

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



RFP Reference Number: CPCM-33/2025-26

Date: 10-Mar-2026

GeM Reference No. - GEM/2026/B/7340414

Request for Proposal (RFP) for Appointment of Consultant for GST on Retainership basis at StockHolding

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 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 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.

RFP Document Details

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	CPCM-33/2025-26
3	Requirement	Request for Proposal (RFP) for Appointment of Consultant for GST on Retainership basis at StockHolding
4	Interest free Earnest Money Deposit (EMD) [*]	Rs.3,00,000/- (Indian Rupees Three Lakhs only) to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT/BG/FDR on StockHolding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004. Please share the UTR or other details to us on below mentioned email address immediately after transferring EMD in StockHolding account. Bidders registered under Micro, Small Enterprises (MSE) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.
5	Email Id for queries up to Pre-Bid Meet	CPCM@stockholding.com
6	Date of Issue of RFP Document	10-Mar-2026
7	Date, Time and place for online Pre-bid meeting	16-Mar-2026 03:00 PM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 16-Mar-2026 01:00 PM
8	Last Date for submission of pre-bid queries	16-Mar-2026
9	Last Date for Submission of Online Bid	23-Mar-2026 01:00 PM
10	Date of opening bid	23-Mar-2026 01:30 PM

This bid document is not transferable.

StockHolding reserves the right to modify/update activities/ dates as per requirements of the process.

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SUBMISSION OF PROPOSAL

StockHolding invites e-tender through GeM Portal, in two bid system (Eligibility/Technical and Commercial bid) from potential Bidders/ Reputed Institutions / Professional Firms for appointment of GST on retainership basis.

The RFP is intended to engage professional services for ensuring compliance with Goods and Services Tax laws and regulations.

Submission of Bids:

1. The required documents for Eligibility Criteria, Commercial Bid must be submitted (uploaded) online on GeM portal. Eligibility Criteria and Commercial Bid should be complete in all respects and contain all information asked for in this RFP document
2. The offer should be valid for a period of at least **90 days** from the date of submission of bid.
3. The Bidder shall fulfil all statutory requirements as described by the law and Government notices. The Bidder shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify StockHolding against all such liabilities, which are likely to arise out of the agency's failure to fulfil such statutory obligations.
4. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document(s). Failure to furnish all information required as mentioned in the RFP document(s) or submission of a proposal not substantially responsive to the RFP document(s) in every respect will be at the bidder's risk and may result in rejection of the proposal.
5. Delayed and/or incomplete bid shall not be considered.
6. There may not be any extension(s) to the last date of online submission of Eligibility Criteria details and commercial Price bids. This will be at the sole discretion of StockHolding.

Invitation for bids:

This "Invitation for bid" is meant for the exclusive purpose of "Selection of Consultant for appointment of GST on Retainership basis at StockHolding" as per the terms, conditions, and specifications indicated in this RFP and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions, and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with the full understanding of its Implications. The Bid should be precise, complete with all details required as per this RFP document. Failure to furnish all information required by this RFP or is submission of Bid, not as per RFP requirements will be at the bidder's risk and may result in rejection of the bid and the decision of StockHolding in this regard will be final and conclusive and binding.

Cost of Bidding:

The bidder shall bear all costs associated with the preparation & submission of its bid and StockHolding will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Contents of this RFP Document:

The requirements, bidding procedure, general terms & conditions are prescribed in this RFP document with various sections

- a) Bidder Details – Annexure 1
- b) Format for Eligibility Criteria – Annexure 2
- c) Format for Technical Criteria – Annexure 3
- d) Format for Commercial Price Bid– Annexure 4
- e) Response to Eligibility Criteria – Annexure 5
- f) List of Registrations –Annexure 6
- g) Integrity Pact (Text) – Annexure 7
- h) Covering Letter of Integrity Pact – Annexure 8
- i) Compliance Statement – Annexure 9
- j) Format of Bank Guarantee – Annexure 10
- k) Format of Non-Disclosure Agreement – Annexure 11

Clarifications regarding RFP Document:

- a) 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, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to StockHolding for necessary clarifications.
- b) A bidder requiring any clarification for their queries on this RFP may be obtained via email to CPCM@stockholding.com
- c) StockHolding shall not be responsible for any external agency delays.
- d) StockHolding reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
- e) 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.
- f) 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.
- g) StockHolding reserves the right to amend / cancel / postpone / pre-pone the RFP without assigning any reasons.
- h) It may be noted that notice regarding corrigendum/addendums/amendments/response to bidder's queries etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP. No other intimation will be given by StockHolding.

Validity of offer: The offer should remain valid for a period of at least **90 days** from the date of bid submission.

EVALUATION METHODOLOGY AND CRITERIA

Evaluation of Bids:

StockHolding will evaluate the bid submitted by the bidders under this RFP. The Bidder needs to comply with all the Eligibility criteria as mentioned in the RFP to be evaluated against evaluation criteria. 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. Bidders who qualify in Eligibility evaluation will be eligible for Commercial bid evaluation.

StockHolding may accept or reject the offer without assigning any reason what so ever at any stage of bid evaluation.

The bidder is required to comply with the requirement mentioned in the RFP. Non-compliance to this may lead to disqualification of a bidder, which would be at the discretion of StockHolding.

Evaluation Methodology:

- 1) Bidder(s) are expected to mandatorily submit Eligibility, Technical and Commercial Bids
- 2) Non-submission of either of the Eligibility, Technical or Commercial Bids will lead to direct cancellation of the Bidder participation in the selection process.
- 3) Conditional bids shall be summarily rejected.
- 4) StockHolding will complete the Eligibility and Technical Evaluation and inform the selected bidders who have qualified for the Commercial Bids. All Bidders are expected to visit the Tender section of the company website to know the results.
- 5) Post opening of Commercial Bids –Bidders in the Rank of H1 bidder will be announced.
- 6) Apart from the mentioned Technical and Commercial Criteria, all bidders need to submit mandatory documentation as a part of their proposal as mentioned in the Annexures. Failure in providing the mandatory documents would also result in disqualification of the bidder.

Eligibility Criteria

The purpose of this section is for bidders to provide information to demonstrate to StockHolding that its services offering satisfy StockHolding's requirements. The bidder should also demonstrate that it has the financial organizational infrastructure to fulfil the fundamental requirements set out in this RFP. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria, may not receive further consideration during the evaluation process. A complete listing of the specific bid evaluation criteria is given below.

