

**REQUEST FOR PROPOSAL FOR  
RENEWAL OF MICROSOFT SOFTWARE LICENCES WITH SOFTWARE ASSURANCE (SA)  
UNDER MICROSOFT ENTERPRISE AGREEMENT (EA)**

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



**RFP Reference Number: IT-06/2021-22  
Date: 29-Jun-2021**

**Request for Proposal (RFP)  
For  
Renewal of Microsoft Software Licenses with Software Assurance (SA)  
under Microsoft Enterprise Agreement (EA)**

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**DISCLAIMER**

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

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

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**RFP Document Details**

Name of Organisation	Stock Holding Corporation of India Limited
RFP Reference No.	<b>IT-06/2021-22</b>
Requirement	Renewal of Microsoft Software Licenses with Software Assurance (SA) under Microsoft Enterprise Agreement (EA)
Interest free Earnest Money Deposit (EMD)	Rs. 2,000,00/- (Indian Rupees Two Lakh Only) by way of RTGS/NEFT to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT on/or before 12-Jul-2021 Stock Holding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004 bidders with MSME certificate are exempted for providing EMD. Please share the UTR details to us on below mentioned email address.
Date of issue of RFP document	29-JUNE-2021
Pre-bid online meeting	Pre-bid meeting (Online) at 07-July-2021@10:30 Hrs. To participate, please send your request to prit@stockholding.com on or before 06-Jul-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 <a href="https://stockholding.auctiontiger.net">https://stockholding.auctiontiger.net</a>
Email Address	<a href="mailto:PRIT@stockholding.com">PRIT@stockholding.com</a>
Date of Submission of online Eligibility Criteria	12-Jul-2021
Date of online commercial bid Submission	20-Jul-2021 @ 14:30 Hrs
Date of intimation of Qualification status	21-Jul-2021
Date of online commercial bid opening	22-Jul-2021 @ 14:30 Hrs
Contact Details of M/s e-	Primary contact number 9081000427,9904407997

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Procurement Technologies Ltd.(ETL), Ahmedabad		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
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This bid document is not transferable

**Invitation for bids**

*StockHolding* invites proposals from only eligible Microsoft partners who are eligible to sign an 'Enterprise Agreement' for Renewal of Microsoft licenses and maintenance of Microsoft software licenses under Software assurance. The required Bill of Quantities (BOQ) is provided in Annexure - 1A, Annexure - 1B, and Annexure - 1C

**Submission of Proposal:**

The response to this RFP will be submitted by way of a 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 the 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.).

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**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.

**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.
- 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 right 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)**

Only those bidders who fulfill the following criteria are eligible to respond to RFP. Document in support of eligibility criteria are requested to be submitted along with a commercial bid

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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 Microsoft Large Account Reseller (LAR)	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. 50 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 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.

**(A) Bids Preparation Details**

- The Bidder will submit the eligibility details online on <https://stockHolding.auctiontiger.net> and should be as per the format given along with Annexure -1
- 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.
- No open-ended/conditional bid shall be entertained and are liable for rejection.

**1. Commercial Bid**

- The Bidder will Commercial Bid online <https://stockHolding.auctiontiger.net> as per the format given in Annexure- 4

**2. submission of Bids**

- The required documents for Eligibility Criteria, Indicative price(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
- The offer should be valid for at least 90 days from the date of submission of the bid
- 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

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- 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 outlined 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 whatsoever. The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of *StockHolding*. Only those bidders who qualify for eligibility criteria are eligible to participate in the commercial bidding process

- 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.
- c. StockHolding will award the contract to the lowest bidder.
- d. StockHolding reserves the right to negotiate the price
  - with the lone bidder or
  - with the L1 bidder in exceptional circumstances like a quote of unrealistic or unjustified prices

**4. Terms and Conditions**

**1. Delivery of Licenses & Software Assurance:**

The delivery of software licenses shall be completed within 6 weeks from the date of the Purchase order. The delivery will be deemed as complete only after license copies are

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updated in the Microsoft Volume Licensing portal. The Bidder shall deliver all the product licenses in the name of “Stock Holding Corporation of India Limited”. Delivery of Microsoft Licenses shall be electronic. The relevant username and passwords / any other authentication required for electronically downloading the software from Microsoft website shall be made available within 4 weeks from the date of issue of Purchase Order

2. Payment Terms:

2.1 Yearly payment on submission of an invoice (separate invoice for StockHolding and SHCILServices Limited), with delivery challan (if applicable) and confirmation of licenses on Microsoft Volume Licensing Portal

2.2 Entry Tax, if applicable, will be paid on submission of Original / Entry Tax receipt in the name of “Stock Holding Corporation of India Limited” and “SHCILServices Limited

3. Refund of Earnest Money Deposit (EMD)

(a) EMD will be refunded through NEFT to the successful bidder on providing an acceptance confirmation of PO given to bidder.

(b) In case of unsuccessful bidders, the EMD will be refunded to them through NEFT within 15 days after the commercial bid opening

(c) In case of an unsuccessful bidder in the eligibility round, the EMD will be refunded to them through NEFT within 15 working days of the opening of the technical bid

4. Upgrades / Updates:

During the Software Assurance period apart from guidance, troubleshooting, and other standard support, Bidder should update on the availability of updates and upgrades of the product as and when released via email to StockHolding.

5. Penalties:

Delay in delivery & updating in Microsoft Volume Licensing Portal

There will be a penalty of 0.5% of the order value of a particular software component per week's delay if the bidder fails to deliver within the time limit specified in the RFP. This penalty will also be applicable if the Software offered has a serious discrepancy in the software components. However, this penalty will not be applicable if the delay is with the prior written approval of StockHolding. The total penalty shall be limited to 10% of the total value of the order.

6. Order Cancellation:



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StockHolding reserves its right to cancel the entire/unexecuted part of the Purchase order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in delivery beyond the specified period for delivery.
2. Any other reason as determined by *StockHolding*

**5. Contract Period**

Three years from the date of the purchase order or formal confirmation of service

**6. 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)

**7. Dispute Resolution:**

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

**8. 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's decision in this regard will be final and binding on all Bidder.

**9. Integrity Pact**

The bidder will have to enter into an Integrity Pact with StockHolding Corporation of India Limited. The format (text) for the Integrity Pact is provided as **Annexure-6**. The successful bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful bidder.

**10. Non-Disclosure Agreement (NDA)**

The successful bidder 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.

**11. 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 bidder. When

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StockHolding makes any such rejection, StockHolding will not be bound to give any reason and/or justification in this regard to the bidder.

**12. Bill of Material**

*Annexure A – StockHolding BOQ*

Microsoft Software Licenses (L+SA) and SA are required for the following products under the Microsoft Enterprise Agreement (BOQ for Stock Holding Corporation of India Limited). Stock Holding (StockHolding) reserves the right to issue one or multiple Purchase Order for the BOQ mentioned in Annexure 1A.

<b>Product Description</b>	<b>Part Number</b>	<b>License Quantity</b>
<b>Enterprise</b>		
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	100
OfficeStd ALNG SA MVL Pltfrm	021-08258	700
WINE3perOVC ALNG SA MVL Pltfrm	KV3-00353	450
WINE3perOVC ALNG SA MVL Pltfrm	KV3-00353	374
CoreCAL ALNG SA MVL Pltfrm DvcCAL	W06-01069	450
CoreCAL ALNG SA MVL Pltfrm DvcCAL	W06-01069	374
<b>Line of Business</b>		
WINE3perOVC ALNG SA MVL	KV3-00368	1,126
CoreCAL ALNG SA MVL DvcCAL	W06-00021	1,126
<b>Additional Products</b>		
Prjct ALNG SA MVL	076-01912	06
VisioStd ALNG SA MVL	D86-01253	01
VSProwMSDN ALNG SA MVL	77D-00111	20
CISStd ALNG SA MVL 2Proc	9GA-00313	544
ExchgSvrStd ALNG SA MVL	312-02257	01
SQLSvrEnt ALNG SA MVL	810-04760	03
SQLSvrEntCore ALNG SA MVL 2Lic CoreLic	7JQ-00343	02
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	20
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302	59

*Annexure B – SSL BOQ*

BOQ for Stock Holding Corporation of India's Subsidiary i.e. SHCIL Services Limited (SSL). The same prices under Microsoft EA should be extended to SSL's BOQ. However, a separate Purchase Order will be issued by SSL for their BOQ subject to their processes and approval(s). Also, all payments under EA for SSL BOQ will be made by SHCIL Services Limited (SSL).

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<b>Product Description</b>	<b>Part Number</b>	<b>License Quantity</b>
<b>Enterprise</b>		
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	01
OfficeStd ALNG SA MVL Pltfrm	021-08258	23
<b>Line of Business</b>		
WinEntforSA ALNG SA MVL	KV3-00368	61
CoreCAL ALNG SA MVL DvcCAL	W06-00021	61
<b>Additional Products</b>		
VisioStd ALNG SA MVL	D86-01253	02
VSProwMSDN ALNG SA MVL	770-00111	05
CISStd ALNG SA MVL 2Proc	9GA-00313	16
SQLCAL ALNG SA MVL DvcCAL	359-00792	15
SQLSvrEnt ALNG SA MVL	810-04760	03
SQLSvrStd ALNG SA MVL	228-04433	03
WinSvrStd ALNG SA MVL 2Proc	9EM-00270	80

**Annexure C – Future Pricing BOQ**

BOQ for Future Pricing under Microsoft EA (TrueUps, StepUps, etc).

<b>Future Pricing</b>	
<b>Enterprise Products</b>	
<b>Product Description</b>	<b>Part Number</b>
<b>True-Ups - Enterprise Products</b>	
OfficeProPlus ALNG LicSAPk MVL Pltfrm	
OfficeStd ALNG LicSAPk MVL Pltfrm	
WinEntforSA ALNG UpgrdSAPk MVL Pltfrm	
WinEntforSAwMDOP ALNG UpgrdSAPk MVL Pltfrm	
CoreCAL ALNG LicSAPk MVL Pltfrm DvcCAL	
<b>True-Ups - Line of Business Products</b>	
WinEntforSA ALNG UpgrdSAPk MVL	
CoreCAL ALNG LicSAPk MVL DvcCAL	
<b>Step-Ups - Enterprise Products</b>	
OfficeProPlus ALNG SASU MVL fromOfficeStd Pltfrm	
EntCAL ALNG SASU MVL fromCoreCAL Pltfrm DvcCAL wSrvcs	
<b>Step-Ups - Line of Business Products</b>	
EntCAL ALNG SASU MVL fromCoreCAL DvcCAL	

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wSrvcs	
<b>Higher Editions - Enterprise Products</b>	
EntCAL ALNG LicSAPk MVL Pltfrm DvcCAL wSrvcs	
<b>Higher Editions - Line of Business Products</b>	
EntCAL ALNG LicSAPk MVL DvcCAL wSrvcs	
<b>Enterprise Online Services</b>	
<b>Product Description</b>	<b>Part Number</b>
O365ProPlus ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls	
VDA ALNG SubsVL MVL Pltfrm Trnstn PerDvc WinEnt	
IntunUSL ALNG SubsVL MVL Trnstn PerUsr CoreCAL	
O365PE1 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL	
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL	
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OfficeStd	
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OfficeStd/CoreCAL	
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls	
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls/CoreCAL	
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL	
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OfficeStd	
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OfficeStd/CoreCAL	
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls	
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls/CoreCAL	
VDA ALNG SubsVL MVL Trnstn PerDvc WinEnt	
IntunUSL ALNG SubsVL MVL Trnstn PerUsr CoreCAL	
O365PE1 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL	
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL	

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O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL	
O365ProPlus ShrdSvr ALNG SubsVL MVL PerUsr	
DsktpOptmztnPkforSA ALNG SubsVL MVL PerDvc forWinSA	
VDA ALNG SubsVL MVL Pltfrm PerDvc	
VDAPerUsrUSL ALNG SubsVL MVL Pltfrm PerUsr	
VDAPerUsrUSLw/MDOP ALNG SubsVL MVL Pltfrm PerUsr	
WinEntSAPerUsrAddOn ALNG SubsVL MVL	
WinEntSAPerUsrUSL ALNG SubsVL MVL Pltfrm PerUsr	
WinEntSAPerUsrUSLw/MDOP ALNG SubsVL MVL Pltfrm PerUsr	
IntunUSL ALNG SubsVL MVL PerUsr	
O365PE1 ShrdSvr ALNG SubsVL MVL PerUsr	
O365PE4 ShrdSvr ALNG SubsVL MVL PerUsr	
Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr	
DsktpOptmztnPkforSA ALNG SubsVL MVL PerDvc forWinSA	
VDA ALNG SubsVL MVL PerDvc	
VDAPerUsrUSL ALNG SubsVL MVL PerUsr	
VDAPerUsrUSLw/MDOP ALNG SubsVL MVL PerUsr	
WinEntSAPerUsrAddOn ALNG SubsVL MVL	
WinEntSAPerUsrUSL ALNG SubsVL MVL PerUsr	
WinEntSAPerUsrUSLw/MDOP ALNG SubsVL MVL PerUsr	
IntunUSL ALNG SubsVL MVL PerUsr	
O365PE1 ShrdSvr ALNG SubsVL MVL PerUsr	
O365PE4 ShrdSvr ALNG SubsVL MVL PerUsr	
Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr	
<b>Product Description</b>	<b>Part Number</b>
<b>Bridge CAL Transition Enterprise Products</b>	
CoreCALBrdgIntuneandO365 ALNG LicSAPk MVL PltfrmTrnstn DvcCAL	
CoreCALBrdgIntuneandO365 ALNG SA MVL Pltfrm DvcCAL	
CoreCALBridgeIntune ALNG LicSAPk MVL PltfrmTrnstn DvcCAL	
CoreCALBridgeIntune ALNG SA MVL Pltfrm DvcCAL	
CoreCALBridgeO365 ALNG LicSAPk MVL PltfrmTrnstn DvcCAL	

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CoreCALBridgeO365 ALNG SA MVL Pltfrm DvcCAL	
<b>Bridge CAL Transition Line of Business Products</b>	
CoreCALBrdgIntuneandO365 ALNG LicSAPk MVL Trnstn DvcCAL	
CoreCALBrdgIntuneandO365 ALNG SA MVL DvcCAL	
CoreCALBridgeIntune ALNG LicSAPk MVL Trnstn DvcCAL	
CoreCALBridgeIntune ALNG SA MVL DvcCAL	
CoreCALBridgeO365 ALNG LicSAPk MVL Trnstn DvcCAL	
CoreCALBridgeO365 ALNG SA MVL DvcCAL	
<b>Product Description</b>	<b>Part Number</b>
<b>True-Ups</b>	
Prjct ALNG LicSAPk MVL	
VisioStd ALNG LicSAPk MVL	
VSProwMSDN ALNG LicSAPk MVL	
CISStd ALNG LicSAPk MVL 2Proc	
ExchgSvrStd ALNG LicSAPk MVL	
SQLCAL ALNG LicSAPk MVL DvcCAL	
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	
SQLSvrStd ALNG LicSAPk MVL	
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	
WinSvrStd ALNG LicSAPk MVL 2Proc	
<b>Step-Ups</b>	
PrjctPro ALNG SASU MVL PrjctStd w1PrjctSvrCAL	
VisioPro ALNG SASU MVL VisioStd	
CISDataCtr ALNG SASU MVL CISStd 2Proc	
ExchgSvrEnt ALNG SASU MVL ExchgSvrStd	
SQLSvrBsnssIntelligence ALNG SASU MVL SQLSvrStd	
SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic	
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	
<b>Higher Editions</b>	
PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL	
VisioPro ALNG LicSAPk MVL	
CISDataCtr ALNG LicSAPk MVL 2Proc	
ExchgSvrEnt ALNG LicSAPk MVL	
SQLSvrBsnssIntelligence ALNG LicSAPk MVL	
WinSvrDataCtr ALNG LicSAPk MVL 2Proc	

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**Exit Clause**

StockHolding reserves the right to change channel partner by giving three months notice during the contract period if it is not satisfied with services. A reasonable number of incidents of non-performance of the obligation as per this contract will be provided before the termination notice served to the channel partner.

**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, to verify the correctness of the information.

<b>Serial</b>	<b>Parameters</b>	<b>Response</b>
---------------	-------------------	-----------------

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No.			
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 Enterprise agreement in Microsoft licenses with an Enterprise agreement		
9	<b>Financial parameters</b>		
	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 the seal for & on behalf of (Name & Address of the bidder

**Annexure - 2**

**Eligibility Criteria (Documents to be submitted online)**

SI.	Criteria	Compliance (Y/N)	Supportive document (Please mention the
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			name of the document attached)
1	The Bidder should be a registered Company in India as per the Indian Companies Act 1956 of Indian Companies Act, 2013.		
2	The Bidder should be an Authorized Microsoft Large Account Reseller (LAR)		
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. 50 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 an individual company and not of Group of Companies		

**Annexure-3**

**Interest-free Earnest Money Deposit (EMD) Format OR MSME/NSIC for security operation center**

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PAN & GST number of bidder	Bank Name & branch address ,IFSC code	Bank account number	EMD amount paid in INR	UTR No. / MSME/NSIP document no	Date of Payment (NEFT)	Document MSME/NSIC / EMD Bank receipt to be uploaded
1.						

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)

**Annexure - 4**

**Commercial price format for a bill of material for StockHolding under  
Microsoft EA**

**Table 4A – Commercial Bid Format for BOQ for *StockHolding* under Microsoft EA**

Product Description	Part Number	License Quantity	Unit Price (INR)	Price for Year1 (INR)	Price for Year2 (INR)	Price for Year3 (INR)
				Y1	Y2	Y3
<b>Enterprise</b>						
OfficeProPlus ALNG SA MVL Pltfrm		100				
OfficeStd ALNG LicSAPk MVL Pltfrm		700				
WINE3perDVC ALNG SA MVL Pltfrm		450				
WinEntforSAwMDOP ALNG SA MVL Pltfrm		374				
CoreCAL ALNG SA MVL Pltfrm DvcCAL		450				
CoreCAL ALNG SA MVL Pltfrm DvcCAL		374				
<b>Line of Business</b>						
WinEntforSA ALNG SA MVL		1,126				
CoreCAL ALNG SA		1,126				



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MVL DvcCAL						
<b>Additional Products</b>						
Prjct ALNG SA MVL		06				
VisioStd ALNG SA MVL		01				
VSProwMSDN ALNG SA MVL		20				
CISStd ALNG SA MVL 2Proc		544				
ExchgSvrStd ALNG SA MVL		01				
SQLSvrEnt ALNG SA MVL		03				
SQLSvrEntCore ALNG SA MVL 2Lic CoreLic		02				
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		20				
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic		59				
<b>Total Price</b>						
TOTAL of Rebate (if any)						
TOTAL of all Taxes, Levies, Duty, etc.*						
TOTAL (including all Taxes, Levies, Duties, etc.						
<b>Grand Total (T1) =</b> Total including all Taxes, Levies, Duties, etc for Year1 + Total including all Taxes, Levies, Duties, etc for Year2 + Total including all Taxes, Levies, Duties, etc for Year3						

\*The bidder is required to mention all the taxation components with rates for Table 4A Bidder should mention break-up of all taxes, levies, duties, etc in the format given in the

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table below:

Item	Rate	Total
Taxes		
Levies		
Duties		
Others (specify)		

**Table 4B - Commercial Bid Format for BOQ for SHCIL Services Limited (SSL)  
StockHolding's Subsidiary under Microsoft EA**

Product Description	Part Number	License Quantity	Unit Price (INR)	Price for Year1 (INR)	Price for Year2 (INR)	Price for Year3 (INR)
<b>Enterprise</b>						
OfficeProPlus ALNG SA MVL Pltfrm		01				
OfficeStd ALNG SA MVL Pltfrm		23				
<b>Line of Business</b>						
WinEntforSA ALNG SA MVL		61				
CoreCAL ALNG SA MVL DvcCAL		61				
<b>Additional Products</b>						
VisioStd ALNG SA MVL		02				
VSProwMSDN ALNG SA MVL		05				
CISStd ALNG SA MVL 2Proc		16				
SQLCAL ALNG SA MVL DvcCAL		15				
SQLSvrEnt ALNG SA MVL		03				
SQLSvrStd ALNG SA MVL		03				
WinSvrStd ALNG SA MVL 2Proc		80				
<b>Total Price</b>						
Total Rebates (if any)						

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Total of all Taxes, Levies, Duty, etc. *						
TOTAL (including all Taxes, Levies, Duties, etc.						
<b>Grand Total (T2) =</b> Total including all Taxes, Levies, Duties, etc for Year1 + Total including all Taxes, Levies, Duties, etc for Year2 + Total including all Taxes, Levies, Duties, etc. for Year3						

\*The bidder is required to mention all the taxation components with rates for Table 4B.

Item	Rate	Total
Taxes		
Levies		
Duties		
Others (specify)		

**Table 4C – Summary of Grand Total for *StockHolding* BOQ and SHCILServices Limited BOQ**

SN.	Price (INR)
Final Total (F) = T1 + T2	
Final Total is equal to Grand Total (T1) of Table 4A + Grand Total (T2) of Table 4B	

Table 4D - Commercial Bid Format for Microsoft Software Products for Future Pricing (TrueUps, StepUps, etc.) under Microsoft EA.

The Prices quoted for Table 4C will not be part of the Commercial evaluation (determination of L1 bidder) under this RFP.

Future Pricing		
Enterprise Products		
Product Description	Part Number	Pricing Information
		True up Price (INR)



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<b>True-Ups - Enterprise Products</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
OfficeProPlus ALNG LicSAPk MVL Pltfrm				
OfficeStd ALNG LicSAPk MVL Pltfrm				
WinEntforSA ALNG UpgrdSAPk MVL Pltfrm				
WinEntforSAwMDOP ALNG UpgrdSAPk MVL Pltfrm				
CoreCAL ALNG LicSAPk MVL Pltfrm DvcCAL				
		<b>True up Price (INR)</b>		
<b>True-Ups - Line of Business Products</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
WinEntforSA ALNG UpgrdSAPk MVL				
CoreCAL ALNG LicSAPk MVL DvcCAL				
		<b>True up Price (INR)</b>		
<b>Step-Ups - Enterprise Products</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
OfficeProPlus ALNG SASU MVL fromOfficeStd Pltfrm				
EntCAL ALNG SASU MVL fromCoreCAL Pltfrm DvcCAL wSrvcs				
		<b>True up Price (INR)</b>		
<b>Step-Ups - Line of Business Products</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year 3 - Payment 1</b>
EntCAL ALNG SASU MVL fromCoreCAL DvcCAL wSrvcs				
		<b>True up Price (INR)</b>		
<b>Higher Editions - Enterprise Products</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
EntCAL ALNG LicSAPk MVL Pltfrm DvcCAL wSrvcs				
		<b>True up Price (INR)</b>		
<b>Higher Editions - Line of Business Products</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
EntCAL ALNG LicSAPk MVL DvcCAL wSrvcs				



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Enterprise Online Services		
<b>Product Description</b>	<b>Part Number</b>	<b>Price (INR) / Month</b>
<b>Transition Enterprise Products</b>		
O365ProPlus ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls		
VDA ALNG SubsVL MVL Pltfrm Trnstn PerDvc WinEnt		
IntunUSL ALNG SubsVL MVL Trnstn PerUsr CoreCAL		
O365PE1 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL		
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL		
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OfficeStd		
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OfficeStd/CoreCAL		
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls		
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls/CoreCAL		
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL		
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OfficeStd		
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OfficeStd/CoreCAL		
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls		



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O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr OffProPls/CoreCAL		
<b>Transition Line of Business Products</b>		
VDA ALNG SubsVL MVL Trnstn PerDvc WinEnt		
IntunUSL ALNG SubsVL MVL Trnstn PerUsr CoreCAL		
O365PE1 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL		
O365PE3 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL		
O365PE4 ShrdSvr ALNG SubsVL MVL Trnstn PerUsr CoreCAL		
<b>Suggested Enterprise Products</b>		
O365ProPlus ShrdSvr ALNG SubsVL MVL PerUsr		
DsktpOptmztnPkforSA ALNG SubsVL MVL PerDvc forWinSA		
VDA ALNG SubsVL MVL Pltfrm PerDvc		
VDAPerUsrUSL ALNG SubsVL MVL Pltfrm PerUsr		
VDAPerUsrUSLw/MDOP ALNG SubsVL MVL Pltfrm PerUsr		
WinEntSAPerUsrAddOn ALNG SubsVL MVL		
WinEntSAPerUsrUSL ALNG SubsVL MVL Pltfrm PerUsr		
WinEntSAPerUsrUSLw/MDOP ALNG SubsVL MVL Pltfrm PerUsr		
IntunUSL ALNG SubsVL MVL PerUsr		
O365PE1 ShrdSvr ALNG SubsVL MVL PerUsr		
O365PE4 ShrdSvr ALNG SubsVL MVL PerUsr		



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Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr				
<b>Suggested Line of Business Products</b>				
DsktpOptmztnPkforSA ALNG SubsVL MVL PerDvc forWinSA				
VDA ALNG SubsVL MVL PerDvc				
VDAPerUsrUSL ALNG SubsVL MVL PerUsr				
VDAPerUsrUSLw/MDOP ALNG SubsVL MVL PerUsr				
WinEntSAPerUsrAddOn ALNG SubsVL MVL				
WinEntSAPerUsrUSL ALNG SubsVL MVL PerUsr				
WinEntSAPerUsrUSLw/MDOP ALNG SubsVL MVL PerUsr				
IntunUSL ALNG SubsVL MVL PerUsr				
O365PE1 ShrdSvr ALNG SubsVL MVL PerUsr				
O365PE4 ShrdSvr ALNG SubsVL MVL PerUsr				
Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr				
<b>Enterprise Bridge CAL Transitions</b>				
<b>Product Description</b>	<b>Part Number</b>	<b>Pricing Information</b>		
		<b>True up Price (INR)</b>		
<b>Bridge CAL Transition Enterprise Products</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
CoreCALBrdgIntuneandO365 ALNG LicSAPk MVL PltfrmTrnstn DvcCAL				
CoreCALBrdgIntuneandO365 ALNG SA MVL Pltfrm DvcCAL				
CoreCALBridgeIntune ALNG LicSAPk MVL PltfrmTrnstn DvcCAL				
CoreCALBridgeIntune ALNG SA MVL Pltfrm DvcCAL				



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CoreCALBridgeO365 ALNG LicSAPk MVL PltfrmTrnstn DvcCAL				
CoreCALBridgeO365 ALNG SA MVL Pltfrm DvcCAL				
<b>Bridge CAL Transition Line of Business Products</b>		<b>Year2 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
CoreCALBrdgIntuneandO365 ALNG LicSAPk MVL Trnstn DvcCAL				
CoreCALBrdgIntuneandO365 ALNG SA MVL DvcCAL				
CoreCALBridgeIntune ALNG LicSAPk MVL Trnstn DvcCAL				
CoreCALBridgeIntune ALNG SA MVL DvcCAL				
CoreCALBridgeO365 ALNG LicSAPk MVL Trnstn DvcCAL				
CoreCALBridgeO365 ALNG SA MVL DvcCAL				
Additional Products				
<b>Product Description</b>	<b>Part Number</b>	<b>Pricing Information</b>		
		<b>True up Price (INR)</b>		
<b>True-Ups</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
Prjct ALNG LicSAPk MVL				
VisioStd ALNG LicSAPk MVL				
VSProwMSDN ALNG LicSAPk MVL				
CISStd ALNG LicSAPk MVL 2Proc				
ExchgSvrStd ALNG LicSAPk MVL				
SQLCAL ALNG LicSAPk MVL DvcCAL				
SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic				
SQLSvrStd ALNG LicSAPk MVL				
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic				

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WinSvrStd ALNG LicSAPk MVL 2Proc				
<b>True up Price (INR)</b>				
<b>Step-Ups</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
PrjctPro ALNG SASU MVL PrjctStd w1PrjctSvrCAL				
VisioPro ALNG SASU MVL VisioStd				
CISDataCtr ALNG SASU MVL CISStd 2Proc				
ExchgSvrEnt ALNG SASU MVL ExchgSvrStd				
SQLSvrBsnssIntelligence ALNG SASU MVL SQLSvrStd				
SQLSvrEntCore ALNG SASU MVL 2Lic SQLSvrStdCore CoreLic				
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc				
<b>True up Price (INR)</b>				
<b>Higher Editions</b>		<b>Year1 - Payment 1</b>	<b>Year2 - Payment 1</b>	<b>Year3 - Payment 1</b>
PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL				
VisioPro ALNG LicSAPk MVL				
CISDataCtr ALNG LicSAPk MVL 2Proc				
ExchgSvrEnt ALNG LicSAPk MVL				
SQLSvrBsnssIntelligence ALNG LicSAPk MVL				
WinSvrDataCtr ALNG LicSAPk MVL 2Proc				

The bidder is required to mention all the taxation components with rates for Table 4C.

<b>Item</b>	<b>Rate</b>	<b>Total</b>
Taxes		
Levies		
Duties		

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Others (specify)		
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**Note:** The BOQ must be attached to Commercial Offer.

1. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled incorrectly.
2. Please note that any Commercial Offer, which is conditional and/or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected. **Table 4C will not be part of the commercial evaluation (determination of L1 bidder) under this RFP**

**Annexure - 5**

Covering Letter-1

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

(\_\_\_\_\_ **Name of the Department / Office**) **RFP No: IT-06/2021-22 dated 29-Jun-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.

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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 after 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 assuring them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**I. Commitment of the Principal / Buyer**

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
  - b) The Principal/Owner will, during the Tender (RFP) Process treat all bidder(s)/Counter Party (ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all bidder(s) / Counter Party (ies) the same information and will not provide to any bidder(s)/Counter Party(ies) confidential/additional information through which the bidder(s)/Counter Party(ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.

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- 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 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*.
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,

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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 in Annexure
6. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given in 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), iddereither 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 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



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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.

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.

**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 like this one with all bidder / 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 his 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

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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-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 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 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.

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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 was taken by the Principal / Owner / *StockHolding* in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

**IX. Legal and Prior Rights**

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

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

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

-----  
(For and on behalf of bidder / Counter Party / Contractor)

**WITNESSES:**

1. \_\_\_\_\_ (Signature, name and address)
2. \_\_\_\_\_ (Signature, name and address)

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

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**Annexure - 6**

**Covering Letter on bidder's letterhead (Annexure of Integrity Pact)**

Date:

To,

-----

Sub: RFP No: **IT-06/2021-22 dated 29-Jun-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 - 7  
Compliance Statement  
(To be submitted along with Technical bid)**

Ref: RFP No: IT-06/2021-22 dated 29-Jun-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 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 the 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-06/2021-22 dated 29-Jun-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 the seal for & on behalf of (Name & Address of the bidder)