

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



**RFP Reference Number: CPCM-04/2025-26**

**Date: 05-May-2025**

**GeM Reference Number: GEM/2025/B/6201410**

**Request for Proposal (RFP) for Appointment of Vendor for availing Security Guards at  
StockHolding Regional Office-North**

**DISCLAIMER**

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

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

**RFP Document Details**

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	CPCM-04/2025-26
3	Requirement	RFP for Appointment of Vendor for availing Security Guards for StockHolding Regional Office-North
4	Interest free Earnest Money Deposit (EMD) [*]	Rs.50,000/- (Indian Rupees Fifty Thousand only) by way of RTGS/NEFT 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 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 and Medium Enterprises (MSME) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.
5	Email Id for queries up to Pre-Bid Meet	<a href="mailto:CPCM@stockholding.com">CPCM@stockholding.com</a>
6	Date of Issue of RFP Document	05-May-2025
7	Date, Time and place for online Pre-bid meeting	09-May-2025 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to <a href="mailto:CPCM@stockholding.com">CPCM@stockholding.com</a> before 08-May-2025 05:00 PM
8	Last Date for Submission of Online Bid	19-May-2025 03:00 PM
9	Date of opening bid	19-May-2025 03:30 PM

This bid document is not transferable.

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

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## **SUBMISSION OF PROPOSAL**

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StockHolding invites e-tender through GeM Portal, in two bid system (Eligibility/Technical and Commercial bid) from potential Bidders/ Reputed Institutions / Professional Firms for availing Security Guards at StockHolding Regional Office-North.

### **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 “for availing Security Guards at StockHolding Regional Office - North” 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) Covering Letter of Integrity Pact - Annexure 6
- g) Compliance Statement – Annexure 7
- h) Format of Bank Guarantee – Annexure 8
- i) Monthly Compliance Certificate – Annexure 9
- j) Quarterly Compliance Certificate – Annexure 10

- k) Branch Details – Annexure 11
- l) Format of Non-Disclosure Agreement – Annexure 12

**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 obtain such clarifications via email to [CPCM@stockholding.com](mailto: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.

## **EVALUATION METHODOLOGY AND CRITERIA**

### **Evaluation Methodology:**

- 1) Bidder(s) are expected to mandatorily submit Eligibility, Technical and Commercial Bids along with Three (3) References as mentioned in the Annexures.
- 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 L1 bidder will be announced.
- 7) In case of multiple L1 bidders, L1 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**

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.

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted (Dulyattested)</b>
1.	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013	a) Copy of Certificate of Incorporation issued by the Registrar of Companies b) Permanent Account Number c) GST Registration No
2.	The bidder must be reputed and an established entity in the business of providing Security guards with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date.	Copy of Purchase Order / Work Order/MSA need to be submitted



3.	The bidder must have a minimum average annual turnover of Rs. 40 lakhs during the financial year(s) 2021-22, 2022- 23, 2023-24 from relevant / similar services.	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
4.	Bidder should have Positive Net worth (minimum ₹ 10 lakhs) for each of the last 03 (three) audited financial years	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant specifying networth.
5.	<p>Bidder should have experience in similar nature of work for at least –</p> <p>03 (Three) works each costing not less than ₹8 lakhs. OR</p> <p>02 (Two) works each costing not less than of ₹10 lakhs. OR</p> <p>01 (One) work of ₹16 Lakhs</p> <p>during the last 05 (five) years with any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations.</p> <p>The successful completion certificate issued by client should contain date of start, date of completion, value on completion of work etc.</p> <p>Please Note: "The work orders issued by one company for its multiple locations shall be treated as a single work order".</p>	Copy of Purchase Order / Work Order/MSA and Completion certificate need to be submitted
6.	The bidder must have office in Delhi state of India.	Details of the bidder's office with GST registration at Delhi
7.	The Bidder should have experience of providing minimum 5 Nos. of Security guards to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations during last 05 (five) years in state of Delhi.	Copy of Purchase Order / Work Order/MSA need to be submitted
8.	The Bidder Company should not have been blacklisted by any Government Department/ PSU or under a declaration of ineligibility during last 2 years in India for fraudulent or corrupt practices of inefficient/ ineffective performance.	Self-declaration on Bidders' Company Letter Head
9.	The Bidder should have registrations under EPF Act, ESI Act, 1948, Shops & Establishment Act, Profession Tax Act, Labour Welfare Fund Act or any other local laws applicable to them presently or in future. The Bidder shall be making proper	Relevant Registration Documents to be submitted



