Stock Holding Corporation of India Limited

(*StockHolding*)

RFP Reference Number: CPCM-37/2026-27

Date: 21-Aug-2026

GEM Reference No. - GEM/2026/B/7947125

REQUEST FOR PROPOSAL FOR REQUIREMENT OF ANTI MONEY LAUNDERING (AML) SOLUTION AT STOCKHOLDING

DISCLAIMER

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

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

RFP Document Details

Sr. No.	Description	Remarks
1	Name of Organization	Stock Holding Corporation of India Limited
2	RFP Reference Number	CPCM-37/2026-27
3	Requirement	Request for proposal (RFP) for Requirement of Anti Money Laundering (AML) Solution at StockHolding
4	Interest free Earnest Money Deposit (EMD) [*]	Rs.7,00,000/- (Indian Rupees Seven Lakhs Thousand only) to be paid to Stock Holding Corporation of India Limited as Earnest Money Deposit should be submitted separately before submission of online bids by way of RTGS/NEFT/BG/FDR on StockHolding's Bank Account No.: 004103000033442 Bank: IDBI Bank (Nariman Point Branch) IFSC: IBKL0000004. Please share the UTR details to us on below mentioned email address. Bidders registered under Micro & Small Enterprises (MSE) for specific trade are exempted from EMD. Bidders shall upload the scanned copy of necessary documents as part of eligibility criteria documents.
5	Email Id for queries up to Pre-Bid Meet	CPCM@stockholding.com
6	Date of Issue of RFP Document	21-Aug-2026
7	Date, Time and place for online Pre-bid meeting	01-Sep-2026 03:00 PM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 01-Sep-2026 12:00 PM
8	Last date for submission of pre-bid queries	31-Aug-2026 All responses to pre-bid queries will be published on the website. Any queries submitted after the specified deadline will not be considered.
9	Last Date for Submission of Online Bid	14-Sep 2026 12:00 PM
10	Date of opening bid	14-Sep 2026 12:30 PM

This bid document is not transferable.

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

ABBREVIATIONS

Sr. No.	Abbreviations	Description/Full Form
1	AML	Anti-Money Laundering
2	FinTRAC	Financial Transactions and Reports Analysis Center
3	API	Application Programming Interface
4	BFSI	Banking, Financial Services and Insurance
5	BG	Bank Guarantee
6	BSE	Bombay Stock Exchange
7	CBI	Central Bureau of Investigation (India)
8	CIN	Corporate Identity Number
9	DIN	Director Identification Number
10	DL	Driving License
11	DOB	Date of Birth
12	ED	Enforcement Directorate (India)
13	EOW	Economic Offences Wing
14	EU	European Union
15	FBI	Federal Bureau of Investigation (USA)
16	FCRA	Foreign Contribution (Regulation) Act
17	FDR	Fixed Deposit Receipts
18	FINnet	Financial Intelligence Network
19	FIR	First Information Report
20	FIU-India	Financial Intelligence Unit India
21	GST	Goods and Services Tax
22	KYC	Know Your Customer
23	MLRO	Money Laundering Reporting Officer
24	MoFA	Ministry of Foreign Affairs
25	NIA	National Investigation Agency (India)
26	NSDL	National Securities Depository Limited
27	NSE	National Stock Exchange (of India)
28	OFAC	Office of Foreign Assets Control (U.S. Department of the Treasury)
29	PAN	Permanent Account Number
30	PEP	Politically Exposed Person
31	PBG	Performance Bank Guarantee
32	PMLA	Prevention of Money Laundering Act
33	SDN	Specially Designated Nationals (List maintained by OFAC)
34	SEBI	Securities and Exchange Board of India
35	STR	Suspicious Transaction Report
36	TSA	Terrorism Suppression Act
37	UAPA	Unlawful Activities (Prevention) Act

38	UNSC	United Nations Security Council
39	USA	United States of America
40	WWW	World Wide Web
41	XML	Extensible Markup Language

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SUBMISSION OF PROPOSAL

StockHolding invites e-tender through GeM Portal, in two bid system (Eligibility/Technical and Commercial bid) for the requirement of an Automated software solution for client screening against various sanctioned watchlists and processing of alerts related to client transactions received from depository or generated in house for a duration of five (05) years.

