

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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



RFP Reference Number: CPCM-21/2026-27

Date: 08-Jul-2026

GeM Bid No. - GEM/2026/B/7760100

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at SHCIL in line with New Labour Codes.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

RFP Document Details

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	CPCM-21/2026-27
3	Requirement	Request for Proposal (RFP) for engagement of consultant for review and revision of salary structure and HR procedures at StockHolding in line with the New Labour Codes.
4	Interest free Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Indian Rupees One Lakh 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 details to us on below mentioned email address. 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 Meeting	CPCM@stockholding.com
6	Date of Issue of RFP Document	08-Jul-2026
7	Date, Time and place for online Pre-bid meeting	16-Jul-2026 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 15-Jul-2026 05:00 PM
8	Last date for submission of pre-bid queries	15-Jul-2026 All responses to pre-bid queries will be published on the website. Any queries submitted after the specified deadline will not be considered.
9	Last Date for Submission of Online Bid	As per GeM Bid document
10	Date of opening bid	As per GeM Bid document

This bid document is not transferable. StockHolding reserves the right to modify/update activities/ dates as per requirements of the process.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

Table of Contents

Pages

Introduction.....	5
SUBMISSION OF PROPOSAL	8
EVALUATION METHODOLOGY AND CRITERIA	10
Submission of Bids	14
Evaluation of Bids:	15
<u>Penalty Terms</u>	17
<u>Contract Duration</u>	17
<u>Refund of Earnest Money Deposit (EMD)</u>	18
<u>Performance Bank Guarantee (PBG)</u>	18
<u>Force Majeure</u>	18
<u>Dispute Resolution</u>	19
<u>Right to alter RFP</u>	19
<u>Integrity Pact</u>	20
<u>Non-Disclosure Agreement (NDA)</u>	20
<u>Indemnify</u>	20
<u>Termination Clause</u>	20
<u>Assignment</u>	20
ANNEXURE - 1 - Details of Bidder's Profile	22
ANNEXURE - 2 – Eligibility Criteria.....	23
ANNEXURE - 3 – Technical Criteria	25
ANNEXURE - 4 - Commercial Price Bid Format	28
ANNEXURE - 5 – Integrity Pact	29
ANNEXURE – 6 – Compliance Statement.....	36
ANNEXURE – 7 – Format of Bank Guarantee.....	37
ANNEXURE – 8 – Format of Non-Disclosure Agreement.....	39
ANNEXURE – 9 – Undertaking cum Indemnity	43

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

Introduction

About StockHolding

Stock Holding Corporation of India Limited (StockHolding), a subsidiary of IFCI Limited is promoted by the public financial institutions and Insurance majors and incorporated as a public limited company. The services provided by the Company are listed below: -

I. Institution Segment

StockHolding is leading DDP & Custodian in terms of assets under custody. The Company provides post trading and custodial services to institutional investors, mutual funds, banks, insurance companies, etc. for all securities, valuation and fund accounting services, securities and lending and borrowing services etc.

II. Retail Segment

a) Depository Participant (DP) Services

StockHolding provides Demat Account Services to Retail, HNI, Corporate and Institutional Customers on both NSDL and CDSL. StockHolding is also empanelled as a Comtrack Participant with National Commodity and Derivatives Exchange (NCDEX) to hold commodities in dematerialised form.

b) Sub-Broking Services

StockHolding offers Sub-Broking Services in Cash, Derivatives and Currency segments through its wholly owned subsidiary - StockHolding Services Limited (“SSL”) to Retail, HNI, Corporate and Institutional client.

c) Professional Clearing Member Services

StockHolding is a Professional Clearing Member and Custodian in the Derivative segment.

d) Third Party Product

- Mutual Funds, Fixed Deposits & NCDs
- Bonds of PSUs, Capital Gain Bonds, GOI Savings Bonds, Sovereign Gold Bond
- Initial Public Offer
- Loan against Shares

e) National Pension Scheme (NPS)

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

National Pension System (NPS) is a pension scheme from Government of India offering a regular pension after retirement apart from unique tax advantage and partial withdrawal benefit. StockHolding is a leading Point of Presence (POP).

f) Insurance

StockHolding is a Corporate Agent having valid Composite Corporate Agency License from IRDAI and is soliciting Insurance business of three insurers each in Life, General and Health to various segments of client.