Eligibility Criteria Evaluation (Stage 1)

The bidder meeting the Eligibility Criteria as per **Annexure 2** will be considered for Technical evaluation. Any credential/supporting detail mentioned in "Annexure 2 – Eligibility Criteria" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

Sr. No.	Eligibility Criteria	Documents to be submitted (Duly attested)
1.	The Bidder should be a registered as a Partnership Firm / LLP / Company/ Private Organization in India and should have more than 15 years standing in practice	<p>A. If bidder is a registered Company, Copy of Certificate of Incorporation issued by the Registrar of Companies; OR OR If Bidder is Partnership firm or LLP, Copy of Registration of Partnership Deed; and</p> <p>B. Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory for experience. Details of offices should be submitted on bidder's letterhead.</p>
2.	The Bidder should have minimum 5 years of standing in practice in Goods and Services tax as on RFP date	<p>Copy of Purchase Order / Work Order/MSA need to be submitted And Work Completion Certificate / Client Satisfactory Certificate need to be submitted</p>
3.	The bidder must have a minimum average annual turnover of ₹1.20 Crores during the audited financial years 2022-23, 2023- 24, 2024-25.	Copy of the audited Balance Sheet / Certificate of the Chartered Accountant for preceding three years.
4.	Bidder should have Positive Net worth (minimum ₹30 Lakhs) for each of the last 03 (three) audited financial years 2022-23, 2023- 24, 2024-25.	Copy of the audited Balance Sheet / Certificate of the Chartered Accountant specifying net worth.
5.	<p>Bidder should have experience in similar nature of work for at least – 03 (Three) works each costing not less than ₹24 lakhs. OR 02 (Two) works each costing not less than of ₹30 lakhs. OR 01 (One) work of ₹48 lakhs during the last 05 (five) years with any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations. The successful completion certificate</p>	<p>Copy of Purchase Order / Work Order/MSA And Completion certificate/Client Satisfactory Certificate need to be submitted</p>

	issued by client should contain date of start, date of completion, value on completion of work etc. Please Note: "The work orders issued by one company for its multiple locations shall be treated as a single work order".	
6.	The Bidder should have a minimum of 10 partners.	Resume of the partners giving the brief details of relevant experience with membership no. and other relevant documents
7.	The Lead Partner, under whose supervision the assignment of StockHolding will be carried out should have a minimum post qualification experience of at least 10 years in full time practice out of which at least 5 years in GST and at least 3 years in Service Tax.	Relevant documents and Undertaking on letterhead to be submitted
8.	The Lead Partner and the Bidder should not have been blacklisted/ put on any negative list by any Government Department, PSU or PSB during last 3 years.	Self-declaration on Bidders' Company Letter Head
9.	The Bidder should have provided GST retainership services in FY 2024-25 to at least 3 clients/companies with the revenue/turnover of Rs.400 Cr. in BFSI sector (excluding StockHolding).	Relevant work order/appointment letter to be submitted
10.	The Consulting firm should have in-house capability to take up assignment on their own. Joint and collaborative bids or sub-contracting will not be accepted.	Self-declaration on Bidders' Company Letter Head
11.	The bidder should have an in-house digital tool for handling GST compliances which should be owned by the bidder	Relevant declaration on letter head of company/ license document
12.	The bidder should have local office in Mumbai	Details of the bidder's office with valid GST registration at Mumbai
13.	The Bidder to submit Signed & Stamped Integrity Pact as per Annexure - 5	Signed and Stamped Integrity pact by authorized signatory of Bidder

Technical Bid Evaluation (Stage 2)

The Technical bids of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. *StockHolding* may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. 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 the *StockHolding*.

Technical Criteria

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the bid technically qualifies to the requirements set forth in the RFP.

Only bids that have cleared the Eligibility Criteria shall be evaluated for Technical Criteria. In the second stage, technical bids will be evaluated, and a technical score would be arrived at. In third stage, the commercial bids would be opened for only those bidders who have scored at least 60% in the technical evaluation.

The technical evaluation would be carried out based on the undermentioned parameters :

Evaluation Criteria	Sub-Criteria	Scoring Criteria	Max Marks
Team: Composition, Qualification & Size	No. of partners/ directors in India	<10: Nil Point 10: 1 Points 11 – 15: 2 Points 16 – 20: 3 Points 21 – 30: 4 Points >30: 5 Points	5
	Experience of lead partner as full-time partner as on 31.12.2025 (in years)	<10 years: Nil Point 10 years: 1 Point 11 years – 15 years: 2 Points 16 years – 20 years: 3 Points 21 years – 30 years: 4 Points >30 years: 5 Points	5
	Experience of lead partner in GST (in years)	<5 years: Nil Point 5 years – 6 years: 2 Points 7 years – 8 years: 3 Points >8 years: 5 Points	5
	Experience of lead partner in service tax (in years)	<3 years: Nil Point 3 years – 5 years: 2 Points 6 years – 8 years: 3 Points >8 years: 5 Points	5

Evaluation Criteria	Sub-Criteria	Scoring Criteria	Max Marks
	GST Team of experienced and qualified chartered accountants (Submit profile of Team)	<=3 members: Nil Point 4 - 5 members: 1 Point 5 – 8 members: 2 Points 8 – 11 members: 3 Points 11 – 14 members: 4 Points >14 members: 5 Points	5
	GST Team of experienced and semi-qualified chartered accountants (Submit profile of Team)	<=3 members: Nil Point 4 - 5 members: 1 Point 5 – 7 members: 2 Points 7 – 9 members: 3 Points 9 – 11 members: 4 Points >11 members: 5 Points	5
Sub-total			30
Firm: Existence, presence, financial performance and clientele	No. of years, the firm is in existence (in years)	<15 years: Nil Point 15 years: 2 Points 16 years – 25 years: 4 Points 26 years – 35 years: 6 Points 36 years – 45 years: 8 Points >45 years: 10 Points	10
	Bidder's own presence in states of India	1 state: Nil Point 2 states – 3 states: 2 Points 4 states – 5 states: 4 Points 6 states – 7 states: 6 Points 8 states – 9 states: 8 Points >9 states: 10 Points	10
	Average annual financial turnover (from practice) in the last three financial years i.e. 2022-23 to 2024-25	<= Rs. 1.2 crores: Nil Point > Rs.1.2 Cr but < Rs.8 Cr: 2 Points > Rs.8 Cr but < Rs.15 Cr: 4 Points > Rs.15 Cr but < Rs.25 Cr: 6 Points > Rs.25 Cr but < Rs.40 Cr: 8 Points >Rs.40 Cr: 10 Points	10
	GST retainership services of Companies (excluding StockHolding) having a turnover of Rs. 400 crore, in the last 3 years in BFSI sector (in no.)	<3: Nil Point 3 - 5: 2 Points 6 – 8: 4Points 9 – 11: 6 Points 12 – 14: 8 Points >14: 10 Points	10
	Sub-total		

Evaluation Criteria	Sub-Criteria	Scoring Criteria	Max Marks
Presentation by lead partner	Based on: 1) Background of the firm - 2 Marks 2) Areas of expertise - 2 marks 3) Past and present clientele in BFSI sector - 3 marks 4) Proposed solutions and methodology for completion of the assignment as per stipulated timelines - 4 Marks 5) Proposed solutions/tools to be used - 4 Marks 6) Proposed turnaround time - 4 Marks 7) Past engagement with SHCIL and its subsidiaries, if any - 1 Marks	Presentation as given	20
	8) Clarity, articulation, and professionalism in presenting the technical bid - 6 Marks 9) Response to queries - 4 Marks		10
	Sub-total		30
Total Technical Score			100

Scoring Methodology

Note:

- The bidder is required to provide documentary evidence for each of the above criteria.
- StockHolding shall verify the credentials submitted with the respective issuer and understand the credentials claimed for the purpose of evaluation and awarding marks.
- The bidder to submit appropriate credentials [other than self- certification] in respect of each of the item.
- The technical score will be allotted by StockHolding to each bidder against each section and will be considered final. Cumulative score of 60 marks in the Technical evaluation needs to be achieved.

Commercial Bid Evaluation (Stage 3)

The Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened.

Best Value Bid Determination and Final Evaluation (Stage 4)

A composite score shall be calculated for those bidders whose bids are found to be in order.

The weightage for the composite evaluation is as described below:

- a. Technical – 70%
- b. Commercial – 30%

For Quality and Cost based Evaluation (QCBS), the following formula will be used for evaluation of the bids

$$Bn = 0.7 * (Tn/Thigh * 100) + 0.3 * (Cmin/Cb * 100)$$

Where;

Bn = Overall score of bidder under consideration

Tn = Technical score for the bidder under consideration

Thigh = Highest Technical score achieved against criteria among all eligible bids

Cb = Evaluated Bid Cost (as calculated above) for the bidder under consideration

Cmin = Lowest Evaluated Bid Cost (as calculated above) among the financial proposals under consideration.

Award of Work:

1. The successful bidder will enter into a contract or Master Services Agreement (MSA) that outlines the terms and conditions specific to the delivery of the underlying service, following the issuance of the Letter of Intent (LOI) or Purchase Order (PO).

REQUIREMENT

Objective of RFP

This Request for Proposal (RFP) comprises of RFP for appointment of GST retainership. The RFP is intended to engage professional services for ensuring compliance with Goods and Services Tax laws and regulations.

The retainership will encompass all activities required under GST, including advisory, compliance, representation, and reporting, with strict adherence to statutory timelines. Drafts of submissions, reports, and filings are to be shared sufficiently in advance as mentioned in this RFP, prior to the respective deadlines to allow for adequate review and finalization. The scope of this retainership is designed as a consolidated framework to cover all GST-related assignments (except annual audit), ensuring timely compliance, proactive management of changes in law, and seamless execution of responsibilities.

This RFP emphasizes accuracy, timeliness, and regulatory compliance, ensuring that the Company's GST obligations are met efficiently while minimizing the risk of notices, penalties, or disputes and ensuring timely utilization of Input Tax Credit.

Coverage

- a. All GST registrations including Gift City Branch (excluding Lakshadweep, Nagaland, Mizoram, Ladakh and Sikkim). List of registrations is attached as Annexure 6 of the RFP document.
- b. ISD registration is centralized in Maharashtra. Few more registrations may be required as per business needs in future.

Scope of Work

The Scope of Work is in two parts – First is “Compliance & Return Filing” (listed under **section 3.1**) and second is “All intimations, Appeals & Representation” (listed under **section 3.2**).

1.1 Compliance & Return Filing

1. Compliance of GST Provisions, validation of Tax Liability and Monthly/Quarterly Returns

Preparation and filing of GSTR-1 (outward supplies) and GSTR-3B (summary return) for all existing/ future GSTINs by EVC or DSC in stipulated timelines - Calculation, review, appropriation of taxes, interest and late fees (if any) and validation of monthly liabilities viz GST, GST-TDS, considering all applicable changes in law from time to time, which includes the following:

- a. Verification of all sales invoices, debit/credit notes, and adjustments.
- b. Reconciliation of the sales register with the e-invoicing report downloaded from the GST

portal and Bifurcation of data by dividing the Sales Register into B2B, B2CL, B2CS, Debit Note, Credit Note, Amendments etc.

- c. Examination of GST implications on all outward transactions, including identification of exempt, nil-rated and non-GST supplies and guiding the Company, well ahead of regulatory timelines.
- d. Review and analysis of all reverse charge transactions (RCM) invoices based on the nature of transactions.
- e. Summary of HSN data after review and verification of HSN codes and GST rates.
- f. Under ISD, verification of whether input tax credit (ITC) on common services has been correctly received, recorded, and proportionately distributed to the respective branches/states.
- g. Analysis of vendor's services, segregation of vendors to be considered for ISD and manner of distribution under ISD.
- h. Verification that only service-related invoices are routed through ISD (not goods or capital goods).
- i. Ensuring proper documentation of ISD invoices at the applicable places.
- j. Preparation and submission of monthly ISD return in compliance with ISD rules.
- k. All such other activities which may be incidental to the main activity.

2. Input Tax Credit (ITC) Management

- a. Timely identification of mismatches
- b. Reconciliation of ITC with GSTR-2B and vendor filings.
- c. Reconciliation (including Monthly and annual) between Purchase Register as per Company's books and the GSTR 2A/2B/6A using suitable digital tools to arrive at matched, mismatched and partially matched Invoices for claiming Input Tax Credit in GST return, with reasons for each exception, as per GST laws. Sharing of the said data with the company for availment purpose.
- d. Advising on availing of blocked credits and reversals, in terms of CGST Act.
- e. Analysis of Company's purchase/ input tax credit register whether it is properly maintained, GST is correctly accounted for under Forward/ Reverse charge including rate, correct head (IGST/CGST/SGST/UGST), HSN etc. as per GST laws.
- f. To provide opinion on availment, utilization and reversal of GST credit / Input credit on various input services utilized / inputs / capital goods and needful to be done on portal as per the requirement under Invoice Management System (IMS).

g. Calculation of exempt turnover ratio and determination of common credit reversal as per Rules 42 and 43 of the CGST Rules for each registered location.

h. Accepting/ rejecting GST-TDS values on GST portal for all states, wherein StockHolding is registered.

3. Advisory & Compliance

a. Notify StockHolding about all applicable amendments in the GST Act and Rules prescribed through Circulars / Notification issued by GST council and also advise their implications on the Company.

b. Advising budget implications on various current and future products of StockHolding including changes in Information Technology (IT) software, liability calculation and Input tax credit claims.

c. Comply with registration requirements (GST and ISD) under GST Law & Guidelines and assist in obtaining/ surrendering/ transferring/ new registration/ amending registration, wherever required

d. Provide opinion / comments / clarifications related to GST compliance in various matters including but not limited to Reverse Charge, Input Service Distribution (ISD), Expenses & Income Distribution, self-invoicing, matching of input tax credits, Cross Charge etc. The opinion, comment or clarification should be based on the mode sought for by StockHolding. It may either be telephonic/ oral/ written advice in response to specific queries to StockHolding, within specified timelines.

e. Reviewing reconciliation of StockHolding's GST ledgers with balances in Cash and Credit ledger of GST portal.

f. Advising on checks and controls for ensuring integrity and completeness of data being received at the centralised platform.

g. Advising on determination of Point of Taxation, Place of Provision of Service or any other Rules with respect to GST.

h. Participation in client/ internal meetings (including in-person) organised by StockHolding for GST-related discussions and reviews. Further, conduct review meeting with the Company as and when required by the Company for discussing all pending assessment/ litigations and other GST matters.

i. Maintaining a dashboard/tracker for monitoring GST compliance, including but not limited to filings, due dates, payments, reconciliations, input tax credit utilization and pending/ notices, audits, scrutinizes and appeals. The Consultant shall monitor compliance timelines and configure alerts and reminders to the Company, such that the dashboard remains current and in conformity with applicable statutory requirements.