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 "**Requirement of Anti Money Laundering (AML) Solution**" for StockHolding as per the terms, conditions, and specifications indicated in this RFP and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with 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 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 Evaluation Criteria - Annexure 3
d. Format for Commercial Bid - Annexure 4
e. Integrity Pact (Text) - Annexure 5

f Compliance Statement - Annexure 6
g Format for bank Guarantee – Annexure 7
h Format for Non-disclosure Agreement - Annexure 8

Clarifications regarding RFP Document:

a Before bidding, the bidders are requested to carefully examine the RFP Document and the Terms and Conditions specified therein, and if there appears to be any ambiguity, contradictions, gap(s) and/or discrepancy in the RFP Document, they should forthwith refer the matter to StockHolding for necessary clarifications.
b A bidder requiring any clarification for their queries on this RFP may be obtain such clarifications via email to CPCM@stockholding.com
c StockHolding shall not be responsible for any external agency delays.
d StockHolding reserves the sole right for carrying out any amendments / modifications / changes in the bidding process including any addendum to this entire RFP
e At any time before the deadline for submission of bids / offers, StockHolding may, for any reason whatsoever, whether at its own initiative or in response to a clarification requested by bidders, modify this RFP Document.
f StockHolding reserves the rights to extend the deadline for the submission of bids, if required. However, no request from the bidders for extending the deadline for submission of bids, shall be binding on StockHolding.
g StockHolding reserves the right to amend / cancel / postpone / pre-pone the RFP without assigning any reasons.
h It may be noted that notice regarding corrigendum/addendums/amendments/response to bidder's queries etc., will be published on StockHolding's website only. Prospective bidders shall regularly visit StockHolding's same website for any changes/development in relation to this RFP.
i It may be noted that bidder mentioned in the document may be either OEM/Distributor/System Integrator (SI).

Validity of offer:

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

ELIGIBILITY CRITERIA (Documents to be Submitted Online)

The System Integrator must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The invitation to bid is open to all bidders who need to qualify the eligibility criteria as given below. Eligibility criteria are mandatory and any deviation in the same will attract bid disqualification.

Guidelines to be followed prior to applying-

Bidder should upload all supporting documents at the time of submission duly signed and stamped on their company's letter head.

SI. No	Criteria	Documents to be submitted by Bidder
1	The Bidder should be - a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013; (or) a Partnership Firm registered under Indian Partnership Act, 1932 or LLP; with experience in providing AML / Client Screening / Transaction monitoring solutions for past 5 years.	Copy of Certificate of Incorporation issued by the Registrar of Companies and Self declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
2	Bidder should have an average annual turnover of at least ₹1.1 crores per annum for last three audited financial years (i.e. 2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies	Certificate from CA/Balance Sheet mentioning annual turnover for last three financial years.
3	Bidder should have Positive Net worth (minimum ₹70 Lakhs) for all the last 03 (three) audited financial years (i.e. 2022-23, 2023-24 and 2024-25).	Certificate from CA/Balance Sheet mentioning net worth for the past three financial years.
4	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons within last 2 years from the RFP date.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
5	The bidder must have prior experience in implementing at least one proposed solution related to AML / Client Screening / Transaction monitoring solutions for BFSI's within the last 5 years. The Solution implemented should be – • live and running successfully (and/or)	• Work Orders / Purchase Orders / Contracts copy • Completion certificate / Client reference letter OR Go-live / acceptance email

	• completed as on date of RFP.	
6	Bidder should have qualified/certified Core Team of proposed project Implementation (minimum 2 resources).	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory with details of the resources.
7	Bidder should be either OEM of offered solution or an Authorized Partner of OEM. OEM can quote directly or through authorized partners. However, both i.e., OEM & their authorized partner cannot participate in the bid. In case, both (OEM & their authorized partner) participate, the bid of the OEM only will be considered.	If the bidder is the OEM, a self-declaration must be provided confirming that the bidder is the original equipment manufacturer of the proposed solution; In case the bidder is not OEM of the offered solution, then a certificate from OEM certifying that Bidder is authorized partner of the OEM.
8	The bidder's proposed solution shall comply with all applicable local laws, as well as the relevant guidelines issued by SEBI, FIU-India, NSDL, and CDSL, and meet the requirements of the PMLA and DPDP Act. The solution/product offered should be such that its use by the StockHolding ensures full and complete compliance of all the guidelines issued by Regulatory/government bodies from time to time.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
9	The Bidder to submit signed & stamped Integrity Pact as per Annexure- 5.	Self-declaration from bidder on their letter head duly signed by authorized signatory
10	The bidder must provide office details along with an escalation matrix	Office details with escalation matrix to be submitted

BIDS PREPARATION AND SUBMISSION DETAILS

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.

Submission of Bids

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

Evaluation of Bids

StockHolding will evaluate the bid submitted by the bidders under this RFP. The eligibility bid submitted by the Bidder will be evaluated against the Eligibility criteria set forth in the RFP. The Bidder needs to comply with all the eligibility criteria mentioned in the RFP to be evaluated for evaluation. Noncompliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of StockHolding would be final and binding on all the bidders to this document.