	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 bidder in future. The Bidder should regularly submit all documents / Registers/ Challans in support of compliance with the Labor Laws to the Company.	
10.	The Bidder or its holding company or its subsidiary company or its associate, should not be in competing business of StockHolding and its subsidiaries.	Self-declaration on Bidders' Company Letter Head
11	Bidder should have a valid PSARA (Private Security Agencies Regulation Act) license for state of Delhi.	Copy of PSARA (Private Security Agencies Regulation Act) license

### Technical Criteria

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

Only bids that have cleared the Eligibility Criteria shall be evaluated for Technical Criteria. Bids received would be assigned scores based on the parameters defined in the table below:

Sr. No.	Criteria	Supporting Documentation	Technical Score Matrix	Max Marks
<b>A. Experience, Turnover &amp; Resource Strength</b>				
1	Turnover from relevant / similar services: The bidder should have an average annual turnover of at least ₹40 lakhs during the financial year(s) 2021-22, 2022- 23, 2023-24	A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder.	a) INR 40 lakhs to INR 2 Crores: 10 Marks b) More than INR 2 Crores and less than INR 4 Crores: 12 Marks c) More than INR 4 Crores and less than INR 6 crores: 15 Marks d) More than INR 6 crores: 20 Marks	20 Marks
	Relevant years of experience: The bidder should be a reputed and an	<ul style="list-style-type: none"> <li>Copy of Work order and certificate of completion (if</li> </ul>	a) 5 to 6 Years: 10 Marks b) More than 6 to and	20 Marks

2	established entity in the business of providing Security Guards with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	<p>applicable).</p> <ul style="list-style-type: none"> <li>Copy of work order / LOI &amp; self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project</li> </ul>	<p>less than 8 Years: 12 Marks</p> <p>c) More than 8 to and less than 10 Years: 15 Marks</p> <p>d) More than 10 Years: 20 Marks</p>	
3	Relevant Projects experience: The bidder should be a reputed and an established entity in the business of providing Security Guards with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	<ul style="list-style-type: none"> <li>Copy of Work order and certificate of completion (if applicable).</li> <li>Copy of work order / LOI &amp; self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project</li> </ul>	<p>a) 1 – 3 qualifying project: 15 Marks</p> <p>b) 4 – 5 qualifying projects: 20 Marks</p> <p>c) 5 - 7 qualifying projects: 25 Marks</p> <p>d) More than 7 qualifying projects: 30 Marks</p>	30 Marks
4	Qualified Professionals: The Bidder should have provided atleast 5 providing Security Guards to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in Delhi State as on date of submission of the bid	Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.	<p>a) Between 25 and 50 resources:15 Marks</p> <p>b) Between 51 and 100 resources:20 Marks</p> <p>c) Between 101 and 200 resources: 25 Marks</p> <p>d) 201 or above resources: 30 Marks</p>	30 Marks
<b>Total Score</b>				<b>100 Marks</b>

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

### **Commercial Evaluation Model**

- a The bidder shall have to score at least 50 marks in Technical Score as per “Scoring Matrix” for being eligible for opening of commercial bid.

- b The bidders shall quote the man month charges in INR they will charge for their resources who will be deployed at StockHolding.
- c The Man Month charges quoted shall be valid for the contract duration.

**Ranking of Bidders:**

- a The bidder shall have to score at least 50 marks in Technical Score (TS) as per “Scoring Matrix” for being eligible for opening of commercial bid.
- b The lowest Cost quoted by the bidder will be selected as L1.

