

E-TENDER

REQUEST FOR PROPOSAL

FOR PROVIDING OUTSOURCED MANPOWER SERVICES FOR STOCKHOLDING OFFICES

**Tender Reference No. :
STOCKHOLDING/South-1 Karnataka /OUTSOURCING/2024**

E - Mail Details:

kavitakulkarni@stockholding.com, anilkumark@stockholding.com

Contact Name: Ms. KavitaKulkarni / K AnilKumar

: Registered Office:

**301, Centre Point,
Dr. Babasaheb Ambedkar Road, Parel,
Mumbai - 400012**

: Regional Office:

**No.51, 1st Cross, J C Road BgSE Towers,
Bengaluru - 560027**

CONTROL SHEET

Key activities & Due dates

Sr No	Description	
1	Notice No.	STOCKHOLDING/KAR/OUTSOURCING/2024
2	Subject	Contract for providing outsourced Manpower Services
3	e-mail Details	kavitakulkarni@stockholding.com anilkumark@stockholding.com
4	Last date and time for submission of RFP(Technical and Financial Bid) on https://gem.gov.in	On or Before :10 th May 2024 by 3.30 PM
5	Date,Time and place for Pre-bid meeting	On or Before :03 rd May 2024 : virtual meeting
6	Date and Time for opening of Technical Bid	On or Before : 10 th May 2024 at 5 pm.
7	Date and Time for opening of e-Financial Bid	On or before 10 th May at 5 PM
8	Eligibility Criteria & Application Form available on website	www.stockholding.com

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SCOPE OF WORK

The Service Provider will provide the following services at the below locations:

Locations : BANGALORE J C ROAD BRANCH, JAYANAGAR,
KORAMANGALA, MALLESHWARAM, YELAHANKA, MYSORE, HASSAN
MANGALORE, KARKALA, KUNDAPUR, UDUPI, SHIMOGA , DAVANGERE
HUBLI, DHARWAD, BELGAUM, GULBARGA, BAGALKOT, RAICHUR, BELLARY

The above said locations may increase or decrease.

Data Entry Operator:

Qualification: Minimum 12th pass preferably with basic computer knowledge and proficiency in Typing.

- Filing, printing, photocopying, scanning of various documents, packing and dispatching of documents/letters, coordination with dispatch vendor / courier, retrieval of files / documents, etc.,
- Handling of Stationery
- Mail counter management: Keeping track and handling of mail collection, dispatch and distribution. Packing correspondence from the mail counter, making basic level entries, retrieval of forms, scanning etc.,
- Depositing of cheques / Demand Drafts in Banks, preparing pay in slips etc.,
- Physical and Digital storage of documents.
- Delivering / collecting documents from the clients, depositing documents at banks / companies / registrars, StockHolding branches etc.,
- Other Miscellaneous work / assignment within the department which may be required to be done from time to time.

Customer Service Executive :

Qualification: Graduate preferably with basic computer knowledge and proficiency in Typing.

- Handling routine telephonic queries of the clients and follow-up under supervision of StockHolding's officers.
- Attending calls and responding to clients with information provided.
- Making calls for recovery of dues from the clients.
- Co-ordination with clients and branches

- Fluency in Kannada, English and Hindi.
- Maintaining MIS.
- Tele-calling clients and generating other new leads.
- Handling Front Desk Activities.
- Email response to basic queries regarding documentation, client details, modifications, etc.,
- Other Miscellaneous work/assignment within the department which may be required to be done from time to time.

II

Approximate requirement of outsourced manpower is as per the details mentioned below:

Karnataka Region.

Particulars	Clerical Executive (Semi-skilled)		Customer Service Executive (Skilled)		Data Entry Operator (Skilled)		Driver (Skilled)	Office boy / peon / House Keeping (Unskilled)
	upto 02 years	02 years and above	upto 02 years	02 years and above	upto 02 years	02 years and above	Driving Experience of 3 years and above	01 year and above
Total Approx. Requirement	2	2	5	5	10	10	1	2

The aforesaid number is indicative only and actual number may vary and Stock Holding does not assure any fixed number of staff through Service Provider. The requirement of skilled, semi-skilled and other categories of workers will be purely need based. Therefore, the number of Service provider's staff may be increased or decreased at any point of time. Stock Holding will be under no obligation to engage any specific number of Service Provider's staff during the period of contract.

III Pre-Qualification Criteria

1. The Service Provider should be of repute and an established entity in the business of providing staff for Outsourcing services with a minimum 05 years' continuous experience (without any break) in providing manpower supply services in the same line of business as Banking Sector, Financial Services, Public Sector and reputed private organisations . Suitable satisfactory experience certificate should be submitted.

2. Bidder should have experience in similar nature of work for at least THREE works each costing not less than 1.60 Crores. OR TWO works of 2 Crores. OR ONE work of 3.20 crores during the last three years out of five years with any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organisations.

The successful completion certificate 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 / one parent company & its subsidiaries shall be treated as a single work order".