StockHolding may accept or reject an offer without assigning any reason what so ever. The 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.

a) Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
b) The information provided by the bidders in response to this RFP document will become the property of StockHolding.

Evaluation Process

First the 'Eligibility Criteria bid document' will be evaluated and only those bidders who qualify the requirements will be eligible for 'Technical bid'. In the second stage, for only those bidders who meets the 'Eligibility Criteria', technical bids will be evaluated, and a technical score would be arrived at. In third stage, only those bidders, who have qualified in the technical evaluation, shall be invited for commercial evaluation.

Eligibility Criteria Evaluation (Stage 1)

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

Technical Bid Evaluation (Stage 2)

The Technical bids of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. StockHolding may seek clarifications from the any or each bidder as a part of technical evaluation requirements as mentioned in **Annexure 3**. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the StockHolding.
AML
The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Sr. No.	Criteria	Supporting Documentation	Technical Score Matrix	Max Marks
A. Experience, Turnover & Resource Strength (70 marks)				
1	**Turnover from AML Software Solution services**: Bidder having an average annual turnover of at least ₹1.1 crores per annum for last three audited financial years (2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies	A Certificate duly certified by the statutory auditor/Balance Sheet of the Bidder clearly mentioning the annual turnover from AML Software Solution services of the bidder.	a) INR 1.1 crores to INR 5 Crores: 8 Marks b) More than INR 5 Crores and less than INR 10 Crores: 10 Marks c) More than INR 10 Crores and less than INR 20 crores: 12 Marks d) More than INR 20 crores: 15 Marks	15 Marks

2	**Experience in PMLA software solution services Engagements:** The bidder having prior experience in implementing the proposed solution related to AML / Client Screening / Transaction monitoring solutions for BFSI's within the last 5 years. The Solution implemented should be – • live and running successfully (and/or) • completed as on date of RFP.	• Work Orders / Purchase Orders / Contracts copy • Completion certificate / Client reference letter OR Go-live / acceptance email	a) 1 - 5 project: 10 Marks b) 6 - 10 projects: 15 Marks c) More than 10 projects: 20 Marks	20 Marks
3	**Relevant Projects experience**: Bidder's experience in providing AML / Client Screening / Transaction monitoring solutions to any of its BFSI clients.	• Work Orders / Purchase Orders / Contracts copy	a) Less than 5 Years: 10 Marks b) More than 5 and less than 7 Years: 12 Marks c) More than 7 years: 15 Marks	15 Marks
4	**Qualified/Certified Resources:** Bidder having qualified / certified Core Team of proposed PMLA solution services Implementation (minimum 2 resources).	Self-Certificate on the letterhead of the bidder signed by Authorized signatory with details of resources	a) 2 - 25 resources: 10 Marks b) 26 – 50 resources: 12 Marks c) 50 and above resources: 15 Marks	15 Marks
5	The bidder holding valid ISO 27001 (or the latest version) or SOC 2 Type 2 certification.	Valid Certification copy	a) Not Certified – 0 marks b) Certified – 5 Marks	5 Marks
B. Technical Presentation by Bidder (30 Marks)				
6	Technical Presentation	Based on technical presentation given by the bidder	Aspects to be considered for presentation: a) Overall approach of the project execution and implementation methodology – 5	30 Marks

			Marks b) Integration and architecture for the solution – 5 Marks c) Planning for completion of project within the timelines (Roadmap) - 6 Marks d) Project management, team strength and team qualification details – 6 Marks e) Demonstration of the proposed solution – 6 Marks f) Any additional features in the proposed solution – 2 Marks	
			Total Score	**100 Marks**

Note:

- The bidder is required to provide documentary evidence for each of the above criteria.
- StockHolding shall verify the credentials submitted with the respective issuer and understand the credentials claimed for the purpose of evaluation and awarding marks.
- The bidder to submit appropriate credentials [other than self- certification] in respect of each of the item.
- Technical proposals will be evaluated based on the total marks obtained across all technical evaluation criteria. Only those bidders who achieve a minimum cumulative score of 60 marks in the technical evaluation will qualify for the commercial bid evaluation.

Commercial Bid Evaluation (Stage 3)

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

Best Value Bid Determination and Final Evaluation (Stage 4)

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

The weightage for the composite evaluation is as described below:
a. Technical – 70%
b. Commercial – 30%

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

Bn = 0.7 * (Tn/Thigh * 100) + 0.3 * (Cmin/Cb * 100)
Where;
Bn = Overall score of bidder under consideration
Tn = Technical score for the bidder under consideration
Thigh = Highest Technical score achieved against criteria among all eligible bids
Cb = Evaluated Bid Cost (as calculated above) for the bidder under consideration
Cmin = Lowest Evaluated Bid Cost (as calculated above) among the financial proposals under consideration.

