

## **Request for Proposal**

**(RFP)**

### **APPOINTMENT OF CONSULTANT FOR END-TO-END IMPLEMENTATION OF INTEGRATED TRADING ENGINE, BACK OFFICE and ALLIED PRODUCTS / MODULES**

**For**

**RFP No. : "RFP/ SSL/ITPRDCT/2021-22/001"  
Date : 07<sup>th</sup> April 2021**

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**DOCUMENT CONTROL SHEET**

Name of the Company	SHCIL Services Ltd	
RFP Reference No	<b>RFP/ SSL/ITPRDCT/2021-22/001</b>	
Date of issue	07 <sup>th</sup> April 2021	
Submission of Pre-Bid Queries	Date	15 <sup>th</sup> April 2021
	Time	3.30 P.M.
Schedule of Pre-Bid Meeting	Date	16 <sup>th</sup> April 2021
	Time	3.30 P.M.
Schedule for Receipt of Bids	Date	28 <sup>th</sup> April 2021
	Time	3.30 P.M.
Cost of the Bid Document	<b>Rs. 10,000/- (Rupees Ten Thousand only]</b> in the form of Demand Draft / Pay Order in favor of 'SHCIL Services Limited', payable at Mumbai only to be submitted along with the Bid.	
Earnest Money Deposit (EMD)	A Bid Security of <b>Rs.2,00,000/- (Rupees Two Lakh only)</b> by way of demand draft or pay order in favor of 'SHCIL Services Limited' payable at Mumbai only to be submitted along with the Bid.	
Schedule for Opening of Technical Bids	Date	29 <sup>th</sup> April 2021
	Time	10.30 A.M.
Place of Pre-bid meeting/ Submission and Opening of Bids / address for Communication & Contact person	<b>Deputy Manager–IT Department , SHCIL Services Limited</b>	
	SHCIL House, P-51, TTC Industrial Area, Mahape, Navi Mumbai Pin 400710.  Shri Rajendra Chaudhari Tel. No. : 022- 61778649 Email :Rajendra.Chaudhari@Shcilservices.com  Shri Pankaj Patil  Tel. No. : 022-61778650 Email :pankaj.Patil@Shcilservices.com	
For Technical Queries	Shri Rajendra Chaudhari Tel. No. : 022- 61778649 Email :Rajendra.Chaudhari@Shcilservices.com  Shri Pankaj Patil Tel. No. : 022-61778650 Email :pankaj.Patil@Shcilservices.com	

**Note:**

1. This tender document is the property of the SSL& is not transferable.
2. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.

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## DISCLAIMER

The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of SHCIL Services Ltd Limited (“SSL”), 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 neither an offer. The purpose of this RFP is to provide applicants, who are qualified to submit the bids (“Bidders”), with information to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. SSL makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. SSL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment. SHCIL Services Ltd does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein, which may become apparent. SHCIL Services Ltd reserves the right of discretion to change, modify, add to or alters any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by SHCIL Services Ltd.

SHCIL Services Ltd reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of SHCIL Services Ltd shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders' queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit SSL's website for any changes / development in relation to this RFP.

## SECTION - 1

### 1. BACKGROUND

SHCIL Services Ltd Limited ("SSL") is a company incorporated and registered under Companies Act, 1956. SHCIL Services Ltd is a Stock Broker and is regulated by the Security Exchange Board of India (SEBI).

SHCIL Services Ltd has its Registered Office at "SHCIL House", P-51, TTC Industrial Area, Mahape, Navi Mumbai 400710

### 2. PURPOSE

SHCIL Services Ltd wishes to appoint a consultant who can understand the requirement and accordingly design, plan and guide SSL to implement Integrated Trading Engine, Back Office and Allied Products / modules.

This "Request for Proposal" (RFP) is to invite proposals from eligible parties having experience in providing consultancy services for end-to-end implementation of Integrated Trading Engine, Back Office and Allied Products / modules as per the scope of work mentioned in the RFP.

### 3. DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary shall obtain independent advice. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid for which the SSL shall not be held responsible. Any decision taken by SHCIL Services Ltd as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s).

### 4. COST OF RFP/BID DOCUMENT AND EXPENSES INCURRED WHILE BIDDING

Cost of the RFP/ Bid document is INR 10,000/- (Rupees Ten Thousand only). The prospective bidder is required to pay the prescribed amount in the form of Demand Draft in favor of 'SHCIL Services Limited', payable at Mumbai. The RFP is to be downloaded from SHCIL Services Ltd's website ([www.shcilservices.com](http://www.shcilservices.com)) and the prescribed amount towards the cost of the RFP should be paid as above along with the submission of RFP /Bid response.

Details of payment, towards the cost of Bid Document, are to be given in the covering letter. Bids without the payment of amount towards the cost of Bid Document will be rejected. The Cost of RFP/ Bid document is non-refundable.

The Bidder shall bear all costs associated with the preparation and submission of its bid and SHCIL Services Ltd will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment or annulment of the bidding process.

### 5. BIDDING IN CONSORTIUM

Bidding in consortium is not allowed and bids received from a consortium of bidders will be rejected.

### 6. CLARIFICATION OF BIDDING DOCUMENTS

Prospective bidders who require any clarification with regards to this RFP may seek a clarification from SHCIL Services Ltd by sending an e-mail to the personnel as mentioned in the control sheet.

SHCIL Services Ltd may hold a pre-bid meeting for any request or queries for clarification on the bid documents,

from the prospective Bidders.

SHCIL Services Ltd shall respond in writing vide e-mail/letter to any request for clarification on the bidding documents, from the prospective Bidders, which it receives not later than the date specified in schedule of activity as mentioned in document control sheet. Further, SHCIL Services Ltd may also respond by e-mail/letter to all clarifications, without identifying the source of the inquiry. SHCIL Services Ltd shall not be responsible for any external agency delays in above communication.

Any clarification given by SHCIL Services Ltd shall be final, conclusive and binding on the Bidders.

#### 8. ELIGIBILITY CRITERIA

Sr. No	Criteria	Documents to be submitted as proof/ support
1	Bidder should be a registered Proprietor /Partnership /LLP/ Company under the Companies Act 2013.	Copy of registration /Incorporation certificate.
2	The bidder should have an office in Mumbai / Navi Mumbai, India and should have the requisite manpower to give service as required by the SSL	Self-Declaration and supporting documents with details of office/ support centers
3	The Bidder should have been in existence for five years as on 31.03.2020 of which minimum of three years should be in the field of consultancy services in BFSI segment (In case of mergers/ acquisitions/ restructuring or name change, the date of establishment of earlier/ original partnership firm/ limited company can be taken into account)	The bidder should submit past 3 financial years audited reports: FY 2019-20 FY 2018-19 FY 2017-18
4	The applicant bidder should not have been blacklisted by any Govt. Department / PSU /PSE or SSLs or the bidder/firm is otherwise not involved in any such incident with any concern whatsoever, where the job undertaken / performed and conduct has been questioned by any authority, which may lead to legal action.	Self-Declaration to this effect to be submitted
5	The bidder should have provided or should be providing end to end consultancy services comprising of strategy / Infrastructure validation / evaluation, selection and project Management implementation / migration of Integrated Trading Engine, back office and Allied products / modules at least two client in India in last 3 years.	Successful consultancy completion Certificate/s or experience certificate/s or implementation proof needs to provide along with Client Authorized person contact details. Company Name Person Name Contact no. With Mobile no. Official Email id
6	The bidder should not be Product OEM.	Self-Declaration

- The Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.
- The SSL reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of the SSL in this regard shall be final, conclusive and binding upon the Bidder.

#### 9. BID EVALUATION CRITERIA (BEC)

To meet SSL's requirements, as spelt out in this Bid Document, the selected Bidder must have the requisite qualifications, skills, experience and expertise in providing consultancy services in information technology and the financial ability that would be required to successfully provide the services sought by SSL.

The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Any decision of SSL in this regard shall be final, conclusive and binding on the Vendor.

The bids received and accepted will be evaluated by the SSL to ascertain the technically best and lowest bid in the interest of the SSL. However, the SSL does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.

If the SSL is not satisfied with the technical bids, the bidder will be disqualified and commercial offers will not be opened in the RFP process. Technically disqualified offers will not be taken up for further process and no discussions / interface will be granted to such Bidders.

Only those bidders who score more than the prescribed cut-off score of 75 in the technical evaluation will be considered for the techno commercial evaluation process. The evaluation of the response to this RFP will be done on a 70-30 techno commercial evaluation method with relative weights of 70% for technical and 30% for commercials.

The SSL reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation SSL may seek specific clarifications from any or all Bidders.

#### 10. GUIDELINES FOR BIDDERS

1. The SSL prefers actual consultants to quote directly.
2. Each bidder shall submit only one proposal.
3. The bid will consist of two separate envelopes marked "Technical Bid" and "Commercial Bid" and both these envelopes will be sealed inside one single bigger envelope and submitted to the SSL in the manner mentioned in the document control sheet.
4. Modification to the Bid Documents, if any, will be made available as addendum on the Internet and / or emailed to the prospective bidders.
5. The Bid Documents may be downloaded from our website [www.shcilservices.com](http://www.shcilservices.com) and submitted to the above mentioned office address.
6. If a holiday is declared on any of the dates mentioned above, the bids shall be received /opened on the next working day at the same timings specified above.
7. Successful bidder would sign an Agreement with SSL at Navi Mumbai only.
8. All applicable taxes, if any, shall be deducted at source as per prevailing rate while making any payment.

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9. The SSL will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
  10. The bids received and accepted will be evaluated by the SSL to ascertain the technically best and lowest bid in the interest of the SSL. However, the SSL does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
  11. The SSL reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to award of the contract.
  12. In case of takeover/ merger of the consultancy firm with some other agency/ discontinuation of the consultancy job, the work assigned has to be completed.
  13. The SSL reserves the right to accept or reject, in part or full, any or all the bids without assigning any reason whatsoever. Any decision of the SSL in this regard shall be final, conclusive and binding on the Bidder.
  14. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of SSL and shall be binding on the Bidder. Any decision of the SSL in this regard shall be final, conclusive and binding on the Bidder.
  15. The SSL reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the SSL in this regard shall be final, conclusive and binding on the Bidder.

## 11. PAYMENT TERMS

1. Payment towards consultancy services to be provided as per the Scope of Work shall be made in stages as indicated below

2. Payment shall be released on production of invoices and other documents, *if any*.

Stage No.	Payment Stage	% of Contract Amount (i.e. Consultancy Fees)
1	On signing the contract agreement including submission of Earnest Money Deposit of Rs.2,00,000/- (In word Rupees Two Lakh only)in the form of Demand Draft in favour of "SHCIL Services Ltd.	10%
2	On acceptance of Consultancy Work by the SSL and submission of final road map with implementation Plan of action.	10%
3	On successful implementation of IT Infrastructure for said application with proper access of the system to the users	20%
4	On successful implementation of Trading Engine and Back Office on SIT & UAT Environment with successful testing and Sign Off provided by SSL Team.	20%
5	On successful implementation of Trading Engine and Back Office on Production, HA and DR site environment with complete testing of application from Primary and DR site successfully.	30%
6	Retention amount to be released after successful operations of the implemented solutions for 180 days from Go Live date	10%
Total	Note: Applicable Tax Extra	

## 12. PRICES AND EXPENSES

The Commercial Bid will be evaluated based on the Total Cost of Consultancy Fees exclusive of applicable taxes & levies.

It may be noted that SSL will not pay any amount/ expenses/ charges/ fees/ travelling expenses/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than the "Agreed Professional Fee". However, the consultant, if required by the SSL, has to travel to our offices located in and outside Mumbai. No separate reimbursement towards travel and other expense shall be made by the SSL.

## 13. PROJECT COMPLETION & DELIVERABLES

The entire implementation should be completed within 06 to 07 months from the date of issue of LOI / PO. The deliverables for the project are detailed in Section 4 of the RFP.

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SECTION - 2  
GUIDELINES TO BIDDERS

1. PROCEDURE FOR SUBMISSION OF BIDS

1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the contract thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter in writing to the SSL for necessary clarifications and/ or confirmation within the specified time.
2. The Technical Bid shall be placed in a separate sealed envelope clearly marked as **"RFP For Engagement of Consultant with SHCIL Services Ltd for Integrated Trading Engine & Back Office System - Technical Bid"**
3. The Commercial Bid shall be placed in a separate sealed envelope clearly marked as **"RFP For Engagement of Consultant with SHCIL Services Ltd for Integrated Trading Engine & Back Office System - Commercial Bid "**.
4. Both the envelopes carrying Technical Bid (envelope A) and Commercial Bid (envelope B) should then be put in a single outer cover and sealed. The cover should read **"Bid for Engagement of Consultant with SHCIL Services Ltd for Integrated Trading Engine, Back office System"**
5. All the envelopes must be super-scribed with the following information:
  - a. Type of Offer (Technical or Commercial)
  - b. Reference Number (SHCIL Services Ltd- **RFP - Consultant for Implementation**)
  - c. Due Date
  - d. Name of Bidder
  - e. Name of the Authorized Person
6. Bid envelope shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" i.e. it is not submitted by the Bidder within the period stipulated for submission of the Bids.
7. The Bidder cannot quote for the project in part.
8. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of the Bid by the SSL. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.
9. The Bidder shall prepare the bid based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and drawings are intended to give the Bidder an idea about the order, type, scale and magnitude of the work and are not in any way exhaustive and guaranteed by the SSL.
10. The bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, is liable for rejection. Any decision of SHCIL Services Ltd in this regard shall be final, conclusive and binding on the vendors.
11. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign and date each of the documents in the relevant space provided therein for the purpose. The Bidder shall put their initials in each page of the Bid Documents.

12. The bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a corporate body, the bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.
13. The bid shall contain the full name of the competent authority, designation, address, and telephone no. (Mobile no. and landline), and e-mail id, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the bid transaction.
14. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by The SSL shall be final, conclusive and binding on the Bidder.
15. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. The SSL shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
16. The Tender fees of Bid Document as specified in **Section 2** should be paid along with the Bid Document during submission. Bids without the Tender Fees shall be rejected.
17. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.
18. The SSL reserves the right to adjust arithmetical or other errors in the bid, in the manner in which the SSL considers appropriate or deems fit. Any adjustments so made by the SSL shall be stated to the Bidder, if the SSL makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of the SSL and shall be final, conclusive and binding on the Bidder.
19. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the SSL and supporting documents and printed literature shall be in English.
20. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.
21. The SSL also reserves the right to re-issue/re-commence the bid/ bid process. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.
22. The SSL reserves the sole right to itself for including any addendum to this entire bid process before opening of the bids. The Bidders shall not claim as a right for requiring the SSL to do the aforesaid.

## 2. DOCUMENTS FORMING PART OF THE BID

The list of documents forming part of bid is enumerated in Annexure IV, Section 6 of the RFP.

## 3. CLARIFICATION OF BID DOCUMENT

Any prospective Bidder requiring clarification of the Bid Document may notify the SSL in writing at the mailing address indicated in **Section 1**. The SSL will respond in writing, to any request for clarification of the Bid Document, received not later than the dates prescribed in **Section 1** of this Bid Document. The SSL's response (including an explanation of the query but without identifying the source of inquiry) will be posted on SSL's website.

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#### 4. LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the SSL, shall be written in the English language.

#### 5. BID PRICES

1. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.
2. Prices quoted should be inclusive of all applicable taxes / duties / statutory levies, excise duty, duties, levies, charges and providing services during the service period. Applicable taxes would be deducted at source, if any, as per prevailing rates. On submission of right documents applicable Tax will be paid on actual.
3. The prices quoted should be valid for the period of the contract or till the successful commissioning of the project. Further, the prices quoted by the bidders shall remain fixed during the entire contract period and no increase of rates on any account will be allowed under any circumstances.
4. In the absence of above information, a bid may be considered incomplete and summarily rejected. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.
5. The price quoted by the bidder cannot be altered or changed due to escalation on account of any variation in taxes, levies, and any other cost.

#### 6. FIRM PRICES

Prices quoted must be firm and final and shall not be subject to any re-openers or upward modifications, on any account whatsoever including exchange rate fluctuations, revision in taxes, duties, levies, charges etc. The Bid Prices shall be indicated in Indian Rupees (INR) only. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.

#### 7. BIDDER QUALIFICATION

1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.
2. It is further clarified that the individual signing the Bid or other documents in connection with the bid must certify whether he/she signs as Constituted Attorney of the company.
3. The Bidder shall sign the bid with the exact name of the company to which the contract is to be issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer.
4. The Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the bidder.
5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. The SSL may reject outright any bid not supported by adequate proof of the signatory's authority.

#### 8. PERIOD OF VALIDITY OF BIDS

1. Bids should be valid for 180 (one hundred eighty) days from the last date of submission. A bid valid for a shorter period may be rejected by the SSL as non-responsive. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.

2. In exceptional circumstances, the SSL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of Bid Security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be permitted to modify its bid. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder

#### 9. FORMAT AND SIGNING OF BID

1. The Bidder shall submit only one original set of the bid.
2. The original bid shall be typed legibly. The original shall be signed by the Bidder, or a person or persons duly authorized to bind the Bidder to the Contract.
3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the bid.
4. The bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.
5. Each page should be stamped and initialed by authorized signatory.
6. The Bidders shall seal and mark the Bid accordingly.
7. If the outer cover of the bid is not sealed and marked appropriately, the SSL will assume no responsibility for the bid's misplacement or premature opening.

#### 10. LOCAL CONDITIONS

1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost
2. The Bidder will be granted permission by the SSL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/ subcontractors shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses.
3. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the Bid Documents. The SSL shall not entertain any request for clarification from the bidder regarding such local conditions.
4. It is the responsibility of the Bidder that such factors have been properly investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bid Documents will be entertained by the SSL and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the SSL on account of failure of the bidder to appraise themselves of local laws / conditions.

#### 11. LAST DATE FOR RECEIPT OF BIDS

1. Bids will be received by the SSL on the date upto the time and at the address specified in the Document Control Sheet.
2. In the event of the specified date for the receipt of Bids being declared a holiday for SSL, the Bids will be received upto the appointed time on the next working day.

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## 12. LATE BIDS

Any bid received by the SSL after the last date for receipt of bids prescribed by the SSL, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.

## 13. MODIFICATION AND WITHDRAWAL OF BIDS

1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the SSL prior to the last date prescribed for submission of bids.
2. The Bidder should submit its modified bid in wholesome as a replacement of its previous bid.
3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.
4. No bid may be modified subsequent to the last date for receipt of bids

## 14. ADDRESS FOR CORRESPONDENCE

The Bidder shall designate the official mailing address, phone numbers and email ids to which all correspondence shall be sent by the SSL.

## 15. OPENING OF BIDS

1. On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.
2. Only technically qualified (shortlisted) Bidders will be allowed to participate in the Commercial Bid.
3. The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the SSL, at its discretion, may consider appropriate or deem fit will be announced at the bid opening.

## 16. CLARIFICATIONS

When deemed necessary, the SSL may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the bid submitted or price quoted.

## 17. CONTACTING SSL

1. No Bidder shall contact the SSL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded
2. Any effort by a Bidder to influence the SSL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid

## 18. EVALUATION AND COMPARISON OF BIDS

To meet the SSL's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience and expertise in providing consultancy services for end to end implementation of Integrated Trading Engine, Back office and allied products / modules (covering Forex, Money Market, Securities, Equity, MF, Derivatives & integration with DP / Banking solution / Banking Tie up for providing Broking Solutions and Banks integration with SSL Trading platform (Mobile, Web etc) & various dealing systems for front, mid and back-office operations) and/or Market Risk Management System (Covering value at risk with various models & Guidelines).

The SSL reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation the SSL may seek specific clarifications from any or all Bidders.

At the sole discretion and determination of the SSL, the SSL may add any other relevant criteria for evaluating the proposals received in response to this RFP.

The evaluation will be a three stage process as mentioned below:

- General Eligibility evaluation
- Technical evaluation
- Techno-Commercial evaluation

#### General Eligibility Evaluation

Only those bidders who meet the General Eligibility Criteria will be considered for technical evaluation. The Bidder has to comply with all the points mentioned in the eligibility criteria. Non-compliance in respect of any of the eligibility criteria will result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

The decision of the SSL would be final and binding on all the Bidders to this document. The SSL may accept or reject an offer without assigning any reason what so ever.

#### Technical Evaluation

The objective of designing this evaluation method is to facilitate the selection of the most technically capable consultant who can appropriately meet the business requirements of the SSL.

Only those bidders who fulfill the general eligibility criteria will be considered for technical evaluation. The bidders have to score a minimum of 75 marks out of 100 marks in the technical evaluation. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score of 75 will be considered for the next stage of techno-commercial evaluation process.

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the SSL. The decision of the SSL in regards to evaluation would be final and binding on all the Bidders to this document. The SSL may accept or reject an offer without assigning any reason what so ever.

The score for each bidder would be derived based on the scoring of each bidder (out of 100) on the below mentioned criteria:

Criteria	Evaluation Parameters	Max Marks	Scoring Methodology
<b>Preferable Credentials</b>	<p>Should have provided or providing end to end consultancy services comprising of strategy /cloud vendor evaluation, selection and project Management in implementing Integrated Trading Engine &amp; Back office with allied products / modules for at least three Broking firms in India</p> <p>Proof of such work should be submitted along with the response. Client Details as per below format.            Name of Client            Name of Contact Person            Telephone No. of contact person            Mobile No. of contact person            Official Email id of contact person</p>	30	<p>30 marks - if the criteria are met for 3 different implementation for Trading Engine and Back Office.</p> <p>20 marks - if the criteria are met for 2 different implementation for Trading Engine and Back Office.</p> <p>10 marks - if the criteria are met for 1 implementation for Trading Engine and Back Office.</p>
	<p>Testing of the application with load balancing, load testing, application features, and automated features with desired operational output.</p> <p>Proof of such work of 3 clients should be submitted along with the response.</p> <p>TCS Bancs Product Trading Engine &amp; Back Office application implementation consultancy highly preferred.</p>	15	<p>15 marks - if the criteria are met for 3brokers for implementing Integrated Trading Engine &amp; Back Office application with allied products / modules</p> <p>10 marks - if the criteria are met for 2 Brokers.</p> <p>5 marks – if criteria are met for 1 broker / the implementation is in progress.</p>

People	The areas of expertise are :  Broking (Front Office, Back Office and Mid Office) covering all asset classes including Securities, Equity, MF and Derivatives)	20	20 marks for 6 or more than 6 years experience in testing of functionality of Broking applications.  15 marks for 4 to 6years experience in testing of functionality of Broking applications
	The areas of expertise are :  Market Risk covering VAR with Parametric, Historical and Monte Carlo Method along with Back Testing, Stress Testing.	10	10 marks for 5 or more resources  7 marks for 3 to 4 resource  5 Marks for 1-2 resources
<b>Approach and Methodology</b>	Demonstration of in-depth understanding of the project requirements through the technical proposal supplemented by Presentation & interactions using case studies preferably relevant to the Broking scenarios along with the implementation methodologies	20	Subjective Evaluation
<b>Project Management</b>	Managing the project as per best practice in following PMI / PRINCE2 standards	5	Detailed Project Plan including WBS and CPM along with the complete schedule
	Total Marks	100	Total score

**Note:**

People

The bidder should have a pool of resources that have been in continuous employment with the organization for at-least 2 years. They must have very good exposure in Broking operations including Front, Mid and Back Office. The resources should have undertaken consultancy in implementation of Integrated Trading Engine with Back office and allied products solution in SSL.

The bidder scoring 75 or more out of 100 will be declared as technically qualified bidder and will be considered for techno commercial evaluation.

Techno Commercial Evaluation

Only those bidders who score more than the prescribed cut-off score of 75 in the technical evaluation will be considered for the techno commercial evaluation process. The evaluation of the response to this RFP will be done on a 70-30 techno commercial evaluation method

A comprehensive "Score (S)" will be arrived at after considering the commercial quote and the marks obtained in technical evaluation with relative weights of 70% for technical and 30% for commercials. The Bidder with the highest score will be declared successful. However, SHCIL Services Ltd, at its sole discretion, may award the Contract to next highest scorer or any other Bidder, which shall not be questioned by any of the Bidder.

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### **Computation Methodology for arriving at "Successful Quote"**

A "Score (S)" will be calculated for all qualified bidders using the following formula:

Commercial score (CS) =	$\frac{C_{low} \times 30}{C}$
Technical Score (TS) =	$T \times 0.7$
Total Score (S) =	$CS + TS$

- $C_{low}$  - The lowest commercial bid.  
C - Commercial quote of the bidder.  
T - The marks obtained by the bidder as per the technical evaluation.  
CS - Commercial Score  
TS - Technical Score

S. N	Bidder	Technical Mark - (T)	Commercial Quote in Rs. (C)	$CS = \frac{C_{low}}{C} * 30$	TS = T *.70	Total Score (CS + TS)
1.	Bidder1	77	100/-	30	53.90	83.90
2.	Bidder2	95	120/-	25	66.50	91.50
3	Bidder 3	75	130/-	23.07	52.5	75.57

In the above example, Bidder2, with the highest score becomes the successful bidder.

SSL reserves the right to negotiate the price with the finally successful bidder before awarding the contract.

- SHCIL Services Ltd's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- SHCIL Services Ltd also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by SHCIL Services Ltd shall be final, conclusive and binding on the Bidders

Commercial Bid of only technically qualified bidders will be opened in the presence of technically qualified Bidder's representatives on date and time which will be communicated to the qualified Bidders in due course.

In any of the evaluation phases, if the bidder fails to score for any line item, the SSL reserve the right to score them '0' (zero)

### **19. POST QUALIFICATION**

- The SSL will determine to its satisfaction whether the Bidder selected as having submitted the best-evaluated responsive bid is qualified to satisfactorily perform the Contract. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.
- This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.
- An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the bid, in which event; the SSL will proceed to the next best-evaluated bid to make a similar determination of that Bidder's capabilities to perform

satisfactorily. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.

#### 20. SSL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The SSL reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SSL's action. Any decision in this regard by The SSL shall be final, conclusive and binding on the Bidder.

#### 21. ACCEPTANCE OF BID

Prior to the expiration of the period of bid validity, the SSL will notify the successful Bidder in writing, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of acceptance and has to convey his absolute, unconditional and unqualified acceptance and thereafter enter into Contract within (10) days from the date of acceptance.

#### 22. EXECUTION OF LEGAL DOCUMENTS (CONTRACT ETC.)

After SSL notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other legal documents within 15 days of the acceptance of PO / LOI.

The signing of Contract should be accompanied by the submission of Performance Security i.e. Earnest Money Deposit, Nondisclosure Form, Service Level Agreement, Deed of Indemnity and any other document as stipulated by the SSL.

The Contract form and all other documents (Refer Section-5) would be signed at Navi Mumbai only within 15 days of receipt of notification of award of contract.

Payment of stamp duty would be as per laws applicable in the State of Maharashtra.

The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. SSL shall not be responsible or liable for reimbursing / compensating these costs and expenses.

The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of SHCIL Services Ltd including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

The detailed process / procedure for execution of the contract and other documents will be shared with the successful bidder.

#### 23. PERFORMANCE SECURITY IN THE FORM OF EARNEST MONEY DEPOSIT

1. The successful Bidder shall furnish the performance security in the form of Earnest Money Deposit within 10 days of the receipt of acceptance by the SSL, as per the format in **Section 5**.
2. The value of the Earnest Money Deposit will be Rs.2,00,000/- (Rupees Two Lakh only) in the form of DD / Pay order in favour of 'SHCIL Services Ltd payable at Mumbai.
3. The proceeds of the performance security Earnest Money Deposit shall be payable to the SSL as compensation for any loss or damage resulting from the Bidder's failure to complete its obligations under and in accordance with the Contract.
4. The Earnest Money Deposit should be valid for a period of (contract period + 3 months claim period) from the date of expiry of the Contract period.
5. Failure of the successful Bidder to comply with the requirement of the Earnest Money Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which

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event the SSL may award the Contract to the next best evaluated Bidder or call for new bids. Any decision in this regard by the SSL shall be final, conclusive and binding on the Bidder.