**Award of Work:**

- a The Commercial Bids of technically qualified bidders will be opened on the GeM portal.
- b Taxes shall be over and above the total cost of the candidate proposed and shall be applicable as per Indian Tax Laws from time to time.
- c Penalty for unavailability of resources will be based on computed Onsite Rate/Day.
- d Resignation Notice Period would be 3 months with replacement.
- e 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.
- f The successful bidder will enter into a contract or Master Services Agreement (MSA) that outlines the terms and conditions specific to the delivery of the underlying service, following the issuance of the Letter of Intent (LOI) or Purchase Order (PO).

**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.

- 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 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 and technical Criteria evaluation will be eligible for Commercial bid evaluation.

The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Commercial Bid.

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.

The Commercial Bids, of only those bidders will be opened who score a minimum of 50 marks in Technical Evaluation.

The bidder who quotes lowest Totals in the Commercial Bid shall be declared as L1.

If two or more bidders quotes the same rates as the lowest (L1), then the L1 will be finalized based on the highest marks obtained in the Technical bid.

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.

## **REQUIREMENT**

### **Scope of Work**

The bidder will provide the following services at the locations along with approximate requirement of security guards is as per the details mentioned below:

<b>Sr. No.</b>	<b>Region</b>	<b>Branches</b>	<b>No. of Security Guards</b>
1	North	Nehru Place-Delhi	2
<b>Total requirement :</b>			<b>2</b>

Note: The above said locations may increase or decrease. Addresses of Regional office and contact details is attached in Annexure-11.

The aforesaid number is indicative only and actual number may vary and StockHolding does not assure any fixed number of security guards through bidder. The requirement of security guards will be purely need based. Therefore, the number of bidder's security guards may be increased or decreased at any point of time. StockHolding will be under no obligation to engage any specific number of bidder's security guards during the period of contract.

### **Duties of Security Guards:**

1. Security guards will perform duties around the clock, 12 hrs in rotation. Guards should report to work 15 minutes prior to start time. However their duty hour may be extended depending on Office requirement.
2. Round the clock security arrangement, including on Saturdays & Sundays and holidays, to be provided the Security Agency.
3. The Security guard of the bidder shall provide complete security arrangement and protection of the said premises.
4. The security guard shall maintain proper record of the visitors coming in and going out of the said premises as per the instruction issued by StockHolding from time to time.
5. No items shall be taken out without proper Gate Passes issued by the competent officers/branches as laid down in the contract or authorized by the StockHolding.
6. Deployment of Guards will be as per the instructions of the authorities of the Corporation from time to time and the security agency will be responsible for their optimum utilization.
7. The Security guard will also take round of all the important and sensitive points of the premises as specified by the Competent Authority/branches.
8. Security guard shall also ensure door keeping duties.
9. The Security guards should also have knowledge and should be well versed with the operation and usage of Security Checking Equipment.
10. The Security guards should be trained to extinguish fire with the help of fire extinguishers and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
11. In emergency situations, security staff/supervisor/Assistant Security Officer deployed shall also participate as per their role defined in the disaster plan. Security Guard should be sensitized for their role in such situations.
12. The Security guards are required to display mature behavior, especially towards female

staff, female visitors, patients and elderly.

13. The Security guard on duty shall not leave the premises until his reliever reports for duty.
14. The Security guard must watch that there are no un-identified/ unclaimed/ suspicious objects/ person in the Premises.
15. Security Agency will ensure that the Guard does not absent himself from the duty without prior intimation. It will be the responsibility of the Security Agency to arrange for replacement in case of Guard's leave of absence.
16. The Security guard shall be in proper and clean uniform provided by the bidder and clean shaved while on duty.
17. The Security guard should have minimum 10<sup>th</sup> Standard pass qualification.
18. The Security guard shall display their Identity Cards, while on duty.
19. The Security guard should not accept gifts either in cash or in any other kind from the clients visiting office.
20. The Security guard should not keep any contact or develop rapport with the employees/clients of the StockHolding.
21. The Security guard should not report to duty under the influence of the Alcohol.
22. The guards should be verified by the Police for no criminal record and good character.
23. Security Agency shall comply with all the Statutory Regulations and keep Stockholding indemnified from any penal action, if any, on that account.

#### **Contract Duration**

Contract shall remain valid for a period of 2 Years with provision to extend services for 1 year if services are satisfactory. Either party may terminate the contract by serving a prior written notice of 90 (Ninety) days to the other Party, expressing its desire to terminate the Contract.

#### **Responsibilities of the bidder**

1. The bidder will be responsible for overall security arrangements for Branch Office covered in the contract.
2. Bidder will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. Deployment of guards will be as per the instructions of the authorities of the StockHolding from time to time and the bidder will be responsible for their optimum utilization.
4. Bidder will ensure that the Guard does not absent himself from the duty without prior intimation. It will be the responsibility of the bidder to arrange for replacement in case of Guard's leave of absence.
5. The Bidder will provide pre-decided number of Guards at specific locations on all Working and non-working days, i.e., all days including Sundays and StockHolding holidays.
6. Guards' age should not be above 55 Years. They should be in good medical health i.e., should be physically and mentally fit and alert in all respects. The medical fitness will be considered as per fresh medical fitness certificate from Registered Medical Practitioner (MBBS) as produced at the time of Verification.



7. StockHolding requires that the selected Bidder has conducted Background Checks of the proposed / selected Resources before they get on boarded. In case of new Resources joining the Bidder organization, the Bidder explicitly agree to complete the background verification within 3 months of the Resources onboarding to StockHolding.
8. The guards should be verified by the Police for no criminal record and good character.
9. StockHolding has the right to audit empanelled Bidder about Background checks on the selected Resources. In case there is lapse on the Background checks, StockHolding reserves the right to take penal action on the selected bidder including but not limited to termination of empanelment of the bidder.
10. The deployed personnel of the bidder 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 behavior is not conducive to retain them for the work, he/she should be replaced immediately. The bidder shall strictly monitor performance of the guards.
11. The personnel employed by the bidder 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 bidder and StockHolding.
12. The personnel being deployed should work for StockHolding only and not for any other Organization.
13. The bidder is responsible to pay wages / salaries and other statutory benefits to its employee as applicable. The bidder 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 bidder to its personnel and the same shall be borne by StockHolding.
14. The bidder 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 the site or near the site of work.
15. The bidder 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 bidder 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 bidder or even terminate the contract forthwith.
16. The bidder shall remove their personnel peacefully on expiry of contract or on termination of the contract.
17. The bidder shall maintain a log book in which daily attendance of the staff shall be recorded.
18. The log book maintained by the bidder shall be shown daily to StockHolding's representative at 10.00 a.m. and at any other time on demand.
19. The bidder 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.

20. 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.
21. The bidder undertakes and agrees that it shall not involve himself /herself or any of his /her representatives in price manipulation of any kind directly or indirectly with any other bidder.
22. The bidder shall abide by all the guidelines issued by StockHolding from time to time.
23. The bidder whose tender is finally accepted & approved, will have to execute the Contract documents with StockHolding or as may be decided by StockHolding from time to time.
24. The bidder should provide Identity cards to all the staff deployed at StockHolding.
25. The bidder need to have adequate insurance, sufficient to provide an undertaking 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.
26. The bidder shall provide all the documents as required by Stock Holding in proof of Compliance's made under various applicable laws every month.

## **Other Terms and Conditions**

### **1. Weekly Off / Paid Holiday**

For all the personnel deployed in StockHolding's premises, the bidder will give 1 day's paid weekly off. In addition, Additional holidays as per Negotiable Instruments Act 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 bidder, to provide uninterrupted services on all working days during the period of contract. Notwithstanding the above the deployed personnel needs to visit office on Holidays as per the instructions of StockHolding officials.

### **2. Liability**

Loss or damage to any material / property / equipment due to negligence of bidder'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 bidder 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.

### **3. Penalty for Delay**

Penalty for unavailability of resources @ Rs. 1,000/- per day per person beyond 7 days can be imposed on the bidder due to unavailability of resource as per the contract. In addition on such days, StockHolding reserves the rights to carry out these jobs by any other bidder at the risk and cost of the bidder.

In the event of the compensation for delay exceeding 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 bidder.

**4. Payment**

- a. The bidder will submit the consolidated monthly invoice along with Monthly / Quarterly Compliance Certificate as mentioned in Annexures 9 and 10.
- 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.

**5. Taxes & levies:**

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

**Refund of Earnest Money Deposit (EMD)**

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

**Performance Bank Guarantee (PBG)**

Successful Bidder shall, at own expense, deposit with the StockHolding, within fifteen (15) days on issuance of PO, a Bank Guarantee (BG) for the value of 5% of the Contract Value from scheduled commercial banks as per Annexure - 7. This Bank Guarantee shall be valid up to 60 days beyond the completion of the contract period and claim period shall be valid 12 months beyond the expiry of BG. No payment will be due to the successful bidder based on performance, until the BG is submitted. A penalty of Rs. 5,000 per day will be imposed on the successful bidder for any delay in issuing the PBG within the specified timeline.

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

StockHolding reserves the right to invoke the BG in the event of non-performance by the successful bidder.

### **Force Majeure**

Neither the StockHolding nor the Bidder shall be responsible for any failure to fulfil any term or condition of the CONTRACT if and to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure occurrence, defined as "Force Majeure". For purposes of this clause, "Force Majeure" mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to: acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc.

The Party seeking to rely on Force Majeure shall promptly, within 5 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure. And, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure. Each PARTY shall bear its own cost in relation to the force majeure occurrence.

However, any failure or lapse on the part of the Bidder to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force Majeure, as set out above.

If the duration of delay exceeds ninety (90) consecutive or one hundred eighty (180) cumulative days, StockHolding and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the StockHolding, shall be final and binding on the bidder.

### **Dispute Resolution**

In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Delhi jurisdiction only. The final payment will be released only after the Bidder complies with above-mentioned clause

### **Right to alter RFP**

- a. StockHolding reserves the right to alter the RFP terms and conditions at any time before submission of the bids.

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

**Integrity Pact**

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-12), which contains all the services and terms and conditions of the services to be extended as detailed herein.

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

**Indemnify**

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

**Compliance with Statutory Provisions**

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

- 4) 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.
- 5) As per the Payment of Gratuity Act the amount of Gratuity will be payable to the bidder, based on the number of completed years in StockHolding by the respective contract employee.
- 6) The bidder shall be responsible for maintenance of proper records as required under the provision of various Statutory/Regulatory Authorities applicable to the bidder and produce them for inspection as and when demanded by StockHolding or any other appropriate authorities.
- 7) The format of Monthly / Quarterly Compliance Certificate are attached in Annexure-9 and Annexure-10.

### **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 and an "Affiliate" shall mean a company directly or indirectly controlling, controlled by, or under common control with, a Party. Except as provided above in this Section, either Party may assign its rights and obligations under this Agreement to a third party only upon receiving the prior written consent of the other Party, which consent may be reasonably conditioned but will not be unreasonably withheld or delayed. The Parties agree that no assignments will be made unless the assignee agrees to accept in full the responsibilities and obligations of the assigning Party.

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

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

Sl. No	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors		
4	Company PAN no		
5	Company GSTN no. (please attach annexures for Delhi region)		
6	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Delhi region(if any)		
7	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID		
8	Years of experience in providing Security Guards services		
9	Financial parameters		
	Business Results (last three years)	Annual Turnover	Net Worth
		(Rs. in Crores)	(Rs. in Crores)
	2021-22		
	2022-23		
	2023-24		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)	
10	Certificate of Registration No./Date of Registration	To be Uploaded	
11	Certificate of registration under Shops & Establishments Act	To be Uploaded	
12	Details of infrastructure, number of offices/branches	To be Uploaded	
13	Total number of employees at present		
14	Copy of Latest Annual E-return along with Challan form in r/o ESIC & EPF payment	To be Uploaded	



	for its employees	
15	ESIC Registration with date	To be Uploaded
16	EPF Registration with date	To be Uploaded
17	Professional Tax Registration	To be Uploaded
18	License by competent authorities including the Labor Commissioner	To be Uploaded
19	Labour Welfare Fund Registration	To be Uploaded
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

Details of similar contracts received from Banks & Financial Services, Reputed Private Organization, Public Sector Units, Government of India organizations etc.

Sr. No.	Nature of the work executed with	Name and Contact Details of Contact Person (for reference)	Value of the contract	Period of the contract	Upload Experience Certificates of Previous Clients
1					
2					
3					
4					
5					
6					
7					
8					

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

Dated this..... Day of ..... 2025

(Signature)  
(In the capacity of)



**ANNEXURE - 2 – Eligibility Criteria**

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted (Duly attested)</b>
1.	The Bidder should be a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013	d) Copy of Certificate of Incorporation issued by the Registrar of Companies e) Permanent Account Number f) GST Registration No
2.	The bidder must be reputed and an established entity in the business of providing Security guards with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date.	Copy of Purchase Order / Work Order/MSA need to be submitted
3.	The bidder must have a minimum average annual turnover of Rs. 40 lakhs during the financial year(s) 2021-22, 2022- 23, 2023-24 from relevant / similar services.	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
4.	Bidder should have Positive Net worth (minimum ₹ 10 lakhs) for each of the last 03 (three) audited financial years	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant specifying networth.
5.	Bidder should have experience in similar nature of work for at least – 03 (Three) works each costing not less than ₹8 lakhs. OR 02 (Two) works each costing not less than of ₹10 lakhs. OR 01 (One) work of ₹16 Lakhs during the last 05 (five) years with any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations. The successful completion certificate issued by client should contain date of start, date of completion, value on completion of work etc. Please Note: "The work orders issued by one company for its multiple locations shall be treated as a single work order".	Copy of Purchase Order / Work Order/MSA and Completion certificate need to be submitted
6.	The bidder must have office in Delhi state of India.	Details of the bidder's office with GST registration at Delhi

7.	The Bidder should have experience of providing minimum 5 Nos. of Security guards to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations during last 05 (five) years in state of Delhi.	Copy of Purchase Order / Work Order/MSA need to be submitted
8.	The Bidder Company should not have been blacklisted by any Government Department/ PSU or under a declaration of ineligibility during last 2 years in India for fraudulent or corrupt practices of inefficient/ ineffective performance.	Self-declaration on Bidders' Company Letter Head
9.	The Bidder should have registrations under EPF Act, ESI Act, 1948, Shops & Establishment Act, Profession Tax Act, Labour Welfare Fund Act or any other local laws applicable to them presently or in future. The Bidder 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 bidder in future. The Bidder should regularly submit all documents / Registers/ Challans in support of compliance with the Labor Laws to the Company.	Relevant Registration Documents to be submitted
10.	The Bidder or its holding company or its subsidiary company or its associate, should not be in competing business of StockHolding and its subsidiaries.	Self-declaration on Bidders' Company Letter Head
11.	Bidder should have a valid PSARA (Private Security Agencies Regulation Act) license for state of Delhi.	Copy of PSARA (Private Security Agencies Regulation Act) license

**Note:**

- All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
- 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 ..... 2025  
(Signature)

(In the capacity of)

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

**ANNEXURE - 3 – Technical Criteria**

Sr. No.	Criteria	Supporting Documentation	Technical Score Matrix	Max Marks
<b>A. Experience, Turnover &amp; Resource Strength</b>				
1	Turnover from relevant / similar services: The bidder should have an average annual turnover of at least ₹40 lakhs during the financial year(s) 2021-22, 2022- 23, 2023-24	A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder.	a) INR 40 lakhs to INR 2 Crores: 10 Marks b) More than INR 2 Crores and less than INR 4 Crores: 12 Marks c) More than INR 4 Crores and less than INR 6 crores: 15 Marks d) More than INR 6 crores: 20 Marks	20 Marks
2	Relevant years of experience: The bidder should be a reputed and an established entity in the business of providing Security Guards with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	<ul style="list-style-type: none"> <li>• Copy of Work order and certificate of completion (if applicable).</li> <li>• Copy of work order / LOI &amp; self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project</li> </ul>	a) 5 to 6 Years: 10 Marks b) More than 6 to and less than 8 Years: 12 Marks c) More than 8 to and less than 10 Years: 15 Marks d) More than 10 Years: 20 Marks	20 Marks
3	Relevant Projects experience: The bidder should be a reputed and an established entity in the business of providing Security Guards with a minimum 05 years' experience to any Central Government Authorities / Public Sector Undertakings / State Government / BFSI sector / reputed private organizations in India as on RFP date	<ul style="list-style-type: none"> <li>• Copy of Work order and certificate of completion (if applicable).</li> <li>• Copy of work order / LOI &amp; self- certificate attested by the authorized signatory of the bidder confirm “in-progress” status of cited project</li> </ul>	a) 1 – 3 qualifying project: 15 Marks b) 4 – 5 qualifying projects: 20 Marks c) 5 - 7 qualifying projects: 25 Marks d) More than 7 qualifying projects: 30 Marks	30 Marks

4	<p><b>Qualified Professionals:</b> The Bidder should have provided atleast 5 providing Security Guards to any Central Government Undertakings / State Government / BFSI sector / reputed private organizations in Delhi State as on date of submission of the bid</p>	<p>Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp.</p>	<p>a) Between 25 and 50 resources:15 Marks b) Between 51 and 100 resources:20 Marks c) Between 101 and 200 resources: 25 Marks d) 201 or above resources: 30 Marks</p>	30 Marks
<b>Total Score</b>				<b>100 Marks</b>

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

## ANNEXURE - 4 - Commercial Price Bid Format

### Cost Calculation Sheet

<b>I. Regional Office -North (Delhi)</b>	
<b>COMPONENT</b>	<b>Security Guards [2 nos.]</b>
Basic Wages	
DA (Special Allowance)	
HRA	
<b>Gross Monthly = (A)</b>	
PF 13% on Basic Wages & DA	
ESIC 3.25% on Gross	
Leave Salary	
Bonus 8.33% on Basic Wages & DA	
Labour Welfare Fund	
Gratuity 4.81% on Basic Wages & DA	
Uniform	
<b>Others</b>	
<b>Total Statutory Benefits (B)</b>	
<b>Total Payable (A + B) = (C)</b>	
Vendor's Service Charge ( $C \times \text{___} \% = (D)$ )	
<b>Monthly Cost Per Person (C + D) = E)</b>	
<b>Total Monthly Cost (F=E * 8)</b>	
<b>Yearly Cost (G = F * 12)</b>	
<b>Total (I) = Cost for 2 Years (H = G * 2)</b>	

### II – Total Commercials of Delhi

<b>X – Total cost (I) Delhi</b>	
<b>GST</b>	
<b>Total Commercial Bid including GST</b>	

**Note:**

- The rates quoted should be as per Minimum Wages act prevailing in the state of Delhi. And the bid will not be considered if the quotations are below the minimum wages.
- StockHolding reserves the right to increase/decrease the number of resources required during the contract period with prior intimation to the bidder at the same rate proposed by the selected bidder and the payment will be based on actual number of resources deployed at respective locations.

- c) Month is considered as 30 days.
- d) Taxes extra, as applicable.
- e) The lowest bidder in Commercial bid will be based on the Total Commercial Bid including GST. Price to be quoted is for contract period of 02 (two) years including GST while uploading financial bids on GeM portal. In case of multiple L1 bidders, L1 bidder shall be the one who have scored highest marks in Technical Bid.
- f) StockHolding may choose to extend the contract for another 01 (one) year if services are satisfactory. The 3rd year rate will be finalized based on mutually agreed by both the parties.
- g) Payment will be made as per the actual attendance of the employee.



**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:

**I. Commitment of the Principal / Buyer**

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

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

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

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

any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / StockHolding or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

7. The Bidder / Counter Party has to submit a Declaration along with Eligibility Criteria, as given at **Annexure**. If bids are invited through a Consultant a Declaration has to be submitted along with the Eligibility Criteria as given at **Annexure**.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of StockHolding /Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / StockHolding as part of the business relationship, regarding plans, proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / StockHolding, or alternatively, if any relative of an official / employee of Principal / StockHolding has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).
15. The term `relative` for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / StockHolding
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

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

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / StockHolding is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / StockHolding. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / StockHolding.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / StockHolding's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / StockHolding may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / StockHolding.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ StockHolding may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

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

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

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

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-bidders.
2. The Principal / StockHolding / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.



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

#### **VI. Independent External Monitor (IEM)**

1. The Principal / Owner / StockHolding has appointed 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 (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 5 crore or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.
5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner /StockHolding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, StockHolding. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / StockHolding and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, StockHolding Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, StockHolding has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word `IEM` would include both singular and plural.

#### **VII. Duration of the Integrity Pact (IP)**

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

### **VIII. Other Provisions**

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the StockHolding /Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal / Owner / StockHolding in accordance with this Agreement / Pact or interpretation thereof shall not be subject to arbitration.

### **IX. Legal and Prior Rights**

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

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

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

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

### **WITNESSES:**

1. \_\_\_\_\_ (Signature, name and address)

2. \_\_\_\_\_ (Signature, name and address)

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

**ANNEXURE - 6 - Covering Letter on bidder's Letterhead of Integrity Pact**

To,

-----  
Sub: RFP REF NO: CPCM-04/2025-26 dated 05-May-2025 for Appointment of Vendor for availing  
Security Guards in North Region at StockHolding

Dear Sir,

**DECLARATION**

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

Yours faithfully,

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



**ANNEXURE – 7 – Compliance Statement  
(To be submitted on Company Letter Head)**

RFP REF NO: CPCM-04/2025-26 dated 05-May-2025 for Appointment of Vendor for availing Security Guards in North Region at StockHolding

**DECLARATION**

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

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

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

Date:

Signature with seal

Name & Designation:

**ANNEXURE – 8 – Format of Bank Guarantee**

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

**Whereas**

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

**NOW IN CONSIDERATION OF THE FOREGOING:**

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

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

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

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE:**

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

**For Issuing Bank**

Name of Issuing Authority:

Designation of Issuing Authority:

Employee Code:

Contact Number:

Email ID:

**ANNEXURE – 9 - Monthly Compliance Certificate**

<b>Contractor Details</b>		
a	Name & address of the Contractor	
b	Locations of Stock Holding Corporation of India 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)	
<b>Statutory Compliances</b>		
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. Paid on _____ 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. aid on _____ P
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. _____ Paid on _____
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**

**ANNEXURE - 10 - 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,

(Signature with Stamp)



**ANNEXURE – 11 – Branch Details**

Sr. No.	Location	Address	Telephone / Fax no.
<b>Regional Office-North</b>			
1	New Delhi	IFCI Tower, 5th Floor, A Wing, 61, Nehru Place, New Delhi - 110 019	011-26425335/ 37, 46527123, 46529123

## ANNEXURE – 12 – Format of Non-Disclosure Agreement

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

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

And

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

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

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

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

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

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

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

- d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
  - e. Receiving party will attempt to maintain, to the best possible extent, physical and logical segregation of the Confidential Information of the data of the Receiving party from data of any third party.
7. **Term:** The term of this Agreement shall be \_\_\_\_ (\_\_\_\_) years from \_\_\_\_\_ (the Effective Date). Either Party may terminate this Agreement by giving a thirty (30) days written notice to the other. The confidentiality obligations stated in this Agreement shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.
8. **Remedies:** The Confidential Information and Confidential Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- The Parties acknowledge and agree that the Disclosing Party will suffer substantial and irreparable damage, not readily ascertainable or compensable in monetary terms, in the event of any breach of any provision of this Agreement by the Receiving Party. The Receiving Party therefore agrees that, in the event of any such breach, the Disclosing Party shall be entitled, without limitation of any other remedies otherwise available to it, to obtain an injunction or other form of equitable relief from any court of competent jurisdiction.
9. **Governing Law and Jurisdiction:** This Agreement may be governed and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai, India.
10. **Miscellaneous:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard and may not be amended or modified except by a writing signed by a duly authorized representative of the respective Parties. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be assigned or transferred except by a mutual written consent of both the Parties.

<b>For Stock Holding Corporation of India Limited</b>	<b>For Company Name</b>

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