3. The Service Provider should have a minimum annual average turnover of Rs. 1 Crore (Rupees One Crore only) for 3 years out of the last 5 financial years as per the audited financial statement. [CA Certificate to be submitted].
4. The Service Provider should be currently providing approx. 100 Nos. of skilled or semi-skilled staff to the companies.
5. The Service Provider should have capacity to provide skilled, semi-skilled and unskilled staff as and when required by Stock Holding. The Service Provider shall provide the total number of its present employees. The outsourcing staff as provided by the Service Provider should be well equipped to handle outsourced activities those of Banking Sector, Financial Services sector as detailed in Sr. No. II.
6. The registered office or one of the branch offices of the Service Provider should be located in major cities of Karnataka Region

7. The Service Provider declared by Government /any public sector / any reputed private organisation as black listed / terminated for any unlawful practices shall not be eligible and an undertaking in this regard needs to be submitted.
8. The Service Provider should have registrations under EPF Act, ESI Act, 1948, Shops & Establishment Act, Profession Tax Act, Labor Welfare Fund Act or any other local laws applicable to them presently or in future. The Service Provider shall be making proper compliances with the applicable Labor laws such as EPF Act, 1952, ESI Act, 1948, LWF Act, Shops & Establishment Act, Payment of Bonus Act, 1965, Maternity Benefit Act, 1961, Payment of Gratuity Act, 1971, Contract Labor (R & A) Act, 1970, POSH Act, Minimum Wages Act, Payment of Wages Act, Profession Tax Act and all other Labor Laws which will be applicable to service provider in future. The Service Provider should regularly submit all documents / Registers/ Challans in support of compliance with the Labor Laws to the Company.
9. The Service Provider should fulfill all the statutory requirements like GST Registration, PAN card and license by competent authorities including the Labor Commissioner.
10. The Service Provider or its holding company or its subsidiary company or its associate, should not be in competing business of Stock Holding and its subsidiaries.
11. The Service Provider shall provide all the documents as required by Stock Holding in proof of Compliances made under various applicable laws every month.

IV PROCEDURE FOR SUBMISSION OF APPLICATIONS

Online Submission of Technical Bid

- Technical and other non-commercial queries (not impacting price) can be routed to the respective e-mail id indicated in the e-tender document.
- Online application submission related queries could be addressed to M/s. e-Procurement Technologies Ltd. personnel indicated in the document.
- M/s. e-Procurement Technologies Ltd. responsibility is limited to technical assistance of bid event. Finalisation of bidding process and selection of service provider would be directly between service providers and Stock Holding.
- Application once made cannot be withdrawn / modified / change under any circumstances.
- The application submitted by telegram/Fax/Email shall not be considered and is liable to be rejected. No correspondence will be entertained in this matter.
- No other documents or new terms and conditions are to be uploaded in Technical Bid.
- The Service Provider is requested to submit its application prior to last date and time of submission to avoid any inability due to telephone line glitch, internet response issues, software or hardware hands will not be the responsibility of M/s. e-Procurement Technologies Ltd or of Stock Holding. However, M/s. e-Procurement Technologies Ltd. shall make every effort to ensure availability of technology resources to enable submission of application.
- Stock Holding's interpretation regarding errors in particulars or typographical or clerical errors shall be final and binding on the Service Provider.
- Stock Holding reserves the right to waive any minor deviation or omission.

- StockHolding reserves the right to accept or reject any or all other applications without assigning any reason.
- StockHolding also reserves the right to re-issue / recommence the entire process without the Service Provider having the right to object.
- Any decision of StockHolding in this regard shall be final, conclusive and binding on the Service Provider.
- Any time prior to the last date for receipt of forms, StockHolding reserves the right, for any reason, to modify the terms and conditions by issuing an addendum / corrigendum. Any such amendment issued along with the original document will constitute revised document and the same will be uploaded on the website www.stockholding.com and the Service Provider is advised to visit the website frequently to check for any amendments.
- All uploaded documents copies needs to be attested.
- StockHolding will consider only such applications that satisfy the eligibility criteria.
- The Service Provider need to have the following Minimum IT/System Requirement for submission of tender:
 1. Computer / Laptop with internet connection
 2. Operating system – Window XP Service Pack -3/VISTA/WINDOWS 7
 3. Digital Certificate – Class II or III, Signing + Encryption and it should be organizational certificate.
- The Service Providers who already have a valid and supported Digital Certificate do not need to procure a new Digital Certificate.
- The Technical Bids once made, cannot be cancelled and the Service Provider shall be bound by the same.
- The bidders are required to upload all the documents in Portable Document Format (.pdf).
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message will be displayed with date and time.

The bidders are requested to submit the bid through GemPortal well before the bid submission end date and time (as per Server System Clock and the said Server System Clock Time shall be final). The bidders are advised not to wait till the last minute or last few seconds to enter their bid.