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

REQUIREMENT

StockHolding proposes to procure Automated software solution for client screening against various sanctioned watchlists and processing of alerts related to client transactions received from depository or generated in house. This procurement aims to ensure compliance with PMLA Act and Rules framed thereunder, to discharge obligation w.r.t screening of clients against various sanction watchlist prescribed by FIU India/ SEBI, as well as client transaction monitoring and analysis for detecting suspicious transactions.

Scope of Work (SOW)

The proposed solution shall be delivered under an *Unlimited User* licensing model, ensuring unrestricted access for all designated users within the organization. This model must remain valid and fully supported for the entire contract duration of five (5) years, thereby guaranteeing scalability, flexibility, and continuity of service without additional user-based licensing costs during the agreement period. The proposed solution must encompass following functional features:

A] Initial Screening of Client - Attributes available for Screening (based on data feeds opted) Name DOB ID Numbers Passport, PAN & DL Mobile Email DIN Address CIN GST

Record Type: Customer with Related Party
Case management with workflow capabilities
Report suite to cater to Audit and internal reporting requirements

B] Continuous Screening of Clients – Watchlist Added Screening, Watchlist Change Screening, KYC Change Screening

Attributes available for Screening (based on data feeds opted) Name DOB ID Numbers Passport, PAN & DL Mobile Email DIN Address CIN GST

Record Type: Customer with Related Party
Case management with workflow capabilities
Report suite to cater to Audit and internal reporting requirements

C] Due diligence through multiple methods • Lookup • Bulk by File

D] Data Feeds - UNSC Consolidated covers multiple resolutions, SEBI Domestic, PEP, Arbitration NSE, Arbitration BSE, UAPA, FCRA OFAC, SDN, OFAC, Non SDN, NSDL Deactivated, Interpol, Haryana Police_Wanted, Haryana police_Illegal Recruiting Agents, CBI Wanted Person-Rewards, CBI FIR, EOW Wanted List-Delhi, EOW Wanted List-TN, Narcotics Control Bureau Offenders, Enforcement Directorate (ED) orders, Kerala Police_Wanted, Uttar Pradesh Police_Wanted, West Bengal Police_Wanted, Rajasthan Police_Wanted, Orissa Police_Wanted, Jharkhand Police_Wanted, Meghalaya Police_Wanted, Tripura Police_Wanted, Bihar Police_Wanted, European Union Sanctions, United Kingdom Sanction List, UNSC Consolidated List, OFAC, OFAC Consolidated Sanctions- Non SDN ,OFAC Iran Sanctions, Singapore Terrorist Sanctions, French Sanctions, Sri Lanka Terrorist Sanctions, Sri Lanka Proscribed Organisations, UK_Proscribed Terrorist Groups, Canadian Autonomous Sanctions, Netherlands Sanctions, Palestine Monetary Authority Freeze List, Denmark National Sanctions, Afghanistan FinTRACA, Saudi Arabia Designated Terror list, Estonia MoFA Sanctions, NEW ZEALAND TSA_Designated Terrorist, USA Cuba Restricted List, NIA Cases (National Investigation Agency), NIA Most Wanted, Europol- EU Wanted Person, FBI Wanted Person, India Curated News, Any other new feed as stipulated by Regulator.

E] Transaction Monitoring –

1) Alert generation / Scenarios / Rule writing:
   a) Generate all the alerts that are required by FIU and in addition to that any internal alerts that are required to meet the objective.
   b) Back testing simulation before making the alert generation process live of different alert types.
   c) Rules/Threshold defining as per requirement basis which alerts will be generated.
2) Customer Information System Allows capturing data of Customer KYC Details, accounts details, and financial transaction done from the accounts.
3) Report Dashboard (Different Parameters)
   a) Allowing the flexibility to run the report for a long period and multiple parameters at one go.
   b) Monthly basis alert count for all the alert types.
   c) Customer Case related 360 degree view report for better analysis.
4) Case Manager with workflow
   a) Integration of all types of alerts including based on PAN Number. So even If a customer has a different account they will be clubbed based on PAN.
   b) Big Picture summary and allowing the user to get a complete view from background details, • KYC Details – Age, occupation, risk, income, net worth, list of key persons, • Transaction details. • WWW check – Any articles regarding the customer. • History – Historical cases generated in past.
   c) Allowing different people in the organization to enter investigation details / view / feedback, will be saved like a blog.
   d) Allowing separate flags to be maintained for the alert as well as the case. (Pending / To be reported) etc.
   e) Allows the final flagging to be done by the principal officer or the MLRO.
   f) Allows storing of scanned documents / soft copy attachments.
   g) Case manager workflow as per the requirement.
   h) Email communication within the organization and with the client asking specific details.
   i) Auto escalation / email to the next level user if the case/ alert is not resolved in x days.
5) STR Module (Generating the XML report and direct upload to FIU Finnet Portal) - The system will generate the STR in the required format and can be uploaded to the FIU Website on the Finnet Portal. System facilitates auto mapping of the transactions details / customer details / branch details to the relevant fields.
6) Email functionality –
   - Emails to end users for new cases created
   - Emails on case transition

- Daily actionable emails to end user

System Specifications / Requirements:
The proposed solution must meet technical and operational requirements to ensure smooth adoption within the StockHolding environment:

- **Compatibility:** The proposed solution must be compatible with the existing hardware, operating systems, and applications to ensure seamless integration with:
  1) Support for Restful APIs to integrate in real time / batch processing without back office applications
  2) For on-premise solutions must be compatible with our IT infrastructure constraints like Linux / Windows OS with Oracle Data Base. For Saas based solution, we need only Restful APIs with all security measures as per the SEBI guidelines on cloud solutions.
- **Interoperability:** The proposed solution must be able to integrate with current workflows, databases, and third-party tools with:
  1) Support for Restful APIs to integrate in real time / batch processing without back office applications.
  2) Ability to cross reference against local and global PMLA watch list
- **Scalability:** The proposed solution must be flexible to support future growth and additional workloads:
  1) Solution should be scalable enough to accommodate SEBI or any other regulatory related requirement.
  2) Must be proven to handle peak daily transaction volume without causing system latency
- **Security & Compliance:** Adherence to organizational policies and regulatory standards, if any.
  1) Solutions must adhere with SEBI guidelines and DPDP act for handling PII information.
  2) Built in unalterable audit trail logs
  3) Strong encryption (eg. AES-256) for data at rest and in transit
  4) Implement proper identity and access management (IAM) to ensure only authorized users can access resources.
  5) Uptime Guarantee: Adherence to Service Level Agreements (SLAs) as defined in the document.
  6) Disaster Recovery: Ensure that there are backup and disaster recovery mechanisms in place to mitigate data loss and system failure.
- **Support and Customer Service:** Provide technical support through different channels like phone, chat, or email 24/7. Provide resources, tutorials, and guides to use the platform effectively.
- **Updates and Maintenance:**
  1) Patch Management: Regularly update software and firmware to protect against vulnerabilities.
  2) Service Updates: Intimation about new features, improvements, or potential disruptions related to product services.
  3) Closure of VAPT observations in the applications and infrastructure related to implemented solution

The vendor should support on priority in case of any production issues. Also, in case of any ad-hoc requirements / changes the vendor should be able to support or incorporate.

The vendor should provide required reports to StockHolding as and when required with respect to consumption of resources, audit requirements etc.

Project Milestones:

Following the issuance of the purchase order to the successful bidder, below defined milestones should be delivered by the bidder-

Implementation Timeline	Solution installation and configuration within one month after PO issuance
Integration Timeline	Integration with back office in three months after PO issuance
Integration Timeline	1) User Manual -21 Days before Go Live, 2) Training and final acceptance testing -15 Days before Go Live

Go-Live:

Go-Live Date shall be established once the proposed AML solution has been fully deployed, following the successful completion of implementation and integration within StockHolding's environment.

Service Level Agreement (SLA) and Penalty

The bidder needs to ensure that the solution proposed encompasses of below -

- Uninterrupted availability of services
- Continuous improvement in technology and awareness

Availability Period –

- User access for Lookup - 7 days a week & 24 hours a day, except planned maintenance (Sunday 10am to 1pm)
- User access for other features (Business user for case manager and other features) - 7 days a week & 24 hours a day, except planned maintenance (Sunday 10am to 1pm)
- API availability - 7 days a week & 24 hours a day, except planned maintenance (Sunday 11pm to 3am, Quarterly BCP Drill with downtime of 3 + 3 hours)

Uptime: Excluding planned maintenance.

HelpDesk –

1. System unavailability reporting
2. Bug reporting
3. Change request
4. Ad hoc query
5. Training request

6. Feature Support
7. Version upgrades
8. Infra assessment request

Modes of helpdesk-
1) Portal
2) Email
3) Call

The bidder to ensure for service availability and performance, including:

- **Availability Targets-** 99.5 % excluding Planned Maintenance
- **Response Time:** Maximum time allowed for acknowledging reported issues is 30 Minutes.
- **Resolution Time:** Expected timeframe for resolving issues based on severity levels.
  - Low - 15 Days,
  - Medium - 6 Days,
  - High - 2 Days,
  - Urgent- 5 Hours
- **Escalation Matrix:** Clear process for issue escalation to ensure accountability with Contact Details of specific Person Name as L1, L2 and L3 points to be submitted

Penalty Terms - Reimbursement of any Penalty imposed by Regulator or Compensation to third Party on account of Disruption / Delay in service.
Note on Penalty Terms:
a) *Applicable taxes on all the penalty amounts mentioned above shall be payable.*
b) *The total penalty shall be subject to a maximum of 10% of the total contract value.*

Contract Duration
1) Successful bidder shall enter into contract for the period of 05 (five) years.

Terms and Conditions
A. **Payment Milestones:**

Sr. No.	Milestone	Payment
1	One time Implementation and Integration Cost for the solution	100% payment After Go-Live closure signoff from Stockholding
2	Cost for software licenses/subscription along with AMC/ATS charges for a five-year period	100% annual payment After Go-Live closure signoff on submission of invoice duly certified by StockHolding

B. **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.

C. Bidder to abide by labour laws, human rights and regulations in their regions of business. Bidder to adhere to laws addressing child, forced or trafficked labour

Refund of Earnest Money Deposit (EMD):

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

Performance Bank Guarantee (PBG):

Successful Bidder shall, at own expense, deposit with the *StockHolding*, within Fifteen (15) days on issuance of PO, a Bank Guarantee (BG) for the value of 5% (Five per cent) of the Contract value (including GST) 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. The BG claim period will be 12 months from BG expiry date. No payment will be due to the successful bidder based on performance, until the BG verification is pending. A penalty of ₹5,000 per day will be imposed on 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 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 endeavour to find a solution to the problem. Notwithstanding above, the decision of the StockHolding, shall be final and binding on the bidder.

Dispute Resolution

In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavour to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Mumbai 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 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 Bidder will have to submit a signed and stamped copy of the Integrity Pact by the authorized signatory of the Bidder.

Non-Disclosure Agreement (NDA)

The successful Bidder will sign a Non-Disclosure Agreement (NDA) as per Annexure-8 with StockHolding for the contract period. The draft text of the NDA will have to be approved by legal department of StockHolding. 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.

Subcontracting

As per scope of this RFP, sub-contracting is not permitted. The bidder shall not assign or sub-contract the assignment or any part thereof to any other person/firm.

Termination of contract for convenience

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

Termination Clause

StockHolding reserves right to terminate the contract by giving **90 days** prior written notice in advance against any of the following conditions –

a) If at any point of time, the services of bidders are found to be non-satisfactory;
b) If total penalty amount exceeds 10% of total contract value;

During the Termination notice period successful bidder must adhere to all the conditions mentioned in the 'Exit Management' clause.

Exit Management

a. Purpose: In the case of termination of the Contract, the Exit Management procedure should start 90 days before the expiry or termination of contract.
b. Plan: An Exit Management Plan, provided in writing by the Bidder to the StockHolding within 60 days of the acceptance of the Purchase Order/Contract, will outline the Bidder's support during the termination or expiration of the contract, along with the company's exit strategy. Following this, the exit plan must be reviewed and updated annually.
c. Bidder shall provide the Termination/Expiration Assistance regardless of the reason for termination or expiration.
d. Bidder shall fully and timely comply with the Exit Plan.
e. Bidder shall not make any changes to the Services under this Agreement and shall continue to provide all Services to comply with the Service Levels.
f. Confidential Information, Security and Data: The Bidder will promptly on the commencement of the exit management period supply to StockHolding the following:

- Information relating to the current services rendered.
- Documentation relating to Project's Intellectual Property Rights.
- Project Data and Confidential Information.
- All current and updated project data as is reasonably required for purposes of transitioning the services to its Replacement Bidder in a readily available format specified by StockHolding.

Options Order Clause

The Purchaser reserves the right to extend the contract period and/or increase the ordered quantum of goods/services up to 25 percent at any time till the completion date of the contract, by giving reasonable notice and reasonable extension in delivery period for increased quantum, even though the quantum ordered initially has been delivered in full before the completion period of contract.

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 all states)		
6	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Mumbai (if any)		
7	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number		
	c) E-mail ID		
8	Years of experience of providing similar services		
9	**Financial parameters**		
	Business Results (last three years)	Annual Turnover	Net Worth
		(Rs. in Crores)	(Rs. in Crores)
	2022-23		
	2023-24		
	2024-25		
	(Only Company figures need to be mentioned not to include group/subsidiary Company figures)	(Mention the above Amount in INR only)	

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this........ Day of 2026

(Signature)

(In the capacity of)

ANNEXURE - 2 – Eligibility Criteria

SI. No	Criteria	Documents to be submitted by Bidder
1	The Bidder should be - a registered Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013; (or) a Partnership Firm registered under Indian Partnership Act, 1932; with experience in providing AML / Client Screening / Transaction monitoring solutions for past 5 years.	Copy of Certificate of Incorporation issued by the Registrar of Companies and Self declaration by the bidder on it Letter Head duly signed by the Authorized Signatory
2	Bidder should have an average annual turnover of at least ₹1.1 crores per annum for last three audited financial years (i.e. 2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies	Certificate from CA/Balance Sheet mentioning annual turnover for last three financial years.
3	Bidder should have Positive Net worth (minimum ₹70 Lakhs) for all the last 03 (three) audited financial years (i.e. 2022-23, 2023-24 and 2024-25).	Certificate from CA/Balance Sheet mentioning net worth for the past three financial years.
4	Bidder should not be blacklisted by any Government, Government Body, PSU, Bank, Autonomous body and any other entity for any reasons within last 2 years from the RFP date.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
5	The bidder must have prior experience in implementing at least one proposed solution related to AML / Client Screening / Transaction monitoring solutions for BFSI's within the last 5 years. The Solution implemented should be – • live and running successfully (and/or) • completed as on date of RFP.	• Work Orders / Purchase Orders / Contracts copy • Completion certificate / Client reference letter OR Go-live / acceptance email
6	Bidder should have qualified/certified Core Team of proposed project Implementation (minimum 2 resources).	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory with details of the resources.
7	Bidder should be either OEM of offered solution or an Authorized Partner of OEM.	If the bidder is the OEM, a self-declaration must be provided confirming that the bidder is the

	OEM can quote directly or through authorized partners. However, both i.e., OEM & their authorized partner cannot participate in the bid. In case, both (OEM & their authorized partner) participate, the bid of the OEM only will be considered.	original equipment manufacturer of the proposed solution; In case the bidder is not OEM of the offered solution, then a certificate from OEM certifying that Bidder is authorized partner of the OEM.
8	The bidder's proposed solution shall comply with all applicable local laws, as well as the relevant guidelines issued by SEBI, FIU-India, NSDL, and CDSL, and meet the requirements of the PMLA and DPDP Act. The solution/product offered should be such that its use by the StockHolding ensures full and complete compliance of all the guidelines issued by Regulatory/government bodies from time to time.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory
9	The Bidder to submit signed & stamped Integrity Pact as per Annexure- 5.	Self-declaration from bidder on their letter head duly signed by authorized signatory
10	The bidder must provide office details along with an escalation matrix	Office details with escalation matrix to be submitted

Note:

a. Letter of Authorization shall be issued by either Managing Director having related Power of Attorney issued in his favour or a Director of the Board for submission of Response to RFP
b. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
c. Bidder response should be complete, Yes/No answer is not acceptable.
d. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. StockHolding will not make any separate request for submission of such information.

Dated this........ Day of 2026
(Signature)

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

ANNEXURE - 3 – Technical Criteria

Sr. No.	Criteria	Supporting Documentation	Technical Score Matrix	Max Marks
A. Experience, Turnover & Resource Strength (70 marks)				
1	**Turnover from AML Software Solution services**: Bidder having an average annual turnover of at least ₹1.1 crores per annum for last three audited financial years (2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies	A Certificate duly certified by the statutory auditor/Balance Sheet of the Bidder clearly mentioning the annual turnover from AML Software Solution services of the bidder.	a) INR 1.1 crores to INR 5 Crores: 8 Marks b) More than INR 5 Crores and less than INR 10 Crores: 10 Marks c) More than INR 10 Crores and less than INR 20 crores: 12 Marks d) More than INR 20 crores: 15 Marks	15 Marks
2	**Experience in PMLA software solution services Engagements:** The bidder having prior experience in implementing the proposed solution related to AML / Client Screening / Transaction monitoring solutions for BFSI's within the last 5 years. The Solution implemented should be – • live and running successfully (and/or) • completed as on date of RFP.	• Work Orders / Purchase Orders / Contracts copy • Completion certificate / Client reference letter OR Go-live / acceptance email	a) 1 - 5 project: 10 Marks b) 6 - 10 projects: 15 Marks c) More than 10 projects: 20 Marks	20 Marks
3	**Relevant Projects experience**: Bidder's experience in providing AML / Client Screening / Transaction monitoring solutions to any of its BFSI clients.	• Work Orders / Purchase Orders / Contracts copy	a) Less than 5 Years: 10 Marks b) More than 5 and less than 7 Years: 12 Marks c) More than 7 years: 15 Marks	15 Marks
4	**Qualified/Certified Resources:**	Self-Certificate on the letterhead of the bidder	a) 2 - 25 resources: 10 Marks	15 Marks

	Bidder having qualified / certified Core Team of proposed PMLA solution services Implementation (minimum 2 resources).	signed by Authorized signatory with details of resources	b) 26 – 50 resources: 12 Marks c) 50 and above resources: 15 Marks	
5	The bidder holding valid ISO 27001 (or the latest version) or SOC 2 Type 2 certification.	Valid Certification copy	a) Not Certified – 0 marks b) Certified – 5 Marks	5 Marks
B. Technical Presentation by Bidder (30 Marks)				
6	Technical Presentation	Based on technical presentation given by the bidder	Aspects to be considered for presentation: a) Overall approach of the project execution and implementation methodology – 5 Marks b) Integration and architecture for the solution – 5 Marks c) Planning for completion of project within the timelines (Roadmap) - 6 Marks d) Project management, team strength and team qualification details – 6 Marks e) Demonstration of the proposed solution – 6 Marks f) Any additional features in the proposed solution – 2 Marks	30 Marks
			Total Score	**100 Marks**

Note:

- The bidder is required to provide documentary evidence for each of the above criteria.
- StockHolding shall verify the credentials submitted with the respective issuer and understand the credentials claimed for the purpose of evaluation and awarding marks.
- The bidder to submit appropriate credentials [other than self- certification] in respect of each of the item.
- Technical proposals will be evaluated based on the total marks obtained across all technical evaluation criteria. Only those bidders who achieve a minimum cumulative score of 60 marks in the technical evaluation will qualify for the commercial bid evaluation.

ANNEXURE - 4 - Commercial Price Bid Format

S #	Item	1st Year Amount (₹)	2nd Year Amount (₹)	3rd Year Amount (₹)	4th Year Amount (₹)	5th Year Amount (₹)	Total Amount (₹)
1	Cost for software licenses/subscription along with AMC/ATS charges						
2	One-Time Implementation and Integration cost		NA	NA	NA	NA	
						Total Amount for 5 years (₹)	
						GST (₹)	
						Total Amount for 5 years with GST (₹)	

Notes:

a Price to be quoted is for 05 (Five) years including GST while uploading financial bids on GeM portal.

b Applicable penalty will / may be recovered from the monthly payment.

c Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled in correctly. Please note that any Commercial Offer, which is conditional and / or qualified or subjected to suggestions, will also be summarily rejected. This offer shall not contain any deviation in terms & conditions or any specifications, if so such an offer will also be summarily rejected.

d All payments will be made in INR.

ANNEXURE - 5 – Integrity Pact

(________________________________ 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 the 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.

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

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

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed Shri Shekhar Prasad Singh, IAS (Retd.) as Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractors 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 50 lakhs or more, the Principal / StockHolding / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.

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

VII. Duration of the Integrity Pact (IP)

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

VIII. Other Provisions

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

IX. Legal and Prior Rights

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

IN WITHNESS 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 – Compliance Statement
(To be submitted on Company Letter Head)

Subject: RFP REF NO: CPCM-37/2026-27 dated 21-Aug-2026 for Requirement of Anti Money Laundering (AML) Solution 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	Service Level Agreement (SLA) / Scope of Work		
5	Non-Disclosure Agreement		
6	Payment Terms		
7	Bid Validity		
8	Integrity Pact		
9	All General & Other Terms & Conditions in the RFP		
10	Technical Compliance		

(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 – 7 – Format of Bank Guarantee

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

<u>For Issuing Bank</u>

Name of Issuing Authority:

Designation of Issuing Authority:

Employee Code:

Contact Number:

Email ID:

ANNEXURE – 8 – Format of Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter "Agreement") is executed on this ______ day of ____________, **20xx** by and between

Stock Holding Corporation of India Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai 400012 (hereinafter referred to as "**StockHolding**" which expression shall mean and include its successors and assigns), of the One Part;
And
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, 80
3. 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.
4. **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.

5. **No Warranty**: All Confidential Information is provided 'as is.' Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.
6. **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.
7. **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.

8. **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.
9. **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.
10. **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.
11. **Miscellaneous**: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard and may not be amended or modified except by a writing signed by a duly authorized representative of the respective Parties. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be assigned or transferred except by a mutual written consent of both the Parties.

For Stock Holding Corporation of India Limited	**For Company Name**
Name:	Name:
Title:	Title:
In the Presence of	
Name:	Name:
Title:	Title: