



## **REQUEST FOR PROPOSAL**

**For**

### **Brand Marketing & Business Development Advisory Services**

**RFP Ref. No: StockHolding / Brand Marketing & Business Development Advisory Services / 01**

**DATE: 09 June, 2017**

#### **DISCLAIMER**

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

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

## **Stock Holding Corporation of India Limited**

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## 1) Bid details and important dates

Sr. no	Important Particulars / Activities	Due Dates
1	Date of issue of RFP document (Web / Advertising)	<b>09/06/2017</b>
2	Last date for submission of queries	<b>13/06/2017</b> (only through email*)
3	Date and time of Pre-Bid Meeting	<b>15/06/2017</b> ( between <b>1000</b> hours to <b>1700</b> hours)
4	Last date for submission of Technical and Commercial Bids (refer to Clause 7)	<b>20/06/2017</b> up to <b>1700</b> hours
5	Opening of Technical Bids	<b>22/06/2017</b> (between 1500 to 1700 hours)
6	Opening of Commercial Bids	<b>27/06/2017</b> (between 1500 hours to 1700 hours)
7	Announcement of Selected Bidder	<b>03/07/2017</b>
	<u>Contact Person and Email Id</u>	<b>Senior Manager - Marketing</b> <a href="mailto:rfpmktg@stockholding.com">rfpmktg@stockholding.com</a>
	<u>Address for –</u> 1) Pre-bid meeting 2) Submission of Bids 3) Opening of Bids	<b>Stock Holding Corporation of India Ltd.</b> 301, Penninsula Center Point Dr. B. Ambedkar Road, Parel, Mumbai – 400012, Phone- 61778500

## 2) Introduction and background:

Stock Holding Corporation of India Ltd (herein after known as *StockHolding*) was incorporated as a Public Limited Company in 1986. *StockHolding* is promoted by leading Financial Institutions and Insurance Majors such as Industrial Financial Corporation of India (IFCI), Specified Undertaking of Unit Trust of India (SU-UTI), Life Insurance Corporation of India (LIC), General Insurance Corporation (GIC), New India Assurance (NIA), National Insurance Company Limited (NICTL), The Oriental Insurance Company Limited (TOICL) and United India Insurance Company (UIC), all leaders in their respective field of business.

*StockHolding* is a Government Company being a subsidiary of IFCI. *StockHolding* is recognized as a leading organisation providing Capital Market & Financial services to institutional clients and retail clients for over 29 years through itself and its two wholly



owned subsidiaries. *StockHolding* has Pan India network of 187 branches spread across more than 150 cities/towns.

*StockHolding's* Retail services include Demat, Broking, e-Stamping, Third Party Products distribution of Investment Products such as Mutual Funds, Fixed Deposits, Bonds, NCDs and IPOs, Corporate Insurance Agency and Gold/Bullion Services. *StockHolding* is also a Point of Presence (PoP) for National Pension System (NPS).

Institutional Services include Custody and Document Management Services.

### **3) Objective of RFP:**

3.1 *StockHolding* invites proposals from interested firms for selection of a Marketing Consultant who shall assist *StockHolding* in Brand Marketing and Business Advisory Services as per the scope of work specified below:-

### **4) Scope of Work - Following services are needed to be delivered:**

#### **4.1 Brand Marketing & Media Strategy for:**

- Brand Building and Nurturing
- Creation of sub-brands and their Positioning
- Media Planning for Advertising and Corporate Communications
- Market Research
- Market Segmentation
- Corporate Branding & Image Building

#### **4.2 Business Development Advisory Services for:**

- Marketing Plan
- Product Planning & Product Portfolio Review
- Pricing Plans
- Customer Experience & Need Assessment
- Sales & Distribution Strategy
- Promotion Strategy
- Marketing Organisation Structure
- Sales Structure & Sales Management
- Franchising
- Institutional Sales
- Key Account Management

**4.3 Key Allied Services** to be offered additionally (through same company or Associate Companies)

- Managing Digital and Social Media Strategy
- Training Support at all levels for Business development in the organization (as and when required)

**5) Eligibility Criteria**

Only those bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria are liable to be rejected. StockHolding reserves the right to interpret the documents / proof of eligibility submitted by the bidders and may choose to accept / reject the proof of eligibility or may also call for further clarification with respect to any documents submitted by the bidder. The experience and expertise of the bidder, and Bidder's compliance with all these requirements must be substantiated with relevant and credible documentary proof.

Sr. No.	Clause	Document(s) Required
5.1	The bidder should be a registered firm / company in India.	Registration Certificate / Certificate of incorporation
5.2	The Bidder should preferably be a profit making firm for the last three financial years with an annual turnover of Rs.5 crores in each of the last 3 years. Audited balance sheet & Profit & Loss accounts for the last 3 years to be furnished by the bidder.	Copy of the audited profit and loss account of the consultancy firm/ company (consolidated for last three years).
5.3	The Bidder should have expertise of a minimum of 10 years preceding the Proposal Due Date in the Scope of Work outlined above.	The bidder should provide testimonials, awards, industry recognitions and any such other credentials highlighting the expertise and experience .
5.4	The bidder should ensure that all IP Rights of all marketing contents, strategies, know-how and processes developed in this regard as well as IP Rights , copy rights of similar or corresponding	Should give an undertaking to submit duly signed IP Assignment letters to StockHolding if selected in the RFP bidding process.

	nature shall vest with StockHolding.	
5.5	Personal Involvement of the Owner / Proprietor. He should be available and present for every meeting / interaction and for consultation for any issues covering the scope of work, any time during the period of contract.	The bidder should give an undertaking to that effect.
5.6	The Consultant must ensure a minimum of 2 meetings every month at a time and venue as per StockHolding's convenience. After each such meeting, the Minutes and Service Reports must be made within a maximum of 3 working days.	The bidder should give an undertaking to that effect.
5.7	The Consultant should be based in Mumbai	Registration Certificate / Certificate of incorporation
5.8	The Consultant should have experience of working in Tier 2 and Tier 3 markets Pan India and should be well connected with media and should be able to introduce StockHolding to Media Houses, without having any financial association.	The bidder should provide a self-declaration to that effect and may furnish testimonials / credentials, if available.
5.9	Should not be engaged currently with other companies having similar nature of business as StockHolding	The bidder should give an undertaking to that effect.

5.10	Must have previous experience of Consultancy in BFSI sector	The Bidder preferably should submit letter from BFSI Sector Company acknowledging their works.
5.11	The Bidder must indicate the number of years he can provide Consultancy without increasing his fees	The bidder should give an undertaking to that effect.
5.12	The Bidder should undertake not to charge any additional fee for any new product / (s) or services launched by StockHolding in future	The bidder should give an undertaking to that effect.
5.13	The bidder should not be blacklisted by any Central / State Govt. depts./Public Sector Banks / Financial Institutions in India.	The Bidder should submit a certificate from Authorized Signatory / Company Secretary / External Auditor to this effect.

## 6) Clarifications regarding RFP Document:

Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, gap(s) 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 email to [rfpmktg@stockholding.com](mailto:rfpmktg@stockholding.com)

*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 bidders, modify this RFP Document.
- All bidders shall refer such amendments, if any, in the revised RFP document to be available on *StockHolding* website and all such amendment(s) shall be binding on them
- *StockHolding* reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on *StockHolding*.



- *StockHolding* reserves the right to amend / modify/ alter / cancel / postpone / pre-pone the RFP without assigning any reasons
- The offer once made to *StockHolding* cannot be altered / modified by the bidder under any situation and is valid for a period of 3 years.
- The submission and receipt of proposals from bidders does not obligate *StockHolding* in any way to award the business or contract.
- *StockHolding* shall not be liable for any costs incurred by bidders in the preparation, presentation or any other aspect of the proposals received by reason of this request, nor is *StockHolding* obligated to negotiate separately with any sources whatsoever in any manner necessary to serve bidder's best interests.
- *StockHolding* makes no representation, implied or express, that it will accept and approve any proposal submitted.
- Award of contract, if made will be based upon a comprehensive review and analysis of each proposal. The bidders shall abide by the decision of *StockHolding*.
- Award of contract made after the RFP bidding process, to the selected bidder, would be valid upto 3 years.
- *StockHolding* reserves the rights to alter/delete some requirements specified in this offer, when finalizing its requirements.

## **7) Submission of Bid:**

The “Technical” and “Financial” proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in this document.

7.1 The first envelope marked “Technical Proposal” should include all documents to satisfy the set Eligibility Conditions and to demonstrate competencies for the Scope of Work outlined along with a write-up not exceeding 3 Pages for evaluation as mentioned in point 8.2

The Bidder should also ensure the following:

- The first envelope should not contain any Financial Information whatsoever.
- All sets of responses of the Technical Proposal should also have soft copy submitted in a Pen drive/CD.
- All the relevant pages of the proposal are to be numbered and signed by an authorized signatory.

7.2 The second envelope marked “Financial Proposal” must also be sealed and initialled across the seal.



7.3 Both the sealed envelopes should be placed in another sealed cover.

## 8) Evaluation and Selection

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

The information provided by the bidders in response to this RFP document will become the property of *StockHolding*.

**8.1 Opening of Proposal:** The Technical proposal (first envelope) will be opened in presence of the bidder or his authorized representative who may choose to be present. It may please be noted that the second envelope containing the Financial Proposal will not be opened until evaluation of Technical Proposal has been completed and approved by competent authority.

**8.2 Evaluation Process:** A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of financial proposals. The technical proposals will be evaluated using the following criteria by an Evaluation Committee comprising of either internal members or external members or both.

Sr. No.	Technical Parameters	Marks
1	Profile and Track Record	20%
2	Processes and Approach to enhance Business Development and gain Market Share	20%
3	Content Development and Creative Innovation	20%
4	Media Strategy and Road Map	20%
5	Social Media Strategy and Execution	20%
	<b>TOTAL</b>	<b>100%</b>

***The Bidder should submit a write-up on the above mentioned points not exceeding 3 pages for evaluation by a Committee constituted by StockHolding for this purpose. (Supporting information or credentials may be provided as separate Annexure sheets).***

8.3 Bidders whose proposals did not meet the minimum qualifying points will be intimated by StockHolding. StockHolding shall also simultaneously notify the bidders who have secured the minimum qualifying mark, to attend opening of the Financial Proposals. The notification may be sent by registered letter or electronic mail.

8.4 Only Technical proposals scoring (St) not less than 65% of the total points will only be considered for further evaluation.

8.5 The Financial Proposals shall be opened in the presence of the bidders or their representatives who choose to attend. The name of the bidders and their offered prices shall be read aloud and recorded /minutes when the Proposals are opened.

8.6 The lowest Financial Proposal (Fi) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as  $Sf = 100 \times Fi / F$  in which Sf is the financial score, Fi is the lowest price offer and F is the price offer of the proposal under consideration.

8.7 Final ranking – Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T=0.60 and P=0.40)  $S = St \times T\% + Sf \times P\%$ . The bidder securing the highest combined technical and financial score will be selected.

**Note:**

- 1) StockHolding may at its absolute discretion reject or accept any / all Bid(s) or cancel the Bidding Process. *StockHolding* is not bound to accept any Bid that it may receive pursuant to the RFP.



- 2) *StockHolding* reserves the right to accept even if a single bid is received which adheres to the minimum eligibility criteria and the bidding process would be deemed as complete.

After selection, a Letter of Award (“LOA”) shall be issued in duplicate, by *StockHolding* to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate

## **9 ) Rejection of Bid**

*StockHolding* reserves the right to reject the Bid if,

- The Bid is incomplete as per the RFP requirements
- Any condition stated by the Bidder is not acceptable to *StockHolding*
- If the RFP and any of the terms and conditions stipulated in this document are not accepted by the Bidder
- Required information is not submitted as per the format given
- Any information submitted by the Bidder is found to be untrue / fake / false
- The Bidder does not provide, within the time specified by *StockHolding*, the supplementary information / clarification sought by *StockHolding* for evaluation of the Bid.

Proposals received after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected

*StockHolding* reserves the right to modify or terminate this RFP at any time prior to the execution of a definitive contract. *StockHolding* may also reject any and all bids without providing reason or justification for such rejection or to not award a contract as a result of this RFP

*StockHolding* shall be under no obligation to accept the lowest or any other offer received in response to this RFP. *StockHolding* further reserves the right to reject any or all offers based on its own evaluation of the offers on the basis of capabilities, track records and other similar credentials of the bidder. When *StockHolding* makes any such rejection, *StockHolding* will not be bound to give any reason and/or justification in this regard to the bidder.

**10) Payment Terms:** Will be made on Monthly Retainership basis which would not be increased upto a minimum of 3 years.



**11) Integrity Pact & Service Level Agreement:** The successful bidder will have to enter into an Integrity Pact with StockHolding. The format for the Integrity Pact is provided as Annexure 1.

Upon acceptance of the offer by StockHolding, the bidder shall sign an agreement with StockHolding comprising– Service Level Agreement, Integrity Pact (Annexure 1) and the Scope of work. The contract would come into existence only upon signing of the agreement. The tenure of the agreement would be upto 3 years. The terms and conditions of the RFP, including the specifications and the completed proposal shall become part of the final Contract ("Contract") between StockHolding and the selected bidder.

**Confidentiality Provision:** The information provided by StockHolding in connection with this RFP, are to be treated by bidder as strictly confidential and proprietary



## Schedule1

### Covering Letter for Proposal submission

(To be submitted on Company Letter head)

Date:

To:

Stock Holding Corporation of India Ltd.  
Center Point, Unit No - 301, 3rd Floor,  
Dr. B. Ambedkar Road, Parel,  
Mumbai – 400012

Dear Sir,

#### **Sub: RFP for Brand Marketing & Business Development Advisory Services.**

We, the undersigned are duly authorized to represent and act on behalf of [insert] ("**Bidder**") in terms of the enclosed Board resolution.

Having reviewed and fully understood all information provided in the RFP Document dated (*Insert*) issued by StockHolding, we [**Bidder Name**] are hereby submitting our Bid.

Our Bid is unconditional, valid and open for acceptance by StockHolding upto until 180 days from the last date of submission of the RFP.

We undertake that we shall make available to StockHolding any additional information clarification it may find necessary or require to supplement or authenticate the Bid.

We hereby agree, undertake and declare as under:

- In the event that StockHolding discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid.
- We undertake that in case there is any change in facts or circumstances during the Bidding process, and we are being disqualified in terms of the RFP, we shall intimate StockHolding of the same immediately.
- We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any bidding process in the past five years.
- We confirm that StockHolding and its authorized representatives are hereby authorized to conduct any inquiry or investigation to verify the veracity of the statements, documents, and information submitted in connection with this Bid and to seek clarifications from our advisors and clients regarding any financial and service aspects.
- We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by StockHolding in connection with the selection of



the Bidder or in connection with the Bidding process, in respect of the above mentioned Proposed Tie-up and the terms and implementation thereof.

We understand that:

- All information submitted under this Bid shall remain binding upon us.
- StockHolding may in their absolute discretion reject or accept any Bid or cancel the Bidding Process.
- StockHolding has the right to reject our Bid without assigning any reason
- StockHolding is not bound to accept any Bid that it may receive pursuant to the RFP.

We acknowledge that StockHolding will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders and we declare that all statements made by us and all the information pursuant to this letter are complete, true and accurate to the best of our knowledge and belief.

We hereby unconditionally undertake and commit to comply with the timelines as specified in terms of the RFP or as extended by StockHolding from time to time at its sole discretion.

This Bid shall be governed by and construed in all respects according to the laws of India. Courts in Mumbai, shall have exclusive jurisdiction in relation to any dispute arising from the RFP, this Bid and the Bid process.

Name of the Bidder

Signature of the Authorized Person

Date

Name of the Authorized Person

Company rubber stamp/seal

## Schedule 2

### Details of the Bidder Profile

(To be submitted 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.				
<b>Bidder Profile</b>				
S.No	Parameters	Details furnished by the bidder		Details of proof submitted
1.	Name of the firm/Company			
2.	Year of establishment			
3.	Names of the Partners/Directors			
	<b>Addresses</b>			
	<b>Head Office</b>			
4.	Contact person			
	<b>a) Name</b>			
	<b>b) Telephone number</b>			
	<b>c) E-mail ID.</b>			
5.	Financial parameters of bidder			
	<b>Business Results</b>	Turn over	Profit	
	<b>Previous Year FY (Y1)</b>			
	<b>Y1 minus 1</b>			
	<b>Y1 minus 2</b>			
	<b>(Only company figures need to be mentioned. Not to include group figures)</b>	<b>(Mention the above amount in INR only)</b>		



6.	Details of the similar assignments executed by the bidder		
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Details filled in this form must be accompanied by sufficient documentary evidence, in order to facilitate *StockHolding* to verify the correctness of the information.

Place:

Date:

Signature of authorized official, designation and stamp





### Schedule 3

#### Compliance Statement\_(To be submitted on Company Letter head)

**Subject: RFP for Consultant for Brand Marketing & Business Development Advisory Services**

**Ref.No: StockHolding / Brand Marketing & Business Development Advisory Services /01  
Dated 08<sup>th</sup> June, 2017**

#### **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 subject RFP.

Item / Clause of the RFP	Compliance (yes/ no)	Remarks/Deviations (if any)
Objective of the RFP		
Scope of Work		
Clarification to RFP Document		
Bid Validity		
Right to alter RFP		
Technical and Commercial Proposals		
Annexures in the RFP		
Evaluation Process		
Payment Terms		
Compliance Requirements		
Resolution of Disputes		
Integrity Pact		
All other General Terms & Conditions in the RFP		

(If left blank it will be construed that there is no deviation from the specifications given in the RFP).

Date

Signature with seal

Name & Designation :



**Annexure 1**

**INTEGRITY PACT FORMAT**

**(TO BE SIGNED AND SUBMITTED ONLY BY THE SUCCESSFUL BIDDER ON  
PLAIN PAPER)**

( \_\_\_\_\_ Name of the Department / Office) Tender  
No. \_\_\_\_\_ for \_\_\_\_\_

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on \_\_\_\_ day of \_\_\_\_ 2017, between, on one hand, Stock Holding Corporation of India Ltd., a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. B R Ambedkar Road, Parel, Mumbai – 400012 , acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And** M/s. \_\_\_\_\_

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

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

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Bid 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 and 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 Bid 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 Bid Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Bid Process or the Contract execution.

c) The Principal / Owner shall endeavor to exclude from the Bid process any person, whose conduct in the past been of biased nature.

2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption



Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / StockHolding will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Bid Process and during the Contract execution.
2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / StockHolding or otherwise in procurement the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal / StockHolding for forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Principal / StockHolding.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / StockHolding that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its



functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

7. The Bidder / Counter Party, 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.

8. 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.

9. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

10. 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 undertake to exercise due and adequate care lest any such information is divulged.

11. 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.

12. 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.

13. 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 Bid.

14. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.



15. 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

16. 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 Bid Process.

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

### **III. Disqualification from Bid Process and exclusion from Future Contracts**

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / StockHolding is entitled to disqualify the Bidder / Counter Party / Contractor from the Bid Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / StockHolding. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / StockHolding.

2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding 's absolute right to resort to and impose such exclusion.

3. Apart from the above, the Principal / StockHolding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / StockHolding.

4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ StockHolding may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

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

1. 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 sub-contractors / sub-vendors.

2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.

3. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / StockHolding and the Bidder/Counter Parties, along with the Bidder or violate its provisions at any stage of the Bid process, from the Bid process.

(For and on behalf of Principal / Owner / StockHolding

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(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.