Online Submission of Financial Bid:

- The Service Provider will submit financial bids online in electronic format on G E M P o r t a l
- The Service Provider shall upload the scanned copy of receipt as a proof of depositing EMD along with Bids. Otherwise the bids in electronic form will not be considered. ***Firms registered under National Small Industries Corporation (NSIC) / Micro, Small and Medium Enterprises (MSME) for specific trade are exempted from EMD and shall upload the scanned copy of necessary documents.***
- Manual bids shall not be accepted. The offers submitted by telegram/Fax/Email shall not be considered and is liable to be rejected. No correspondence will be entertained in this matter.
- The Service Provider is requested to submit Financial Bids prior to the last date and time of submission to avoid any technical glitch or any other difficulty resulting in non-submission of the Bids due to non-availability of internet/website at last moment and/or for any other reason whatsoever. Neither StockHolding nor the e-tender service provider shall be responsible for any issues such as internet connectivity or non-compatibility internet browser, etc. The Financial Bid received after the prescribed date & time shall be rejected.
- The Service Provider needs to have the following Minimum IT/System Requirement for submission of tender:
 1. Computer / Laptop with internet connection
 2. Operating system – Window XP Service Pack -3/VISTA/WINDOWS 7
 3. Digital Certificate – Class II or III, Signing + Encryption and it should be organizational certificate
- The Service Providers who already have a valid and supported Digital Certificate do not need to procure a new Digital Certificate.
- The Service Provider shall submit the Financial Bid (as per **the formats provided in website**) and the Acceptance Letter (**as per the formats provided in website**) through G E M P o r t a l .

- The Financial Bids once made, cannot be cancelled and the Service Provider shall be bound by the same.
- The Service Provider shall quote for all the components along with all the categories mentioned in the Financial Bid.
- The Service Provider is required to check the prices / amount carefully before uploading financial Bid.
- The prices quoted in the Financial Bid should be inclusive of all charges except applicable taxes. No deviation in the Financial Bid shall be allowed. StockHolding reserves the right to reject any or all bids.
- The Financial Bid shall be unconditional and any conditional/incomplete Financial Bids shall be liable for rejection.
- The bidders are required to upload all the documents in Portable Document Format (pdf).
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message which will be displayed with date and time.
- The bidders are requested to submit the bid through **GEM Portal** well before the bid submission end date and time (as per Server System Clock and the said Server System Clock Time shall be final). The bidders are advised not to wait till the last minute or last few seconds to enter their bid.

V FORMAT FOR APPLICATION

Sr. No.	Particulars	Required Details
1	Name of the Firm	To be filled
2	Name of the Proprietor/Partners/Directors	To be filled
3	Certificate of Registration No./Date of Registration	Upload
4	Certificate of registration under Shops & Establishments Act	Upload
5	Permanent Address	To be filled
6	Telephone / Mobile no. with e-mail id	To be filled
7	Year of Establishment	To be filled
8	Details of infrastructure, number of offices/branches	Upload
9	Total number of employees at present	To be filled
10	Copy of Latest Annual E-return along with Challan form in r/o	Upload

	ESIC & EPF payment for its employees	
11	Proof of annual financial turnover certified by Chartered Accountant during last three years (i.e. 2020-2021, 2021-2022,2022-2023)	Upload
12	PAN Card	Upload
13	GST Reg. No.	Upload
14	ESIC Registration with date	Upload
15	EPF Registration with date	Upload
16	Professional Tax Registration	Upload
17	License by competent authorities including the Labor Commissioner	Upload
18	Labour Welfare Fund Registration	Upload
19	Experience in Outsourcing Services (no. of years)	To be filled
20	Indicate, if involved in any arbitration at present or in the past and mention present status.	Yes/No
21	Any civil or criminal suit(s) arisen in the contract of works executed during last 3 years if yes, please give brief description.	Yes/No
22	Bank Name & address (copy of cancelled cheque)	Upload
23	Declaration on letterhead for not being declared by Govt. /any public sector / any reputed private organisation as black listed / terminated for any unlawful practices	Upload
24	Declaration on letterhead that the Service Provider or its holding company or its subsidiary company or its associate, should not be in competing business of StockHolding and its subsidiaries	Upload

25 Details of similar contracts received from Banks & Financial Services, Reputed Private Organization, PSU, GOI etc.

Sr. No.	Nature of the work executed with	Name and contact details of contact person (for reference)	Value of the contract	Period of contract	Upload experience certificates of Previous Clients
1					
2					
3					
4					
5					
6					
7					
8					

26 **Declaration**

I/We hereby declare that the information furnished above is true and correct. I/We am/are aware that incorrectness of the aforesaid information shall result in immediate termination of the contract and StockHolding shall be entitled to recover the necessary costs and damages. I/We confirm that we comply with the pre-qualification eligibility criteria.

VI EVALUATION OF TECHNICAL BID

Bidder Credential						Max Score
	The Firm should be a reputed company/ firm having existence in India and should have experience for at least 5 years in providing Manpower Supply Services	5 to 6 years	7 to 8 years	8 to 10 years	More than 10 years	
		5	10	15	20	20

2	The Firm should have provided services for BFS / any reputed private organization in line with the tender	1 -3 Company	4 - 5 Company	6 -7 Company	More than 7 Company	
		5	10	15	20	20
3	The Firm should have provided services for PSU/GOI in line with the tender in the last three years out of five years	1 Company	2 Company	3 Company	More than 3 Company	
		2	3	4	5	5
4	Number of present employees	60 – 75	76 -90	91 – 105	Above 105	
		5	10	10	15	15
5	Average Annual Turnover of Last Three FY	1 – 1.25 Crore	1.26 – 1.50 Crore	1.51 – 1.75 Crore	Above 1.75 Cr	
		5	10	15	20	20
6	Total Number of Similar Contracts in the last three years out of five years	5 – 7	8 – 10	10 – 12	More than 12	
		5	10	15	20	20
	Total Score					100

- The Technical Bid will have 100 marks.
- The Service Provider who scores minimum 60 marks shall qualify for participating in the Financial bid
- The Technical Bid shall be evaluated as per the score card here above.
- The applications will be evaluated by the internal committee appointed by StockHolding and their decision is final and binding.
- The work orders issued by one company for its multiple locations / one parent company & its subsidiaries shall be treated as a single work order.

GENERAL TERMS AND CONDITIONS

1. Validity of Contract - Contract shall remain valid for a period of two years. It may be extended for further period of one year on mutual terms and conditions. Either party may terminate the contract by serving a prior written notice of 60 (Sixty) days to the other Party, expressing its desire to terminate the Contract.

2. Pre-Bid Meeting – The clarification on the queries generally applicable to all bidders during the Pre-Bid Meeting will be uploaded on the website. The Corporation will not be obliged to answer any queries received after the Pre-Bid Meeting.

3. Cost of Bid Document: The Bidder shall bear all cost and expenses associated with the preparation of its Bid and STOCKHOLDING shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.

4. Security Deposit:

- a) Earnest Money Deposit (EMD)
- db) Bank Guarantee

a) Earnest Money Deposit (EMD) –The Service Provider shall deposit an interest-free amount of Rs. 2,00,000/- by means of a demand draft from scheduled / nationalized bank in favour of ‘STOCK HOLDING CORPORATION OF INDIA LIMITED’, payable at Bangalore . The EMD for the unsuccessful Service Providers will be refunded only after finalisation of the process. EMD in any other form will not be accepted as valid EMD. Scanned copy of EMD as prescribed, should be uploaded at the time of submission of financial bid and original Demand draft with details of Service Provider has to be couriered/submitted to the Corporation’s Regional Office. The envelope super scribed as “TENDER FOR HIRING OF OUTSOURCED MANPOWER SERVICES’.

Non-receipt of original demand draft on or before **10th May 2024** (one working day prior to technical bid opening, the Service Provider is liable for disqualification. Firms registered under National Small Industries Corporation (NSIC) /Micro, Small and Medium Enterprises (MSME) are exempted from EMD. The necessary documents in this regard needs to be uploaded on or before **41TH ===== May 2024**.

EMD shall be forfeited in case of failure to provide the services / breach of terms & conditions / revision of any of the prices quoted during the validity period / found to have indulged in fraudulent practices in the bid submission process / withdraw of tender before the expiry of validity period stipulated in the bidding document.

EMD of unsuccessful bidder shall be returned within 15 working days on finalization of contract with the successful bidder. Further EMD of the successful bidder shall be returned on submission of Bank Guarantee of 5% of the contract value.

b) Bank Guarantee: On award of the work, the successful bidder shall submit a Bank Guarantee from a scheduled / nationalized bank of 5% of the annual Contract Value as Security Deposit within 21 days from the date of award of work. The Bank Guarantee shall be valid for a contract period i.e. two years and two months with a claim period of additional six months from the date of expiry of Bank Guarantee. The Bank Guarantee draft shall be shared by the Corporation.

StockHolding reserves the right to forfeit the amount deposited as security deposit / invoke the Bank Guarantee, in case, successful service provider fails to accept the terms and conditions mentioned in the tender within specified time as per intimation / direction from StockHolding or backs out after acceptance.

5. COMPLIANCE WITH STATUTORY PROVISIONS

- The Service Provider 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).
- The Service Provider to comply with the provision of all Labour Laws applicable to him, at his own cost. the Service Provider and/or its employees shall at all times will be solely responsible for any liabilities arising out of such, non-compliance and the Service provider 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 Service Provider 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.
- The Bonus will be payable to all eligible contract employees by the contractor.
- All the employees shall be paid wages which will not be less than the rates of Minimum Wages declared by the appropriate Govt from time to time.
- As per the Payment of Gratuity Act the amount of Gratuity will be payable to the contractor, based on the number of completed years in the corporation by the respective contract employee.
- The Service Provider shall be responsible for maintenance of proper records as required under the provision of various Statutory/Regulatory Authorities applicable to the Service Provider and produce them for inspection as and when demanded by StockHolding or any other appropriate authorities.
- The format of Monthly / Quarterly Compliance Certificate are available in our website.

6. TERMINATION OF CONTRACT

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

- In the event of the contractors 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 contractors and to claim from the contractors any resultant loss sustained or cost incurred.

7. No advance shall be paid and no escalation in rates on any account shall be permitted during the contract period. Only changes in rates as per the Minimum Wages Act or any statutory requirement of Govt. will be allowed with supporting document for such change.

8. The Service Provider undertakes and agrees that it shall not involve himself /herserlf or any of his /her representatives in price manipulation of any kind directly or indirectly with any other Service Provider.

9. PERSONNEL DEPLOYED BY THE SERVICE PROVIDER

- The Service provider shall provide Bio Data of its employee and selection will be made based on interview, if needed.

- The deployed personnel of the Service Provider shall be well-mannered and maintain the office decorum and discipline. If, in the opinion of StockHolding, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he/she should be replaced immediately. The Service Provider shall strictly monitor performance of his employees.

- The Service Provider shall deploy manpower at all the branches as per the requirement of StockHolding and the branches and number of staff may vary depending on the requirement . The staff must be familiar with the quantum of work and the time within which the work has to be completed. The manpower being deployed for the work as mentioned above should have necessary experience and relevant knowledge of work.

- The Service provider must deploy one supervisor at all times.

- StockHolding may advice the Service Provider for increase / decrease of manpower, if so desired, to complete any work within the schedule. The personnel engaged by the Service Provider will be in full time / part time employment of the Service Provider.

- The personnel employed by the Service Provider for providing the services shall be its own employees. At any point of time there is no relationship of Employer and Employee exists between the employees of Service Provider and Stock Holding.

- "The Service Provider shall not employ the services of any sub-contractor directly or indirectly."

10. The Service Provider shall provide the services on all working days as per Stockholding. The outsourcing staff being deployed should work for StockHolding only and not for any other Organisation of similar nature without prior approval of StockHolding during the period of deployment at StockHolding.

11. The Service Provider is responsible to pay wages / salaries and other statutory benefits to its employee as applicable. The Service Provider will make payment to the personnel deployed by them in StockHolding premises against this contract as per the applicable laws. In case of any revision in the rate of Wages, the corresponding increase in the payment of Applicable Wages

and other items will be made by the Service Provider to its personnel and the same shall be borne by StockHolding.

12. The Service Provider or his personnel shall not at any time do, cause or permit any nuisance at the site, do anything which shall cause unnecessary disturbance or inconvenience to the occupants/visitors at sight or near the site of work.

13. The Service Provider shall be responsible for all acts done by the personnel engaged by him and for maintenance of proper discipline by his personnel at the premises of StockHolding. Any act of indiscipline/misconduct on the part of any personnel engaged by the Service Provider resulting in any loss to StockHolding will be viewed seriously and StockHolding reserves the right to levy penalty or fine as decided by StockHolding on the Service Provider or even terminate the contract forthwith.

14. The contract between StockHolding and the Service Provider is on principal to principal basis. The personnel engaged by the Service Provider shall under no circumstances claim to have any employee – employer relationship. In case if any such claim is made by the employee of Service Provider then the service provider shall indemnify StockHolding.

15. The Service Provider shall remove his material / equipment and personnel peacefully on expiry of contract or on termination of the contract.

16. The Service Provider shall maintain a log book in which daily attendance of the staff shall be recorded.

17. The logbook maintained by the Service Provider shall be shown daily to StockHolding's representative at 10.00 a.m. and at any other time on demand.

18. The Service Provider shall ensure adequate response to any complaints regarding unsatisfactory jobs and shall, in addition, attend to any other job assigned by the authorized representative of StockHolding.

19. VERIFICATION OF ANTECEDENTS

The Service Provider should carry out background check of its employees and also get the antecedents of its personnel verified by the Police Authorities (police verification) before engaging and deploying them with StockHolding. In the event of any untoward incident on account of any of the employee / representative of the Service Provider, the Service Provider shall be solely responsible for the same.

20. WEEKLY OFF / PAID HOLIDAY

For all the personnel deployed in StockHolding's premises, the Service Provider will give 1 day's paid weekly off (at present on Sunday). In addition, Additional holidays as per various Acts in vogue shall be considered as paid holiday for personnel deployed in StockHolding premises during the service period. However, it will be ensured by the Service Provider, to provide uninterrupted services on all working days during the period of contract.

21. LIABILITY

Loss or damage to any material / property / equipment due to negligence of Service Provider's personnel shall be recoverable / made good by him at his own cost. StockHolding reserves the right to deduct the amount from the bills.

The Service Provider shall be responsible for and pay the expenses for providing medical treatment / compensation to their personnel who may suffer any bodily injury / loss of life during the course of their business while carrying out their contractual obligations, as a result of any accident, within the premises of StockHolding. StockHolding will not in any case be responsible to entertain any claim thereto.

22. COMPENSATION FOR DELAY

Further, compensation for delay @ Rs. 1,000/- per day per person can be imposed on the Service Provider for not carrying out the assigned services as per the contract. In addition on such days, StockHolding reserves the rights to carry out these jobs by any other Service Provider at the risk and cost of the Service Provider.

In the event of the compensation for delay exceeds 10% of the contract value, StockHolding reserves the right to terminate the contract. In such an event, no damages or compensation, whatsoever, will be payable to the Service Provider.

23. PAYMENTS TERMS :

- The Service Provider will submit the monthly bill along with Monthly / Quarterly Compliance Certificate as per format available in our website.
- All bills should be submitted on printed forms and duly signed.
- No advance will be made under any circumstances.
- Taxes, if any, shall be reimbursed by StockHolding on submission of proof of payments along with monthly bills.

24. The payment will be made within 15 working days against invoices duly verified, stamped and signed by the user department of StockHolding.