g) e-Stamping

E-stamping is a computer-based application and a secured electronic way of stamping documents. Ministry of Finance, Government of India appointed Stock Holding Corporation of India Ltd as Central Record Keeping Agency (CRA) for Computerization of Stamp Duty Administration System (C-SDAS). As a major e-governance initiative, several State Governments have authorized StockHolding to collect non-judicial stamp duty payment through our e-stamping system. StockHolding is the only CRA appointed by the Government of India.

h) e-Registration & e-Court fees

E-Registration Fees Collection system is a secure electronic way of Collection of Registration Fees along with the Other Charges and payment mechanism for various State Government and Union Territory in India. It is a step towards e-Governance which ensures that Registration fee and Other Charges paid by public reaches the Government safely. As a major e-governance initiative, several State Governments have authorized StockHolding to collect judicial stamp duty payment through e-Court fees system.

i) StockHolding Learning & Development Centre

StockHolding has set up a training-cum-education Centre at Mahape, Navi Mumbai, called StockHolding Learning and Development Centre (SLDC). It offers superior infrastructural facilities to provide training and education in the right ambience.

j) Subsidiaries

1) StockHolding Services Limited (SSL)

StockHolding Services Ltd. (SSL) is a wholly owned subsidiary of Stock Holding Corporation of India Limited and it is a SEBI registered corporate stock broker and a broking arm of StockHolding.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

2) StockHolding Document Management Services Limited (SDMS)

StockHolding through its wholly owned subsidiary DMS provides Secure Storage Solutions and Digitisation Services for Physical Documents. Document Management Services provided from 21 locations across India.

3) StockHolding Securities IFSC Limited (SSIL)

StockHolding Securities IFSC Limited a newly incorporated wholly owned subsidiary of StockHolding. SSIL proposes to offer a comprehensive bouquet of service solutions to all eligible investors at IFSC, Gift City.

To know more about the Company please visit www.StockHolding.com

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

SUBMISSION OF PROPOSAL

StockHolding invites e-tender through GeM Portal, in two bid system (Eligibility/Technical and Commercial bid) from potential Bidders / Professional Firms for engagement of consultant for review and revision of salary structure and HR procedures at StockHolding in line with the New Labour Codes.

Submission of Bids:

The online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner: -

1. Technical Bid (.pdf files)
2. Commercial Bid (.pdf files)

Invitation for bids:

This “Invitation for bid” is meant for the exclusive purpose of “engagement of consultant for review and revision of salary structure and HR procedures at StockHolding in line with the New Labour Codes” 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 Price Bid (Commercial) Bids - Annexure 4
- e) Integrity Pact (Text) - Annexure 5
- f) Compliance Statement – Annexure 6
- g) Format of Bank Guarantee – Annexure 7
- h) Format of Non-Disclosure Agreement – Annexure 8
- i) Undertaking cum Indemnity – Annexure 9

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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.

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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

EVALUATION METHODOLOGY AND CRITERIA

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. StockHolding reserves the right not to inform the bidder(s) who have not progressed to the Commercial Bid Opening round.
- 5) Bidders shall quote the commercials based on the Skillset and years of experience of the proposed resource.
- 6) Post opening of Commercial Bids –Bidders in the Rank of H1 bidder will be announced.
- 7) In case of multiple H1 bidders, H1 bidder shall be the one who have scored highest marks in Technical Bid.
- 8) 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 (stage 1)

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.

Sr. No.	Eligibility Criteria	Documents to be submitted (Duly attested)
1.	A public or private firm, registered under the Companies Act 1956, a proprietorship firm, or a partnership firm registered under the Indian Partnership Act, 1932 or an LLP. (Consortium of companies not permitted) in India.	A. If bidder is a registered Company, Copy of Certificate of Incorporation issued by the Registrar of Companies; OR If bidder is a Proprietorship Firm, Copy of relevant documents of proprietary concern; OR If Bidder is Partnership firm or LLP, Copy of Registration of Partnership Deed;

