

**e - Tender for  
Air Conditioners (AC) Operations  
Services**



RFP NO: STOCKHOLDING/CPT/RFP/23-24/007

Date of Issue: 23<sup>rd</sup> Aug 2023

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**DOCUMENT CONTROL SHEET**

<b>Name of the company</b>	Stockholding Corporation of India Ltd.	
<b>RFP Reference No.</b>	SHCIL/CPT/RFP/23-24/007	
<b>Date of Issue:</b>	23 <sup>rd</sup> Aug, 2023	
<b>Last date for submission of Pre-Bid Queries</b>	30 <sup>th</sup> Aug, 2023 EOD	
<b>Pre Bid Meeting</b>	01 <sup>st</sup> Sep, 2023, Time: 11:00 A.M.	
<b>Last Date and time for submission of Bids (Technical and Financial)</b>	Date:	06 <sup>th</sup> Sep, 2023 (Online)
	Time:	3:00 PM
<b>Earnest Money Deposit (EMD)</b>	INR	25,000/- (Re Fundable)
<b>Schedule for Opening of Technical Bids</b>	Date:	06 <sup>th</sup> Sep, 2023 (Online)
	Time:	03:30 PM
<b>Schedule for Opening of Commercial Bids</b>	<b>Date &amp; Time will be intimated to the shortlisted Bidders</b>	
<b>Place of Pre-bid meeting/ Opening of Bids / address for Communication &amp; Contact Person</b>	<b>Stockholding Corporation of India</b> SHCIL House, Plot No, P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai-400710	
	Kanchan Pathak M: +91 004857001 <a href="mailto:kanchan.pathak@stockholding.com">kanchan.pathak@stockholding.com</a>	Viraj Prabhu M: +91 8879625737 <a href="mailto:Viraj.prabhu@stockholding.com">Viraj.prabhu@stockholding.com</a>

**Note:**

1. This tender document is the property of Stockholding (SHCIL) & is not transferable.
2. This bid document has 25 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

## **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 other than the applicants who are qualified to submit the bids ("Bidders"). 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 investigations and 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 selective and is subject to update, expansion, revision and amendment. 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. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients 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. The decision of STOCKHOLDING shall be final, conclusive and binding on all the parties.

It may be noted that notice regarding corrigenda, 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. Bidders shall regularly visit STOCKHOLDING's website for any changes / development in relation to this BID.

### **1. BACKGROUND**

StockHolding Corporation of India Limited ("StockHolding") was incorporated as a Public Limited Company in 1986. StockHolding is a subsidiary of IFCI Limited and promoted by the public financial institutions and Insurance majors. StockHolding began by offering custodial and post trading services, adding depository services and other services to its portfolio over a period of time. StockHolding has established itself in India as a One-stop solution provider in the Financial Services domain.

### **2. PURPOSE OF BID**

The purpose of the BID is to select a Vendor, based in Mumbai / Navi Mumbai / Thane for providing Air Conditioners Operations services for StockHolding Mahape, Centre Point and Fort offices for a period of Two years i.e. from 01<sup>st</sup> Oct, 2023 to 30<sup>th</sup> Sep, 2025 or from the date of Contract (Work order), as per scope specified in this document. The Contract may be extended for a further period of one year subject to the successful bidder providing satisfactory service and increment of 5% will be given on 3<sup>rd</sup> year.

### **3. EARNEST MONEY DEPOSIT (EMD)**

The Bidder shall furnish, as part of its EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) by way of demand draft or pay order from any scheduled commercial bank drawn in favor of "StockHolding Corporation of India Limited", payable at Mumbai. The Demand Draft (DD) should be submitted at Mahape on or before last date for submission of BIDs.

**Rejection of Bid:** Any submitted bid not accompanied by EMD as mentioned above, shall be summarily rejected by StockHolding, without any further correspondence.

The EMD shall not bear any interest.

**The EMD shall be forfeited:**

1. if a Bidder withdraws his bid during the bid validity period; or
2. if a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
3. if the Successful Bidder fails to sign the contract and or furnish Performance Bank Guarantee and other guarantee(s)/security in the form and manner to the satisfaction of StockHolding, as mentioned in the Bid Documents; or
4. In the event of any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the Contract/order/ purchase order/ service order or any document, as may be required by StockHolding in case the Bid is accepted. Any decision in this regard by StockHolding shall be final, conclusive and binding on the Bidder.
5. If the Vendor does not fulfill the execution of the contract

**The EMD is to be submitted at the Address mentioned in control sheet, ON or Before Last day of submission of BID.**

### **4. DISCHARGE OF EMD**

1. StockHolding shall promptly request the Successful Bidder to provide Performance Bank Guarantee. EMD of such Bidder shall be discharged on signing of the Contract and upon furnishing the Performance Bank Guarantee to the satisfaction of StockHolding.
2. The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible as but not later than 120 (One Twenty) days after the Bidding Process is complete.

### **5. PERIOD OF VALIDITY**

1. Bids should be valid for 120 (One Twenty) days from the last date of submission. A Bid valid for a shorter period may be rejected by StockHolding as non-responsive. Any decision in this regard by StockHolding shall be final, conclusive and binding on the Bidder.

### **6. AMENDMENT OF BID DOCUMENT**

1. StockHolding reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring StockHolding to do the aforesaid.
2. At any time before the deadline for submission of Bids / offers, StockHolding may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this Bid Document and all such modifications shall be binding on them.
3. If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, StockHolding at its sole discretion reserves the rights to extend the deadline for the submission of Bids. However, no request from the Bidder, shall be binding on StockHolding for the same. StockHolding's decision in this regard shall be final, conclusive and binding on all the Bidders.

### **7. STOCKHOLDING'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

StockHolding reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for StockHolding's action. Any decision in this regard by StockHolding shall be final, conclusive and binding on the Bidder.

### **8. EXECUTION OF DOCUMENTS**

1. After StockHolding notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents within 21 business days of the acceptance of Work Order.
2. The signing of Contract should be accompanied by the submission of Performance Bank Guarantee, or any other legal Document etc. also the successful bidder will have to execute an Integrity pact with the Corporation. The format of the same is attached to this document and has to be uploaded while submitting the Tender.
3. Payment of stamp duty would be as per laws applicable in the State of Maharashtra.
4. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. StockHolding shall not be responsible or liable for reimbursing / compensating these costs and expenses.
5. The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of StockHolding including but not limited to the right to levy / impose and recover penalties as specified in this Bid or Contract.

### **9. PERFORMANCE BANK GUARANTEE**

1. The value of the Performance Bank Guarantee will be 5% of the total annual estimated contract value.
2. The successful Bidder shall furnish the Performance Bank Guarantee within 21 business days of the receipt of acceptance of the Work Order.
3. The bidder shall submit a Performance Bank Guarantee at execution of the contract. It shall be valid for a period until the end contract period with 3 months buffer i.e. contract period + 3 months with an additional claim period of three months from the date of acceptance of the Work Order.
4. The Performance Bank Guarantee should be issued by a scheduled commercial bank and directly forwarded to StockHolding.

5. Failure to provide the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event StockHolding may award the Contract to the next best evaluated Bidder or call for new Bids. Any decision in this regard by StockHolding shall be final, conclusive and binding on the Bidder.
6. StockHolding reserves the right to invoke Performance Bank Guarantee on Vendor's failure to complete its obligations under and in accordance with the Contract.

## **10. TERMINATION OF CONTRACT**

1. The performance of the Vendor shall be reviewed on monthly basis and in case the supply/ services are not found to be satisfactory or not meeting Service Level Requirement, StockHolding reserves the right to terminate the contract without any compensation even before the expiry of the contract period by giving 60 days' notice and without assigning any reason.  
Any decision in this regard of StockHolding shall be final, conclusive & binding on the Bidder. However, the contract is liable for immediate termination on violation on any of the provision by the Vendors. StockHolding reserves the right to terminate the contract in the instance of insolvency and bankruptcy of the Vendors. The Vendor shall not be entitled to any compensation for early termination.
2. The bidder agrees that in the event of termination of this agreement, the bidder shall continue to provide services in the same manner for the notice period. The bidder agrees to co-operate with StockHolding for the smooth transfer of the subject matter of this agreement to any other party appointed for the purpose by StockHolding.
3. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the StockHolding shall reserve the right to take any steps as are necessary, to ensure the business continuity.
4. Termination for Insolvency: The StockHolding may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the StockHolding.
5. Termination for Default: The StockHolding, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole.

## **11. DISPUTE RESOLUTION**

1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
  - 1.1. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
  - 1.2. The matter will be referred for negotiation between Authorized Representative from StockHolding and Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 days.
2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding

arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

3. The Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
4. The provision under this section survives the contract.

## **12. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION**

1. Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws enforced by statutory agencies and by StockHolding shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Vendor shall keep StockHolding indemnified for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
2. The Vendor shall comply with the provision of all Labor Laws, which are applicable to the Vendor or its employees and shall be solely responsible for liabilities arising out of such compliance, non-compliance or implementation or non-implementation. The Vendor will furnish proof of compliance of all labor laws, including obtaining license, filing of monthly/quarterly and annual returns and other statutory requirement within 15 days from the due date and furnish calculations and proof of payments made to all Government/Statutory Authorities under EPF, ESIC etc. Within 10 days of the statutory time limits allowed under the respective acts and all other statutory rules as amended from time to time.
3. The Vendor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
4. The Vendor shall obtain at his own cost any license or permission or any sort whatsoever (namely labor license, ESIC, PFs, Service Tax, and Income Tax etc.)
5. The Vendor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
6. The Vendor shall also adhere to all requirement/regulations of the StockHolding during the execution of the work.
7. The Vendor shall indemnify StockHolding from all liabilities arising out of any payment made by StockHolding to government (Central/State, Semi Government) Statutory Authority or any payment made under any statute/notification of the Government (Central/State). Statutory authorities in respect of his employees or in respect any claims made by the Vendors' employees against StockHolding.
8. The Vendor shall be responsible for maintenance of proper records as required under the provision of various labor laws/Statutory Acts applicable to the Vendor and contract employees such as attendance register, overtime register, advance register, register of deduction for damage and loss, register of fines, accident register etc. and produce them for inspection as and when demanded by StockHolding or any appropriate labor authorities.
9. The Vendor should provide a declaration for accidental insurance coverage for their workers.
10. The Service Provider should have registrations under EPF and MP Act, 1952, ESI Act, 1948, Shops & Establishment Act, Profession Tax Act, Labor Welfare Fund Act or any other local laws applicable to them presently or in future. The Service Provider shall be making proper compliances with the applicable Labor laws such as EPF and MP Act, 1952, ESI Act, 1948, LWF Act, Shops & Establishment Act, Payment of Bonus Act, 1965, Maternity Benefit Act, 1961, Payment of Gratuity Act, 1971, Contract Labor (R & A) Act, 1970, POSH Act, Minimum Wages Act, Payment of Wages Act, Profession Tax Act and



all other Labor Laws which will be applicable to service provider in future. The Service Provider should regularly submit all documents / Registers/ Challans in support of compliance with the Labor Laws to the Company.

### **13. GOVERNING LAW**

This Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

### **14. JURISDICTION OF COURTS**

The Courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

#### **Due Diligence**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which STOCKHOLDING shall not be held responsible. Any decision taken by STOCKHOLDING as to completeness of the Bid or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

### **15. SCOPE OF WORK**

The Scope of Work would involve,

1. Operation of all kinds of AC systems (High wall, Ductable and VRF HVAC).
2. Technician/operator should be well versed with AC systems. He/she should have basic understanding of working of AC systems installed at our premises.
3. AC operator should be on duty as and when required **24x7x365 Round the clock** (Sundays and Holidays too).
4. Operator should log calls for any failure in machines, and should follow up with the maintenance team until the problem is resolved.
5. Maintaining a log book.
6. Weekly cleaning of all machines, indoor and outdoor units.
7. Carrying out preventive checks on each machine.
8. Vendor has to provide AC Operations Services at below locations:

<b>Sr. No.</b>	<b>Providing Air Conditioner (AC) Operations Services at following locations</b>
1	SHCIL House, Plot No. P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai – 400710
2	301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai-400012
3	12/14, UTI Building, Bank Street, Cross Lane, Near Old Custom House, Fort, Mumbai-400023

9. Service Provider shall be responsible and liable to pay travelling allowances to its operators whenever there will be requirement to visit above offices for AC related work.

### **16. ELIGIBILITY CRITERIA**

1. The Bidder agency should have registered office based at Mumbai/ Navi Mumbai / Thane.
2. The Bidder Agency must have overall experience of 05 years in AC Operation with Govt. organization / PSUs / BFSI sector / educational institution / reputed private firms etc. as on 31<sup>st</sup> March, 2023.
3. Bidder should have experience in similar nature of work for at least THREE works of similar nature each costing not less than 4.50 lakhs or two works of 5.50 lakhs or one work of 9 lakhs during the last Five years with any Govt. organization / PSUs / BFSI sector / educational institution / reputed private firms.  
The work orders issued by one company for its multiple locations / one parent company & its subsidiaries shall be treated as a single work order.  
The successful completion certificate issued by client should contain date of start, date of completion, value on completion of work etc.
4. The Bidders should have a minimum turnover of Rs. 11 lakhs with profit in each of the last any 3 financial years as per the audited financial statement. [CA Certificate to be submitted].
5. The Bidder shall produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency and (c) The Bidder has not been blacklisted by any public sector organization in last 3 years.
6. The Bidder should have valid registration and proper compliances with all statutory authorities such as Registrar of companies/Firms, Central/State Labor departments, ESI, EPF, GST, PAN Etc.
7. The bidder must upload Integrity pact. The format of the same is attached to this document and uploaded online on website <https://stockholding.auctiontiger.net> and has to be uploaded while submitting the Tender.

## **17. TERMS AND CONDITIONS**

1. In case of frequent violation, the contract may be terminated by StockHolding. The Operator(s) deployed should not be below 18 years.
2. The Vendor shall assign an Operator who shall be responsible for immediate interaction with StockHolding so that optimal services could be availed without any disruption. The Operator should be available round the clock on his own direct telephone (office as well as residence) so as to respond to the call for services in emergent cases. The Operator should be accessible on holidays / Sundays also for satisfying StockHolding requirements.
3. In case of frequent violation of the terms and conditions, the contract can be terminated forthwith at the cost of the agency/contractor.
4. The agency shall be abide by all statutory laws, rules and regulations of the State Govt. / Central Govt. as per jurisdiction.
5. Service Provider shall be responsible and liable to pay Wages, Salary, and Compensation to its operators.
6. It is the responsibility of the Vendor to pay the wages to the Operators as per the Minimum Wages Act., as notified by the Ministry of Labor from time to time. The Operators must be paid not less than the minimum wage.
7. The contracting agency shall provide the services continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, noncompliance of the orders of competent authority, etc. the contractor shall be liable for necessary legal action and the contracting agency/firm/company shall also forfeit their Performance Bank Guarantee.
8. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of StockHolding.
9. The Vendor shall get suitable instructions from the Designated Official of StockHolding and shall provide the services promptly as per requirement.
10. The vendor must submit an undertaking for providing Monthly Wages/ Salary to be paid to the Operators (not less than the minimum wages) including provision of mobile phones, uniform (two pairs), black shoes (2 pairs). They must enclose the breakup of the wages Operators.
11. The Vendor shall deploy Operators on StockHolding site only after Background Verification. All Operators deployed on StockHolding site will carry Identity Card issued by the contracting agency.
12. In case, the operators employed by the Vendor commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the agency/firm/company shall be liable to take appropriate disciplinary action against such operators, including their removal from STOCKHOLDING, if required.
13. Upon receiving necessary orders from the competent Official of StockHolding, the Vendor shall immediately replace any of its operators who is found unacceptable to the StockHolding.
14. The Vendor shall ensure that Operators provided on StockHolding site are not changed. Frequent changes of operators will not be permitted. In case of change, the contracting Vendor will educate the Operator to be replaced about StockHolding requirements.
15. It shall be the responsibility of the Vendor to meet transportation, food, medical and any other requirements in respect of the Operators engaged by it at StockHolding site and StockHolding shall have no liabilities in this regard.
16. For all intents and purposes, Vendor shall be the "Employer" within the meaning of different Labor Legislations in respect of Operators so employed and engaged at StockHolding site. The Operators deployed by the Vendor at StockHolding shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against STOCKHOLDING.
17. The Vendor shall be solely responsible for the redressal of grievances /resolution of disputes relating to Operators engaged by them at StockHolding site. StockHolding shall, in no way responsible for settlement of such issues.

18. The Operators employed by the successful Vendor shall be medically fit. If and when required, StockHolding also reserves the right to get the Operators of the Vendor working on StockHolding site medically examined.
19. The Operators deployed by the contracting Vendor shall not claim nor shall be entitled for pay, perks and other facilities from StockHolding. On termination of contract on its expiry or otherwise, the staff engaged by the successful Vendor shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in StockHolding.
- 20. Payment Terms :**
- The Vendor shall submit the bills as per the agreed rates immediately after completion of the calendar month to StockHolding in the Administration Department along with duly signed duty slips, photocopy of the extract of the log book. The contractor shall have to produce quarterly compliance certificate.
  - Payment against Bill shall be made only after satisfactory services to be certified by the Administration department. No interest will be payable on the nonpayment due to delayed submission of bill and non-satisfactory services. No advance payment will be made.
  - The Vendor shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to StockHolding to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
21. The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills, as amended from time to time in accordance with the provisions of Income Tax Department, and a certificate to this effect shall be issued by StockHolding to the agency.
22. In case, the Vendor fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof StockHolding is put to any loss / obligation, monetary or otherwise, StockHolding shall be entitled to get itself reimbursed out of the outstanding bills or the Performance Bank Guarantee of the agency, to the extent of the loss or obligation in monetary terms.
23. The successful bidder will have to make agreement with StockHolding broadly covering scope of work, requirements, terms and conditions of the services to be provided to the StockHolding on a judicial stamp paper as per the prevailing requirement, the cost of which will be borne by the Vendor.
24. Bidder shall also adhere to all requirement/regulations of the StockHolding during the execution of the work.

## 18. Procedure for Submission of Application for Technical Bid and Financial Bid (Online)

1. Technical and Financial Bid to be submitted Online on or before Last date for Submission of Bids.
2. The Bids/documents are to be submitted Online at <https://stockholding.auctiontiger.net>
3. Technical and other non-commercial queries (not impacting price) can be routed to the respective e-mail id indicated in the e-tender document.
4. Online bids submission related queries could be addressed to M/s. e-Procurement Technologies Ltd. personnel indicated in the document.
5. M/s. e-Procurement Technologies Ltd. responsibility is limited to technical assistance of bid event. Finalization of bidding process and selection of Bidder would be directly between Bidders and StockHolding.
6. The Bids submitted by telegram/Fax/Email shall not be considered and is liable to be rejected. No correspondence will be entertained in this matter.
7. No other documents or new terms and conditions are to be uploaded in Bids.
8. The Bidder is requested to submit its application prior to last date and time of submission to avoid any inability due to telephone line glitch, internet response issues, software or hardware hands will not be the responsibility of M/s. e-Procurement Technologies Ltd or of StockHolding. However, M/s. e-Procurement Technologies Ltd. shall make every effort to ensure availability of technology resources to enable submission of application.
9. All uploaded documents copies needs to be attested.
10. StockHolding will consider only such applications that satisfy the eligibility criteria.
11. The Bidder need to have Minimum Requirement for submission of tender:
  - a. Computer / Laptop with internet connection
  - b. Operating system – Window XP Service Pack -3 / VISTA / WINDOWS 7
  - c. Digital Certificate – Class II or III, Signing + Encryption and it should be organizational certificate
12. The Bidder shall submit that Technical Bid through online on website <https://stockholding.auctiontiger.net>.  
For any issues / clarifications, the Bidder may contact
  - a. **Khushboo Mehta , Nandan Valera & Pooja Shah | Implement & Support**
  - b. **E-Procurement Technologies Limited**
  - c. **Emailkhushboo.mehta@eptl.in/nandan.v@eptl.in/Pooja.shah@eptl.in**
  - d. **Phone: +91 798 136 829|40|57|35|63|31|53|43|52|20|**
  - e. **9510813528/9081000427/9328931942**
13. The bidders are required to upload all the documents in Portable Document Format (.pdf).
14. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date and time of submission of the bid with all relevant details.
15. 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. The bidders are advised not to wait till the last minute or last few seconds to enter their bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
16. The bidder shall submit that Financial Bid (as per page no. 16) through online on website <https://stockholding.auctiontiger.net>.
17. The Financial Bids once made, cannot be cancelled and withdrawn, however, can be modified till the last date and timing of submission of tender and the bidder shall be bound by the same.
18. The bidder shall quote rates for all the variables mentioned in the Financial Bid.
19. The bidder is required to check the prices / amount carefully before uploading financial Bid.

20. The prices quoted in the Financial Bid should be inclusive of all charges except applicable taxes.
21. The Financial Bid shall be unconditional and any conditional/incomplete Financial Bids shall not be accepted.
22. 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.

**19. DOCUMENTS TO BE SUBMITTED**

Sr. No.	Documents to be Submitted	Submitted	
		(Yes/No)	
1	EMD (Copy of DD to be uploaded)	Upload	
2	Bidder's Profile	Upload	
3	Unconditional Acceptance of Terms and Conditions of RFP	Upload	
4	Signed copy of the RFP and any Addenda/ Corrigenda	Upload	
5	Integrity Pact	Upload	
Sr. No.	Parameter/Eligibility Criteria	Documents to be Submitted	Compliance (Yes/No)
1	The Bidder agency should have registered office at Mumbai/ Navi Mumbai / Thane	Certificate of Incorporation/Registration/ Shop and Establishment Certificate	Upload
2	The Agency must have overall experience of 05 years in providing operation of Air-Conditioning units to Govt. organization / PSUs / BFSI sector / educational institution / reputed private firms etc. as on 31st March, 2023.	Copy of Purchase Order/Letter of Intent	Upload
3	Bidder should have experience in similar nature of work for at least THREE works of similar nature each costing not less than 4.50 lakhs or two works of 5.50 lakhs or one work of 9 lakhs during the last Five years with any Govt. organization / PSUs / BFSI sector / educational institution / reputed private firms	Copy of Purchase Order/Letter of Intent	Upload
4	The Bidders should have an average minimum turnover of Rs. 11 Lakhs with profit in each year in the last 3 financial years as per the audited financial statement. CA Certificate to be submitted	2022-2023 (Turnover)	Upload
		2021-2022 (Turnover)	
		2020-2021 (Turnover)	
		2022-2023 (Profit)	
		2021-2022 (Profit)	
2020-2021 (Profit)			
5	Bidders must submit an undertaking for providing Monthly Wages/ Salary to be paid to the Operators (not less than the minimum wages) including provision of mobile phones, white uniform (two pairs), black shoes (2 pairs). They must enclose the breakup of the wages for Operators.	Declaration on Letter head to be submitted	Upload
6	The Bidder shall produce a self-declaration that there are - (a) no vigilance and / or court cases pending against it (b) no inquiry or investigation pending against it from any statutory regulatory and / or investigation agency and (c) The Bidder has not been blacklisted by any public sector organization in last 3 years.	Declaration on Letter head to be submitted	Upload

7	The Bidder should have valid registration and proper compliances with all statutory authorities such as Registrar of companies/Firms, Central/State Labor departments, ESI, EPF, GST, PAN Etc.	Certificate of Registration/ Central/State Labor departments, ESI, EPF, GST, PAN Etc.	Upload
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### FINANCIAL BID

#### OPENING OF FINANCIAL BID

The commercial bids of only those firms, who meets all the eligibility criteria, shall be opened on a later date with intimation only to the qualified bidders. In case the date of tender is declared to be a Holiday by the Central/State Govt. or Local administration, then it will be opened on the next working day. However, opening/closing time of tender will remain the same.

#### FINANCIAL BID

<b>Sr. No.</b>	<b>Nature of service</b>	<b>Amount (in Rs.)</b>
1	Providing Air Conditioner (AC) Operations Services at Stock Holding Mahape, Centre Point & Fort	
	<b>Total Amount (Per Year Excluding Taxes):</b>	
	<b>Taxes:</b>	
	<b>Total:</b>	

#### Note:

1. The lowest bidder will be based on the Total Amount per year.
2. The Total Amount is excluding of Taxes, taxes will be paid at actuals.
3. Annual Maintenance Contract for Air Conditioner (AC) Operations Services at Stockholding Office for a period of TWO years i.e. Period of Contract will be from 01<sup>st</sup> Oct, 2023 to 30<sup>th</sup> Sep, 2025. or from the date of Contract (Work order), as per scope specified in this document. The Contract may be extended for a further period of one year subject to the successful bidder providing satisfactory service and increment of 5% will be given on 3<sup>rd</sup> year.
4. Mere quoting of low rate alone will not confer any right to any bidder/s seeking acceptance. If the Corporation decides the rate as unreasonable / unworkable, the service provider will be asked to provide justification as to how it will be able to fulfill its obligations with the quoted rate. If the corporation decides that the justification is not workable enough w.r.t quality and effective execution of the contract, the bid will be rejected. The decision of the Corporation in this regard will be final and no further correspondence will be entertained.
5. Stockholding reserves the right to terminate the contract by giving One months' notice.



**ANNEXURE AND FORMS****1. Bidders Profile**

Date:

<b>Sr. No.</b>	<b>Parameters</b>	<b>Details</b>
1	Name and Address of Firm/Company	
2	PAN No. copy	
3	Copy of registration certificate regarding GST	
4	Registered Office Address of the Bidder	
5	Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number etc.	
6	Contact person/s name/s, telephone number, mobile number etc. for the purpose of this RFP if different from the authorized signatory.	
7	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP.	

Signature:

Name of the Authorized Person:  
(Authorized for this RFP)

Designation:

Company Seal:

**2. Self-Declaration**

(Undertaking to be submitted on Bidder Company's Letter Head)

To,

STOCKHOLDING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP for AC Operations Services**

**RFP No.** \_\_\_\_\_

We, [●] (name and designation) on behalf of [●] having its registered office at [●] have submitted a Bid proposal to STOCKHOLDING for [●] in response to the Request for Proposal (RFP) dated issued [●] by STOCKHOLDING.

We are duly authorized persons to submit this undertaking.

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.

We do not have any business relationship with STOCKHOLDING including its directors and officers which may result in any conflict of interest between us and STOCKHOLDING. We shall on occurrence of any such event immediately inform the concerned authorities of the same.

We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.

We have provided with all necessary information and details as required by STOCKHOLDING and shall provide with such additional information's may be required by STOCKHOLDING from time to time.

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any Organizations, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.

There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that; we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to STOCKHOLDING.

It is further certified that we have not modified or deleted any text/matter in this RFP. Dated this \_\_\_\_ day of \_\_\_\_\_ 2023.

Signature:

(Company Seal)

In the capacity of Duly authorized to sign bids for and on behalf of.

### 3. 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 – 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. 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 endeavor 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 / Stock Holding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**II. Commitments of Counter Parties/Bidders**

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

Ref : Shcil / 2015-16

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/ /2015-16

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.

\*\*\*\*\*