25. All disputes relating to this contract between the Service Provider 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 Bangalore in English / Kannada language. Subject to the same, the court or competent jurisdiction situated within the limits of Bangalore respectively.

26. The Service Provider shall abide by all the guidelines issued by StockHolding from time to time.

27. The Service Provider 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.

28. The successful Service Provider will have to execute an Integrity Pact with StockHolding. The format of the same is available on the website of StockHolding.

29. Security staff will verify the badges of personnel deployed by the Service Provider and only then permit entry to premises. Security staff will be authorized to verify identity badges/visitor badges, frisk bags/belongings of outsourced persons and take necessary action against defaulters.

30. The written offer issued to the successful Service Provider shall have to be accepted in writing within 5 working days from the date of issue of the offer. Failure to accept the offer within this period will result in forfeiture of the EMD & cancellation of the offer and StockHolding shall award the contract to the next successful Service Provider, as per the decision of the committee.

31. The Outsourcing agency may have adequate insurance, sufficient to provide an undertaking to suggest that it has requisite insurance policies to undertake services required to be performed under this RFP. The insurance policy should be comprehensive in nature and should also include group accidental policy for the employees being provided by the agency.

32. The personnel (housekeeping and driver) deployed by the Outsourcing Agency in our premises against this contract will always appear in proper uniform, neat and tidy from the day the contract commences. The Outsourcing Agency should provide at least 2 sets of uniforms. The uniform should have a logo of the Outsourcing Agency.

33. The Service Provider shall provide all the documents as required by Stock Holding in proof of Compliances made under various applicable laws every month..

VIII FORMAT FOR FINANCIAL BID

Cost Calculation Sheet – Breakup of Category wise monthly cost per Outsource

I - FINANCIAL BID – Bangalore (For Branches : J C Road Branch, Malleshwaram, Jayanagar, Koramangala, Yelahanka , Mysore , Hassan.

in Rs. (Per Person / Per Month – 30 days)

COMPONENT		Data Entry Operator – Skilled (i)	Customer Service Executive - Semi-Skilled (ii)	Clerical Executive - Skilled (iii)	Driver - Skilled (iv)	(Office Boy/Peon) Un-skilled (v)
Basic Wages Daily wages		Rs.609/-	Rs.561/-	Rs.609/-	Rs 519/-	Rs.527/-

DA (Special Allowance)						
HRA						
Gross Monthly = (A)		Rs.609/-	Rs.561/-	Rs.609/-	Rs.519/-	Rs.527/-
PF		Rs.68/-	Rs.68/-	Rs.68/-	Rs.68/-	Rs.62/-
ESIC		Rs.18/-	Rs.18/-	Rs.18/-	Rs.18/-	Rs.18/-
Leave Salary						
Bonus		Rs.43/-	Rs.43/-	Rs.43/-	Rs.43/-	Rs.40/-
Labour Welfare Fund						
Others						
Total Statutory Benefits (B)		Rs.129/-	Rs.129/-	Rs.129/-	Rs.129/-	Rs.120/-
Total Payable (A + B) = (C)		Rs.738/-	Rs.690/-	Rs.738/-	Rs.648/-	Rs.647/-
Total Cost to the Company Per Person (C + D) = E						
Grand Total (F) = E(i) + E(ii) + E(iii) + E(iv) + E(v)						

II - FINANCIAL BID – Mangalore : (For Branches of Mangalore, Udupi, Karkala, Kundapur, Shimoga and Davangere.)

in Rs. (Per Person / Per Month – 30 days)

COMPONENT		Data Entry Operator – Skilled (i)	Customer Service Executive - Skilled (ii)	Clerical Executive - Skilled (iii)	Driver - Skilled (iv)	(Office Boy/Peon) Un-skilled (v)
Basic Wages		Rs.609/-	Rs.561/-	Rs.609/-		
DA (Special Allowance)						
HRA						
Gross Monthly = (A)		Rs.609/-	Rs.561/-	Rs.609/-		
PF		Rs.68/-	Rs.68/-	Rs.68/-		
ESIC		Rs.18/-	Rs.18/-	Rs.18/-		
Leave Salary						
Bonus		Rs.43/-	Rs.43/-	Rs.43/-		
Labour Welfare Fund						
Others						
Total Statutory Benefits (B)		Rs.129/-	Rs.129/-	Rs.129/-		
Total Payable (A + B) = (C)		Rs.738/-	Rs.690/-	Rs.738/-		
Vendor's Service Charge (C * ___%) = (D)						

Total Cost to the Company Per Person (C + D) = E)						
Grand Total (F) = E(i) + E(ii) + E(iii) + E(iv) + E(v)						

III - FINANCIAL BID – Hubli (for Branches of Hubli, Dharwad, Belgaum, Bagalkot, Bellary, Gulbarga, and Raichur)

in Rs. (Per Person / Per Month – 30 days)

COMPONENT		Data Entry Operator – Skilled (i)	Customer Service Executive - Skilled (ii)	Clerical Executive - Skilled (iii)	Driver - Skilled (iv)	(Office Boy/Peon) Un-skilled (v)
Basic Wages		Rs.609/-	Rs.561/-	Rs.609/-		
DA (Special Allowance)						
HRA						
Gross Monthly = (A)		Rs.609/-	Rs.561/-	Rs.609/-		
PF		Rs.68/-	Rs.68/-	Rs.68/-		
ESIC		Rs.18/-	Rs.18/-	Rs.18/-		
Leave Salary						
Bonus		Rs.43/-	Rs.43/-	Rs.43/-		
Labour Welfare Fund						
Others						
Total Statutory Benefits (B)		Rs.129/-	Rs.129/-	Rs.129/-		
Total Payable (A + B) = (C)		Rs.738/-	Rs.690/-	Rs.738/-		
Vendor's Service Charge (C * ___%) = (D)						
Total Cost to the Company Per Person (C + D) = E)						
Grand Total (F) = E(i) + E(ii) + E(iii) + E(iv) + E(v)						

X – TOTAL FINANCIAL BID OF Bangalore, Mangalore and Hubli

I - Grand Total (F) = E(i) + E(ii) + E(iii) + E(iv) + E(v) Bangalore	
II - Grand Total (F) = E E(i) + E(ii) + E(iii) + E(iv) +	

E(v) of Mangalore	
lli - Grand Total (F) = E E(i) + E(ii) + E(iii) + E(iv) + E(v) of Hubli	
TOTAL FINANCIAL BID (I to IX)	

Note:

- a) The rates quoted below Minimum Wages shall not be considered.
- b) Bidders should compulsorily provide the quotations for all the three areas i.e.
 - Financial Bid – Bangalore
 - Financial Bid – Mangalore
 - Financial Bid – Hubli
- b) Month is considered as 30 days.
- c) Taxes extra, as applicable.
- d) All mandatory fields as per Applicable Act should be compulsorily filled.
- e) Lowest bidder shall be the one with the Lowest Grand Total at X.
- f) In case of multiple L1 bidders, L1 bidder shall be the one who have scored highest marks in Technical Bid.
- g) Payment will be made as per the actual attendance of the employee.
- h) Any Bidder quoting less than the latest minimum wages will not be qualified.
- i) The Financial Bids, of only those Service providers will be opened who score a minimum of 60 marks in Technical Evaluation.
- j) Online financial Bids will be evaluated by the internal committee appointed by Stock Holding and their decision in this regard is final and binding.

Certified that I/We have read the instructions given in the tender documents. I/We undertake to provide the required categories and number of manpower. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Authorised Signatory

IX EVALUATION OF FINANCIAL BID

1. The Financial Bids, of only those Service Providers will be opened who score a minimum of 60 marks in Technical Evaluation.
2. Online Financial bids will be evaluated by the internal committee appointed by Stockholding and their decision in this regard is final and binding.
3. The Service Provider who quotes lowest Grand Total at X in the Financial Bid shall be declared as L1.
4. If two or more Service Providers quotes the same rates as the lowest (L1), then the L1 will be finalized based on the highest marks obtained in the Technical bid.
5. It is expected that the requirement may increase depending on the basis of the anticipated growth in business and deliverables. In case the L1 (lowest bidder) is unable to provide additional manpower, StockHolding reserves the right to select and appoint L2 bidder who accepts the rates quoted by L1.

X ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date :
Stock Holding Corporation of India Ltd.
No.51, 1st Cross, BgSE Towers
J C Road
Bengaluru

Dear Sir,

Sub: Acceptance of Terms & Conditions

Reference No. :

Name of Work: PROVIDING OF OUTSOURCED MANPOWER SERVICES

1. I/We hereby certify that I/We have read the entire terms and conditions of the Tender (including all documents) which form part of the contract agreement and I/We hereby agree to abide by the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by you have also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept all the conditions of above mentioned document(s)/ corrigendum(s) in its totality / entirety.
4. I/We certify that all information furnished by us is true & correct and in the event that the information is found to be incorrect /untrue or found violated, then StockHolding shall without giving any notice or reason therefore or summarily reject the Application or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full security deposit / earnest money deposit absolutely.

Yours faithfully,

(Signature of the Service Provider with Office Seal)

Signature of Accepting officer

Signature of Service Provider

XI MONTHLY COMPLIANCE CERTIFICATE

a	Name & address of the Contractor	
b	Locations of StockHolding Corporation Limited Where services are produced. If more than 2 please attach separate Certificate)	
c	Name, address with email and contact number of authorized person of the vendor	
d	Total number of employees deployed at StockHolding's premises (Location wise)	
	Statutory Compliances	
1	EPF Code Number	
2	ESI Code Number	
3	Profession Tax Registration Number	
4	LWF Code Number	
5	Date of payment and amount of EPF contribution for employees deployed by vendor at StockHolding Premises (attach copy of paid Challan & ECR)	EPF Rs. _____ and PF TRRN Receipt No _____
6	Date of payment and amount of ESIC contribution for employees deployed by vendor at StockHolding Premises (attach copy of paid Challan & ESI Contribution History)	ESIC Rs.
7	Date of payment and amount of Profession Tax Paid for employees deployed by vendor at StockHolding Premises (attach copy of paid Challan)	PT Rs.
8	Date of payment and amount of LWF contribution for employees deployed by vendor at StockHolding Premises (attach copy of paid Challan)	LWF Rs. _____ Paid on
9	Total Gross Salary /Wages paid to employees employed by vendor at StockHolding Premises including	

	employee wise break up in excel format	
10	Total Net Salary/ Wages paid to employees employed by vendor at StockHolding Premises	
11	Date of Payment of Salary and Wages for employees employed by vendor at StockHolding Premises (attach proof of payment)	

All the above information and documents submitted are true to the best of my knowledge.

Signature of Vendor/Director/Owner/Partner with Company Seal

XI (a) QUARTERLY COMPLIANCE CERTIFICATE

Date :

Stock Holding Corporation of India Limited,

Dear Sir,

Sub: Agreement dated _____ for providing outsourced manpower services

This has reference to the agreement dated _____ executed between Stock Holding Corporation of India Limited and _____ for providing outsourced manpower services. Pursuant to the said agreement, I / We hereby confirm as under:

- 1) All governmental approvals as may be required for fulfilling our obligations in terms of the said agreement are obtained by us and the same are in force as of date.

- 2) The Services under the said agreement are performed by us in strict compliance with all applicable laws including but not limited to the Shops & Establishments Act, the Contract Labour (Regulation & Abolition) Act, the Minimum Wages Act, Payment of Wages Act, the Employees State Insurance Act, the Provident Fund Act and the Payment of Bonus Act, Labour Welfare Fund Act, Posh Act, Maternity Benefit Act, Labour Compensation Act, Profession Tax Act and all other Labour Laws which will be applicable in future, as also to any other order, ordinances, notifications, rules, regulations, legislation whether Central, State, Municipal or otherwise, related to or pertaining to the execution or performance of the Services under this Agreement.
- 3) The wages, salaries, other legal dues of our employees deployed by us at your premises in connection with the said agreement, are paid by us from time to time.
- 4) All registers and records required to be maintained under the aforesaid enactments and the rules framed thereunder are maintained by us.
- 5) Documents relating to compliance with various Government Acts / regulations are preserved / maintained by us and the same shall be submitted to SHCIL within 3 days of the request.
- 6) As advised by SHCIL, we have initiated the process of background checking including police verification in respect of our employees deployed at your premises and shall update the status of the same to SHCIL from time to time.
- 7) We confirm that SHCIL shall not have any responsibility and shall not be held directly or indirectly responsible or liable, in any manner; whatsoever with regard to the services and / or personnel so employed by us for performing / providing services in terms of the said Agreement.

Yours faithfully,

XII INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid for Tenders having a value of Rs.10 Lakh or more (for Administration department) and Rs.20 lakh or more (IT department). To be signed by the same signatory competent/ authorized to sign the relevant contract on behalf of StockHolding.)

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

(Each Tender must have Distinct Number and Subject Matter)

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. Vendors / 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 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 :-
 - α) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender 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.
 - β) The Principal/Owner will, during the Tender Process treat all Bidder(s)/Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s)/Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - χ) The Principal / Owner shall endeavor to exclude from the Tender 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 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 Technical Bid, as given at **Annexure I**. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical Bids as given at **Annexure II**.
 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 Stock Holding /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 / Stock Holding as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
 12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
 14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / Stock Holding, or alternatively, if any relative of an official / employee of Principal / Stock Holding 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.
 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 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 process or the contract, if already awarded, can be terminated for such reason.

III. Disqualification from Tender 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 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 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 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.

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

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

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, 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 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 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 tenders having value of 5 crore or more, the Principal / Stock Holding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender and shall keep the IEM apprised of all the developments in the Tender 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 / Stock Holding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, Stock Holding. within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / Stock Holding and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, Stock Holding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, Stock Holding . 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 Stock Holding

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.
2. Changes and supplements in any Procurement / Services Contract / Tender 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 / 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-I

Covering Letter with each tender (above Rs. 1.00 lakh or more) on StockHolding's . Letterhead
(For Tenders issued by StockHolding Ltd. directly)

Ref : Shcil / 2023-24

Dated:

To,

Sub: Tender no. _____ for _____

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. 015/VG:/012-276469 dated February 25, 2015 and stands committed to following the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (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 documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the StockHolding

Yours faithfully,

for and on behalf of StockHolding.
(Authorized Signatory)



Note: The copy of the Integrity Agreement, duly signed by the Authorized Signatory shall be provided to the bidders on specific request.

Annexure-II

Covering Letter with each tender (above Rs. 10 lakh or more) on Consultant's Letterhead
(For Tenders invited through a Consultant viz. EPCM/PMC Contracts)

Ref : StockHolding/ /2023-24

Dated:

To,

Sub: Tender no. _____ for _____

Dear Sir

Declaration

We, the consultant, on behalf of StockHolding hereby declares that StockHolding has adopted Integrity Pact Program as advised by Central Vigilance Commission vide its Letter No. 015/VG:/012-276469 dated February 25, 2015 and stands committed to following the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (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 documents, failing which the tenderer /bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of StockHolding

Yours faithfully,

For and on behalf of (Name of Consultant)
(Authorized Signatory of the Consultant)

Note: The copy of the Integrity Agreement, duly signed by the Authorized Signatory shall be provided to the bidders on specific request.