- j. The Consultant should participate and present to the management-
 - i. In Quarterly meetings – updates, status etc.
 - ii. Training sessions – twice in a year (i.e. Post budget and in mid- November)
- 1. Virtual updates for amendments
- 2. Updates – Newsletters.
- k. Filing of Form GST RFD-11 form for obtaining/ renewal of Letter of Undertaking (LUT) for applicable states.
- 1. Monthly management compliance report/ certificate highlighting filings, reconciliations, scrutinizes, appeals and all types of pending issues.

1.2. All intimations, Appeals & Representation

- 1. All intimations
 - a. Regular monitoring the GST portal for any notices, updates, or communications relevant to the Company and promptly informing the Company of the same. Advising the Company on the implications of such notices or updates, recommend appropriate compliance actions, and preparing timely replies (including reconciliations, explanations and supporting documentation) to queries raised by the GST authorities and submission of the same within timelines.
 - b. Final replies & related activities - Uploading of responses/ final reply on GST portal by using EVC or DSC. Documenting and storage of acknowledgment number and submission proof followed by tracking of the notice status on portal and necessary action.
 - c. Appear before GST/service tax authorities on behalf of the Company in connection with audits, investigations, assessments, adjudications etc.
- 2. Appeals
 - a. Preparing grounds of appeal, filing appeals before authorities including Appellate Authority, Appellate Tribunal, High Court/Supreme Court etc.
 - b. Compile, review and submit all necessary supporting documents, evidence, and annexures in conformity with statutory requirements during hearings.
 - c. Coordinating with legal counsel for higher-level litigation.
- 3. Representation
 - a. Acting as authorized representative before any competent authorities including GST authorities. Depending on the authority, the authorized representative should be either a Partner/ Director or a qualified Chartered Accountant with requisite experience of GST.
 - b. Attending hearings, adjudications and personal/ virtual appearances.

4. Litigation Support

- a. Advisory on dispute resolution strategy.
- b. Preparing case files, documentation, and evidence for litigation.

(The above list is inclusive and not exhaustive in nature i.e. Terms of reference shall include providing professional assistance for all activities/ areas to ensure due compliance with applicable Service Tax and GST Rules / provisions from time to time.)

1. **Relevant details:**

- a. **Timelines for sharing drafts** of submissions, reports, and filings are as under:

Activity	Timeline for relevant draft
Return Filing – GSTR 1	1 day before the due date of filing
Return Filing – Other forms	3 days before the due date of filing
Annual Return Filing	10 days before the due date of filing
Notices – Reply	7 days before the due date of filing
Appeals – Filing	4 weeks before the filing
Advice/ Clarifications	Opinions/ Up to 2 days from the receipt of query by bidder or stipulated deadline whichever is earlier

* The aforementioned timelines are applicable excluding public holidays

- b. **Place of Review:** The review work has to be primarily conducted at the Operations Office situated in Mahape, Navi Mumbai. The consultant may also need to visit the registered office of StockHolding situated at Centre Point, Parel, Mumbai.
- c. The selected firm/entity shall be liable to maintain secrecy and confidentiality of all the information/ data / operations, etc. of StockHolding and in relation to the work undertaken by it.

Penalty Terms

- a. In case of non-compliance w.r.t. non-filing/ delayed filing/ reply to notices issued by GST department etc., any penalties as applicable under the GST Act will be recovered from the bidder by StockHolding.
- b. The consultant would be charged a penalty of Rs.100 per default per state, if the timelines for sharing drafts of submissions, reports, and filings are not adhered to.

Contract Duration

- 1) The appointment will be for two years period commencing from the financial year 2026-2027.

2) StockHolding may choose to extend the contract period for another 1 year based on satisfactory performance and with the approval of the Competent Authority.

Responsibilities of the bidder

- a. All the bidders will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful bidder.
- b. The bidder whose tender is finally accepted & approved, will have to execute the Contract documents with StockHolding or as may be decided by StockHolding from time to time.
- c. The successful bidder(s) will sign a Non-Disclosure Agreement (NDA) with StockHolding.
- d. The bidder should provide Identity cards to all the staff deployed at StockHolding.
- e. Security staff will verify the badges of personnel deployed by the bidder and only then permit entry to premises. Security staff will be authorized to verify identity badges/visitor badges, frisk bags/belongings of personnel and take necessary action against defaulters.
- f. The written offer issued to the successful bidder shall have to be accepted in writing within 7 days from the date of issue of the offer.

Other Terms and Conditions

1. Payment

- a. The fees will be paid as follows:

Retainership fees will have two segments mentioned in as per the scope of work point 1.1 and 1.2 in the RFP. Accordingly, the bifurcation is as under:

- Return Filing, reply to all intimations/ notices on GST portal, attending personal hearings before adjudicating GST authorities, compliance, consultation support etc. – At a Monthly retainership fee (i.e. 1/12th of the annual retainership fee).
 - Appeals & Hearings (filed with GST authorities including Appellate Authority, Appellate Tribunal, High Court/Supreme Court etc.) Drafting of appeal, filing of appeal, hearings etc. - Case-specific fee to be billed separately.
- b. The out of pocket expenses will be paid on account of local conveyance for hearing in Mumbai, which should not exceed 3% of annual retainership fee per annum.
 - c. The out of pocket expenses (at reasonable rates) for visits outside Mumbai (for personal hearings, appeals etc. as pre-agreed by StockHolding) would include expenses for travel/ conveyance/ lodging and boarding etc. The same would be reimbursed at actuals, on submission of statement of expenditure and original bills. Further, not restraining the above, where the bidder has a local office outside Mumbai which attends to the personal hearings/ appeals/ matters of GST and were to incur any local conveyance expenses thereto, all such expenses would be reimbursed at actuals, as if it was a part of local conveyance as stated in b. above.
 - d. No advance will be made under any circumstances.
 - e. The payment will be made against invoices duly verified, stamped and signed by the user

department of StockHolding.

2. Taxes & levies:

- a. Applicable TDS will be deducted (recovered) from the payment(s).
- b. Taxes/GST as applicable
- c. Applicable Penalty/Penalties may be recovered from payment.
- d. Payments will be released only after submission and verification of the required Bank Guarantee (BG). No payment will be made to successful bidder, until the BG is submitted.

Refund of Earnest Money Deposit (EMD)

- a. EMD will be refunded through NEFT to the successful bidder on providing (a) an acceptance confirmation against the PO issued by StockHolding and (b) submission of Performance Bank Guarantee wherever applicable and should be valid for 60 days beyond the contract period.
- b. In case of unsuccessful bidders, the EMD will be refunded to them through NEFT within 30 days after selection of successful bidder.

Performance Bank Guarantee (PBG)

Successful Bidder shall, at own expense, deposit with StockHolding, within fifteen (15) days on issuance of PO, a Bank Guarantee (BG) for the value of 5% of the Contract Value including GST from scheduled commercial banks as per Annexure - 8. This Bank Guarantee shall be valid up to 60 days beyond the completion of the contract period and claim period shall be valid 12 months beyond the expiry of BG. No payment will be due to the successful bidder based on performance, until the BG is submitted. A penalty of Rs. 5,000 per day will be imposed on the successful bidder for any delay in issuing the PBG within the specified timeline.

Bank Guarantee may be discharged / returned by StockHolding upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Bank Guarantee.

Stock Holding Corporation of India Limited reserves the right to invoke the BG in the event of non-performance by the successful bidder.

Force Majeure

Neither the StockHolding 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 defence 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 endeavour 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, StockHolding 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 StockHolding, shall be final and binding on the bidder.

Dispute Resolution

All disputes relating to this contract between the bidder and StockHolding shall be resolved through mutual discussion and if the dispute is not amicably settled, the same shall be referred for arbitration under the provisions of the Indian Arbitration and Conciliation Act 1996 by mutually appointing one Arbitrator and the arbitration proceeding shall be held Mumbai in English / local language. Subject to the same, the court or competent jurisdiction situated within the limits of Mumbai respectively.

The final payment will be released only after the Bidder complies with above-mentioned clause.

Right to alter RFP

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

Integrity Pact

All the Bidders will have to enter in to an Integrity Pact with StockHolding. The format (text) for the Integrity Pact is provided as Annexure-7. The successful Bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the Bidder.

Sub-Contracting

The selected bidder/ vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project.

Non-Disclosure Agreement (NDA)

The successful bidder shall execute Non-Disclosure Agreement (NDA) (as per Annexure-10), which contains all the services and terms and conditions of the services to be extended as detailed herein.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

Indemnify

The Bidder should hereby indemnify, protect and save StockHolding against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment offered by the Bidder. Any publicity by Bidder in which name of StockHolding is used should be done only with the explicit permission of StockHolding.

Compliance with Statutory Provisions

- 1) The bidder to compulsorily have legal, valid and existing license or permission as may be required under any statutory/Regulatory authority whatsoever (viz. ESI Act, EPF Act, Profession Tax Act, Contract Labour (R & A) Act, 1970, Shops and Establishment Act etc.)
- 2) The bidder to comply with the provision of all Labour Laws applicable to him, at his own cost. the bidder and/or its employees shall at all times will be solely responsible for any liabilities arising out of such, non-compliance and the bidder at all times shall keep StockHolding (including its directors, employees and permitted assigns) indemnified for any action brought against it for any violation/non-compliance of any of the provisions as mentioned above. The bidder will furnish proof of compliance regarding all applicable laws, filing of monthly/quarterly and annual returns and other /regulatory requirement and furnish proof of payments made to all Government/Statutory Authorities under EPF Act, ESI Act, Contract Labour (R& A) Act, Minimum Wages Act, Payment of Bonus Act, POSH Act, Payment of Gratuity Act, Maternity Benefit Act, Employee Compensation Act, Labour Welfare Fund Act and any other applicable compliances etc.

Termination of contract for convenience

StockHolding reserves the right to terminate the contract, in whole or in part, at any time and for its convenience, during the contract period, by providing 90 days' prior written notice. The notice of termination shall specify that termination is for StockHolding's convenience, the extent to which performance of the vendor under the contract is terminated and the date upon which such termination becomes effective. The vendor shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

In the event of the selected bidder having been adjudged insolvent or goes into liquidation or winding up of their business or failing to observe any of the provisions of the contract or any of the terms and conditions governing the contract, StockHolding shall be at liberty to terminate the contract immediately forthwith without prejudice to any other rights or

remedies under the contract and to get the work done for unexpired period of the contract at risk and cost of the selected bidder and to claim from the selected bidder any resultant loss sustained or cost incurred.

Assignment

Either Party may, upon written approval of the other, assign its rights and obligations hereunder to: (i) its Parent Corporation (as defined below) or an Affiliate; and (ii) a third party entity in connection with the transfer of all or substantially all of the business and assets of that party to such entity. For purposes of this Agreement, a “Parent Corporation” shall mean a company or entity owning over 50% of a Party and an “Affiliate” shall mean a company directly or indirectly controlling, controlled by, or under common control with, a Party. Except as provided above in this Section, either Party may assign its rights and obligations under this Agreement to a third party only upon receiving the prior written consent of the other Party, which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.

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.

Sr. No.	Particulars	Details	Documents Submitted (Y/N)								
1.	Name of the Firm/Company	To be filled in									
2.	Constitution and Date of Establishment of the firm	Incorporation Certificate/ A copy of the Registration Certificate of the Partnership Firm / Under LLP Act/ Attach ICAI Firm Card (in case the firm is registered with ICAI)									
3.	Firm's PAN and GST No.	Attach self-attested document									
4.	Address of Head office/ Registered office with Pin-code	Attach self-attested document									
5.	Address of Branch office with Pin-code	Attach self-attested document									
6.	No. of partners/directors of the firm/company	Attach self-attested document									
7.	No. of members in the GST team	<table border="1"> <thead> <tr> <th>Particulars</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Total No. of members</td> <td></td> </tr> <tr> <td>a) No. of qualified CAs</td> <td></td> </tr> <tr> <td>b) No. of other members</td> <td></td> </tr> </tbody> </table> <p>Attach self-attested document</p>	Particulars	Number	Total No. of members		a) No. of qualified CAs		b) No. of other members		
Particulars	Number										
Total No. of members											
a) No. of qualified CAs											
b) No. of other members											
8.	Financial turnover of firm/company in last 3 Financial years with profit	<p align="right">(Rs. in crores)</p> <table border="1"> <thead> <tr> <th>FY2023</th> <th>FY2024</th> <th>FY2025</th> <th>Average</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Attach self-attested document with documentary proof</p>	FY2023	FY2024	FY2025	Average					
FY2023	FY2024	FY2025	Average								
9.	In-house digital tool for handling the assignment	Undertaking on Letter head of the Bidder/ License document									

Sr. No.	Particulars	Details	Documents Submitted (Y/N)
10.	<u>Lead Partner/ Director assigned to StockHolding</u> Name of the Partner/ Director: Mobile No.(s): e-mail: Post qualification experience in full time practice:	Attach self-attested document with documentary proof	
11.	Number of clients as stated in RFP for the FY2024-25	Number: _____ Attach self-attested document stating name of client, type of audit, year of audit, operating income (turnover) of client with documentary proof	
12.	Self-Declaration	Attach Annexure 5	

N.B. Enclose copies of Audited Balance Sheet/CA Certificate/Other Relevant Certificates along with enclosures

* All self-attested documents are to be attested by the partner/director of the bidding firm/company

I/We _____ do hereby confirm that all the information provided by me/us here above is correct to the best of my/our knowledge & belief.

I/We have read the terms and conditions stipulated for appointment as Consultant for StockHolding and I/We also understand that StockHolding has reserved its right to accept or reject the application without assigning any reasons. If selected for appointment as Consultant for this assignment and the offer is accepted, I/We will execute Non-Disclosure agreement and Integrity pact in the format given by the company as per formats enclosed in the RFP.

Date:
Place:

 Signature of Authorised Signatory
 Name:
 Designation:
 Stamp

ANNEXURE - 2 – Eligibility Criteria

Sr. No.	Eligibility Criteria	Documents to be submitted (Duly attested)
1.	The Bidder should be a registered as a Partnership Firm / LLP / Company/ Private Organization in India and should have more than 15 years standing in practice	C. If bidder is a registered Company, Copy of Certificate of Incorporation issued by the Registrar of Companies; OR OR If Bidder is Partnership firm or LLP, Copy of Registration of Partnership Deed; and D. Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory for experience. Details of offices should be submitted on bidder's letterhead.
2.	The Bidder should have minimum 5 years of standing in practice in Goods and Services tax as on RFP date	Copy of Purchase Order / Work Order/MSA need to be submitted And Work Completion Certificate / Client Satisfactory Certificate need to be submitted
3.	The bidder must have a minimum average annual turnover of ₹1.20 Crores during the audited financial years 2022-23, 2023- 24, 2024-25.	Copy of the audited Balance Sheet / Certificate of the Chartered Accountant for preceding three years.
4.	Bidder should have Positive Net worth (minimum ₹30 Lakhs) for each of the last 03 (three) audited financial years 2022-23, 2023- 24, 2024-25.	Copy of the audited Balance Sheet / Certificate of the Chartered Accountant specifying net worth.
5.	Bidder should have experience in similar nature of work for at least – 03 (Three) works each costing not less than ₹24 lakhs. OR 02 (Two) works each costing not less than of ₹30 lakhs. OR 01 (One) work of ₹48 lakhs during the last 05 (five) years with any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations. The successful completion certificate	Copy of Purchase Order / Work Order/MSA And Completion certificate/Client Satisfactory Certificate need to be submitted

	issued by client should contain date of start, date of completion, value on completion of work etc. Please Note: "The work orders issued by one company for its multiple locations shall be treated as a single work order".	
6.	The Bidder should have a minimum of 10 partners.	Resume of the partners giving the brief details of relevant experience with membership no. and other relevant documents
7.	The Lead Partner, under whose supervision the assignment of StockHolding will be carried out should have a minimum post qualification experience of at least 10 years in full time practice out of which at least 5 years in GST and at least 3 years in Service Tax.	Relevant documents and Undertaking on letterhead to be submitted
8.	The Lead Partner and the Bidder should not have been blacklisted/ put on any negative list by any Government Department, PSU or PSB during last 3 years.	Self-declaration on Bidders' Company Letter Head
9.	The Bidder should have provided GST retainership services in FY 2024-25 to at least 3 clients/companies with the revenue/turnover of Rs.400 Cr. in BFSI sector (excluding StockHolding).	Relevant work order/appointment letter to be submitted
10.	The Consulting firm should have in-house capability to take up assignment on their own. Joint and collaborative bids or sub-contracting will not be accepted.	Self-declaration on Bidders' Company Letter Head
11.	The bidder should have an in-house digital tool for handling GST compliances which should be owned by the bidder	Relevant declaration on letter head of company/ license document
12.	The bidder should have local office in Mumbai	Details of the bidder's office with valid GST registration at Mumbai
13.	The Bidder to submit Signed & Stamped Integrity Pact as per Annexure - 5	Signed and Stamped Integrity pact by authorized signatory of Bidder

Note:

- a. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.

b. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

Dated this..... Day of 2026

(Signature)

(In the capacity of)

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

ANNEXURE - 3 – Technical Criteria

Evaluation Criteria	Sub-Criteria	Scoring Criteria	Max Marks
Team: Composition, Qualification & Size	No. of partners/ directors in India	<10: Nil Point 10: 1 Points 11 – 15: 2 Points 16 – 20: 3 Points 21 – 30: 4 Points >30: 5 Points	5
	Experience of lead partner as full-time partner as on 31.12.2025 (in years)	<10 years: Nil Point 10 years: 1 Point 11 years – 15 years: 2 Points 16 years – 20 years: 3 Points 21 years – 30 years: 4 Points >30 years: 5 Points	5
	Experience of lead partner in GST (in years)	<5 years: Nil Point 5 years – 6 years: 2 Points 7 years – 8 years: 3 Points >8 years: 5 Points	5
	Experience of lead partner in service tax (in years)	<3 years: Nil Point 3 years – 5 years: 2 Points 6 years – 8 years: 3 Points >8 years: 5 Points	5
	GST Team of experienced and qualified chartered accountants (Submit profile of Team)	<=3 members: Nil Point 4 - 5 members: 1 Point 5 – 8 members: 2 Points 8 – 11 members: 3 Points 11 – 14 members: 4 Points >14 members: 5 Points	5
	GST Team of experienced and semi- qualified chartered accountants (Submit profile of Team)	<=3 members: Nil Point 4 - 5 members: 1 Point 5 – 7 members: 2 Points 7 – 9 members: 3 Points 9 – 11 members: 4 Points >11 members: 5 Points	5
	Sub-total		
Firm: Existence, presence, financial performance and clientele	No. of years, the firm is in existence (in years)	<15 years: Nil Point 15 years: 2 Points 16 years – 25 years: 4 Points 26 years – 35 years: 6 Points 36 years – 45 years: 8 Points	10

Evaluation Criteria	Sub-Criteria	Scoring Criteria	Max Marks
		>45 years: 10 Points	
	Bidder's own presence in states of India	1 state: Nil Point 2 states – 3 states: 2 Points 4 states – 5 states: 4 Points 6 states – 7 states: 6 Points 8 states – 9 states: 8 Points >9 states: 10 Points	10
	Average annual financial turnover (from practice) in the last three financial years i.e. 2022-23 to 2024-25	<= Rs. 1.2 crores: Nil Point > Rs.1.2 Cr but < Rs.8 Cr: 2 Points > Rs.8 Cr but < Rs.15 Cr: 4 Points > Rs.15 Cr but < Rs.25 Cr: 6 Points > Rs.25 Cr but < Rs.40 Cr: 8 Points >Rs.40 Cr: 10 Points	10
	GST retainership services of Companies (excluding StockHolding) having a turnover of Rs. 400 crore, in the last 3 years in BFSI sector (in no.)	<3: Nil Point 3 - 5: 2 Points 6 – 8: 4Points 9 – 11: 6 Points 12 – 14: 8 Points >14: 10 Points	10
Sub-total			40
Presentation by lead partner	Based on: 1) Background of the firm - 2 Marks 2) Areas of expertise - 2 marks 3) Past and present clientele in BFSI sector - 3 marks 4) Proposed solutions and methodology for completion of the assignment as per stipulated timelines - 4 Marks 5) Proposed solutions/ tools to be used - 4 Marks 6) Proposed turnaround time - 4 Marks 7) Past engagement with SHCIL and its subsidiaries, if any - 1	Presentation as given	20

Evaluation Criteria	Sub-Criteria	Scoring Criteria	Max Marks
	Marks		
	8) Clarity, articulation, and professionalism in presenting the technical bid – 6 Marks 9) Response to queries – 4 Marks		10
Sub-total			30
Total Technical Score			100

Note: A bidder would need to score minimum technical score of 50 marks to be considered for commercial bid opening process.

ANNEXURE - 4 - Commercial Price Bid Format

Sr. No.	Particulars			Amount in Rs.
I	Annual Retainership fees (excl. of taxes)			
	Total Professional fee for two years (Annual Professional Fees x 2) (excl. of GST) (A)			
II	Professional fees (per appeal) for filing and representation for appeals filed with authorities valid for the entire term of RFP i.e. two years			
		Authorities	Per Filing (B)	Per Hearing (C)
		Appellate Authority		
		Appellate Tribunal		
		High Court/Supreme Court		
		Average of the above		
		Average of the total (B and C)		
	Total Fee (I + II) (Excl. of GST)			
	Total Fee (I + II) (Incl. of GST)			
	Amount in Words: Rs.			

 Signature of Partner/ Director

Date:

Name:

Place:

Designation:

**ANNEXURE - 5 – Response to Eligibility Criteria
(Declaration to be furnished on the letter head of the firm/company)**

To
Stock Holding Corporation of India Limited
Regd. Office: 301, Centre Point
Dr. Babasaheb Ambedkar Marg
Parel, Mumbai-400012

Dear Sir/Madam,

SUBJECT: APPLICATION FOR APPOINTMENT AS _____

Please find enclosed the bid for consideration of our firm/ entity to be appointed as the -
_____.

We agree to undertake the assignment, if given by you, as per the scope of work laid down under the RFP dated _____. We hereby declare that our firm/company has not been blacklisted as mentioned in the RFP. We further declare that:

- i. The firm/ company possesses the necessary professional, technical, financial and managerial resources and competence as mentioned in the aforementioned RFP.
- ii. The firm/ company is not debarred or restrained from issuing any certificate by ICAI, RBI, SEBI, PFRDA, IRDA, or by other regulator/law enforcement agency.
- iii. None of the partners/ directors/ employees have been convicted of any offence involving moral turpitude or has been found guilty of any economic offence.
- iv. If the aforesaid representation /declaration or any information contained in the Annexures is found to be incorrect, false or misleading, we agree that the StockHolding shall be entitled to terminate the Contract, if executed with our firm/ company, or initiate suitable action as deemed fit and appropriate by the StockHolding, in accordance with law, without reference to us.
- v. We confirm that we meet all the eligibility criteria mentioned on the RFP. We also confirm that we will provide additional documentary evidence relating to any of the eligibility criterion, if required by the company at the time of appointment.

Signature of Partner/ Director

Date:

Name:

Place:

Designation:

ANNEXURE - 6 - List of Registrations

Sr. No.	States	GSTIN No.
1	Jammu and Kashmir	01AABCS1429B1Z8
2	Himachal Pradesh	02AABCS1429B1Z6
3	Punjab	03AABCS1429B1Z4
4	Chandigarh	04AABCS1429B2Z1
5	Uttarakhand	05AABCS1429B1Z0
6	Haryana	06AABCS1429B1ZY
7	Delhi	07AABCS1429B1ZW
8	Rajasthan	08AABCS1429B1ZU
9	Uttar Pradesh	09AABCS1429B1ZS
10	Bihar	10AABCS1429B1Z9
11	Arunachal Pradesh	12AABCS1429B1Z5
12	Manipur	14AABCS1429B1Z1
13	Tripura	16AABCS1429B1ZX
14	Meghalaya	17AABCS1429B1ZV
15	Assam	18AABCS1429B1ZT
16	West Bengal	19AABCS1429B1ZR
17	Jharkhand	20AABCS1429B1Z8
18	Odisha	21AABCS1429B1Z6
19	Chattisgarh	22AABCS1429B1Z4
20	Madhya Pradesh	23AABCS1429B1Z2
21	Gujarat	24AABCS1429B1Z0
22	Gujarat Gift City	24AABCS1429B2ZZ
23	Dadra and Nagar Haveli	26AABCS1429B1ZW
24	Maharashtra	27AABCS1429B1ZU
25	Karnataka	29AABCS1429B1ZQ
26	Goa	30AABCS1429B1Z7
27	Kerala	32AABCS1429B1Z3
28	Tamil Nadu	33AABCS1429B1Z1
29	Pondicherry	34AABCS1429B1ZZ
30	Andaman Nicobar	35AABCS1429B1ZX
31	Telangana	36AABCS1429B1ZV
32	Andhra Pradesh	37AABCS1429B1ZT
33	Maharashtra ISD	27AABCS1429B2ZT

ANNEXURE - 7 - Integrity Pact
(To be executed on plain paper and submitted only by the successful bidder)

(_____ 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, StockHolding, a company incorporated under Companies Act, 1956, with its Registered Office at 301, Centre Point Building, Dr. B R Ambedkar Road, Parel, Mumbai – 400012, acting through its authorized officer, (hereinafter called **Principal**), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part **And**
 M/s. _____

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

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

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM) to monitor the Tender (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 / 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 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, 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 has to submit a Declaration along with Eligibility Criteria, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Eligibility Criteria as given at **Annexure**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of StockHolding /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / StockHolding as part of the business relationship, regarding plans, proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / StockHolding, or alternatively, if any relative of an official / employee of Principal / StockHolding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (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 / StockHolding
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes 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 / StockHolding is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / StockHolding. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / StockHolding.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / StockHolding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / StockHolding.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner / StockHolding may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

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

1. Forfeiture of EMD / Security Deposit : If the Principal / StockHolding / Owner has disqualified the Bidder(s)/Counter Party(ies) from the Tender (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 / StockHolding / Owner apart from exercising any legal rights that may have accrued to the Principal / StockHolding / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Bidder / Contractor / Counter Party.
2. Criminal Liability: If the Principal / Owner / StockHolding obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / StockHolding has substantive suspicion in this regard, the Principal / StockHolding / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

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

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-bidders.
2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal / StockHolding / Owner will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner /

StockHolding and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed Shri Shekhar Prasad Singh, IAS (Retd.) as Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 10 lakhs or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.
5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner /StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word `IEM` would include both singular and plural.

VII. Duration of the Integrity Pact (IP)

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

VIII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the StockHolding / Principal / Owner who has floated the Tender (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 / StockHolding in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

IX. Legal and Prior Rights

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

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

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

(For and on behalf of Bidder / Counter Party / Contractor)

WITNESSES:

1. _____ (Signature, name and address)

2. _____ (Signature, name and address)

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

ANNEXURE - 8 - Covering Letter on bidder's Letterhead of Integrity Pact

To,

Sub: RFP REF NO: CPCM-33/2025-26 dated 10-Mar-2026 for Appointment of Consultant for GST
on Retainership basis at StockHolding

Dear Sir,

DECLARATION

Stock Holding Corporation of India Limited (StockHolding) hereby declares that StockHolding has adopted Integrity Pact (IP) Program as advised by Central Vigilance Commission vide its Letter No. ----- Dated ----- and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (RFP) (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender (RFP) documents, failing which the tender (RFP)er / bidder will stand disqualified from the tender (RFP)ing process and the bid of the bidder would be summarily rejected. This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the StockHolding

Yours faithfully,

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

**ANNEXURE – 9 – Compliance Statement
(To be submitted on Company Letter Head)**

RFP REF NO: CPCM-33/2025-26 dated 10-Mar-2026 for Appointment of Consultant for GST on Retainership basis at StockHolding

DECLARATION

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

Sr. No.	Item / Clause of the RFP	Compliance (Yes / No)	Remarks/Deviations (if any)
1	Objective of the RFP		
2	Scope of Work		
3	Eligibility Criteria		
4	Non-Disclosure Agreement		
5	Payment Terms		
6	Bid Validity		
7	Integrity Pact		
8	All General & Other Terms & Conditions in the RFP along with Annexures		
9	Requirement		

(If Remarks/Deviations column is left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature with seal

Name & Designation:

ANNEXURE - 10 - Format of Bank Guarantee

This Bank Guarantee is executed by the ----- (Bank name) a Banking Company incorporated under the Companies Act, 1956 and a Scheduled Bank within the meaning of the Reserve Bank of India Act, 1934 and having its head office at ----- and branch office at _____ (hereinafter referred to as the “Bank”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) and Branch office at _____ in favour of Stock Holding Corporation of India Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400 012 (hereinafter referred to as “StockHolding”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) at the request of _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at (hereinafter referred to as the “Service Provider”, which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns).

Whereas

- A. StockHolding has, pursuant to the Tender No. _____, issued the Purchase Order dated _____ to the Service Provider for providing _____
- B. In terms of the said Tender, the Service Provider has agreed to furnish to StockHolding, a Bank guarantee for Rs. _____ /- (Rupees _____ only) till _____ (date).
- C. The Bank has, at the request of the Service Provider, agreed to give this guarantee as under.

NOW IN CONSIDERATION OF THE FOREGOING:

1. We, the Bank, at the request the Service Provider, do hereby unconditionally provide this guarantee to StockHolding as security for due performance and fulfilment by the Service Provider of its engagements, commitments, operations, obligations or liabilities including but not limited to any sums / obligations / claims due by the Service Provider to StockHolding for meeting, satisfying, discharging or fulfilling all or any obligation or liability of the Service Provider, under the said Tender / Purchase Order.
2. We, the Bank, hereby guarantee and undertake to pay StockHolding up to a total amount of Rs. _____/- (Rupees _____ only) under this guarantee, upon first written demand of StockHolding and without any demur, protest and without any reference to the Service Provider.
3. Any such demand made by StockHolding shall be conclusive and binding on the Bank as regards the amount due and payable notwithstanding any disputes pending before any court, Tribunal, or any other authority and/ or any other matter or thing whatsoever as the liability of the Bank under these presents being absolute and unequivocal.
4. We, the Bank, agree that StockHolding shall have the fullest liberty without consent of the Bank to vary the terms of the said Tender/ Purchase Order or to postpone for any time or time to time exercise of any powers vested in StockHolding against the Service Provider and to forbear or enforce any of the Terms & Conditions relating to the said Tender /

Purchase Order and the Bank shall not be relieved from its liability by the reason of any such variation, or extension being granted to the Service Provider or for any forbearance, act or omission or any such matter or thing whatsoever.

5. We, the Bank, agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged.
6. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Service Provider or StockHolding.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:

1. The liability of the bank under this guarantee is restricted to a sum of Rs. _____/- (Rupees _____ only).
2. This Bank Guarantee will be valid for a period up to _____ (date).
3. A written claim or demand for payment under this Bank Guarantee on or before _____ (date) is the only condition precedent for payment of part/full sum under this guarantee.

For Issuing Bank

Name of Issuing Authority:

Designation of Issuing Authority:

Employee Code:

Contact Number:

Email ID:

ANNEXURE - 11 - Format of Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter “Agreement”) is executed on this _____ day of _____, 20xx by and between

Stock Holding Corporation of India Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400012 (hereinafter referred to as “**StockHolding**” which expression shall mean and include its successors and assigns), of the One Part;

And

Company Name, a company incorporated under the Companies Act, 1956 and having its registered office / corporate office at **Complete Address** (hereinafter referred to as “**Company Name**” which expression shall mean and include its successors and assigns), of the Other Part.

(StockHolding and **Company Name** are individually referred to as ‘Party’ and collectively as ‘Parties’.)

The Party disclosing Confidential Information under this Agreement shall be referred to as Disclosing Party and the Party receiving Confidential Information shall be referred to as Receiving Party.

1. **Purpose:** Whereas, the Parties wish to explore possible business opportunity, during which either Party will be required to disclose certain Confidential Information to the other.
2. **Confidential Information and Exclusions:** Confidential Information shall mean and include (a) any information received by the Receiving Party which is identified by Disclosing Party as confidential or otherwise; (b) all information including technical, data security, cyber security business, financial and marketing information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, know-how, ideas, concepts, strategies, trade secrets, product or services, results obtained by using confidential information, prototype, client or vendor list, projects, employees, employees skills and salaries, future business plans disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential Information disclosed herein; (d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law, provided that the recipient party gives disclosing party a written notice of any such requirement within ten (10) days after the learning of any such requirement, and takes all reasonable measure to avoid disclosure under such requirement.
3. **Confidentiality Obligations:** The Receiving Party shall, at all times maintain confidentiality and prevent disclosure of Confidential Information of Disclosing party

with at least the same degree of care as it uses to protect its own confidential information but in no event with less than reasonable care. The Receiving Party shall keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party. The Receiving Party agrees not to disclose, transmit, reproduce or make available any such Confidential Information to any third parties and shall restrict disclosure of Confidential Information only to a limited group of Recipient's directors, concerned officers, employees, attorneys or professional advisors who need to have access to the Confidential Information for the purposes of maintaining and supporting the services and each of whom shall be informed by Receiving Party of the confidential nature of Confidential Information and agree to observe the same terms and conditions set forth herein as if specifically named a Party hereto. The Receiving Party shall not, unless otherwise agreed herein, use any such Confidential Information and Confidential Materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. The Receiving Party shall not use the Confidential Information in any way to create a derivative work out of it or reverse engineer or use for any commercial purpose or for any purpose detrimental to the Disclosing Party. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary. The Receiving Party shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Disclosing Party in taking necessary remedial action.

4. **No Warranty:** All Confidential Information is provided 'as is.' Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.
5. **No License:** Each Party recognizes that nothing in this Agreement is construed as granting it any proprietary rights, by license or otherwise, to any Confidential Information or to any intellectual property rights based on such Confidential Information.
6. **Return:** The Receiving Party who receives the Confidential Information and Confidential Materials agrees that on receipt of a written demand from the Disclosing Party:
 - a. Immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control; (SUCH RETURN OF DOCUMENTS SHOULD BE DONE BY SIGNING A LETTER).
 - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
 - c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer,

word processor or other device in its possession or under its custody and control;
and

- d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
 - e. Receiving party will attempt to maintain, to the best possible extent, physical and logical segregation of the Confidential Information of the data of the Receiving party from data of any third party.
7. **Term:** The term of this Agreement shall be ____ (___) years from _____ (the Effective Date). Either Party may terminate this Agreement by giving a thirty (30) days written notice to the other. The confidentiality obligations stated in this Agreement shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.
 8. **Remedies:** The Confidential Information and Confidential Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The Parties acknowledge and agree that the Disclosing Party will suffer substantial and irreparable damage, not readily ascertainable or compensable in monetary terms, in the event of any breach of any provision of this Agreement by the Receiving Party. The Receiving Party therefore agrees that, in the event of any such breach, the Disclosing Party shall be entitled, without limitation of any other remedies otherwise available to it, to obtain an injunction or other form of equitable relief from any court of competent jurisdiction.
 9. **Governing Law and Jurisdiction:** This Agreement may be governed and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai, India.
 10. **Miscellaneous:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard and may not be amended or modified except by a writing signed by a duly authorized representative of the respective Parties. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be assigned or transferred except by a mutual written consent of both the Parties.

For Stock Holding Corporation of India Limited	For Company Name

Name:	Name:
Title:	Title:
In the Presence of	
Name:	Name:
Title:	Title: