

**REQUEST FOR PROPOSAL FOR
COMPREHENSIVE ON-SITE AMC OF HUAWEI SERVERS AND STORAGE, COMMVAULT
SOFTWARE, TANDBERG, HP MSL 2024 BACKUP TAPE LIBRARY**

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



**RFP Reference Number: IT-03/2021-22
Date: 18-May-2021**

**Request for Proposal (RFP)
For
AMC of Huawei Servers and Storage, CommVault Software, Tandberg, HP MSL 2024
Backup Tape Library.**

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to System Integrator(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 System Integrator(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 (“Bidder”). The purpose of this RFP is to provide the System Integrator(s) within formation to assist the formulation of their proposals. This RFP does not claim to contain all the information each System Integrator may require. Each System Integrator 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.

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RFP Document Details

Name of Organisation	Stock Holding Corporation of India Limited
RFP Reference No.	IT-03/2021-22
Requirement	AMC of Huawei Servers, Huawei Storage, CommVault Software, Tandberg, HP MSL 2024 Backup Tape Library.
Date of issue of RFP document	18-May-2021
Pre-Bid Meeting	Pre-bid meeting (Online) at 25-May-2021@10:30 Hrs. To participate, please send your request to priti@stockholding.com on or before 24-May-2021, 13:00 Hrs.
E-bidding to be facilitated by	M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad, on behalf of Stock Holding Corporation of India Limited
Address for online submission of bids	Bid must be submitted online on https://stockholding.auctiontiger.net
Email Address	PRIT@stockholding.com
Date of Submission of online Eligibility Criteria	1-Jun-2021
Date and time for No regret Commercial Price bids submission	8-Jun-2021 @ 14:30 Hrs
Date and time for online commercial bid opening	9-Jun-2021 @ 18:30 Hrs
Contact Details of M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad	Primary contact number 9081000427,9904407997 Imtiyaz Tajani: - 079-68136831, imtiyaz@eptl.in Salina Motani: - 079-68136843, salina.motani@eptl.in Jainam Belani: - 079-68136820, Jainam@eptl.in Ekta Maharaj: - 079-68136840, ekta.m@eptl.in Deepak Narekar: - 079-68136863, deepak@eptl.in Sujith Nair:- 079-68136857, sujith@eptl.in Devang Patel:- 079-68136859, devang@eptl.in

This bid document is not transferable

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Submission of Proposal:

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

The Bidder will have to upload the duly signed and scanned RFP submission relevant document(s) as part of Eligibility Criteria. The qualified bidders will subsequently submit commercial bids online. All Annexure Forms will have to be filled and submitted online. The Eligibility Criteria with relative documents must be submitted online.

The bidders are requested to note that they cannot make their online submission after the time stipulated above and no extension of time will normally be permitted for submission of bid.

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

Minimum requirement for e-Bidding:

1. Computer / Laptop (Notebook) with internet connection
2. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above
3. Digital certificate - Class II or III, Signing + Encryption.

Invitation for bids

This “Invitation for bid” is for On-site Annual Maintenance Contract of Huawei servers and storage, commvault software, Tandberg, HP MSL 2024 backup tape library for StockHolding Mahape and Fort Offices and should be maintained for trouble free performance along with back-lining of the concerned bill of material and authorized service providers for providing 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.

Clarification regarding RFP document :

- Before bidding, the Bidder is 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.

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- A Bidder requiring any clarification for their queries on this RFP may obtain clarification via email to PRIT@StockHolding.com
- *StockHolding* shall not be responsible for any external agency delays.
- *StockHolding* reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- 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 Bidder, modify this RFP Document.
- All Bidder who have received this RFP document shall be notified of the amendment on e-mail, and all such amendment(s) shall be binding on them
- *StockHolding* reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the Bidder for extending the deadline for submission of bids shall be binding on *StockHolding*.
- *StockHolding* reserves the right to amend/cancel/postpone the RFP without assigning any reasons.

Eligibility Criteria (Documents to be submitted online)

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

SI.	Criteria	Documents to be submitted by Bidder / OEM
1	The Bidder should be a registered Company in India as per the Indian Companies Act, 1956 of Indian Companies Act, 2013.	Copy of Certificate of Incorporation issued by the Registrar of Companies.
2	The Bidder should be an Authorized Huawei Service partner for the last three years	Letter from OEM
3	The Bidder should not be blacklisted by any Government Body. PSU, Bank, NGO, Autonomous body, and any other entity	Self-declaration by the Bidder on its Letter Head duly signed by the Authorized Signatory
4	Should have an annual turnover of at least Rs. 40 Crores per annum for the last three financial years (2017-18,2018-19, 2019-20). With profit in at least two years, It should be of an individual company and not of Group of Companies	Certificate from a CA mentioning turnover and profit/loss for the last three financial years. Audited Balance sheet and P&L statement for last three financial years.
5	The bidder should have undertaken assignment support and maintenance of similar hardware as mentioned in RFP	Copy of order and/ or completion certificate of work
6	The service provider shall not assign or sub-contract the assignment or any part thereof to any other person/firm.	Self-Declaration by the bidder duly signed by the authorized signatory
7	Acceptance of SLA/SOW/Term and condition in RFP	Self-Declaration by the bidder duly signed

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		by the authorized signatory
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Bids Preparation and Submission Details

- a. The Bidder will submit the above details online on <https://stockHolding.auctiontiger.net> and should be as per the format given
- b. There should not be any hidden / conditional costs in the bids and in the event of their presence in the bid, the bid is liable to be rejected.
- c. No open-ended/conditional bid shall be entertained and are liable for rejection.

1. Indicative Price (Commercial) Bid

- a. The Bidder will submit Indicative Price (Commercial) Bid online <https://stockHolding.auctiontiger.net> as per the format given in Annexure-3
- b. The final price (L1) will be decided only on the successful conclusion of the Online Reverse Auction.

2. Submission of Bids

- a. The required documents for Eligibility Criteria, Commercial Bid must be submitted (uploaded) online on <https://stockHolding.auctiontiger.net>. 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 at least 60 days from the date of submission of the bid
- c. The Bidder shall fulfill all statutory requirements as described by the law and Government notices. The Bidder shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify *StockHolding* against all such liabilities, which are likely to arise out of the agency's failure to fulfill such statutory obligations
- d. The Bidder shall be solely responsible either for any injury, damage, accident to the workman employed by the Bidder for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its deployed resources.
- e. No request for any further extension of the above deadline shall be entertained. Delayed and/or incomplete bids shall not be considered.
- f. All employees engaged by the Bidder shall be comprehensively insured for accidents and injuries by the Bidder at his/her/their cost
- g. Bidders are advised to submit their online Eligibility Criteria and Indicative Price bids well before the last date of submission.
- h. There may not be any extension(s) to the last date of online submission of Eligibility Criteria details and Indicative Price bids. This will be at the sole discretion of StockHolding

3. Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. It is *StockHolding's* discretion to decide at the relevant point in time. 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. Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of *StockHolding* would be final and binding on all the bidders to this document. *StockHolding* may accept or reject an offer without assigning any reason what so ever. The bidder is required to comply with the

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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 of Commercial Bids

Commercial bids will be opened online on the portal only on the pre-specified date and time and bids received will be displayed on the portal by Auction Tiger. The lowest System Integrator will be considered by StockHolding for the award of contract.

StockHolding reserves the right to negotiate the price

- with the lone System Integrator or
- with the L1 System Integrator in exceptional circumstances like the quote of unrealistic or unjustified prices

Payment Terms and Conditions

(1) Payment Terms:

- 100% advance payment towards license subscription on submission of invoice and backline confirmation from OEM
- Advance Quarterly payment for Support except last quarter where payment is done at end of quarter
- Applicable Penalty will be adjusted (recovered) from the payment(s).
- First-quarter Payment will be released only after the signing of the Integrity Pact and Non-Disclosure Agreement.

(2) Contract Period

One year from the date of a purchase order or formal confirmation of service

(3) Taxes & levies

- (a) Applicable taxes payable at actual as per the prevailing rate of taxes as per Government notification
- (b) Applicable TDS may be recovered (deducted) from the payment(s)

(4) Penalty

The applicable penalty is as per the scope of work and will / may be recovered from the payment(s) This above-mentioned penalty may / will be deducted (recovered) against non-adherence of the scope of work/deliverables.

However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of StockHolding. In such case(s) the System Integrator should notify and

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produce/bring the relevant communication and proof to StockHolding promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off

(5) Force Majeure

The System Integrator 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, Epidemic/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*

(6) Dispute Resolution:

In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor 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 System Integrator complies with the above-mentioned clause

(7) 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 decision in this regard will be final and binding on all Bidder.

(8) Non-Disclosure Agreement (NDA)

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

(9) No Commitment to accept lowest or any other bid

StockHolding shall be under no obligation to accept the lowest or any other offer received in response to this tender (RFP) notice. StockHolding further reserves the right to reject any or all offers based on its evaluation of the offers received, or based on stability, capabilities, track records, reputation among users, and other similar credentials of a System Integrator. When StockHolding makes any such rejection, StockHolding will not be bound to give any reason and/or justification in this regard to the System Integrator.

Bill of Material

Sr No	MAKE	MODEL	Part No	S/N	CPU	RAM	HDD	Location
1	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000953	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Mahape
2	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000955	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Mahape
3	Huawei	Tecal	BC1M0SRSG	2102310QPB10F1000954	EP Xeon E5-2637	8GB * 4	300 GB * 2,	Mahape



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		RH2288HV2			v2,4Core		600 GB * 3	
4	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000956	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Mahape
5	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000952	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Mahape
6	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000959	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Mahape
7	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000958	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Fort
8	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000957	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Fort
9	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000960	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Fort
10	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F1000961	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Fort
11	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F8001677	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Mahape
12	Huawei	Tecal RH2288HV2	BC1M0SRSG	2102310QPB10F8001678	EP Xeon E5-2637 v2,4Core	8GB * 4	300 GB * 2, 600 GB * 3	Fort
13	Huawei	Brocade San Switch SNS2124	SN2Z01FCSP	210235764810F1000022				Mahape
14	Huawei	Brocade San Switch SNS2124	SN2Z01FCSP	210235764810EB000077				Mahape
15	Huawei	San Storage S2600T Controller (SPE31C0224)	2600T-2C16G-AC	210235927210F1000007			600 GB*24	Mahape
16	Huawei	San Storage S260T V1 Enclosure (SPE31C0224)	2600T-2C16G-AC	210235905410F1000068			600 GB*10 & 900GB*14	Mahape
17	HP	HP Storage Library		MXA426Z07P				Mahape
18	HP	HP Tape Drive		HUJ44424TA HUJ4442611				Mahape
19	Avon	KVM Console		Z8E1-067E0-0015				Mahape
20	Avon	KVM Switch		Z3E9-077DL-0051				Mahape
21	Huawei	File Engine SPE61C0200	2600T-2C16G-AC	210235G7J210F1000003				Mahape
22	Huawei	Brocade San Switch SNS2124	SN2Z01FCSP	210235764810F1000038				Fort
23	Huawei	Brocade San Switch SNS2124	SN2Z01FCSP	210235774810F1000036				Fort
24	Huawei	San Storage S2600T Controller (SPE31C0224)	2600T-2C16G-AC	210235927210F1000008			600 GB*24	Fort
25	Huawei	San Storage S260T V1 Enclosure (SPE31C0224)	2600T-2C16G-AC	210235905410F1000067			600 GB*10 & 900GB*14	Fort
26	Tanberg	Tanberg NEOs Storage Library T24		000089015449				Fort
27	Tanberg	Tanberg Tape Drive		HUJ4522RAN/HUJ4522RAT				Fort

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28	Avon	KVM Console		Z8E6-046E0-0041				Fort
29	Avon	KVM Switch		Z3E9-077DL-0051				Fort
30	Huawei	File Engine SPE61C0200	2600T-2C16G- AC	210235G7J210F1000002				Fort
31	CommVault	Backup Software for Tape Library - Media Agent	MA-DMRS					Fort&Mahape
	CommVault	Backup Software for Tape Library with 24 x7 Support	Spremium-23					Fort&Mahape

Scope of Work / SLA :

- (1) **Servers Location details-** Fort (Mumbai) and Mahape (Navi-Mumbai)
- (2) Vendor needs to inspect the entire bill of material before accepting the AMC and provide (submit) report (signed and authorised person from vendor end) on completion of inspection of the bill of material
- (3) SoW- On-site Comprehensive 24 x 7 support from Authorised Service Partner/On-site Comprehensive 24 x 7 Vendor Support in case, Back to Back Support is not available

- Vendor needs to submit back-to-back support documents of respective OEMs with respect to various components of the bill of material.
- Vendor needs to submit a service report on each instance of problem reporting with the final status.
- Vendor needs to provide advance replacement before taking any faulty material outside StockHolding premises.
- Support- 24 x 7 support from Huawei Authorised Service Provider during AMC including Sundays/Holidays and back to back support subscription for backup software during support period (CommVault/CommVault Authorized Partner). Vendor should stock necessary spares/components on-site during AMC period, to meet the resolution time-lines & also regularize the stock of necessary spares/components as of returning the faulty or affected components to vendor
- Resolution- 6 hours from any problem reported, including advance replacement(s) before taking affected/faulty component(s) outside StockHolding premises.
- The vendor should provide an average Hardware up-time of 97% on the entire bill of material (BOM) on a monthly basis, with a mean time to restore (MTTR) of not more than 6 hours.
Up-time shall be calculated at the end of each month as follows:
Up-time={ (Actual Up-time + Excusable Down Time) / Schedule Hours } x 100

Actual Up-time means, of the scheduled hours, the aggregate number of hours in any month during which each defined and supported servers, storage devices, tape libraries, backup software & accessories as per bill of material, is actually available for use.

Excusable Downtime means the aggregate number of hours in any month during which each defined and supported servers, storage devices, tape libraries, backup software & accessories

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as per bill of material, is down during scheduled hours, due to preventive maintenance, scheduled outages, cabling faults, infrastructure problems or any other situation which is not attributable to vendor's failure to exercise due care in performing its responsibilities
Scheduled Hours means the days of the week and the hours per day for which the vendor has committed to an Availability Service Level for a system or network and during which periods, such Availability Service Level will apply.

- Vendor has to provide an escalation matrix for support and follow the defined escalation matrix to facilitate notifications to concerned officials within mentioned escalation timelines.
- Incident report and Root Cause Analysis (RCA) to be submitted for each of the incidents that occurred, along with response and resolution with a corrective action plan or action taken.
- Vendor should put in a process of review framework at various levels using a combination of structured review meetings, scheduled status reports as well as need-based interactions
- Vendor should provide a quarterly review for the support
- Any worn or defective parts withdrawn from the equipment and replaced by the Vendor shall become the property of the Vendor and the parts replacing the withdrawn parts shall become the property of StockHolding.
- Preventive maintenance on half-yearly basis
- Proactive deployment of OS service packs & critical OS/Security patches as and when required.
- Written permission from StockHolding authorized officials should be obtained before the Testing of Patches & Hotfixes AND deployment OR Applying of the same in production environments for O/S/firmware etc.
- Vendor should provide and apply patches/upgrades/updates for Hardware / Software / OS / Middleware / Firmware etc. as and when required for support during AMC when released by the OEM or as per requirements of the StockHolding. Vendor should bring to notice of the StockHolding all release /version changes.
- Vendor has to support older versions of the software / Hardware / OS/ Middleware etc in case StockHolding chooses not to upgrade to the latest version.
- Vendor should ensure the incident management process is put in place and followed, to prevent disruption to the production application, along with resulting incidents and eliminating the recurrence of incidents.
- Identifying the root cause of service interruptions and proposing permanent fixes to eliminate this cause.
- Submitting a request for change that will implement the fix by vendor
- Vendor should offer and provide a temporary workaround (temporary / standby resolution) for any of the problems encountered under AMC scope till the problem is not solved permanently.
- Providing closure report for every incident/problem logged with vendor during AMC period and proper handover for closure of Purchase Order only after settling all incident(s) / problem(s) reported to vendor during AMC and submitting a letter on letter head for successful closure of Purchase Orders.

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Penalty Clauses:

- Minimum 0.5% per incident per day of delay in resolution with a maximum of 5% per incident of delay in resolution on the PO amount, additionally beyond the maximum penalty, an extension of AMC by the number of days the resolution was delayed, will be applicable/levied for non-adherence to the resolution service levels.

Support Location Details:

- 1) Stock Holding Corporation of India Limited, Plot No. P-51, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai 400710
- 2) Stock Holding Corporation of India Limited, UTI Building, 12/14, Bank Street, Cross Lane, Fort, Mumbai 400 023

Exit Clause:

Stock Holding reserved the right to terminate the agreement/contract(s) formed between Stock Holding and the respective vendor(s) by giving ninety (90) days written notice in advance. If at any point of time, the services of vendor are found to be non-satisfactory the contract will be terminated, giving 90 days prior written notice in advance.

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Annexure – 1

Details of Bidders Profile

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

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

S/N.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please attach annexures for all states)		
6	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai(if any)		
7	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID.		
8	Years of Experience in Support and Maintenance of Huawei		
9	Financial parameters The bidder should have undertaken assignment support and maintenance of similar hardware as mentioned in RFP		
	Business Results (last three years)	Annual Turnover (Rs. in Crores)	Operating Profit (Rs. in Crores)
	2018-19		
	2019-20		
	2020-21		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures}	(Mention the above Amount in INR only)	

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

Dated this..... Day of 2021

(Signature)

(In the capacity of)

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

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**Annexure - 2
Eligibility Criteria (Documents to be submitted online)**

S/N	Criteria	Compliance (Y/N)	Supportive document(Please mention Name of a document attached)
1	The Bidder should be a registered Company in India as per the Indian Companies Act, 1956 or Indian Companies Act, 2013.		
2	The Bidder should be Authorized Huawei Service partner for the last three years		
3	The Bidder should not be blacklisted by any Government Body. PSU, Bank, NGO, Autonomous body, and any other entity		
4	Should have an annual turnover of at least Rs. 40 Crores per annum for the last three financial years (2018-19,2019-20, 2020-21). With profit in at least two years, It should be of the individual company and not of Group of Companies		
5	The bidder should have undertaken assignment support and maintenance of similar hardware as mentioned in RFP		
6	The service provider shall not assign or sub-contract the assignment or any part thereof to any other person/firm.		
7	Acceptance of SLA/SOW terms and condition in RFP		

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Annexure-3

Final No Regret Commercial Bid FORMAT

S/N.	Item	Total Price (Rs.)
1	Vendor Support cost of Huawei Servers and Storage, CommVault Software, Tandberg, HP MSL 2024 Backup Tape Library. (For one year)	
2	License subscription cost for Comm Vault backup software for one year	

** Above prices should be exclusive of taxes & levies

Total Price In words:

Dated this..... Day of 2021

(Signature)

(In the capacity of)

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

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Annexure - 4
Covering Letter-1

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

(_____ Name of the Department / Office) RFP No: IT-03/2021-22
dated 18-MAY-2021 for _____

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ days of the _____, between, on one hand, *Stock Holding*, a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. Babasaheb 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. s (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 fairness/transparency in its relation with bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, 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 before, 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 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 preventing 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

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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 has been of biased nature.
2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offense 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 a 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 commit themselves 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, favor, any material or immaterial benefit or other advantages, 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, favor, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the Principal / *StockHolding* or otherwise in procurement the Contract or forbearing to do or have 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 favor or disfavor to any person in relation to the contract or any other contract with the Principal / *StockHolding*.

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4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement/service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents/brokers; or any other intermediary if any, in connection with the bid/contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / *StockHolding* that the bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate, or in any way to recommend to Principal / *StockHolding* or any of its functionaries whether officially or unofficially to the award of the contract to the bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
7. The bidder / Counter Party has to submit a Declaration along with Technical Bid, as given at Annexure
6. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids 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 the 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, 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 / 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.

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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 an incorrect statement on this subject, the 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 (s) / Contractor(s), bidder either before award or during the 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 undertakes 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 to 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.

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2. Criminal Liability: If the Principal / Owner / *StockHolding* obtains knowledge of the conduct of a bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a bidder / Counter Party / Contractor which constitutes 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.

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

1. The bidder(s) / Contractor(s) / Counter Party(ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its subcontractors / sub-s.
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 bidder / 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 its functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, Stock Holding Corporation of India Limited
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 a value of 5 crores 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 non-

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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 offense under the relevant IPC/PC Act, and the CEO & MD, *StockHolding* has not within the reasonable time taken visible action to proceed against such offense 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 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 *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 the 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 agree 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: -

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(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 (Annexure of Integrity Pact)

Date:

To,

Sub: RFP No: **IT-03/2021-22 dated 18-MAY-2021**

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 tenderer/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 *StockHolding*

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

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**Annexure - 6
Compliance Statement
(To be submitted along with Technical bid)**

Ref: RFP No: IT-03/2021-22 dated 18-MAY-2021

DECLARATION

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

Sr. No.	Item / Clause of the RFP	Confirmed and Accepted by bidder (Yes / No)
1	Eligibility Criteria	
2	Non-Disclosure Agreement	
3	Payment Terms	
4	Bid Validity,	
5	StockHolding's Right to alter RFP	
6	No Commitment from StockHolding to Accept Lowest or Any Other Bid (RFP)	
7	Force Majeure	
8	Integrity Pact	
9	All General & Other Terms & Conditions in the RFP	
10	Requirement with terms and conditions	
11	Annexures in the RFP	

Dated this..... Day of 2021

(Signature)

(In the capacity of)

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

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Annexure - 8
Letter of Acceptance

To,
Stock Holding Corporation of India Limited
SHCIL House, Plot No. P-51, T.T.C. Industrial Area,
M.I.D.C., Mahape, Kalyan-Shil Road,
Navi Mumbai, PIN 400710.

Dear Sir,
Sub: RFP no: IT-03/2021-22 dated 18-MAY-2021

With reference to the above RFP, having examined and understood the instructions, annexures, terms, and conditions forming part of the RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for the entire Agreement period from the date of the offer.

We also understand and accept that StockHolding can 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 us.

We also accept that *StockHolding's* decisions with reference to this RFP pertaining to the evaluation process of bidder responses will be final and binding on us. We also understand and accept that no queries will be entertained in this regard by *StockHolding*.

StockHolding is not bound to accept the lowest or any bid received by *StockHolding*, and it may reject all or any bid. If our bid is accepted, we are responsible for the due performance of the contract.

Dated this..... Day of 2021

(Signature)

(In the capacity of)

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