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

2.	Blacklisting/Litigation: The bidder should have not been blacklisted at any time by the Central / State Governments/ PSUs / PSBs / Financial sector. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs / PSBs / Financial sector, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise the bid will not be considered.	Self-attested Declaration on the firm's letter head
3.	Taxation Registration The bidder must have a valid: 1. PAN (Mandatory) 2. GST Registration No. (Mandatory), MSME Registration No. (If applicable)	Copy of documents to be uploaded.
4.	Bidder Experience - The Bidder must have successfully completed at least two large scale Labour Code Advisory and/or Implementation assignments within the last five years preceding the bid submission date. For the purpose of this tender, a "large-scale assignment" shall mean a project that covered a workforce of not less than 1000 employees and was executed for a single client such as a Government Department, Public Limited Company, or Private Limited Company in India or BFSI Sector.	Self-attested declaration on firm's letter head with names of clients, their contact details and respective PO Copies and completion certificates.
5.	The Firm should have a minimum average annual financial turnover of Rs. 10 lakhs or more from practice, in the last three audited financial years viz. 2022- 23, 2023-24 and 2024-25.	Copy of CA certificate/Balance sheet
6.	The Bidder should have average Positive Net worth for the last 03 (three) audited financial years viz. 2022- 23, 2023-24 and 2024-25.	Copy of Balance sheet / CA certificate
7.	Ownership: The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of StockHolding and its subsidiaries. The firm should not have any conflict of interest with the IFCI/Stockholding group.	Self-attested Declaration on firm's letter head
8.	The Bidder is to submit the following documents (signed and stamped): (a) Bidders Profile (Annexure -1) (b) Integrity Pact as per Annexure – 5. (c) Compliance Statement (Annexure -6) (d) Undertaking cum Indemnity (Annexure-9)	Duly signed and stamped annexures are to be uploaded.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

Technical Criteria (stage 2)

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. Bids received would be assigned scores based on the parameters defined in the table below:

Sr. No.	Criteria	Supporting Documentation	Technical Matrix	Score	Max Marks
A. Experience, Turnover & Resource Strength					
1	Years of Operations: The Bidder must have been in continuous existence and actively engaged in the business of providing Labour Law and Compliance Services in India for a minimum period of five (5) years as on the bid submission date	A. Copy of Purchase Order / Work Order/MSA; and B. Completion certificate (for Completed project)/ Self declaration on company letterhead (for ongoing projects). The successful completion certificate issued by client should contain date of start, date of completion, value on completion of work etc. (or) Self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project.	a) Greater than equal to 5 years and less than 10 Years: 09 Marks b) Greater than equal to 10 years and less than 15 Years: 12 Marks c) 15+ years: 15 Marks		15
2	Bidder Experience - The Bidder must have successfully completed at least two Labour Code Advisory and/or Implementation assignments within the last five years preceding the bid submission date. For the purpose of this tender, a “large-scale assignment” shall mean a project that covered a workforce of not less than 1000 employees and was	A. Copy of Purchase Order / Work Order/MSA; and B. Completion certificate (for Completed project)/ Self declaration on company letterhead (for ongoing projects). The successful completion certificate issued by client should contain date of start, date of completion, value on completion of work etc.	a) 2 projects: 18 Marks b) 3-5 projects: 25 Marks c) 6 or more projects: 30 Marks		30

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

	executed for a single client such as a Government Department, Public Limited Company, or Private Limited Company in India or BFSI Sector.	(or) Self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project.		
3	Technical Team Size: The Bidder must have technical team size of not less than twenty-five (25) professionals on the company’s payroll as on the bid submission date. This team shall comprise senior labour law experts with proven advisory and implementation experience, qualified professionals holding degrees such as LLB, CS, CA, or MBA (HR), and at least one designated Lead Consultant responsible for overall project delivery.	Self-attested declaration on firm’s letter head with names of employees along with their qualifications and years of experience.	a) 25-30 employees: 15 Marks b) 31-45 employees: 20 Marks c) Greater than equal to 46 employees.: 25 Marks	25
4	Average Annual Turnover The bidder should have Average annual turnover more than INR 10 Lakhs in the last three (3) financial years (FY 2022-23, FY 2023-24 and FY 2024-25) from Indian Operations. (Not inclusive of the turnover of associate companies)	Copy Balance sheet / CA certificate	a) ≥ 10 and < 20 lakhs: 09 Marks b) ≥ 20 and < 30 lakhs: 12 Marks c) Greater than equal to 30 lakhs: 15 Marks	15
5.	The Bidder should have average Positive Net worth for the last 03 (three) audited financial years viz. 2022- 23, 2023-24 and 2024-25.	Copy of Balance sheet / CA certificate	a) < 10 lakhs: 09 Marks b) ≥ 10 and < 20 lakhs: 12 Marks c) Greater than equal to 20 lakhs: 15 Marks	15

Note:

- The bidder is required to provide documentary evidence for each of the above criteria.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

- 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:

- Technical – 70%
- 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.

The bidder achieving the maximum overall score will be selected for the project.

Award of Work:

- The Commercial Bids of technically qualified bidders will be opened on the prescribed date.
- Taxes shall be over and above the total cost proposed and shall be applicable as per Indian Tax Laws from time to time.
- StockHolding will notify successful Bidder in writing (Email) that its proposal has been accepted. The Bidder should confirm via email to StockHolding within 7 days for acceptance of assignment with StockHolding.

Submission of Bids

The online bids will have to be submitted within the time specified on website <https://gem.gov.in/> . Bidders must familiarize (if not already) with the Portal and check/ fulfil the pre-requisites to access and submit the bid there.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

- a) 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
- b) The offer should be valid for a period of at least 90 days from the date of submission of bid.
- c) 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.
- d) 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.
- e) Delayed and/or incomplete bid shall not be considered.
- f) 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.

Evaluation of Bids:

StockHolding will evaluate the bid submitted by the bidders under this RFP. The Bidder needs to comply with all the Eligibility & Technical 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 & Technical evaluation will be eligible for Commercial bid evaluation.

The Commercial Bids, of only those bidders will be opened who score a minimum of 60 marks in Technical Evaluation.

The H-1 bidder will be determined on the basis of the highest score in Techno-commercial evaluation. The bidder who has highest score in techno-commercial evaluation will be awarded the assignment.

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.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

Scope of Work

The scope of work of the consultant is defined as follows:

The consultant will lead the complete advisory and implementation mandate, if and wherever required, to support StockHolding's transition to the newly enacted Labour Codes. The scope encompasses a comprehensive review of the existing HR Practices, compensation, compliance framework, HR policies and audit with a clear roadmap for legally compliant restructuring, if and wherever required. The assignment will include:

A. Diagnostic & Gap Assessment: Detailed assessment of StockHolding's current HR, payroll, benefits, and compliance framework vis-vis.

I) Codes:

- Code on Wages
- Code on Social Security
- Industrial Relations Code
- Occupational Safety, Health & Working Conditions (OSH) Code

II) Review under New Wage Code:

- Policy level – Review for New Wage code only, if any changes required.
- Employment Contract including Fixed Term Employees – Review for New Wage code only, if any changes required.

III) Statutory Compliances (Central & State – Wise)

- Employees, Outsourced/Contractual staff as well as Fixed Term employee

B. Advisory on Gap Analysis

Advice on the applicability of the provisions of the Codes pertaining to employees, fixed-term employees, and outsourced/contractual staff under the Code on Wages, the Code on Social Security, the Industrial Relations Code, and the Occupational Safety, Health & Working Conditions (OSH) Code.

C. Employment Letters

Review and revise employment letters/contracts for employees, fixed-term employees & Outsourced/contractual staff. Ensure contracts are compliant with the New Wage Code and other applicable labour laws.

D. Statutory Report

Prepare a comprehensive statutory compliance report covering, central and state labour law requirements, Applicability of provisions under the four Labour Codes. Documentation of compliance status for Employees, Outsourced/Contractual staff as well as Fixed Term employee.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

Note: The selected Consultant shall provide a certification confirming that the advisory and implementation delivered are 100% compliant with applicable labour laws, including the New Wage Code.

Tentative Phase wise plan –

Phase	Deliverable / Activity	TAT
Phase I – Diagnostic & Gap Assessment	Submission of a detailed Gap Analysis Report covering existing HR practices, payroll, policies, and statutory compliance in alignment with applicable Labour Codes.	Within 15 days from the issuance of the Purchase Order (PO)
Phase II – Advisory & Design	Submission of a comprehensive Advisory Report covering Labour Law compliance, New Wage Code compliance, payroll structuring, HR policies, employment contracts, and HR documentation.	Within 45 days from completion of the Diagnostic & Gap Assessment phase

The duration of the project may be extended by a further period of up to 30 (thirty) days upon mutual agreement, if required. The total duration of the project will not exceed a period of 3 months including the 30 days extension (if provided). One-year advisory support is to be provided post submission of final report.

Penalty Terms

Penalty: 1% of project cost per week of delay beyond the 3 months contract duration, subject to a maximum of 10% of Contract value.

Contract Duration

Implementation & Delivery Timelines: Project must be implemented within the agreed timeline as defined in the ‘Scope of Work’.

1. Out of pocket expense:

No out of pocket expenses will be paid for the assignment.

2. Payment

a. The bidder will submit the consolidated invoice for the payments.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

- b. All bills should be submitted on printed GST compliant invoices and duly signed.
- c. No advance will be made under any circumstances.
- d. The payment will be made against invoices duly verified, stamped and signed by the user department of StockHolding.
- e. 100% Payment shall be made after submission and acceptance of final report.

3. 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 or return of BG/FDR to the successful bidder on providing an acceptance confirmation against the PO issued by StockHolding.
- b. In case of unsuccessful bidders, the EMD will be refunded to them through NEFT or return of BG/FDR within 30 days after selection and confirmation of successful bidder, subject to internal approval of StockHolding.

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 ₹ 5,000 per day will be imposed on the successful bidder for any delay in issuing the PBG within the specified timestrline.

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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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 endeavour 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 in 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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

and accept that StockHolding's decision in this regard will be final and binding on all bidders.

Integrity Pact

The successful Bidder will have to enter in to an Integrity Pact with StockHolding. The format (text) for the Integrity Pact is provided as Annexure-5. The successful Bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the successful 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-8), 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.

Termination Clause

StockHolding reserves the right to terminate the contract at any time during the contract period by giving 90 (Ninety) days' notice in writing to the bidder at their last known place of business. StockHolding's decision under this clause shall be final, conclusive and binding on the bidder and shall not be called in question.

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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

**ANNEXURE - 1 - Details of Bidder's Profile
(To be submitted along with technical bid on Company letter head)**

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

Sl. No	Parameters	Response										
1	Name of the Firm/Company											
2	Year of Incorporation & Constitution	Upload Incorporation Document										
3	Names of the Managing Partner / Managing Director											
4	Company PAN No.	Upload PAN Document										
5	Company GSTN No.	Upload GST Document										
6	Company domain email id											
7	Addresses of Firm/Company (one of the offices should be in Mumbai / Navi Mumbai/ Thane)											
	a) Head Office											
	b) Branch Office											
8	Post qualification experience in full time practice and Details of the lead partner assigned to StockHolding	Upload self-declaration on letter head										
	a) Name and Designation											
	b) Mobile number											
	c) E-mail ID											
9	No. of Years of the firm in practice	Upload relevant supporting documents										
10	Financial parameters											
	Business Results (last three years)	<table border="1"> <thead> <tr> <th>Annual Turnover</th> <th>Net Worth</th> </tr> <tr> <th>(Rs. in Crores)</th> <th>(Rs. in Crores)</th> </tr> </thead> <tbody> <tr> <td>2022-23</td> <td></td> </tr> <tr> <td>2023-24</td> <td></td> </tr> <tr> <td>2024-25</td> <td></td> </tr> </tbody> </table>	Annual Turnover	Net Worth	(Rs. in Crores)	(Rs. in Crores)	2022-23		2023-24		2024-25	
Annual Turnover	Net Worth											
(Rs. in Crores)	(Rs. in Crores)											
2022-23												
2023-24												
2024-25												
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)										

Dated this..... Day of 2026

(Signature)
(In the capacity of)

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

ANNEXURE - 2 – Eligibility Criteria

Sr. No.	Eligibility Criteria	Documents to be submitted (Duly attested)
1.	A public or private firm, registered under the Companies Act 1956, a proprietorship firm, or a partnership firm registered under the Indian Partnership Act, 1932 or an LLP. (Consortium of companies not permitted) in India.	A. If bidder is a registered Company, Copy of Certificate of Incorporation issued by the Registrar of Companies; OR If bidder is a Proprietorship Firm, Copy of relevant documents of proprietary concern; OR If Bidder is Partnership firm or LLP, Copy of Registration of Partnership Deed;
2.	Blacklisting/Litigation: The bidder should have not been blacklisted at any time by the Central / State Governments/ PSUs / PSBs / Financial sector. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs / PSBs / Financial sector, the name of the company or organization must have been removed from the said list as on date of submission of the RFP, otherwise the bid will not be considered.	Self-attested Declaration on the firm's letter head
3.	Taxation Registration The bidder must have a valid: 1. PAN (Mandatory) 2. GST Registration No. (Mandatory), MSME Registration No. (If applicable)	Copy of documents to be uploaded.
4.	Bidder Experience - The Bidder must have successfully completed at least two large scale Labour Code Advisory and/or Implementation assignments within the last five years preceding the bid submission date. For the purpose of this tender, a "large-scale assignment" shall mean a project that covered a workforce of not less than 1000 employees and was executed for a single client such as a Government Department, Public Limited Company, or Private Limited Company in India or BFSI Sector.	Self-attested declaration on firm's letter head with names of clients, their contact details and respective PO Copies and completion certificates.
5.	The Firm should have a minimum average annual financial turnover of Rs. 10 lakhs or more from practice, in the last three audited financial years viz. 2022- 23, 2023-24 and 2024-25.	Copy of CA certificate/Balance sheet
6.	The Bidder should have average Positive Net worth for the last 03 (three) audited financial	Copy of Balance sheet / CA certificate

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

	years viz. 2022- 23, 2023-24 and 2024-25.	
7.	Ownership: The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of StockHolding and its subsidiaries. The firm should not have any conflict of interest with the IFCI/Stockholding group.	Self-attested Declaration on firm's letter head
8.	The Bidder is to submit the following documents (signed and stamped): (e) Bidders Profile (Annexure -1) (f) Integrity Pact as per Annexure – 5. (g) Compliance Statement (Annexure -6) (h) Undertaking cum Indemnity (Annexure-9)	Duly signed and stamped annexures are to be uploaded.

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)

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

ANNEXURE - 3 – Technical Criteria

Sr. No.	Criteria	Supporting Documentation	Technical Matrix	Score	Max Marks
A. Experience, Turnover & Resource Strength					
1	Years of Operations: The Bidder must have been in continuous existence and actively engaged in the business of providing Labour Law and Compliance Services in India for a minimum period of five (5) years as on the bid submission date	A. Copy of Purchase Order / Work Order/MSA; and B. Completion certificate (for Completed project)/ Self declaration on company letterhead (for ongoing projects). The successful completion certificate issued by client should contain date of start, date of completion, value on completion of work etc. (or) Self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project.	a) Greater than equal to 5 years and less than 10 Years: 09 Marks b) Greater than equal to 10 years and less than 15 Years: 12 Marks c) 15+ years: 15 Marks		15
2	Bidder Experience - The Bidder must have successfully completed at least two Labour Code Advisory and/or Implementation assignments within the last five years preceding the bid submission date. For the purpose of this tender, a “large-scale assignment” shall mean a project that covered a workforce of not less than 1000 employees and was executed for a single client such as a Government Department, Public Limited Company, or Private Limited Company in India or BFSI Sector.	A. Copy of Purchase Order / Work Order/MSA; and B. Completion certificate (for Completed project)/ Self declaration on company letterhead (for ongoing projects). The successful completion certificate issued by client should contain date of start, date of completion, value on completion of work etc. (or) Self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project.	a) 2 projects: 18 Marks b) 3-5 projects: 25 Marks c) 6 or more projects: 30 Marks		30

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

3	Technical Team Size: The Bidder must have technical team size of not less than twenty-five (25) professionals on the company's payroll as on the bid submission date. This team shall comprise senior labour law experts with proven advisory and implementation experience, qualified professionals holding degrees such as LLB, CS, CA, or MBA (HR), and at least one designated Lead Consultant responsible for overall project delivery.	Self-attested declaration on firm's letter head with names of employees along with their qualifications and years of experience.	a) 25-30 employees: 15 Marks b) 31-45 employees: 20 Marks c) Greater than equal to 46 employees.: 25 Marks	25
4	Average Annual Turnover The bidder should have Average annual turnover more than INR 10 Lakhs in the last three (3) financial years (FY 2022-23, FY 2023-24 and FY 2024-25) from Indian Operations. (Not inclusive of the turnover of associate companies)	Copy Balance sheet / CA certificate	a) ≥ 10 and < 20 lakhs: 09 Marks b) ≥ 20 and < 30 lakhs: 12 Marks c) Greater than equal to 30 lakhs: 15 Marks	15
5.	The Bidder should have average Positive Net worth for the last 03 (three) audited financial years viz. 2022- 23, 2023-24 and 2024-25.	Copy of Balance sheet / CA certificate	a) < 10 lakhs: 09 Marks b) ≥ 10 and < 20 lakhs: 12 Marks c) Greater than equal to 20 lakhs: 15 Marks	15

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.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

- 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.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

ANNEXURE - 4 - Commercial Price Bid Format

Sr. No	Item	Amount (₹)
1	Lumpsum Fee for the project	
	GST (₹)	
	Grand Total with GST (₹)	

Note:

- Price to be quoted for the entire project including GST while uploading financial bids on GeM portal.
- No out of pocket expenses will be paid on account of local conveyance, dearness allowance and daily allowance etc.
- The annexure can be uploaded as financial bid document on GeM portal. Under no circumstance is this annexure to be uploaded with the technical bid documents, failing which the bid shall be summarily rejected.

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

ANNEXURE - 5 – 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:

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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 /

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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).

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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 /

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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.) and Smt. Niva Singh, IRAS (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 25 lakhs or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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)

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

**ANNEXURE – 6 – Compliance Statement
(To be submitted on Company Letter Head)**

Sub: RFP REF NO: CPCM-21/2026-27 dated 08-Jul-2026 for RFP for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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	Technical criteria		
5	Financial Price Bid		
6	Non-Disclosure Agreement		
7	Payment Terms		
8	Bid Validity		
9	Integrity Pact		
10	All General & Other Terms & Conditions in the RFP		

(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:

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

ANNEXURE – 7 – 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 Partnership firm/LLP 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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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:

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

ANNEXURE – 8 – 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

Firm Name, a company incorporated under the Partnership Act, 1932 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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

- 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:

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

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

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

ANNEXURE – 9 – Undertaking cum Indemnity

XX-XXX-2026

To,
Stock Holding Corporation of India Ltd.

Dear Sir/Madam,

We , M/s _____, represented through our authorized representative Mr./Ms. _____, having our registered office at _____, do hereby solemnly undertake as follows:

- 1) That we shall comply with and abide by all labour related and other compliances/rules and regulations required by Stock Holding Corporation of India Limited (“StockHolding”) at all times.
- 2) That we shall ensure adherence to all instructions, compliances, directions and audit requirements issued by StockHolding time to time.
- 3) That non-compliance of any requirement, rules and regulations as mentioned above may lead to any action deemed appropriate by StockHolding including invocation of bank guarantee & penalty.
- 4) That in consideration of the above, I Mr./Ms. _____ on behalf of M/s _____, do hereby undertake that I (including my executors, administrators and assigns) shall at all times indemnify, defend and hold harmless StockHolding, its respective directors, officers, representatives, employees and agents (collectively known as indemnified persons) from and against any and all losses, damages, claims, fines, fees, penalties, interest obligations, deficiencies, and expenses (including amounts paid in settlement, interest, court costs, out-of-pocket fees and expenses of investigators, attorneys, accountants, financial advisors and other experts, and other out-of-pocket expenses of litigation) suffered or incurred by the Indemnified Persons, as a result of, arising from, or in connection with or relating to (a) any matter inconsistent with, or any breach or inaccuracy of any representation, warranty, covenant (b) failure to perform (whether in whole or part) any obligation

Request for Proposal (RFP) for Engagement of Consultant for Review and Revision of Salary Structure and HR Procedures at StockHolding in line with the New Labour Codes.

required to be performed by me pursuant to this indemnity or (c) any claims or demands raised or made, or proceedings initiated, by any third party against StockHolding in relation to the subject matter of this indemnity bond.

- 5) That this indemnity bond shall be subject to the exclusive jurisdiction of the courts of Mumbai only.
- 6) I hereby declare that I have not intentionally or deliberately evaded or concealed any relevant information from StockHolding.
- 7) I hereby state that M/sis liable for any action by StockHolding in case of any of the covenants mentioned above holds to be untrue.
- 8) I solemnly affirm that the statements made herein above are correct and true to the best of my knowledge and belief.

Date: this _____ day of _____ 2026.

Signature _____

Witnesses

1

Signature _____

2.

Signature _____