Stock Holding Corporation of India Limited

(StockHolding)

RFP Reference Number: CPCM-039/2026-27

Date: 21-Sep-2026

GEM Reference No. - GEM/2026/B/8055301

Request for Proposal (RFP) for on-boarding vendor partners for SMS delivery services 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-039/2026-27
3	Requirement	RFP for on-boarding vendor partners for SMS delivery services at StockHolding
4	Interest free Earnest Money Deposit (EMD) [*]	Rs. 1,50,000/- (Indian Rupees One Lakh Fifty Thousand only) by way of RTGS/NEFT/BG/FDR 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 in 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, immediately after transferring the EMD amount. 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	CPCM@stockholding.com
6	Date of Issue of RFP Document	21-Sep-2026
7	Date, Time and place for online Pre-bid meeting	05- Oct-2026 11:00 AM For participation in pre-bid meeting, please send mail for online meeting link to CPCM@stockholding.com before 04- Oct-2026 05:00 PM
8	Last Date for Submission of pre-bid queries	04-Oct-2026
9	Last Date for Submission of Online Bid	14- Oct-2026 03:00 PM
10	Date of opening bid	15- Oct-2026 03:00 PM

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

Table of Contents

SUBMISSION OF PROPOSAL

StockHolding invites e-tender through GeM Portal, in two bid system (Technical and Commercial bid), for on-boarding vendor partners for bulk SMS delivery services at StockHolding.

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. Eligibility/Technical Bid (.pdf files)
2. Commercial Bid (.pdf files)

Invitation for bids:

This "Invitation for bid" is meant for the exclusive purpose of "for on-boarding vendor partners for bulk SMS delivery services at StockHolding" as per the terms, conditions, and specifications indicated in this RFP and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

Due Diligence:

The bidder is expected to examine all instructions, Forms, Terms, Conditions and Specifications in this RFP. Bids shall be deemed to have been made after careful study and examination of this RFP with 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 Eligibility Criteria (Technical) – Annexure 3
- d Format for Commercial Bids - Annexure 4
- e Integrity Pact (Text) - Annexure 5
- f Compliance Statement – Annexure 6

g Format of Bank Guarantee – Annexure 7
h Format of Non-Disclosure Agreement (NDA) – 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 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 right 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's/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 submission.

ELIGIBILITY CRITERIA (Documents to be Submitted Online)

Guidelines to be followed prior to submitting an application-

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	Copy of Certificate of Incorporation issued by the Registrar of Companies
2	Bidders should have experience in providing Bulk SMS Delivery services atleast for past 5 years as on the date of the RfP.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory with relevant supporting documents- (PO copies/Agreements)
3	Bidder should have an average annual turnover of at least ₹ 12.5 Lakhs per annum for last three financial years (2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies	Certificate from CA mentioning annual turnover for last three financial years.
4	Bidder should have Positive Net worth for all the last 03 (three) audited financial years i.e. 2022-23, 2023-24 and 2024-25.	Certificate from CA mentioning net worth for the past three financial years.
5	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
6	The bidder should have at least 03 (three) successful implementations in India of Bulk SMS Delivery Solutions in the last 03 (three) years as on RFP date.	1. Copy of Purchase Order 2. Completion certificate with Customer Name and Address, Contact Person, Telephone Nos. Fax and e-mail Address and customer reference to be provided (or) Self-certification by bidder on status of ongoing projects
7	The bidder should have experience in implementation of Bulk SMS Delivery Solutions in India with average annual SMS volume more than or equal to 50 lakhs in single order.	Copy of Purchase Order /Completion certificate
8	The Bidder is to submit the following documents (signed and stamped): (a) Bidders Profile (Annexure -1) (b) Integrity Pact (Annexure – 5)	Duly signed and stamped annexures are to be uploaded on Bidder's letterhead.

	(c) Compliance Statement – (Annexure 6) (d) Undertaking cum Indemnity- (Annexure 9)	

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

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.

Technical Bid Evaluation

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

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

Sl. No	Parameter	Scores	Max. Scores
Turnover and Experience of Bidder (70 marks)			
1	Average annual turnover of the bidder during last 03 (three) financial years i.e. 2022-23, 2023-24 and 2024-25 **Valid Document:** Certificate from CA mentioning annual turnover for last three financial years.	• >=12.5 lakhs and =< 20 lakhs : 10 Marks • >20 lakhs but <= INR 40 lakhs: 12 Marks • More than INR 40 lakhs : 15 Marks	15 Marks
2	The bidder should have at least 03 (three) successful implementations in India of Bulk SMS Delivery Solutions in the last 03 (three) years as on RFP date. **Valid Document:** Copy of Purchase Order & Completion certificate with Customer Name and Address, Contact Person, Telephone Nos. Fax and e-mail Address (or) Self-certification by bidder on status of ongoing projects	• 3 projects: 10 Marks • 4-5 Projects: 15 Marks • More than 5 Projects: 20 Marks	20 Marks
3	The bidder should have experience in implementation of Bulk SMS Delivery Solutions in India with average annual SMS volume more than or equal to 50 lakhs in single order. **Valid Document:** Copy of Purchase Order & Completion certificate with Customer Name and Address, Contact Person, Telephone Nos. Fax and e-mail Address (or) Self-certification by bidder on status of ongoing projects	• 1 project: 10 Marks • 2-3 Projects: 15 marks • More than 3 Projects: 20 Marks	20 Marks

4	Number of years of experience in providing Bulk SMS Delivery services as on the RfP Date. **Valid Document:** Self-declaration by the bidder on it Letter Head duly signed by the Authorized Signatory with relevant supporting documents- (PO copies)	• Greater than equal to 5 years and less than 7 Years: 09 Marks • Greater than equal to 07 years and less than 09 Years: 12 Marks • 9+ years: 15 Marks	15 Marks
Approach and Methodology with SLA Management (30 Marks)			
5	Proposed Solution / Technical Presentation	• Understanding of the Project requirements – 6 Marks • Implementation Approach & Methodology - 8 Marks • Functionalities offered and Performance metrics - 10 Marks • Project Implementation timelines – 6 Marks The bidder is expected to address the following points in their presentation: · Delivery performance (speed, reliability, uptime) · Scalability (capacity to handle increasing volumes) · Integration support (API availability, ease of integration, reporting tools) · Compliance & security (regulatory adherence, data protection) · Customer support (availability of 24/7 technical and operational support)	30 Marks

Note:

- The bidder is required to provide documentary evidence for each of the above criteria.
- The technical score will be allotted by StockHolding to each bidder against each section and will be considered final.
- 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 **75 marks** in the technical evaluation will qualify for the commercial bid evaluation.

Commercial Bid Evaluation (Stage 2)

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

The bidder with the lowest price shall be declared as L1. The quantity to be awarded shall be split equally (50-50%) amongst the L1 bidder and the next lowest bidder willing to match the L1 price.

REQUIREMENT

StockHolding intends to on-board vendor partners for bulk SMS delivery services.

Scope of Requirement:

The proposed vendor partners must provide:
1. **High-volume SMS delivery:** SMS Service to manage Capacity to handle 200,000 SMS daily for all department/product User.
2. **Multi-use case support:**
3. SMS Service cater the communications like OTP SMS, transactional SMS, informational/informative SMS, and promotional SMS etc.
4. **Integration capabilities:** SMS Service should be integrated with different internal Services, APIs, Websites, Web Portal, dashboards, and reporting tools for seamless connectivity.
5. **Scalability:** SMS Service Infrastructure to support future growth in customer base and message volume.
6. **Reliability:** SMS Service to provide 99.9% uptime and instant delivery for time-sensitive messages.
7. **Compliance:** SMS Service should have adherence to TRAI, DLT regulations and Data Privacy & Security standards (e.g. DPDP Act, IT Act etc.).

Additional Technical Requirements:

1. **Monitoring & Observability:**
   i. Implement a comprehensive monitoring system that tracks:
      a) Real-time and historical request-response data
      b) Delivery success rates and failure patterns
      c) Latency metrics and throughput
   i. Ensure visibility across all endpoints, including API usage, authentication attempts, and SMS traffic.
   ii. SMS Service to provide dashboard to Department-wise Users to set Daily Limit for SMS for their respective department-user, Reports etc.

2. **Alerting & Incident Response:**
   i. Establish an automated alert mechanism to detect and notify
      a) Sudden spikes or drops in SMS request volume
      b) Delays or failures in SMS delivery
      c) Unauthorized access attempts or blocked IP activity
      d) API abuse or unusual traffic patterns
      e) Daily Limit for SMS Sending should be reported with utilization exceeding 70%, 80%, 90% and limit is crossed.
   ii. Alerts should be configurable and sent to designated contacts at both the provider and configured Department-wise Users at consumer ends.

3. **Threat Detection & Mitigation:**
   i. Deploy systems to detect and restrict malicious activity, including:

a) Bot-driven or scripted abuse
b) SMS flooding or spamming attempts
c) Repeated failed authentication or access attempts

ii. Implement real-time blocking of suspicious IPs, tokens, or accounts.
iii. Implement blocking of SMS sending if daily limit crosses.
iv. Ensure immediate reporting of any detected threats or anomalies to the service consumer, including:
a) Nature of the threat
b) Impacted services or endpoints
c) Mitigation steps taken
d) Recommended actions for the consumer Security & Access Control

4. **Security & Access Control:**

i. Enforce strong authentication and authorization for all API access.
ii. Use secure protocols (HTTPS, TLS) for all communications.
iii. Rotate API keys and credentials periodically and upon any breach

5. **Logging & Audit Trails:**

i. Detailed, tamper-proof logs retained for at least 90 days.
ii. Maintain detailed logs of:
a) All incoming and outgoing SMS requests
b) IP addresses, timestamps (with millisecond precision), and request metadata
c) Retain logs for a minimum of 90 days for audit and forensic purposes.
iii. Ensure logs are tamper-proof and stored securely

6. **Performance & SLA Compliance:**

i. Monitor and report on SLA metrics such as:
a) Delivery time thresholds
b) Uptime and availability
c) Error rates and retry mechanisms
ii. Share periodic performance reports with the service consumer.

7. **Transparency & Communication:**

i. Provide a clear escalation matrix for incident handling.
ii. Notify respective department-wise users in advance of any planned maintenance or service changes.

8. **Department-wise User Configuration:**

i. Segregated SMS sending by department/product with daily limits and reporting.
ii. Department-wise user can monitor and manage their SMS sending activity.
iii. In Monthly Bill, it should be mentioned for department-wise SMS count. Count will be included with Success, Failed, Error SMS.
iv. Monitoring, Alerting, incident reporting should be available to Department wise user which are configured for SMS services.

Technical implementation for SMS Service with SMS Service Provider Vendor

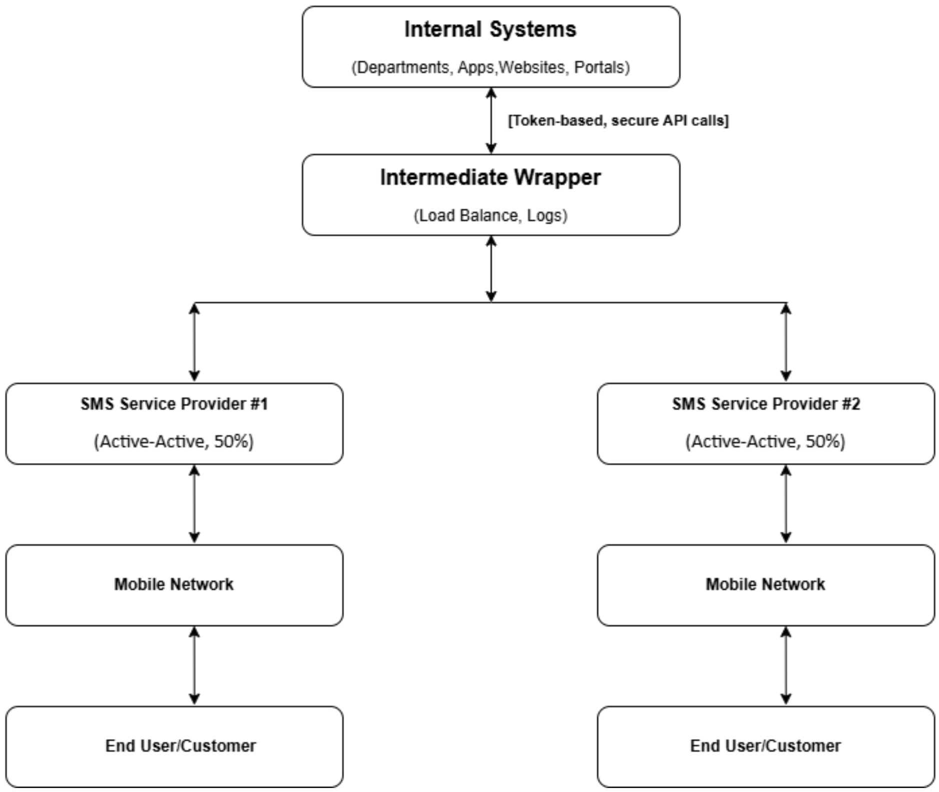
To ensure reliable and scalable communication, we propose implementing an inhouse **intermediate wrapper system,** a web API will be developed by StockHolding team that will manage all SMS traffic between Stockholding Corporation of India Limited and its vendor partners.

This wrapper will act as a secure gateway, distributing SMS requests evenly across two service providers in an **active-active configuration**. By doing so, we achieve redundancy, load balancing, and improved delivery performance. The system will also maintain detailed logs for audit purposes and enforce strict security controls, including token-based access and private key authentication for each department.

In simple terms, the wrapper ensures that:

- SMS traffic is automatically balanced between providers.
- 50%-50% SMS requests will be sent to both SMS sending Services via Intermediate wrapper.
- Delivery remains uninterrupted even if one provider faces downtime.
- Security and compliance are maintained through controlled access and monitoring.
- Departments can integrate seamlessly without directly managing vendor complexities.

This design provides resilience, transparency, and efficiency, aligning with our risk management framework while safeguarding customer communication.



Service Level Agreement (SLA) and Penalty

1. **Project Deliverables/Implementation Timelines & penalties**
   i. Service Initiation: SMS service implementation must commence within 7 calendar days from the date of contract execution.
   ii. Completion Deadline: Full implementation, including integration, testing, and go-live, must be completed within **60 calendar days** from the contract execution date.
   iii. Milestone Tracking: Key milestones (setup, integration, UAT, production rollout) must be documented and approved by the client.
   iv. Delay beyond stipulated timelines will attract a penalty of 0.5% of the monthly service fee per week of delay, capped at 5% of the total contract value.
   v. If implementation is delayed beyond 60 days, then Stockholding reserves the right to terminate the contract without financial liability.

2. **Service Availability**
   i. Provider shall ensure **99.9% monthly uptime** for SMS delivery services.
   ii. Any downtime exceeding 0.1% per month will trigger service credits.

3. **Delivery Performance**
   i. Transactional SMS (e.g., OTPs, alerts): 95% delivered within 10 seconds.
   ii. Promotional SMS: 95% delivered within 60 seconds.
   iii. Delivery Success Rate: Minimum 98% across all traffic.

4. **Compliance Obligations**
   i. Provider must comply with TRAI/DLT regulations, including template and header approvals.
   ii. Provider must adhere to DPDP Act, 2023 requirements for data privacy and security.
   iii. Non-compliance may result in immediate suspension or termination of contract.

5. **Monitoring & Reporting**
   i. Provider shall furnish monthly SLA compliance reports covering delivery rates, latency, uptime, and error logs.
   ii. Real-time dashboards must be available for client monitoring.

6. **Penalties & Remedies**
   i. Delivery Failures: If success rate falls below SLA, a penalty of 2% of monthly billing will apply.
   ii. Downtime Breach: For every hour of downtime beyond SLA, service credits equal to 5% of monthly charges will be issued.
   iii. Delayed Delivery (Transactional SMS): If >15% of OTPs exceed 10 seconds, penalty of ₹5,000 per incident.
   iv. Compliance Breach: Any violation of TRAI/DLT or DPDP Act will result in contract termination and liability for regulatory fines.

v. Security Breach: Unauthorized access or data leakage will trigger indemnification and penalties as per severity.

7. **Escalation & Resolution**
   i. Critical issues must be acknowledged within 30 minutes and resolved within 2 hours.
   ii. Escalation matrix with designated contacts must be maintained.

8. **Termination Clause**
   i. Repeated SLA breaches (3 consecutive months) or major compliance violations give the StockHolding corporation of India Limited the right to terminate the contract without penalty.

Terms and Conditions

A. Payment:

- Monthly payments shall be calculated based on the actual number of SMS messages delivered, at the agreed SMS rate, and duly validated and certified by StockHolding's authorized officials.

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.

Contract Duration

Successful bidder shall enter into contract for the period of 03 (three) years with StockHolding.

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% 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 and confirmation from the issuer is received. A penalty of Rs. 5,000 per day will be imposed on the successful bidder for any delay in issuing the PBG within the specified timeline.

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

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

Force Majeure

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

The Party seeking to rely on Force Majeure shall promptly, within 5 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has taken and is taking all reasonable measures to mitigate the events of Force Majeure. And, all Parties will 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 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 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 service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project.

Non-Disclosure Agreement (NDA)

The successful bidder shall execute Non-Disclosure Agreement (NDA) as per Annexure -8, which contains all the services and terms and conditions of the services to be extended as detailed herein.

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

Indemnify

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

Termination 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 bidder under the contract is terminated and the date upon which such termination becomes effective. The bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

Termination Clause

1. StockHolding reserves right to terminate the contract by giving 90 days prior written notice in advance against any of the following conditions –
   a. If penalty amount is equal to or more than 10% of total contract value; during the Termination notice period successful bidder must adhere to all the conditions mentioned in the 'Exit Management' clause.
   b. If at any point of time, the services of bidders are found to be non-satisfactory;
2. Notwithstanding the above, StockHolding may at any time terminate the Contract by giving Notice to the successful bidder if the successful bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the successful bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to StockHolding.
3. Apart from above cases, StockHolding reserves the right to recover any dues payable by the successful bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

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.

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 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.

<table>
<tr><th>Sl. No</th><th>Parameters</th><th colspan="2">Response</th></tr>
<tr><td>1</td><td>Name of the Firm/Company</td><td colspan="2"></td></tr>
<tr><td>2</td><td>Year of Incorporation in India</td><td colspan="2"></td></tr>
<tr><td>3</td><td>Names of the Partners/Directors</td><td colspan="2"></td></tr>
<tr><td>4</td><td>Company PAN no</td><td colspan="2"></td></tr>
<tr><td>5</td><td>Company GSTN no.</td><td colspan="2"></td></tr>
<tr><td rowspan="3">6</td><td>Addresses of Firm/Company</td><td colspan="2"></td></tr>
<tr><td>a) Head Office</td><td colspan="2"></td></tr>
<tr><td>b) Local Office in Mumbai(if any)</td><td colspan="2"></td></tr>
<tr><td rowspan="4">7</td><td>Authorized Contact person</td><td colspan="2"></td></tr>
<tr><td>a) Name and Designation</td><td colspan="2"></td></tr>
<tr><td>b) Telephone number</td><td colspan="2"></td></tr>
<tr><td>c) E-mail ID</td><td colspan="2"></td></tr>
<tr><td rowspan="7">8</td><td>Financial parameters</td><td colspan="2"></td></tr>
<tr><td rowspan="2">Business Results (last three years)</td><td>Annual Turnover</td><td>Net Worth</td></tr>
<tr><td>(Rs. in Crores)</td><td>(Rs. in Crores)</td></tr>
<tr><td>2022-23</td><td></td><td></td></tr>
<tr><td>2023-24</td><td></td><td></td></tr>
<tr><td>2024-25</td><td></td><td></td></tr>
<tr><td>(Only Company figures need to be mentioned not to include group/subsidiary Company figures)</td><td colspan="2">(Mention the above Amount in INR only)</td></tr>
</table>

N.B. Enclose copies of Audited Balance Sheet/CA Certificate 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	Copy of Certificate of Incorporation issued by the Registrar of Companies
2	Bidders should have experience in providing Bulk SMS Delivery services atleast for past 5 years as on the date of the RfP.	Self-declaration by the bidder on its Letter Head duly signed by the Authorized Signatory with relevant supporting documents- (PO copies/Agreements)
3	Bidder should have an average annual turnover of at least ₹ 12.5 Lakhs per annum for last three financial years (2022-23, 2023-24 and 2024-25). It should be of individual company and not of Group of Companies	Certificate from CA mentioning annual turnover for last three financial years.
4	Bidder should have Positive Net worth for all the last 03 (three) audited financial years i.e. 2022-23, 2023-24 and 2024-25.	Certificate from CA mentioning net worth for the past three financial years.
5	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
6	The bidder should have at least 03 (three) successful implementations in India of Bulk SMS Delivery Solutions in the last 03 (three) years as on RFP date.	1. Copy of Purchase Order 2. Completion certificate with Customer Name and Address, Contact Person, Telephone Nos. Fax and e-mail Address and customer reference to be provided (or) Self-certification by bidder on status of ongoing projects
7	The bidder should have experience in implementation of Bulk SMS Delivery Solutions in India with average annual SMS volume more than or equal to 50 lakhs in single order.	Copy of Purchase Order /Completion certificate
8	The Bidder is to submit the following documents (signed and stamped): (e) Bidders Profile (Annexure -1) (f) Integrity Pact (Annexure – 5) (g) Compliance Statement – (Annexure 6) (h) Undertaking cum Indemnity- (Annexure 9)	Duly signed and stamped annexures are to be uploaded on Bidder's letterhead.

Note:

a. All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise.
b. Bidder response should be complete, Yes/No answer is not acceptable.
c. 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

Sl. No	Parameter	Scores	Max. Scores
Turnover and Experience of Bidder (70 marks)			
1	Average annual turnover of the bidder during last 03 (three) financial years i.e. 2022-23, 2023-24 and 2024-25 **Valid Document:** Certificate from CA mentioning annual turnover for last three financial years.	• >=12.5 lakhs and =< 20 lakhs : 10 Marks • >20 lakhs but <= INR 40 lakhs: 12 Marks • More than INR 40 lakhs : 15 Marks	15 Marks
2	The bidder should have at least 03 (three) successful implementations in India of Bulk SMS Delivery Solutions in the last 03 (three) years as on RFP date. **Valid Document:** Copy of Purchase Order & Completion certificate with Customer Name and Address, Contact Person, Telephone Nos. Fax and e-mail Address (or) Self-certification by bidder on status of ongoing projects	• 3 projects: 10 Marks • 4-5 Projects: 15 Marks • More than 5 Projects: 20 Marks	20 Marks
3	The bidder should have experience in implementation of Bulk SMS Delivery Solutions in India with average annual SMS volume more than or equal to 50 lakhs in single order. **Valid Document:** Copy of Purchase Order & Completion certificate with Customer Name and Address, Contact Person, Telephone Nos. Fax and e-mail Address (or) Self-certification by bidder on status of ongoing projects	• 1 project: 10 Marks • 2-3 Projects: 15 marks • More than 3 Projects: 20 Marks	20 Marks
4	Number of years of experience in providing Bulk SMS Delivery services as on the RfP Date. **Valid Document:** Self-declaration by	• Greater than equal to 5 years and less than 7 Years: 09 Marks • Greater than equal to 07 years	15 Marks

	the bidder on it Letter Head duly signed by the Authorized Signatory with relevant supporting documents- (PO copies)	and less than 09 Years: 12 Marks • 9+ years: 15 Marks	
Approach and Methodology with SLA Management (30 Marks)			
5	Proposed Solution / Technical Presentation	• Understanding of the Project requirements – 6 Marks • Implementation Approach & Methodology - 8 Marks • Functionalities offered and Performance metrics - 10 Marks • Project Implementation timelines – 6 Marks The bidder is expected to address the following points in their presentation: · Delivery performance (speed, reliability, uptime) · Scalability (capacity to handle increasing volumes) · Integration support (API availability, ease of integration, reporting tools) · Compliance & security (regulatory adherence, data protection) · Customer support (availability of 24/7 technical and operational support)	30 Marks

Note:

- The bidder is required to provide documentary evidence for each of the above criteria.
- The technical score will be allotted by StockHolding to each bidder against each section and will be considered final.
- 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

Operational/ Service cost/ Transaction cost inclusive of Implementation Charges:

Sl. No.	Description	Estimated Quantity of SMS per year	Number of years	Per SMS rate (₹)	SMS Cost for 3 years (₹)	GST (₹)	Total Cost for 3 years with GST (₹)
1	Operational/ Service cost/ Transaction cost inclusive of Implementation Charges	1,38,00,000	3				

Note:

a Price to be quoted is for contract period of 03 (three) years for Grand Total with GST while uploading financial bids on GeM portal.
b StockHolding reserves the right to negotiate with L1 bidder.
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.
d All payments will be made in INR.
e Average Annual volume of SMS is expected to be approx. 138 Lakhs whereas monthly average volume of SMS is expected to vary across months.
f Billing will be performed on monthly basis as per actual volume of SMS.
g **The bidder with the lowest price shall be declared as L1. The quantity to be awarded shall be split equally (50-50%) amongst the L1 bidder and the next lowest bidder willing to match the L1 price.**

ANNEXURE - 5 – Integrity Pact

(To be executed on plain paper and submitted by the 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 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.

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

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

VI. Independent External Monitor (IEM)

1. The Principal / Owner / StockHolding has appointed Shri Shekhar Prasad Singh, IAS (Retd.) as Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, StockHolding Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / StockHolding / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor‟s Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 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)

RFP REF NO: CPCM-039/2026-27 dated 18-Sep-2026 RFP for on-boarding vendor partners for SMS delivery services at StockHolding

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by StockHolding. We also agree that 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)		
5	Non-Disclosure Agreement		
6	Payment Terms		
7	Bid Validity		
8	Integrity Pact		
9	All General & Other Terms & Conditions in the RFP		
10	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 – 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.

For Issuing Bank

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, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, know-how, ideas, concepts, strategies, trade secrets, product or services, results obtained by using confidential information, prototype, client or vendor list, projects, employees, employees skills and salaries, future business plans disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential Information disclosed herein; (d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law, provided that the recipient party gives disclosing party a written notice of any such requirement within ten (10) days after the learning of any such requirement, and takes all reasonable measure to avoid disclosure under such requirement.
3. **Confidentiality Obligations**: The Receiving Party shall, at all times maintain confidentiality and prevent disclosure of Confidential Information of Disclosing party with at least the same degree of care as it uses to protect its own confidential information but in no event with less than reasonable care. The Receiving Party shall keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party. The Receiving

Party agrees not to disclose, transmit, reproduce or make available any such Confidential Information to any third parties and shall restrict disclosure of Confidential Information only to a limited group of Recipient's directors, concerned officers, employees, attorneys or professional advisors who need to have access to the Confidential Information for the purposes of maintaining and supporting the services and each of whom shall be informed by Receiving Party of the confidential nature of Confidential Information and agree to observe the same terms and conditions set forth herein as if specifically named a Party hereto. The Receiving Party shall not, unless otherwise agreed herein, use any such Confidential Information and Confidential Materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects. The Receiving Party shall not use the Confidential Information in any way to create a derivative work out of it or reverse engineer or use for any commercial purpose or for any purpose detrimental to the Disclosing Party. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary. The Receiving Party shall immediately notify Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Disclosing Party in taking necessary remedial action.

4. **No Warranty**: All Confidential Information is provided 'as is.' Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.
5. **No License**: Each Party recognizes that nothing in this Agreement is construed as granting it any proprietary rights, by license or otherwise, to any Confidential Information or to any intellectual property rights based on such Confidential Information.
6. **Return**: The Receiving Party who receives the Confidential Information and Confidential Materials agrees that on receipt of a written demand from the Disclosing Party:
    a. Immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control; (SUCH RETURN OF DOCUMENTS SHOULD BE DONE BY SIGNING A LETTER).
    b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
    c. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
    d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
    e. Receiving party will attempt to maintain, to the best possible extent, physical and logical segregation of the Confidential Information of the data of the Receiving party from data of any third party.
7. **Term**: The term of this Agreement shall be ____ (___) years from ___________ (the Effective Date). Either Party may terminate this Agreement by giving a thirty (30) days

written notice to the other. The confidentiality obligations stated in this Agreement shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.

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

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

ANNEXURE – 9 – Undertaking cum Indemnity

xx-xxx-2026

To,
Stock Holding Corporation of India Ltd.
____

Dear Sir/Madam,

We , M/s _________________________, represented through our authorised representative Mr./Ms.____________________________, having our registered office at _____________, do hereby solemnly undertake as follows:

1) That we shall comply with and abide by all labour related and other compliances/rules and regulations required by Stock Holding Corporation of India Limited ("StockHolding") at all times.

2) That we shall ensure adherence to all instructions, compliances, directions and audit requirements issued by StockHolding time to time.

3) That non-compliance of any requirement, rules and regulations as mentioned above may lead to any action deemed appropriate by StockHolding including invocation of bank guarantee & penalty.

4) That in consideration of the above, I Mr./Ms. _______________________________ on behalf of M/s ………………., do hereby undertake that I (including my executors, administrators and assigns) shall at all times indemnify, defend and hold harmless StockHolding, its respective directors, officers, representatives, employees and agents (collectively known as indemnified persons) from and against any and all losses, damages, claims, fines, fees, penalties, interest obligations, deficiencies, and expenses (including amounts paid in settlement, interest, court costs, out-of-pocket fees and expenses of investigators, attorneys, accountants, financial advisors and other experts, and other out-of-pocket expenses of litigation) suffered or incurred by the Indemnified Persons, as a result of, arising from, or in connection with or relating to (a) any matter inconsistent with, or any breach or

inaccuracy of any representation, warranty, covenant (b) failure to perform (whether in whole or part) any obligation required to be performed by me pursuant to this indemnity or (c) any claims or demands raised or made, or proceedings initiated, by any third party against StockHolding in relation to the subject matter of this indemnity bond.

5) That this indemnity bond shall be subject to the exclusive jurisdiction of the courts of Mumbai only.

6) I hereby declare that I have not intentionally or deliberately evaded or concealed any relevant information from StockHolding.

7) I hereby state that M/s ……………………………………….is liable for any action by StockHolding in case of any of the covenants mentioned above holds to be untrue.

8) I solemnly affirm that the statements made herein above are correct and true to the best of my knowledge and belief.

Date: this ______day of ________ 2026.

Signature ___________________

Witnesses

1

Signature ___________________

2. Signature ___________________