, issued the Purchase Order dated _____ to the Service Provider for providing _____
- B. In terms of the said Tender, the Service Provider has agreed to furnish to StockHolding, a Bank guarantee for Rs. _____ /- (Rupees _____ only) till _____ (date).
- C. The Bank has, at the request of the Service Provider, agreed to give this guarantee as under.

NOW IN CONSIDERATION OF THE FOREGOING:

1. We, the Bank, at the request the Service Provider, do hereby unconditionally provide this guarantee to StockHolding as security for due performance and fulfilment by the Service Provider of its engagements, commitments, operations, obligations or liabilities including but not limited to any sums / obligations / claims due by the Service Provider to StockHolding for meeting, satisfying, discharging or fulfilling all or any obligation or liability of the Service Provider, under the said Tender / Purchase Order.
2. We, the Bank, hereby guarantee and undertake to pay StockHolding up to a total amount of Rs. _____ /- (Rupees _____ only) under this guarantee, upon first written demand of StockHolding and without any demur, protest and without any reference to the Service Provider.
3. Any such demand made by StockHolding shall be conclusive and binding on the Bank as regards the amount due and payable notwithstanding any disputes pending before any court, Tribunal, or any other authority and/ or any other matter or thing whatsoever as the liability of the Bank under these presents being absolute and unequivocal.
4. We, the Bank, agree that StockHolding shall have the fullest liberty without consent of the Bank to vary the terms of the said Tender/ Purchase Order or to postpone for any time or time to time exercise of any powers vested in StockHolding against the Service

Provider and to forbear or enforce any of the Terms & Conditions relating to the said Tender / Purchase Order and the Bank shall not be relieved from its liability by the reason of any such variation, or extension being granted to the Service Provider or for any forbearance, act or omission or any such matter or thing whatsoever.

- 5. We, the Bank, agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged.
- 6. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Service Provider or StockHolding.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

- 1. The liability of the bank under this guarantee is restricted to a sum of Rs. _____/- (Rupees _____ only).
- 2. This Bank Guarantee will be valid for a period up to _____ (date).
- 3. A written claim or demand for payment under this Bank Guarantee on or before _____ (date) is the only condition precedent for payment of part/full sum under this guarantee.

For Issuing Bank

Name of Issuing Authority:

Designation of Issuing Authority:

Employee Code:

Contact Number:

Email ID: