



Request for Proposal (RFP)

For

Consultancy services for Mobile App Implementation

StockHolding Services Ltd.

P-51, SHCIL House, Mahape, MIDC

Navi Mumbai - 400 710

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RFP Details and Important Dates

Name of the Company	StockHolding Services Ltd	
RFP Reference No	RFP/ SSL/CONSLT/2024-25/001	
Date of issue	15-July-2024	
Submission of Pre-Bid Queries	Date	18-July-2024
	Time	5.00 P.M.
Schedule of Pre-Bid Meeting	Date	23-July-2024
	Time	3.00 P.M.
Schedule for Receipt of Bids	Date	05-Aug-2024
	Time	3.30 P.M.
Cost of the Bid Application	Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only) Inclusive of 18% GST in the form of Demand Draft / NEFT in favor of 'Stockholding Services Limited', payable at Mumbai only to be submitted along with the Bid.	
Earnest Money Deposit (EMD)	A Bid Security of Rs.2,00,000/- (Rupees Two Lakh only) by way of Demand Draft / NEFT/ RTGS in favor of 'Stockholding Services Limited ' payable at Mumbai only to be submitted along with the Bid.	
Schedule for Opening of Technical Bids	Date	08 Aug 2024
	Time	3.30 P.M.
Place of Pre-bid meeting/ Submission and Opening of Bids/ address for Communication & Email id	Stockholding Services Limited SHCIL House, P-51, TTC Industrial Area, Mahape, Navi Mumbai Pin 400710. Contact Person: Poornima Waikar, Yogini Avhad Contact Details: 022-61778675, 9930262428, 8082513220 Email ID : mob_tender2024@stockholdingservices.com	

Disclaimer

The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Stock Holding Services Limited (“SSL”), 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 neither an offer nor an invitation by SSL to any parties other than the applicants who are qualified to submit the bids (“Bidders”). The purpose of this RFP is to provide the Bidder(s) with information to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. SSL 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. SSL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. SSL does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein, which may become apparent. SSL reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available / accessible to all recipients by SSL. SSL reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this RFP at any stage without assigning any reason whatsoever. The decision of SSL shall be final, conclusive and binding on all the parties. It may be noted that notice regarding corrigenda, addendums, amendments, time extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit SSL website for any changes / development in relation to this RFP.

Introduction

- Stock Holding Services Limited (SSL) is a SEBI registered Corporate Stock Broker providing safe and reliable services to all institutional and retail clients across length and breadth of the country.
- SSL offers services in both Cash and F&O segment of BSE & NSE and Currency Derivatives segment of NSE, commodities segment of MCX. SSL started broking operations in July 2006.
- It has a large clientele base in retail segment.
- It has also wide clientele in institutional segment comprising leading domestic institutional investors, including Mutual Funds, Insurance Companies, Banks and other Financial Institutions.
- SSL's strength lies in the operational synergies and leverage of the parent company Stock Holding Corporation of India Limited (Stock Holding), which was incorporated as the special initiative of the Government of India as a public limited company in 1986 and is jointly promoted by IFCI Ltd, LIC, SU-UTI, GIC, NIA, NIC, UIC and TOICL. SSL is a broking arm of Stock Holding Corporation of India Limited.

Need for Mobile App Upgrade

SSL has rapid business growth plans and aspires to be one of the leaders in the BFSI segment. SSL realizes that the significant increase in smartphone users and huge expansion of UPI ecosystem in India has made it imperative to make more and more innovative services available on the mobile phone for short term as well as long term enterprise viability.

SSL has recently upgraded its trading software and uses the integrated trading system of Tata Consultancy Services (TCS). With the increase in number of investors preferring the convenience of Internet and Mobile trading, SSL intends to further upgrade its existing mobile applications for Full service Broking and Discount broking with advanced features and services to enhance the trading experience of its clients.

In order to achieve and sustain ambitious growth plans, it is imperative that SSL develops a feature rich mobile platform aimed at clearly defined, scalable, flexible and efficient operating model while simultaneously managing risks and meeting security and compliance requirements.

The implementation is expected to enable the organization to leapfrog over its competitors in terms of both products and services and provide its customers with an all-round compelling and satisfying experience.

To expedite the project's seamless implementation within an optimal timeframe, SSL has chosen to engage a consultant. The consultant will provide professional project management and implementation services, ensuring streamlined processes and maximizing project efficiency.

This document attempts to outline the basic requirements but may not be complete or all inclusive.

Bidders are expected to provide their inputs, specifications wherever they have capabilities over and above those sought / listed in this document. SSL reserves the rights to fine tune its requirements / activities at any point of time during the implementation of this project.

Role of the Implementation consultant

The consultant is required to ensure successful implementation of the project within the prescribed timelines as described in the RFP document.

Following activities are required to be performed by the consultant.

Phase-1 (Timelines 6 Weeks)

As-is Study and Gap assessment

- Study the existing mobile App at SSL and its business and functional capabilities
- Conduct workshops with relevant business and technology stakeholders to review and discuss the products and features provided by SSL vis-à-vis different market players to determine gaps and suggest the future improvements
- Understand the new additional business functionalities required for the Mobile Application
- Understand the customer expectations and user behavior based on customer/ market survey
- Perform competitive benchmarking across leading Bank as well as Non-Bank brokers and Discount brokers to define customer journey across asset classes
- Basis the primary and secondary research, define the features, compliance, research, and various third party integrations required in the proposed mobile app
- Review as-is processes, identify key pain points for current processes.
- Detailed document on the comparative analysis made and the gaps identified.
- Gain understanding of the technical architecture and deployment model at SSL to decide the best technical setup suitable for Mobile app deployment in view of future business growth.
- Understand various regulatory guidelines applicable to SSL w.r.t. cyber security, SaaS, Cloud, Data protection, Information security, Technical glitch reporting etc. to ensure compliance
- Define a roadmap for Product roll out basis the customer feedback and management vision
- Define Digital marketing strategy for the roll-out

Mobile App Vendor Evaluation and Selection

Assist SSL in the end-to-end vendor evaluation and selection process and conduct a detailed technical and functional evaluation of the eligible mobile application vendors.

The vendor evaluation stage will involve the below mentioned activities.

- Define the functional and technical requirements / specifications for the Mobile App
- Define the Eligibility and Technical Evaluation Parameters
- Define overall scope of work for the Mobile app vendor
- Identify better options for scalability/ reduce dependency on OMS /RMS vendor eg. Middleware in the RFP scope in view of future business growth
- Preparation of RFP for Mobile app vendor selection
- Coordinate with leading vendors in securities domain to ensure participation

- Assist SSL in pre-bid meetings and respond to the pre-bid technical and functional queries of the bidders.
- Assist SSL in conducting the eligibility evaluation and short-listing of bidders.
- Handle Vendor presentations and evaluate vendors on the basis of technical and functional capabilities, approach, market feedback and time to market
- Perform Technical Bill of Material evaluation
- Present the technical and functional evaluation to the SSL Senior Management
- Assist SSL in short-listing the final vendor.
- Work with SSL's legal team for defining the Service Level Agreements and formulating the complete contract for the Mobile App vendor to ensure prompt quality support post Go Live

Fintech Vendor

- Suggest third party vendors for market data, research insights, charts, marketing campaigns etc. which can be integrated within application.
- Competition benchmarking to understand the leading Fintech players on-boarded.

Phase-2 (Timelines 20 weeks)

Requirement Management

- Conduct workshops and use the knowledge gained in Phase 1 to prepare the Business Requirement Documentation for the Mobile App.
- Create role-based user journeys and process flows for the mobile app
- Define the integration requirements and coordinate for API integration
- Define user screens and finalize the UI/ UX for the Mobile App.
- Define the Key Performance Indicators (KPIs) in coordination with SSL team.
- Define Data migration requirement to ensure data integrity
- Work with the business team to finalize the BRDs across asset classes
- List the definition of done and acceptance criteria against the requirements along with test cases for those requirements

Project Management and Implementation support

PMO (Project Management Office) Planning and Set up

- Define objectives, scope, outcome and benefits, approach and methodology for the PMO project
- Define project governance structure at various levels – Execution team, Core, Working Group, Steering Committee to ensure accountability and appropriate reporting
- Prepare a detailed project plan with specific program phases, Timelines, roles & responsibilities, dependencies and key risks involved
- Establish the PMO framework, standards, templates and tools, formats for dashboards and status reports
- Define metrics & KPIs to track project outcomes and success
- Conduct high level risk assessment for each phase of the project
- Develop a comprehensive communication strategy and implementation plan for internal and external stakeholders

PMO Execution

- Develop detailed project charter and integrated plan for the project
- Prepare weekly status reports and maintain trackers for management team
- Assess dependencies, evaluate risks and prepare risk mitigation plan
- Closely work with the Testing agency of SSL and the Mobile App Vendor so as to manage the entire functional as well as all types of Testing of the Mobile app
- Program manage System Integration Testing (SIT), track all defects to resolution, agree and obtain SIT sign off
- Review User Acceptance Testing (UAT) scenarios prepared by testing agency.
- Program manage UAT, track all defects to resolution and facilitate UAT sign off.
- Help define load testing scenarios and manage the testing and vendor issue resolution
- Review the training material and report & track the training execution
- Track progress of the project against the agreed plan on an ongoing basis
- Periodically review and manage all changes to the requirements through a formally defined scope change process
- Manage exchange approvals (NSE/BSE) for mobile app
- Coordinate with third party data vendors for providing data in timely manner
- Track Play-store/ App store requirements and coordinate with cross functional teams for application filing
- Help define the overall customer communication plan and Go-Live strategy
- Help prepare Customer Satisfaction Survey Template (CSST)

PMO Closure

- Facilitate project closure review including capturing lessons learned
- Document project outcome and learnings
- Develop a comprehensive Transition Plan
- Handover all relevant project documentation to SSL team
- Review training effectiveness as part of transition
- Conduct knowledge transfer sessions with key stakeholders and leadership and handover project deliverables

Eligibility Criteria:

Sr. No.	Criteria details	Supporting documentation
1	The Bidder should be a Corporate / LLP Firm / Government Institution and should have been incorporated under Companies Act, 1956 and subsequent amendments thereto.	Certificate of Incorporation / Registration certificate.
2	The Bidder must be a reputed and experienced Company operating in the field of IT Consultancy / IT Advisory practice for at least 5 years as on the date of submission of bid.	Self -Declaration by authorized signatory of the Bidder supported by copies of Client Work Order confirming year and area of activity.
3	The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2023-24, 2022-23, 2021-22)	Audited financial statements
4	The Bidder should have an average annual turnover of at least INR 200 Crores for last three financial years (2023-24, 2022-23, 2021-22)	Audited financial statements
5	The Bidder should have a minimum number of 100 full time professional staff engaged in consulting / advisory services on their payroll	Self-declaration by authorized signatory of the Bidder
6	The Bidder should have an office registered in India. One of its offices must be in Mumbai Metropolitan Region (MMR) region to handle the project smoothly.	Self-declaration with address and contact details on letter-head.
7	The Bidder must have completed at least 2 similar consultancy assignments involving implementation of mobile app of Stock Broking company, preferably by integration with TCS BaNCS Trading software	Letter from customer / work order mentioning similar consultancy assignments.
8	The Bidder should not have been blacklisted/debarred by the Central Government/ State Governments / Semi-Government departments / Regulatory Authorities/ Financial Institutions/ Banks/ Public Sector Undertakings in India	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.

[Clarifications regarding RFP Document, Bid Preparation & Submission of Bid](#)

E-RFP Process

This RFP will follow e-tendering process (e-Bids) which will be conducted by SSL's authorized e-tendering vendor M/s. E-Procurement Technologies Ltd.

Representative of Bidders may contact the Help Desk of M/s. E-Procurement Technologies Ltd for clarifications on e-Tendering process:

Service provider:

M/s. E-Procurement Technologies Ltd (Auction Tiger),

B-705, Wall Street- II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad-380006.

Call/write us for e-Tender Submission

Cell Number: 9904406300 / 9510812960 / 9265562819 / 9265562821

Email: support@auctiontiger.net

No consideration will be given to Bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. SSL reserves the right to accept in part or in full, extend, or reject.

E-RFP Fees

The bid application fees (non-refundable) may be paid by the bidders through Demand draft/ NEFT as per the following details:

Account Number: 00600340028869

Account Name: Stock Holding Services Ltd

IFSC Code: HDFC0000060,

Branch: FORT, Mumbai

Amount: INR 11,800/- (Rupees Eleven Thousand Eight Hundred only)

Amount includes 18% GST

The Bid Application Fee is non-refundable.

Earnest Money Deposit (EMD)

Prospective bidders are required to pay towards earnest money deposit (EMD) of Rs.2,00,000/- (Rupees Two lakh only). SSL will not pay any interest on the EMD. The bidder can also submit the EMD through Demand draft/ NEFT or RTGS as per the following details:

Account Number: 00600340028869,

Account Name: Stock Holding Services Ltd

IFSC Code: HDFC0000060,

Branch: FORT, Mumbai

Amount: INR Rs.2,00,000 /- (Rupees Two Lakh only)

- EMD will not carry any interest.
- The EMD made by the bidder will be forfeited if:
 - a) The bidder withdraws the tender/ Bid before processing of the same.
 - b) The bidder withdraws the tender after processing but before acceptance of 'Purchase Order' to be issued by SSL.
 - c) The successful bidder violates any of the provisions of the terms and conditions of this RFP specification.
 - d) If the successful bidder fails to enter into the contract agreement with SSL within 30 days/ of issuing the purchase order.

Refund of EMD

- EMD will be refunded to the successful bidder, only after submission of Performance Bank Guarantee of 10% of order value and signing of contract as per timelines defined in the RFP.
- In case of unsuccessful bidders, the EMD will be refunded after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- The Performance Bank Guarantee will be released after 3 months of completion of project.

Bid Validity Period

1. Bid shall remain valid for duration of six calendar months from Bid submission date.
2. Once Purchase Order or Letter of Intent is issued by SSL, the said price will remain fixed for the entire contract period and shall not be subjected to variation on any account. A bid submitted with an adjustable price quotation will be treated as non- responsive and will be rejected.

Bid Integrity

Willful misrepresentation of any fact within the bid will lead to the cancellation of the contract without prejudice to other actions that the SSL may take. All the submissions, including any accompanying documents, will become property of the SSL. The bidders shall be deemed to license, and grant all rights to the SSL, to reproduce the whole or any portion of their bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

Cost of Bid Document

The participating bidders shall bear all the costs associated with or relating to the preparation and submission of their bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the SSL or any other costs incurred in connection with or relating to their bid. The SSL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

Bid Documentation

1. The bidder must thoroughly study / analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
2. Failure to furnish all information required in this RFP or submission of bid not responsive to this RFP in any respect will be at the bidder's risk and responsibility and the same may finally result in rejection of its bid. The SSL has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for bidders.
3. The information provided by the bidders in response to this RFP will become the property of the SSL and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
4. The bid prepared by the bidder, as well as all correspondences and documents relating to the bid exchanged by the bidder and the SSL and supporting documents and printed literature shall be submitted in English.

Modification and Withdrawal of Bids

1. The bidder may modify or withdraw its bid after the bid's submission, provided written notice of the modification, including substitution or withdrawal of the bids, is received at the portal, prior to the deadline prescribed for submission of bids.
2. No modification in the bid shall be allowed, after the deadline for submission of bids.
3. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in this RFP. Withdrawal of a bid during this interval may result in the forfeiture of EMD submitted by the bidder.
4. The bidder shall be responsible for implementation of the solution within the prescribed timelines.
5. Bidder should also ensure that all regulatory requirements as on date and any other systemic changes or new requirements necessitated out of SEBI/other regulatory bodies or other requirements of the SSL between the date of the RFP as well as rollout are made available from day 1.
6. Please note that any deviations mentioned in the bid will not be considered and evaluated by the company. SSL reserve the right to reject the bid, if bid is not submitted in proper formats as per RFP.
7. Bidder has to submit physical copy of Eligibility Criteria and Technical Bid in two separate closed envelopes after online submission of proposal. Both the envelopes need to be submitted on or before last date of submission bid mentioned in RFP document.

RFP Evaluation Process

Responses from bidders will be evaluated in three stages, sequentially, as below:
Stage A. Evaluation of eligibility will be done as detailed under (Eligibility criteria table)
Stage B. Technical evaluation will be done as detailed under Technical criteria
Stage C. Commercial evaluation will be done as detailed under Commercial criteria

The three stage evaluation shall be done sequentially on knock-out basis. This implies that those bidders qualifying in Stage A will only be considered for Stage B and those who qualify in Stage B will only be considered for Stage C.

Please note that the criteria mentioned in this section are only indicative and SSL at its discretion, may alter these criteria without assigning any reasons. SSL also reserves the right to reject any / all proposal(s) without providing any specific reasons.

All deliberations and evaluations performed by SSL will be strictly confidential and will be maintained as property of SSL exclusively and will not be available for discussion to any bidder of this RFP.

Stage A: - Evaluation of Eligibility

The Bidders of this RFP will present their responses as detailed in this document. The response includes details / evidences in respect of the bidder for meeting the eligibility criteria, leading the SSL to evaluate the bidder on eligibility criteria.

The bidder will meet the eligibility criteria mentioned in the table. SSL will evaluate the bidders on each criterion severally and satisfy itself beyond doubt on the bidders' ability / position to meet the criteria. Those bidders who qualify on ALL the criteria will only be considered as "Qualified under Stage A" of evaluation and will be considered for evaluation under Stage B.

Those bidders who do not qualify at this Stage A will not be considered for any further processing.

SSL, therefore, requests that only those bidders who are sure of meeting all the eligibility criteria only need to respond to this RFP process.

Technical Evaluation Criteria

Sr. No	Particulars	Maximum Marks
1	Credentials <ul style="list-style-type: none"> • Experience of end-to-end customer mobile application revamp programs in securities/broking in the last 5 years. > 2 assignments: 10 marks 2 assignments: 5 marks • Experience of end to end Digital transformation program including mobile app development for securities firm with TCS Bancs as BO solution: 5 marks • Client reference for successful completion of mobile app development project in securities firm in last 5 years: 5 marks 	20
2	Approach and Methodology <ul style="list-style-type: none"> • Understanding of project objective and business requirements: 5 marks • Proposed approach and methodology: 15 marks • Testing methodology, UI-UX design, System architecture: 15 marks • Compliance and Risk management and approach for knowledge transfer: 10 marks 	45
3	Proposed Team Profile and deployment <ul style="list-style-type: none"> • Proposed team for the project with relevant experience: 10 marks • Profile of team leader: Min 8 years of experience and has undertaken mobile app development for securities firm: 5 marks 	15
4	Presentation	20
	Total	100

Stage B – Evaluation of Technical Bid

All technical bids of bidders who have qualified Stage A will be evaluated in this stage and a technical score would be arrived at. SSL will scrutinize the offers to determine their completeness, errors, omissions in the technical and commercial offers of respective bidders. SSL may, at its sole discretion, waive any minor non-conformity or any minor deficiency in an offer. SSL reserves the right for such waivers and the SSL's decision in the matter will be final.

Bidders scoring at least 60 marks or more will be declared technically qualified.

Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The SSL reserves the right to verify /evaluate the claims made by the bidder independently. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the

bidder shall be accordingly taken by SSL. Any decision of SSL in this regard shall be final, conclusive and binding upon the bidder.

Those bidders who meet the threshold score of 60 or more will be considered as “Qualified under Stage B” and will be considered for evaluation under Stage C.

Those who do not meet the above threshold will not be considered for further evaluation. The EMD money in respect of such bidders will be returned on completion of the RFP process.

Technical Evaluation

The Technical score T_x = Score from Eligibility Evaluation.

The Relative Technical Score (RTS) for the Bidders will be calculated based on the following basis:

$$\text{RTS}_x = (T_x / T_1) * 100$$

Where,

RTS_x: Relative Technical Score of each Bidder

T_x : Technical Score of the Bidder

T_1 : Technical Score of the Bidder with Highest T_x

Up to 4 decimal values will be considered for the score.

Commercial Evaluation

The Bids which are qualified in Technical would be considered for Commercial Bid evaluation. The vendor should furnish their price for the project in their Commercial Bid to facilitate the commercial evaluation process.

Computation Methodology for Commercial Score

- 70% weightage will be assigned to the Relative Technical Score (RTS) and 30% weightage will be assigned to the Relative commercial score (RCS).
- The Relative Commercial Score (RCS) for each shortlisted Consultant will be calculated as given below:

$$\text{RCS} = L_1 / L * 100$$

Where,

RCS: Relative Commercial Score

L: Amount quoted by the bidder

L1: Lowest Amount quoted by lowest quoted (L1) proposal

Final Evaluation

The final selection of a Bidder will be based on the outcome of the combined Technical & Commercial Evaluation process for the qualified bidders in the Technical Bid round.

The Final Evaluation of Score (FES) will be as below:

$$\text{FES} = 0.70 * \text{RTSX} + 0.30 * \text{RCSX}$$

Where:

FESX = Final Evaluation Score of Vendor X

RTSX = Relative Technical Score of Vendor X

RCSX = Relative Commercial Score of Vendor XT

The contract will be awarded to the bidder having the highest Final Evaluation Score (FES) which is an outcome of Techno-Commercial Evaluation process. In case of a tie in the combined score between bidders, the bidder with higher technical score will be given a higher rank.

In the eventuality that less than two eligible bids are received against this RFP, StockHolding reserves the right to proceed with the single bidder or cancel the RFP at its sole discretion.

Payment Terms

The payment terms will be as under:

	Project Milestone	Payment (Incl. Of applicable taxes)
Project management Cost (in INR)	Completion of Phase 1	25%
	Go-Live of Full service app	35%
	Go-Live of Discount broking app	15%
	Successful Project closure/ completion	25%

The payments for each project milestone will be made only after the acceptance of the milestones. Any delay in achievement of the milestones or deliverables will result in delay of the payment.

Terms & Conditions

- I. **Non-Disclosure Agreement (NDA):**

The successful vendor (bidder) will sign a Non-Disclosure Agreement (NDA) with SSL.
- II. **No Commitment to accept lowest or any other bid:**
 - a. SSL shall be under no obligation to accept the lowest or any other offer received in response to this tender (RFP) notice.
 - b. SSL further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a vendor (bidder).
 - c. When SSL makes any such rejection, SSL will not be bound to give any reason and/or justification in this regard to the vendor (bidder).
- III. **Forfeiture of EMD / Security Deposit:**

In the event of non-compliance or violations of the terms of this RFP, SSL shall be entitled to forfeit the EMD/ Security Deposit.
- IV. **Taxes & levies:**
 - a. Applicable taxes payable at actual as per prevailing rate of taxes as per Government notification
 - b. In case of tax exemption or lower TDS; vendor has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s))
- V. **Intellectual Property**

SSL shall have sole exclusive ownership to all its Intellectual property including and not limited to its trademarks, logos etc. This RFP shall in no way be considered as a transfer or assignment of the respective rights over any intellectual property owned, developed or being developed by SSL.
- VI. **No Set-Off, Counter-Claim and Cross Claims**

In case the bidder has any other business relationship(s) with SSL, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract/Agreement to the bidder for any payments receivable under and in accordance with that business.
- VII. **Corrupt and Fraudulent practice**

It is required that the Bidder observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge in any corrupt and fraudulent practice. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of SSL and includes

collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive SSL of the benefits of free and open competition. SSL reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

SSL reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it becomes known that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

VIII. Award Notification

The SSL will award the contract to the successful bidder, out of the bidders who have responded to SSL's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, whose bid has been determined to be substantially responsive and gets highest score on Techno-commercial evaluation.

IX. Penalties for Delayed Implementation

The selected bidder shall adhere to the delivery timelines as mentioned in Section 4 of this RFP. For every 1-week delay in submission of the final deliverable (T+26 weeks), SSL will be entitled to impose penalty of 1% of Contract value subject to maximum penalty of 10% of PO value. If delay exceeds 10% of PO value, SSL reserves the right to terminate the contract. The selected bidder will be given an opportunity to explain the reasons for the delay in writing which will be reviewed and penalty will be imposed if the reasons are not found satisfactory.

X. Right to alter RFP:

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

General Terms & Conditions

1. The bidders have to quote all the items mentioned in the Commercial / financial bid.
2. The Tender shall be unconditional and any conditional/incomplete Tender shall not be accepted.
3. No escalation in rates on any account shall be permitted during the contract period.
4. No advance payment shall be released to the successful bidder.
5. The bidder will have to execute an Integrity pact with the Corporation. The format of the same is provided as Annexure 6. The bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory.

6. SSL interpretation regarding errors in particulars or typographical or clerical errors shall be final and binding on the Bidder.
7. The Vendor, who's tender, is finally accepted & approved, will have to execute the Contract documents with SSL or as may be decided by SSL from time to time.
8. SSL reserves the right to ask for any further details for arriving at a decision. SSL reserves the right to waive any minor deviation or omission.
9. The Corporation reserves the right to change / modify the format / draft of any items mentioned in the financial bid.

Termination of Contract

1. SSL reserves the right to terminate the contract without any compensation by giving the Bidder 30 day's prior notice & the Bank Guarantee will be invoked forthwith, if the performance of the Bidder is found to be unsatisfactory or not meeting Service Level Requirement at any point of time. Any decision in this regard of SSL shall be final, conclusive & binding on the Bidder.
2. The bidder agrees that in the event of termination of this agreement, the bidder shall continue to provide services in the same manner for the notice period. The bidder agrees to co-operate with SSL for the smooth transfer of the subject matter of this agreement to any other party appointed for the purpose by SSL.
3. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, SSL shall reserve the right to take any steps as are necessary, to ensure the business continuity.
4. Termination for Insolvency: SSL may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SSL.
5. Termination for Default: SSL without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part.

Dispute Resolution

1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:
 - 1.1. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within twenty-one (21) days of receipt of the notice.
 - 1.2. The matter will be referred for negotiation between Authorized Representative from SSL and Vendor/Contractor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

4. The provision under this section survives the contract.

Governing Law

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

Jurisdiction of Courts

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

Force Majeure

Neither the SSL nor the Bidder shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence, defined as "Force Majeure". For purposes of this clause, "Force Majeure" mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. The Party seeking to rely on Force Majeure shall promptly, within 5 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure. And, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and

implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

Each PARTY shall bear its own cost in relation to the force majeure occurrence. However, any failure or lapse on the part of the Bidder to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force Majeure, as set out above. If the duration of delay exceeds ninety (90) consecutive or one hundred eighty (180) cumulative days, SSL and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the SSL, shall be final and binding on the bidder.

List of Annexures

Annexure- 1 - Details of Bidder's Profile

(To be submitted along with technical bid on Company letter head)

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

Sl. No	Parameters	Response	
1	Name of the Firm/ Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please attach annexures for all states)		
6	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai(if any)		
7	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID		
8	Years of experience in providing Renewal and maintenance of Microsoft software licenses		
9	Financial parameters		
	Business Results (last three years)	Annual Turnover	Net Worth
		(Rs. in Crores)	(Rs. in Crores)
	2021-22		
	2022-23		
2023-24			
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)	

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

Dated this..... Day of 2024

(Signature)

(In the capacity of)

Annexure - 2 – Eligibility Criteria

Sl. No	Criteria	Documents to be submitted by Bidder
1	The Bidder should be a Corporate / LLP Firm / Government Institution and should have been incorporated under Companies Act, 1956 and subsequent amendments thereto.	Certificate of Incorporation / Registration certificate.
2	The Bidder must be a reputed and experienced Company operating in the field of IT Consultancy / IT Advisory practice for at least 5 years as on the date of submission of bid.	Self -Declaration by authorized signatory of the Bidder supported by copies of Client Work Order confirming year and area of activity.
3	The Bidder should be a profit-making company/ firm for the last three consecutive financial years (2023-24, 2022-23, 2021-22)	Audited financial statements
4	The Bidder should have an average annual turnover of at least INR 200 Crores for last three financial years as per the audited financial statements.	Audited financial statements
5	The Bidder should have a minimum number of 100 full time professional staff engaged in consulting /advisory services on their payroll	Self-declaration by authorized signatory of the Bidder.
6	The Bidder should have an office registered in India. One of its offices must be in MMR region to handle the project smoothly.	Self-declaration with address and contact details on letter-head.
7	The Bidder must have completed at least 2 similar consultancy assignments involving implementation of mobile app of Stock Broking company, preferably by integration with TCS BaNCS Trading software	Letter from customer / work order mentioning similar consultancy assignments.
8	The Bidder should not have been blacklisted/debarred by the Central Government/State Governments /Semi-Government departments /Regulatory Authorities/ Financial Institutions/ banks/ Public Sector Undertakings in India	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.

Note:

- a) All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
- b) Bidder response should be complete; Yes/No answer is not acceptable.
- c) Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SSL will not make any separate request for submission of such information.

Dated this..... Day of 2024

(Signature)

(In the capacity of)

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

Annexure – 3

Format for Unconditional Acceptance of Terms & Conditions of the RFP

(To be submitted on the Company's Letter Head)

Date:

To,
Stockholding Services Ltd.
SHCIL House, P-51, TTC Industrial Area,
MIDC, Mahape, Navi Mumbai - 400710

Ref: RFP for Consultancy Services for Mobile App Implementation

Ref RFP No:

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated for Stockholding Services Ltd. regarding Appointment of Consultancy Services for Mobile App Implementation.

Signature:

Name of the Authorized Person:

Designation:

Company Seal

Annexure - 4

Undertaking

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

To,
Stockholding Services Ltd.
SHCIL House, P-51, TTC Industrial Area,
MIDC, Mahape, Navi Mumbai - 400710

Ref: RFP for Consultancy Services for Mobile App Implementation

Ref RFP No:

We, _____ (name and designation) on behalf of _____ having its registered office at _____ have submitted a Bid proposal to Stockholding Services Ltd for _____ in response to the Request for Proposal (RFP) dated _____ issued by SSL.

1. We are duly authorized persons to submit this undertaking
2. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
3. We do not have any business relationship with Stockholding Services Ltd including its directors and officers which may result in any conflict of interest between us and Stockholding Services Ltd. We shall on occurrence of any such event immediately inform the concerned authorities of the same
4. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
5. We have provided all the necessary information and details as required by Stockholding Services Ltd and shall provide such additional information's may be required by Stockholding Services Ltd from time to time.
6. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
7. There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
8. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

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

10. It is further certified that we have not modified or deleted any text/matter in this RFP.

Signature

Name of the signatory

Designation

Mobile no.

Company Seal

Annexure – 5

Proposed Team Profile

Please provide Resource details for both Implementation Phase and Support Phase

Sr. No.	Name of proposed project manager / Team Leaders / Team Members	Position (PM/TL/TM)	Professional qualifications	Total years of experience	Number of areas of experience in similar projects *	Remarks, if any

*Please provide details about the projects undertaken including project scope, client name, team member's role and responsibilities on the Project etc.

Resource Person	Experience*	Remarks**
Project Manager	<p>More than 8 years of experience in similar implementations. Should have implemented at least 3 similar projects as project manager. The proposed Project Manager should have Management Consulting experience and should have experience in the following areas: Strategy Formulation, RFP Preparation, Vendor Evaluation & Selection, IT Project management, Cyber Security, Networking, Cloud Technology</p> <p>All past credentials for the individual will be counted irrespective whether the work done was in the existing organization or previous ones</p>	Mandatory
Solution Architect	<p>More than 8 years of experience in similar implementations. Should have implemented at least 3 similar projects as solution architect.</p>	Mandatory
Functional Consultant	<p>More than 6 years of experience in similar implementations. Should have implemented at least 2 similar project as functional consultant.</p>	Desirable
Team Members	<p>More than 4 years of experience in similar implementation. Should have implemented at least 1 similar project.</p>	Desirable

Place:

Date

Seal and signature of the bidder

Annexure-6

Integrity Pact

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

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

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on _____ day of the _____, between, on one hand, SSL, a company incorporated under Companies Act, 1956, with its Registered Office Plot No. P-51, T.T.C. Industrial Area, MIDC, Mahape, Navi Mumbai - 400 710 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, regulation economic use of resources and off fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

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

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

I. Commitment of the Principal / Buyer

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

II. Commitments of Counter Parties/Bidders

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

-
- / SSL for forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Principal / SSL.
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 / SSL 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/ SSL 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 SSL/ Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 9. The Bidder/ Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
 10. The Bidder/ Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/ SSL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder/ Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
 12. The Bidder/ Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 13. The Bidder/ Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
 14. If the Bidder/ Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder/ Counter Party, either directly or indirectly, is a relative of any of the official/ employee of Principal / SSL, or alternatively, if any relative of an official / employee of Principal/ SSL has financial interest/ stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder/ Counter Party at the time of filing of tender (RFP).
 15. The term `relative` for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
 16. The Bidder/ Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees/ officials of the Principal/ SSL
 17. The Bidder/ Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company/ Firm/ PSU/ Departments

in respect of any corrupt practices envisaged hereunder that could justify Bidder/ Counter Party exclusion from the Tender (RFP) Process.

18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder/ Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

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

1. If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / SSL 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 / SSL. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal/ SSL.
2. The Bidder / Contractor/ Counter Party accepts and undertake to respect and uphold the Principal/ SSL's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal/ SSL may take action for banning of business dealings/ holiday listing of the Bidder/ Counter Party/ Contractor as deemed fit by the Principal/ Owner / SSL.
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/ SSL 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/ SSL/ Owner under Law or the Contract or its established policies and laid down procedure, the Principal/ SSL/ 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 / SSL / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (RFP) Process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according the Article III, the Principal / SSL/ Owner apart from exercising any legal rights that may have accrued to the Principal / SSL / 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 / SSL 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 / SSL has substantive suspicion in this regard, the Principal / SSL / 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 Principal / SSL / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
2. The Principal / SSL / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / SSL 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 / SSL 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 / SSL / 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 Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of Rs.5 crore or more, the Principal / SSL / Owner will provide the IEM sufficient information about all the meetings amongst 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 /SSL 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, SSL. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / SSL and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, SSL Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO & MD, SSL has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word 'IEM' would include both singular and plural.

VII. Duration of the Integrity Pact (IP)

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

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the SSL / Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / SSL 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 / SSL)

(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.

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

Date:

To, StockHolding Services Limited (SSL)

Sub: RFP No: _____ dated _____ for New Mobile application

Dear Sir/Madam,

StockHolding Services Limited (SSL) hereby declares that SSL has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. 015/VG:/012-276469 (circular No. 05-01-22) dated 25.01.2022 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 tendering process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the SSL.

Yours faithfully,

For and on behalf of StockHolding Services Limited
(Authorized Signatory)