6. The Earnest Money Deposit will be discharged by the SSL and returned to the successful Bidder after contract period + 3 months from the date mentioned in acceptance certificate based on successful completion of contract / work.
7. All costs and expenses (including stamp duty, etc.) in connection with the execution of Agreement / Contract shall be borne by the successful Bidder.
8. The conditions stipulated in the Agreement/Contract shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the SSL including recovery of penalties as specified in this RFP or Agreement / Contract.

## SECTION - 3

### 1. DEFINITIONS

In this Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

1. The proposed solution covers the complete IT solution requirement of Front Office, Back Office and Mid Office covering all Integrated Trading Engine and Back Office with allied Products / Modules as per SEBI / Exchanges Regulatory Requirements
2. "End-To-End Implementation of Integrated Trading Engine & Back Office": Broking application uses many IT solutions for Front office, Mid Office and Back office. Applications are used for Dealing, Information, Record Keeping, Accounting, Valuation, Reconciliation, Regulatory needs etc. End-To-End Implementation covers the activities like understanding existing process of broking vs. best market practices / new application procured by SSL and arriving on a complete requirement which need to be addressed through an integrated IT solution covering all the areas of the Trading & Back office application including regulatory requirements. For further details, scope section may be referred.
3. "The Contract" means the agreement entered into between The SSL and the Bidder as recorded in the contract form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for hiring consultant for end to end Implementation of new Integrated Trading Engine & Back Office System with Allied Products / Modules.
4. "Bidder" or "Consultant" means any person / persons / firm / company, etc., to whom work has been awarded and whose Bid has been accepted by The SSL and shall include its authorized representatives, successors and permitted assignees.
5. "SHCIL Services Ltd" or "The Purchaser" or "The SSL" or "SSL" means SHCIL Services Ltd. including its successors and assigns.
6. "The Contract Price" means the price/ compensation payable to the Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
7. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the Contract.
8. In case of a difference of opinion on the part of the Bidder in comprehending and /or interpreting any clause / provision of the Bid Documents after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.
9. "Acceptance of Bid" means the letter/ e-mail or any memorandum communicating to the Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.
10. "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by SHCIL Services Ltd).
11. "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or services or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the parties including financial information, process/ flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the parties provide regarding third parties; (iv) information disclosed pursuant to this contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
12. "Commissioning" means the Project / referred solutions shall be considered to have been commissioned, when entire job, including designing, installation, configuration, integration, successful testing of all hardware & software is executed to the satisfaction of the Purchaser.
13. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, image, sound, voice, code, computer program, software and / or databases or microfilm or computer generated microfilm or similar device.
14. "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
15. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases,

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computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

16. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.
17. "Site" means the place in which the operations/services are to be carried out or places approved by the Purchaser for the purposes of the Contract together with any other places designated in the Contract for commissioning of the Project as forming part of the Site.
18. "Go Live Date" means the date of final released certificate issued by the concerned business user groups and confirmed by the committee.

## 2. INTERPRETATION

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference(s) only and do not form part of this Contract;
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
4. A word in the singular includes the plural and a word in the plural includes the singular;
5. A word importing a gender includes any other gender;
6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of the SSL.
10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

## 3. CONDITIONS PRECEDENT

This Contract is subject to the fulfillment of the following conditions precedent by the Bidder.

1. Furnishing of an unconditional and irrevocable Performance Security in form of Earnest Deposit Money as mentioned in **Section 2**, as per the format given in **Section 5**.
2. Execution of a Deed of Indemnity as per format given in **Section 5**.
3. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
4. Furnishing of such other documents as the Purchaser may specify, including but not limited to definitive documents.
5. Standard of Performance:  
The Bidder shall perform the service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology, procedures and methods. The Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to the SSL and shall, at all times, support and safeguard the SSL's legitimate interests in any dealing with third parties.

## 4. USE OF CONTRACT DOCUMENTS AND INFORMATION

1. The Bidder shall treat all documents, information, data and communication of and with The SSL as privileged and confidential and shall be bound by the terms and conditions of the Nondisclosure Agreement, draft of which is given in **Section 5**. The Bidder shall execute this Nondisclosure Agreement as given in **Section 5** simultaneously at the time of execution of this Contract. The Bidder shall not, without The SSL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of The

SSL in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

2. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.
3. Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the Contract, if so required by Purchaser.

#### 5. INDEMNITY

The Bidder shall execute and furnish to The SSL, a deed of indemnity in favour of the SSL in a form and manner, as given in **Section 5**, indemnifying the SSL, its directors, employees, agents and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copyrights or industrial drawings and designs arising from use of the services or any part thereof and/or otherwise.

#### 6. INTELLECTUAL PROPERTY RIGHTS AND PATENT RIGHTS

1. Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Bidder during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
2. Further, the Bidder shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the solution proposed by the System Integrator, shall be acquired in the name of the Purchaser, prior to termination of this Contract and which shall be assigned by the Purchaser if necessary under the applicable laws or otherwise to the Bidder for the purpose of execution of any of its obligations under the terms of the Bid or this Contract. However, subsequent to the term of this Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of the Purchaser
3. The Bidder shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by the Bidder or any Sub-Bidder during the course of performance of the Services.

#### 7. ISSUE OF Earnest Money Deposit

For all the payments to be made against Earnest Money Deposit, the same shall be issued by a Nationalized Bank as acceptable to Purchaser and forwarded directly to the Purchaser by the issuing Demand Draft or Pay Order in favor of "SHCIL Services Ltd" payable at Mumbai

#### 8. CONTRACT AMENDMENTS

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No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties.

#### 9. DELAYS IN THE BIDDER'S PERFORMANCE

1. Delay in implementation of referred solutions by the Bidder in accordance with the time schedule prescribed by The SSL.
2. If at any time during performance of the Contract, the Bidder shall encounter conditions / situations impeding timely implementation of' referred solutions, the Bidder shall promptly notify the SSL in writing of the fact of the delay, its likely duration and the cause(s) thereof. As soon as possible, after receipt of the Bidder's notice, the SSL shall evaluate the condition/ situation and consider extending the Bidder's time for performance of services, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.
3. Except as provided in the above clause, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.
4. A delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:
  - a) Forfeiture of its performance security (Earnest Deposit Money)
  - b) Termination of the Contract for default

#### 10. LIQUIDATED DAMAGES

1. If the Bidder fails to implement the project within the time period(s) specified in the Contract, the SSL shall, without prejudice to its other rights and remedies under and in accordance with the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% percent per week or part thereof of contract value subject to maximum deduction of 5% of the contract value of the delayed portion of work. In case of undue delay beyond a period of 15 days unless otherwise waived by The SSL, The SSL in its discretion may consider termination of the Contract.
2. If the Bidder fails to complete the entire work before the scheduled completion date or the extended date or if the Bidder repudiates the Contract before completion of the Services, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty.
3. The Purchaser may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the Purchaser's right to claim such amount against Earnest Deposit Money or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / services or from any other obligations and liabilities under the Contract.
4. The Purchaser may by a written notice of suspension, suspend all payments to the Bidder under the Contract, if the Bidder fails to perform any of its obligations under the Contract, (including the carrying out of the service(s)) provided that such notice of suspension:
  - a) Shall specify the nature of the failure; and
  - b) Shall request the Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension.
5. The SSL reserves the right to impose / waive any penalty / Liquidated damages, after considering the facts of the circumstances.

## 11. FORCE MAJEURE

Notwithstanding the provisions of this RFP the bidder shall not be liable for forfeiture of its Performance Security (Earnest Money Deposit), liquidated damages or termination for default; if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract / Agreement is the result of an event of Force Majeure.

For purpose of this Clause "Force Majeure" means any failure or delay by selected bidder or SSL in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of nonperforming party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

SSL may terminate the Contract / Agreement, by giving a written notice of minimum 30 (Thirty) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 60 (Sixty) days.

"Force Majeure Event" means any event or circumstance or a combination of events and circumstances which satisfies all the following conditions:

- (a) materially and adversely affects the performance of obligations under the Contract;
- (b) are beyond the reasonable control of the Bidder;
- (c) bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
- (d) Do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the Contract.

## 12. AUTHORISED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the SSL, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary / Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements /contracts with the SSL. The bidder shall furnish proof of signature identification for above purposes as required by the SSL.

## 13. DISPUTE RESOLUTION

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

1. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
2. The matter will be referred for negotiation between HEAD - IT of the SSL and the appropriate authority of the Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of 30 day

The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent

jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. The provision under this section survives the contract.

**14. ADDRESSES FOR NOTICES**

All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) upon receipt of confirmation receipt or (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	SHCIL Services Ltd Limited IT Department <b>Attn:</b> Shri. Rajendra Chaudhari, SHCIL House, P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai - 400710
In the case of the Bidder	< ....company name & Address ..... >  <b>Attn:</b> Shri ..... <b>Tel:</b> +91- ..... <b>Email:</b> .....

A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

**15. TAXES AND DUTIES**

1. Bidder will be entirely responsible for payments of all applicable taxes, duties, levies, imports, costs, charges, license fees, etc., in connection with delivery of services at site including incidental services and commissioning.
2. Income / Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price Bid by the Bidder shall include all such taxes in the Contract price.
3. Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.
4. The Bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
5. The Bidder agrees that he shall comply with the Income Tax Act in force from time to time and pay Income Tax as may be imposed / levied on them by the Indian Income Tax Authorities for the payments

received by them for the works under the Contract.

6. Should the Bidder fail to submit returns/ pay taxes in time as stipulated under the Income Tax Act and consequently any interest or penalty is imposed by the Income Tax Authority, the Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/ Bidder.
7. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

#### **16. SUCCESSFUL BIDDER'S INTEGRITY**

The Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

#### **17. SUCCESSFUL BIDDER'S OBLIGATIONS**

1. The Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Bidder will abide by the job safety measures prevalent in India and will free Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.
2. The Bidder would be required to provide consultancy and project management services for end- to-end implementation of referred solutions to enable the SSL to meet the operational objectives. It will be the Bidder's responsibility to ensure the proper and successful implementation and continued operation of the proposed solutions upto the satisfactory level of The SSL.
3. In addition to the aforementioned, the consultant shall perform the services of evaluation of the hardware and software solution proposed by vendors, project plan and various milestones mentioned by vendors etc.
4. The Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

#### **18. SURVIVAL**

1. Any provision of this Contract which, either expressly or by implication, survives the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.
2. The provisions of the clauses of this Contract in relation to Documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

#### **19. NO AGENCY**

The Services of the Bidder herein shall not be construed as any agency of the SSL and there shall be no principal agency relationship in this regard.

#### **20. NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS**

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In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

#### **21. KEY PERFORMANCE MEASUREMENTS**

Unless specified by the SSL to the contrary, the Bidder shall deliver the services in accordance with the terms of this Contract.

#### **22. COMMENCEMENT AND PROGRESS**

The Bidder shall proceed to carry out the services and implementation in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract and shall meet the standards of good industry practice.

#### **23. REPORTING PROGRESS**

Bidder shall monitor progress of all the activities specified in the program of works and submit, free of cost, weekly progress report about various aspect of the works/ services to the SSL. The SSL on mutual agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as "Executive Summary" shall be submitted in 3 copies, along with 3 copies of monthly progress report. Also the successful Bidder will have to participate in weekly meetings with the Purchaser to discuss project progress and various issues concerning efficient and timely execution. If at any time it should appear to the Purchaser that the actual progress of work does not confirm to the approved programme the Bidder shall produce at the request of the Purchaser a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion. The submission to an approval by the Purchaser of such programme as the furnishing of such particulars shall not relieve the Bidder of any of his duties, obligations or responsibilities under the Contract. In case during execution of works/ services the progress falls behind schedule then the Bidder should notify the Purchaser in writing about the same with proper causes for the delay and recovery procedures mentioned. Bidder shall deploy extra manpower, resources to make up the progress. Program for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder.

#### **24. ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION**

1. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by The SSL shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
3. The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
4. Bidder shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

#### **25. STATUTORY REQUIREMENTS**

During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

## 26. CONTRACT PRICES

Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

## 27. INFORMATION SECURITY

1. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.
2. The Bidder personnel shall follow The SSL's information security policy and instructions in this behalf.
3. Bidder acknowledges that The SSL's business data and other proprietary information or materials, whether developed by The SSL or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could cause damage to the Purchaser. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.
4. Bidder shall, upon termination of this Contract for any reason, or upon demand by The SSL, whichever is earliest, return any and all information provided to Bidder by The SSL, including any copies or reproductions, both hardcopy and electronic.

## 28. OWNERSHIP AND RETENTION OF DOCUMENTS

1. The SSL shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.
2. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

## 29. REPRESENTATIONS AND WARRANTIES

In order to induce the SSL to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

1. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing consultancy in Information Technology and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this Contract and provide the Services/Systems sought by the Purchaser, under and in accordance with this Contract.
2. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services/ Systems under the Contract.

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3. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
  4. That the Bidder has the professional skills, personnel and resources/ authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this Contract.
  5. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof
  6. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
  7. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
  8. That there are - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder/ third part or its team members by any statutory or regulatory or investigative agencies.
  9. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
  10. That all conditions precedent under the Contract has been complied.
  11. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.
  12. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
  13. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract.
  14. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
  15. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the Project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

### 30. CONFIDENTIALITY

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

1. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
2. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
3. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
4. To treat Confidential Information as confidential. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information always.
5. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:
  - i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - ii. is independently developed by the recipient without breach of this Contract;
  - iii. information in the public domain as a matter of law;
  - iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
  - v. is released from confidentiality with the written consent of the other party.
6. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract. The provision of this clause shall survive termination of the Contract till such Confidential Information enters public domain.

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### 31. TERM AND EXTENSION OF THE CONTRACT

1. The term of this Contract shall be for a period of 08 (Eight) months from the date of signing of agreement.
2. The Purchaser reserves the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of SSL.

### 32. TERMINATION

The Purchaser may, terminate this Contract by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- i. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of the terms of the Bidder's Bid or this Contract.
- ii. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any Bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

#### **Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes Bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

#### **Termination for Breach**

The Purchaser, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part.

#### **Termination for Convenience**

Notwithstanding the provisions of the Contract and/or the Bid Documents the Purchaser, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective. The deliverables those are complete and ready for acceptance / implementation within 7 (seven) days after the Bidder's receipt of notice of termination shall be accepted by Purchaser at the Contract terms and prices.

The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

### 33. CONSEQUENCES OF TERMINATION

1. In the event of termination of this Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise] the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the

execution/continued execution of the scope of this Contract.

2. In the event that the termination of this Contract is due to the expiry of the term of this Contract/ a decision not to grant any (further) extension by the Purchaser, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the Purchaser may specify including training, where the successor(s) is a representative/personnel of the Purchaser to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
3. Nothing herein shall restrict the right of the Purchaser to invoke the Earnest Money Deposit, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.
4. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
5. Termination survives the Contract.
6. In the event of termination of this Contract due to any cause whatsoever, the SSL shall have the right to publicize such termination to caution the customers from dealing with Bidder.

#### **34. CONFLICT OF INTEREST**

The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

#### **35. PUBLICITY**

The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder his written consent.

#### **36. RELATIONSHIP BETWEEN THE PARTIES**

1. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the Purchaser and Bidder.
2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
3. The Purchaser has no obligations to the Bidder's team except as agreed under the terms of this Contract.

#### **37. ASSIGNMENT**

The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the Purchaser.

#### **38. NON SOLICITATION**

The consultant, during the term of the contract and for a period of two years thereafter shall not without the express written consent of the SSL, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the SSL in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the SSL at any time to terminate his/her relationship with the SSL.

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#### 39. ENTIRE CONTRACT

The terms and conditions laid down in the Bid and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

#### 40. GOVERNING LAW

This Contract shall be governed in accordance with the laws of India. These provisions shall survive the Contract.

#### 41. JURISDICTION OF COURTS

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

#### 42. "NO CLAIM" CERTIFICATE

1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, services/ systems are finally accepted.
2. In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

#### 43. COMPLETION OF CONTRACT

Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

#### 45. INSURANCE TO BE TAKEN OUT BY THE BIDDER

1. The Bidder shall :
  - a) Take out and maintain at their own cost but on terms and conditions approved by Purchaser, insurance against the risks, and for the coverage, as shall be specified below.
  - b) At the Purchaser's request, provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
2. The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Purchaser.
3. All obligations of the Bidder under the Contract / Bid Documents survive the Contract / Bid Documents, subject to the provisions stipulated therein.

#### 45. PURCHASER'S RIGHT OF INSPECTION AND PERIODIC AUDIT

1. The Purchaser reserves the right to inspect and monitor/assess the progress of the project at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Purchaser shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the project.
2. The Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Bidder of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Bidder undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as

a result of such audit/assessment would need to be rectified by the Bidder failing which the Purchaser may, without prejudice to any other rights that it may have, issue a notice of default.

3. It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this Contract.

#### 46. RECORDS OF CONTRACT DOCUMENTS:

1. The Bidder shall at all time make and keep sufficient copies of the drawings, designs, data, specifications, charts, etc and the documents including any Contract documents for him to fulfill his duties and obligations under the Contract.
2. The Bidder shall keep on each site at least three copies of each and every specification and contract document, in excess of his own requirement and those copies shall be available at all times for use by the Purchaser and by any other person authorized by the Purchaser who shall be provided an adequately sized site office or offices, for the safe-keeping and use of such documents, by the Bidder throughout the duration of the Contract. Where one or more of Bidder's offices are deployed in the works, all requirements of the Contract and Bidder's obligation under the Contract shall apply equally at each office so deployed.

#### 47. LIMITATION OF LIABILITY

Notwithstanding anything contained in the RFP If the Bidder fails to complete the entire contract before the scheduled completion date or the extended date or if the Bidder repudiates the Contract before completion of the Services, the SSL may be entitled to damages from Bidder. Bidder's aggregate liability under such circumstances shall be subject to an overall limit of 100% of the total contract value.

### Scope of Work:

- The intention is to offer features and facilities to clients in line with market leaders + extra features to carve out a niche in the market.
- SSL will do the evaluation of vendor independently and Consultant has no role to play in it.
- Infrastructure and sizing details as required by the vendor will be provided by selected vendor.
- SSL will get the requisite infrastructure in the form of cloud.
- Cloud vendor shall provide the default setup, which have to be configured in a secured manner if required.
- There will be a primary site as well as a DR site.
- SSL is desirous of availing consultancy from Consultant firm for implementation, broad scope of which shall be as under.
- Scope for Consultancy, Planning and Design:
  - Assist SSL in creating a Governance framework in line with the SEBI / Exchanges Circular.
  - Work with the Application vendor to identify size, determine the infrastructure requirements for application components for front office, and back office.
  - Work with the Application vendor to agree on the final RPO/RTO to be delivered and the replication technologies to be used for the DR plan.

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- Finalizing the Bill of Material (BoM) shared by the Application vendor should include the Virtualization stack, servers, storage, switches, firewalls etc. with a fully redundant design and optimization and consolidation of resources.
  - Include relevant components for the Work from home, IT Security and any other areas identified during discussions with SSL.
  - Retain physical servers (if required) for components like Active Directory, Database etc to optimize licensing, performance and capacity requirements.
  - Assist SSL in identifying vendors and getting Data Centre cabling done.
  - Assist SSL in establishing Internet and other links between SSL Head Office (SSL HO) to Cloud DC and Cloud DR links etc as required
  - Work with the Cloud Service provider / Network service provider teams to terminate and test links when delivered
  - Create a broad project plan for the IT Infrastructure readiness
  - Prepare detailed diagrams for the infrastructure implementation
  - Identify tools for proactive monitoring and management of the deployed infrastructure.

### **Scope of Implementation:**

- The implementation / review of the infrastructure will include all SIT, UAT, Production, HA and DR environments & sites with connectivity of exchanges and other links.
- Check and validate received material / Infrastructure for SIT, UAT, PRODUCTION, HA & DR environment of application is as per the BoM
- Reviewing of Cloud servers, storage, connectivity, OS and other supporting Software etc along with the respective OEM's / Cloud Service Provider
- Review and validation of Basic Power On, Self-Tests and basic readiness by the respective OEM's / Cloud Service Provider.
- Review of Configuration of the Virtualization engines, storage, switches, firewalls / security system, creation of various VM's etc.
- Allocation of VM's to various roles as required by App Vendor
- Enable Access for App vendor – Post this App Vendor would configure their respective application components, databases, migrate data on respective environment as per Road Map provided by Application vendor etc.
- Validation of security system provided to various VMs as per Cyber Security Policy and required by Application vendor.
- Enable monitoring for all critical servers, devices, links, applications etc
- Enable WFH as discussed and agreed

- Configure Internet / Leased Line / MPLS from DC/DR to SSL Mahape office.
- Work with App vendor and Cloud Service Provider / OEMs to implement, configure and check DR replication etc. Document need to be prepared with plan of action and Test Report.
- Appropriate clean-up, removal of temporary / testing access, temporary instances etc
- Complete the final hardening and confirm application access
- VA / PT (One Time Only) on the new infrastructure will be conducted by Auditor. Need to coordinate with Application vendor and Cloud service provider to close high risk items or provide risk mitigation mechanisms
- Work with Application vendor and SSL teams to test replication to DR
- Do a complete failover testing – at production and at DR with the help of the application vendor and SSL
- Coordination with Application vendor and Ops teams to test the application on UAT and prepare the system for production. Documentation with Time Line needs to mention.
- Coordination with Application vendor SSL Ops & IT teams to migrate data from existing application to new application. Data need to be validated and ensure the completion of process before Go Live.
- Ensure that monitoring of all critical services are ready and in place
- Ready to Go Live with submission of detailed report after completion of process
- All processes timeline need to be provided in detail documents.
- Documents for performing all EOD / BOD and similar activities, escalation matrix for application and cloud service provider in case of any issues
- Preparation of documents for daily, weekly, monthly and yearly backups etc in coordination with Application vendor and Cloud service provider. Offsite data restore if required or backup at DR site.
- Process need to set for creation / modification / deletion of users and providing access to them for common infrastructure related resources – Application related access will be done by Apps / Ops team
- Work with App vendor and other OEM's to check DR replication status during the DR Drill process.
- Initially provide data on the deployed IT Infrastructure for audit purposes
- Assist SSL in mitigating / resolving any issues reported in any VA / PT audits done by other vendors – Conducting VA / PT is not part of our scope.

## **Designing Scope of work for IT Operations**

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- Documentation for no. of resources required for appended IT operational activities in coordination with Application vendor and SSL Team.
  - Daily Backups and Scheduled jobs
  - EOD / BOD Processes
  - Monitoring of events, incidents
  - Monitoring of systems, storage and network devices and links
  - Asset Management
  - Manage releases between Dev, UAT and Production
  - Create Test / Dev areas on request and release once completed
  - Backups and Restoration tests
  - Movement of Backups to Offsite locations
  - IT Software and License Metering
  - Patch Management
  - Vendor Interfacing and Liaison for support requirements
  - Carry out Mock Drills / Test Plans as per schedule

**Important Points to be noted:**

- User management is limited to User creation, deletion, modification, access rights provisioning only at an OS, Active Directory, and Windows File Server level. Consultant need to prepare documentation for the same.
- Designing of the solution will depend on the Application vendor's requirements. Consultant need to understand study and prepare the documents accordingly.
- RPO/RTO will have to be defined by SSL and the application vendor as per SEBI guideline
- Preference will be given for HA and replication solution proposed by the application vendor
- Conduct a VA / PT (One Time Only) on the new infrastructure and work with SSL and vendors to close high risk items or provide risk mitigation mechanisms
- Consultant identify management and monitoring tools

## **Scope of services for Trading and Back Office user acceptance testing & Go-live:**

- Understanding the products to be offered to clients
- Understanding Risk Management Systems and allied processes
- Understanding all existing features and to ensure that it is implemented in new system, and identify the customization required in new system.
- Designing test cases
- Execution of all test cases in UAT and Production for front office and back office
- Testing BOD, EOD & other intra-day activities
- Assistance in framing & reviewing mandatory policies, documentation and setting up of processes for Post trade operations
- Develop standard operating manuals, and user guides (Desk Cards/Task Checklist) for functional units carrying out post trade processes (existing process & details to be provided by SSL)
- Formulating systems & procedures for facilitating generation of mandatory reports in post trade processing for clients and regulators

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## **Team:**

The team of consultant shall comprise of a Project Manager who holds professional qualification and hands on experience of 5 to 6 years in Securities Markets in the areas of IT, Operations, Risk Management and Compliance. He will be the single point of contact for the assignment. The Project Manager will be assisted by business analysts and Operations Managers and they will be available for this project.

Apart from the above resources, several area specialists like Compliance, Operations, etc. are required to be deputed by consultant from time to time to carry out the review, testing of application features processes under supervision of Project Manager.

The shortlisted team members involved in the project would need to be approved by SSL. Furthermore, during the implementation process, SSL would be free to demand replacement of any team member, in case it is felt that the project is being hampered or adversely impacted due to that team member/s...."

## **Time Lines:**

Consultant shall endeavor to complete this assignment within 6 to 7 months. However timelines may be revised as mutually agreed.

## **Note:**

SHCIL Services Ltd reserves the right to modify/change the specifications of the solutions to be implemented. The Consultant should take care of all the required activities for end-to-end implementation of aforesaid solutions in stipulated timeframe as per the Agreement between the successful Integrated Trading Engine & Back office vendor and SHCIL Services Ltd.

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**Technical BID FORM**

(To be included in Technical Bid Envelope)

Date: \_\_\_\_\_

HEAD-IT, IT Department,  
SHCIL Services Limited,  
P-51, SHCIL House, TTC Industrial Area,  
Mahape, Navi Mumbai - 400 710.  
Dear Sir,

Re: Appointment of Consultant for end-to-end implementation of Integrated Trading Engine and Back Office Application

Ref RFP No \_\_\_\_\_ dated

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer our services for System Integration in conformity with the said Bid Documents.

If our Bid is accepted, we agree and undertake to deliver and commission the Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Bid is accepted, we will remit an Earnest Money deposit a sum of Rs.2,00,000/- for the due performance and observance of the Contract, in the form and manner prescribed by and to the satisfaction of SHCIL Services Ltd (SSL).

We agree and undertake to abide by the bid terms of SHCIL Services Ltd including the rates quoted therein for the orders awarded by SHCIL Services Ltd up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.

Until a formal contract is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of SHCIL Services Ltd duly initialed/executed shall constitute a binding Contract between us.

We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

We enclose a demand draft of Rs. 10,000 (Rs. Ten Thousand only) towards Tender Fees, in favour of "SHCIL Services Ltd " drawn on \_\_\_\_\_ branch payable at Mumbai.

**Dated this            day of    2021.**  
**(Signature)            (Name) (In the capacity of)Duly authorised to sign bid for and on behalf of**

1. **COMMERCIAL BID FORM**

The Commercial offer must not contradict the Technical Offer in any manner. The commercial bid shall consist of the following:

1. Covering Letter
2. Commercial Bid shall be submitted as per Scope of Work defined in the RFP and other terms and conditions of RFP on prices.
3. The scope of work defined in RFP must be attached in technical offer as well as commercial offer. The format will be identical for both Technical and Commercial Offers, **except that the Technical Offer should not contain any price information.** Technical offers without the scope of work will be liable for rejection.

The suggested format for submission of commercial offer is as follows:

**Commercial Bid**

RFP for appointment of consultant for End to End Implementation  
of Integrated Trading Engine and Back Office application

Ref RFP No:

Sr. No.	Particulars	Consultancy Fees (Amount in Rs.)
1	<b>Stage 1</b> Requirement study Defining the architecture and recommending Solution, Identification of suitable road map, validating Network & Security architecture for the solutions. Preparing the Secured Network Architecture for client, HO users, APs, Branches for connectivity part. r the SOW given in the RFP)	
2	<b>Stage 2</b> Scope of Implementation in coordination with application vendor, SSL Team and Cloud service Provider Testing of application on UAT Migration of existing application data Customization of application as per scope provided by SSL Team Detailed scope mentioned above	
3	<b>Stage 3</b> Go Live after successful testing on UAT with successful migration of data an Migration of Data Designing scope of work for IT Operations after Go Live (Documentation in detail with suggested resources)	
4	Any other expenditure ( Please specify)	
	Total Consultancy with Project Management & Software Testing Fees	

We understand that the cost/ fees indicated is fixed which includes all costs including travel, accommodation, boarding, out of pocket expenses etc. GST shall be paid separately. If we fail to include any other expenditure/item in the tender, no claim thereof will be considered by the SSL afterwards. We agree to the Payment Schedule as per the terms of the RFP.

Signature:

Name of the Authorised Person:

Designation:

Company Seal

Date:

Place:

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(To be included in the Price Proposal)

1. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as bidder, in conformity with the said Bid Documents at fees mentioned in the Commercial Bid.
2. The above fees include all costs, duties, levies, taxes and all other applicable charges including local travelling expenses, cost of stationery, assisting SHCIL Services Ltd in replying to inspection remarks of SSL, if any, etc.
3. When works are executed wholly or in part which involves the bidder services in such cases value of such whole or partly work will be taken into consideration for the purpose of calculating the bidder fees. However, for any such works independently undertaken by SHCIL Services Ltd along with works under progress where the bidder has no direct role or responsibility such value of work will not be eligible for bidder fees.
4. In case of discrepancy between figures and words, the amount in words shall prevail.
5. No increase in costs, duties, levies, taxes, charges, etc., irrespective of reasons (including exchange rate fluctuations, etc.) whatsoever, shall be admissible during the currency of the Contract. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
6. For the above, any decision of SHCIL Services Ltd, in this behalf shall be final, conclusive and binding on Bidder.

Signature:

Name of the Authorised Person: Designation:

Company Seal

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4. **FORMAT OF POWER-OF-ATTORNEY**

**POWER OF ATTORNEY**  
(On Stamp Paper of Rs. 500/-)

Know all men by these presents, we \_\_\_\_\_ (name of the Bidder and its address) do hereby appoint and authorize Shri \_\_\_\_\_ (full name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for, in response to the RFP (Request for Proposal) floated by SHCIL Services Ltd (hereinafter referred to as SSL), including signing and submission of all documents and providing information/responses to SHCIL Services Ltd in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2021

For \_\_\_\_\_

(Signature)  
(Name, Designation and Address)

Accepted  
(Signature)

(Name, Title and Address of the Attorney) Date:

Witnesses: 1)  
(Name, Signature & Address)

2)  
(Name, Signature & Address)

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

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5. **FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP**

(To be submitted on the Company's Letter Head)

Date:

To,  
HEAD – IT  
SHCIL Services Ltd.  
SHCIL House, P-51, TTC Industrial Area,  
MIDC, Mahape, Navi Mumbai - 400710

Ref: RFP for appointment of consultant for End to End Implementation  
of Integrated Trading Engine and Back Office application  
Ref RFP No:

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP floated for SHCIL Services Ltd. regarding Appointment of Consultant for End to End Implementation of Integrated Trading Engine and Back Office Application.

Signature:  
Name of the Authorised Person: Designation:  
Company Seal

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## 6. SELF DECLARATIONS

(Undertaking to be submitted on Bidder's Letter Head)

To,  
HEAD – IT  
SHCIL Services Ltd.  
SHCIL House, P-51, TTC Industrial Area,  
MIDC, Mahape, Navi Mumbai - 400710

Ref: RFP for appointment of consultant for End to End Implementation  
of Integrated Trading Engine and Back Office application  
Ref RFP No:

We, \_\_\_\_\_ (name and designation) on behalf of \_\_\_\_\_ having its registered office at \_\_\_\_\_ have submitted a Bid proposal to SSL for \_\_\_\_\_ in response to the Request for Proposal (RFP) dated issued \_\_\_\_\_ by SHCIL Services Ltd.

1. We are duly authorized persons to submit this undertaking
2. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
3. We do not have any business relationship with SHCIL Services Ltd including its directors and officers which may result in any conflict of interest between us and SHCIL Services Ltd. We shall on occurrence of any such event immediately inform the concerned authorities of the same
4. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
5. We have provided all the necessary information and details as required by SHCIL Services Ltd and shall provide such additional information's may be required by SHCIL Services Ltd from time to time.
6. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
7. There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
8. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.
9. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to SSL.

It is further certified that we have not modified or deleted any text/matter in this RFP.

Signature  
Name of the signatory  
Designation  
Mobile no.  
Company Seal

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## 7. NON-DISCLOSURE AGREEMENT

(On Stamp Paper of Rs. 100/-)

This Non-Disclosure Agreement entered into between SHCIL Services Ltd Limited, a company incorporated and registered under the Companies Act, 1956 and a Broking company registered with SEBI and having its registered office at SHCIL House, P-51, TTC Industrial Area, Mahape Navi Mumbai 400710 (hereinafter called "the Purchaser/SSL" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART** and (Name of Bidder)

of \_\_\_\_\_ (Please specify the registered office of the (Bidder) (hereinafter called "The Bidder/Contractor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

WHEREAS, SSL called for the bids for engagement of Bidder to provide end to end consultancy services during implementation of in SSL. M/s. \_\_\_\_\_ (Hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Bidder and provide the services of end to end consultancy during the implementation of Integrated Trading Engine & Back office application has submitted its bid.

WHEREAS, the Bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Bidder in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to SSL,

NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, for SSL, to grant the Bidder specific access to SSL's property/information and other data. It is hereby agreed as under:

7.1. The parties agree that they shall hold in trust any Confidential Information received by either party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

- a. maintain and use the Confidential Information only for the purpose of this Contract and only as permitted herein make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original; restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and treat confidential Information as confidential during contract period and post contract period also from the date of award of contract. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [Ten (10)] years from the date of such termination.

7.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- ii. is independently developed by the recipient without breach of this Contract;
- iii. is the public domain;

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- iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
  - iv. is released from confidentiality with the prior written consent of the other party. The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the Bidder's personnel to be present on premises of SSL or may require the Bidder's personnel to have access to computer networks and databases of SSL while on or off premises of SSL. It is understood that it would be impractical for SSL to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder's of the confidentiality of all such information. Therefore, the Bidder agrees and undertakes that any technical or business or other information of SSL that the Bidder's personnel, or agents acquire while on SSL premises, or through access to SSL computer systems or databases while on or off SSL premises, shall be deemed Confidential Information.

- 7.3. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of SSL in respect of the Confidential Information.
- 7.4. In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.
- 7.5. The receiving Party acknowledges the confidential nature of Confidential Information and the damage which could result to the disclosing Party if the receiving Party breaches any provision of the contract and agrees that, if the receiving Party or any of the directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, the disclosing Party may suffer immediate irreparable loss for which monetary compensation may not be adequate. The disclosing Party shall be entitled, in addition to such other remedies, damages & relief as may be available to it, to an injunction or similar relief prohibiting the receiving Party, its directors, officers etc. from engaging in any such act.
- 7.6. This contract shall be governed, interpreted and enforced in accordance with the laws of India.
- 7.7. This document contains the entire contract between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this contract shall not constitute a waiver thereof or of any other provision. This contract may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. If any part of this contract is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this contract will remain in full force.

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7.8. This contract shall bind and inure to the benefit of the Parties hereto and their successors and assigns.  
Neither Party may assign any of its rights or obligations under this contract without the prior written consent of the other Party.

7.9. The provisions hereunder shall survive termination of the Contract.

Authorised Signatory:

Name:

Designation:

Office Seal:

Place:

Date:

8. PERFORMANCE SECURITY GUARANTEE EARNEST MONEY DEPOSIT (EMD)

(To be submitted by the successful bidder)

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two  
Thousand Twenty One.

BY

\_\_\_\_\_, a body corporate constituted \_\_\_\_\_ under \_\_\_\_\_, having its

Registered Office/ Head Office at \_\_\_\_\_, and a Branch Office at \_\_\_\_\_  
(Hereinafter referred to as "the

Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF

SHCIL Services Ltd Limited, a company incorporated and registered under the Companies Act, 1956 and a Broking company registered with SEBI and having its registered office at SHCIL House, P-51, TTC Industrial Area, Mahape Navi Mumbai 400710 (hereinafter referred to as "SSL" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. WHEREAS, SSL called for the bids for engagement of bidder to be installed and commission of Integrated Trading Engine, Back Office and Allied Products / Modules for the SSL.M/s. \_\_\_\_\_ have been appointed as the bidder (hereinafter referred to as "bidder") and accordingly has entered into Contract with SSL subject to the terms and conditions contained in the said documents and the bidder has duly confirmed the same.
2. **AND WHEREAS** pursuant to the Bid Documents, the Contract, and the other related documents (Hereinafter collectively referred to as "the said documents", the SSL has agreed to avail from M/s. \_\_\_\_\_ and M/s. \_\_\_\_\_ has agreed to provide to the SSL \_\_\_\_\_, more particularly described in the Schedule/Annexure to the said documents (hereinafter collectively referred to as "the Services"), subject to payment of the Contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.
3. **AND WHEREAS** the bidder has duly signed the said documents.
4. **AND WHEREAS** in terms of the Contract, the bidder has agreed to provide the Services and to procure an unconditional and irrevocable performance security guarantee in the form of Earnest Money Deposit (EMD) of Rs.2,00,000/-, in favour of the SSL, from a SSL acceptable to the SSL for securing \_\_\_\_\_ towards faithful observance and performance by the bidder of the terms, conditions, covenants, stipulations, provisions of the Contract/the said documents.
5. **AND WHEREAS** at the request of the bidder, the Earnest Money Deposit has agreed to the SSL, payment of Rs.2,00,000/- (Rupees Two Lakh only) towards faithful observance and performance by the Bidder of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS**

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the SSL as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the SSL at its office at Navi Mumbai forthwith, the \_\_\_\_\_ or any part thereof, as the case may be, as

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aforesaid due to the SSL from the bidder, towards any loss, costs, damages, etc. suffered by the SSL on account of default of the bidder in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the bidder. Any such demand or claim made by the SSL, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the SSL and the bidder or any dispute between the SSL and the bidder pending before any Court, Tribunal, Arbitrator, or any other authority.

2. The Guarantor agrees and undertakes not to revoke this Earnest Money Deposit during the currency of these presents, without the previous written consent of the SSL and further agrees that the Earnest Money Deposit herein contained shall continue to be enforceable until and unless it is discharged earlier by the SSL, in writing.
3. The SSL shall be the sole judge to decide whether the bidder has failed to perform the terms of the Contract for providing the Services by the bidder to the SSL, and on account of the said failure what amount has become payable by the bidder to the SSL under this EMD. The decision of the SSL in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the SSL to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the SSL, may act as though the Guarantor was the principal debtor to the SSL.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
  - i. any change in the constitution or winding up of the bidder or any absorption, merger or amalgamation of the bidder with any other company, corporation or concern; or
  - ii. any change in the management of the bidder or takeover of the management of the Bidder by the Government or by any other authority; or
  - iii. acquisition or nationalization of the bidder and/or of any of its undertaking(s) pursuant to any law; or
  - iv. any change in the constitution of SSL/ bidder; or
  - v. any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - vi. the absence or deficiency of powers on the part of the Guarantor to give EMD and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed the Rs.2,00,000/-in words (Rupees Two Lakh).
7. This EMD will expire on \_\_\_\_\_. Any demand or claim under this EMD must be received by the Guarantor by \_\_\_\_\_ and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the SSL under this EMD shall cease.
8. For all purposes connected with this EMD and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Mumbai city/ Mumbai city where the SSL has its Registered Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor, by the hand of Shri. \_\_\_\_\_ It's authorized official.

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## 9. DEED OF INDEMNITY

(On Stamp Paper of Rs. 500/-)

This Deed of Indemnity executed at Mumbai on the \_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (Hereinafter referred to as “the Obligor” which expression shall unless it is repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

SHCIL Services Ltd Limited, a company incorporated and registered under the Companies Act, 1956 and a Broking company registered with SEBI and having its registered office at SHCIL House, P-51, TTC Industrial Area, Mahape Navi Mumbai 400710 (hereinafter referred to as “SSL” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS

1. The Obligor has
  - a. offered to SSL to provide a consultancy for end-to-end implementation of Integrated Trading Engine, back Office and allied Products as inclusively stated under sections Service Level Expectations and Specifications & Solutions;
  - b. represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to SSL;
  - c. Represented and warranted that the aforesaid services offered to SSL do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of SSL;
  - d. represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with SSL;
2. SSL, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Agreement dated \_\_\_\_\_ (the Agreement) with the Obligor;
3. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of SSL indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to SSL over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor

In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of SSL as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:- In consideration of SSL having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby agree and undertake that:

- 1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified SSL, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against SSL by whomsoever and all

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losses, damages, costs, charges and expenses that SSL may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period. However, the liability of the Obligor shall not exceed the contract price / bid price as stated in the aforesaid Agreement.

- 2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- 3) The Obligor further agrees to provide complete documentation of all sub-systems, operating systems, systems software, utility software and other software required for Integrated Trading Engine and Back Office application in coordination with application vendor for nos. of trades per day decided by SSL Team. The Obligor shall also provide information about licensed software for all software services required for the Integrated Trading Engine & Back office under the Contract. The Obligor shall also indemnify and keep indemnified SHCIL Services Ltd against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise in account of any default and or breach and or otherwise in this regard.
- 4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- 5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of SSL or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- 6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to SSL).
- 7) This indemnity shall survive the aforesaid Agreement.
- 8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- 9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- 10) SSL may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of SSL.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of \_\_\_\_\_ )

by the hand of \_\_\_\_\_ )

\_\_\_\_\_, the authorised official \_\_\_\_\_ ) of the Obligor \_\_\_\_\_ )

SECTION - 6

ANNEXURE I - BIDDER'S PROFILE

RFP No: \*\*\*\*\*

Sr. No.	Details	Remarks ( Yes/No)
1	Name & Address of the Bidder	
2	Type of organization & year of incorporation / Registration. (attach certificate of registration / incorporation)	
3	PAN No. ( Attach copy)	
4	GST Registration no.(attach certificate)	
5	Correspondence address at Mumbai with contact person/s name/s, telephone number, mobile number, Email id etc.	
6	Name and designation of the person authorized to sign the Bid / proposal and all other documents incidental to the RFP, if different from Para 7.	
7	Contact person/s name/s, telephone number, mobile number etc. and escalation matrix for the purpose of this RFP	

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

Date:

Place:

**ANNEXURE II-ELIGIBILITY CRITERIA**

**(To be submitted on company's letterhead)**

**RFP No: XXXXXXXXXXXXXXXXXXXXXXX**

Sr. No	Criteria	Documents to be submitted as proof/ support
1	Bidder should be a registered Proprietor /Partnership / LLP/ Company under the Companies Act 2013.	Copy of registration /Incorporation certificate.
2	The bidder should have an office in Mumbai / Navi Mumbai, India and should have the requisite manpower to give service as required by the SSL	Self-Declaration and supporting documents with details of office/ support centers
3	The Bidder should have been in existence for five years as on 31.03.2020 of which minimum of three years should be in the field of consultancy services in BFSI segment  (In case of mergers/ acquisitions/ restructuring or name change, the date of establishment of earlier/ original partnership firm/ limited company can be taken into account)	The bidder should submit past 3 financial years audited reports: FY 2019-20 FY 2018-19 FY 2017-18
4	The applicant bidder should not have been blacklisted by any Govt. Department / PSU /PSE or SSLs or the bidder/firm is otherwise not involved in any such incident with any concern whatsoever, where the job undertaken / performed and conduct has been questioned by any authority, which may lead to legal action.	Self-Declaration to this effect to be submitted
5	The bidder should have provided or should be providing end to end consultancy services comprising of strategy / Infrastructure validation / evaluation, selection and project Management implementation / migration of Integrated Trading Engine, back office and Allied products / modules at least two client in India in last 3 years.	Successful consultancy completion Certificate/s or experience certificate/s or implementation proof needs to provide along with Client Authorized person contact details. Company Name Person Name Contact no. With Mobile no. Official Email id
6	The bidder should not be OEM of Product.	Self-Declaration

Note:

- Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the SSL decides originals / certified copies should be shown for verification purpose. The SSL reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bid ab-initio.
- Scheduled Commercial SSL excludes RRBs and Cooperative SSLs
- Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this Bid exercise.

Signature: \_\_\_\_\_ Name of the Authorized Person:

Designation:

Place: \_\_\_\_\_

Date:

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**ANNEXURE III- FORMAT OF PRE - BID QUERIES**

**To be submitted in excel file format only**

RFP NoXXXXXXXXXXXXXXXXXX				
Bidder Name : Contact Person : Contact no / email id:				
Sr. No.	RFP Ref Page no	RFP Clause no	Existing clause Details	Clarification Sought
1				
2				
3				
4				
5				
6				
7				

Name of the Authorized Person:

Designation:

**ANNEXURE IV- RESPONSE TO RFP- LIST OF DOCUMENTS**

Documents, other than the commercial bids, must be submitted in the following order as part of the response to the RFP.

<b>Sr. No.</b>	<b>Documents to be submitted</b>	<b>Submitted (Yes / No)</b>
1	DDs (BID document fee)	Yes / No
2	Technical Bid form (Section 5)	Yes / No
3	Bidder's profile (as per Annexure I) along with supporting	Yes / No
4	Unconditional Acceptance of Terms and Conditions of RFP ( Section 5)	Yes / No
5	Self Declarations& Undertakings	Yes/No
6	Eligibility fulfillment (as per Annexure II) accompanied by all the supporting documents.	Yes / No
9	Signed copy of the RFP	Yes / No
10	Authorization for signing of RFP Document {Certified true copy of Board Resolution}.	Yes / No
11	EMD Refund Request	Yes / No
12	Masked Commercial bid	Yes/No

END OF RFP / BID DOCUMENT \*\*\*\*\*