

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**CONVERSION & MIGRATION OF**  
**SAP ECC 6.0 System**  
**to**  
**RISE with SAP S/4 HANA Cloud,**  
**private edition**

**Date of issue of RFP Document: February 01, 2024**

**Submit before: February 21, 2024 up to 18:00 hrs**

**STCI PRIMARY DEALER LIMITED**

**A/B1- 801, 8th Floor, A Wing, Marathon Innova, Marathon Nextgen Compound,**

**Off. G. K. Marg, Lower Parel, Mumbai – 400 013**

**CIN: U67110MH2006PLC165306**

**Email Id: [itrfp@stcipd.com](mailto:itrfp@stcipd.com)**

**Contact Number: +91-22-3511 5655**

**Website: [www.stcipd.com](http://www.stcipd.com)**

This document is meant for the exclusive purpose of bidding as per the Specifications Terms, Conditions and Scope indicated and shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.

## **DISCLAIMER**

This Request for Proposal (RFP) document is not an agreement and is not an offer or invitation by STCI Primary Dealer Limited (STCIPD) to any parties other than the applicants who are qualified to submit the Bids. The purpose of this RFP document is to provide prospective bidders with information to assist the formulation of their proposals. STCIPD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

STCIPD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for STCIPD to consider needs of each party who reads or uses this document. RFP document includes statements which reflect various assumptions and assessments arrived at by STCIPD in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. Each prospective bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources and participate in the process based on their own independent judgement.

STCIPD or its employees will not have any liability to a prospective bidder/ firm/ or any other person, for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of STCIPD or their employees, or otherwise arising in any way from the selection process for the assignment. STCIPD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon any statements in this RFP document.

STCIPD will not be responsible for any delay in receiving the proposals. The issue of this RFP document does not imply that STCIPD is bound to select a Firm/ Agency or to appoint the selected firm/ agency, as the case may be, for the services and STCIPD reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. STCIPD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted proposals.

This RFP document contains confidential information of STCIPD which is provided for the sole purpose of permitting the prospective bidders to evaluate the proposal submitted herewith. In this RFP document, any reference of day(s) should be construed and interpreted as calendar day(s), unless otherwise specified. In consideration of receipt of this RFP document, the prospective bidders agree to maintain such information in confidence and to not

reproduce or otherwise disclose this information to any person outside the group directly responsible for evaluation of its contents, except that there is no obligation to maintain the confidentiality of any information which was known to the prospective bidders prior to receipt of such information from STCIPD or becomes publicly known through no fault of prospective bidders, from STCIPD or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to STCIPD.

STCIPD reserves the sole discretion to change, modify, add to or alter any or all of the provisions of this RFP document and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the tender page on the website of the Company (<https://www.stcipd.com>), and it will become part and parcel of RFP document. This RFP document as well as other ancillary/incidental information in relation to this RFP/assignment/project shall be updated/uploaded on the tender page on the website of the Company. The prospective bidders are requested to regularly check the website for timely updates. The Company shall not be liable in case any of the information that is uploaded on the tender page of the website of the Company is missed out by the prospective bidder.

The prospective bidder shall bear all its costs associated with or relating to the preparation and submission of the proposals including but not limited to preparation, photocopying, postage, delivery fees, or any other costs incurred in connection with or relating to the proposal. STCIPD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the prospective bidder in preparation or submission of the proposals, regardless of the outcome of the bidding process.

The documents submitted by the bidders in response to this RFP Document shall become the property of STCIPD and will not be returned. This RFP document prepared by STCIPD should not be reused or copied or used either partially or fully in any form.

STCIPD in its absolute sole discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. STCIPD reserves the right to reject any or all Bids received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of STCIPD shall be final, conclusive and binding on all the parties.

### SCHEDULE OF EVENTS

Sr. No	Description	Remarks
1.	Name of the Project	<b>Conversion and Migration of STCIPD SAP ECC 6.0 system to Rise with SAP S/4 HANA Cloud, Private Edition</b>
2.	Contact Details of the Issuing Department (Name, Designation, Email ID and Contact Number)	Mr. Dinesh Patil Associate Vice President – IT Email ID: itrfp@stcipd.com Contact Number:+91-22-3511 5655
3.	Date & Time of Publishing Request for Proposal (RFP) on the website	Thursday, February 01, 2024 at 11:00 Hrs
4.	Last Date & Time for raising any form of queries/clarification on the RFP	Thursday, February 08, 2024 up to 18:00 Hrs All communications regarding points / queries requiring clarifications are required to be sent by e-mail to itrfp@stcipd.com in the specified format. <i>(No queries shall be entertained over telephone)</i>
5.	Date & Time for the responses to the queries on the RFP	Monday, February 12, 2024 up to 20:00 Hrs
6.	Earnest Money Deposit (EMD)	₹1,00,000/- (Rupees One Lakh Only) A Demand Draft in favour of 'STCI Primary Dealer Limited' payable at Mumbai. The amount of EMD shall be non-interest bearing deposit and refundable, subject to the conditions stipulated herein.

Sr. No	Description	Remarks
7.	Last date, time and venue for Bid submission (Closing of the Bid)	<p>The physical Bids (both technical and commercial bid) Submission Form along with the Earned Money Deposit (EMD) and other prescribed documents should be submitted on or before Wednesday, February 21, 2024 (up to 18:00 Hrs and should be addressed to:</p> <p>The Managing Director STCI Primary Dealer Limited A/B1-801, 8th Floor, A Wing, Marathon Innova, Marathon Nextgen Compound, Off. G. K. Marg, Lower Parel, Mumbai – 400013</p> <p>The physical bid (in two separate envelopes: Technical Bid and Commercial Bid) should be submitted only via Registered Post or Speed Post.</p> <p><i>(Any other mode of submission of the bids shall lead to disqualification of the Bid)</i></p>
8.	Date of Opening of Technical Bids (pre-qualification criteria)	<p>Friday, February 23, 2024</p> <p>The sealed envelope bearing the heading '<b>Conversion and Migration of SAP ECC 6.0 system to Rise With SAP S/4 HANA Cloud, Private Edition – Technical Bid</b>' shall be first opened for evaluation.</p>
9.	Opening of Commercial Bids	<p>Commercial Bid of only those eligible bidders whose technical bid is accepted shall be opened on a subsequent date.</p> <p>The sealed envelope of the shortlisted technically qualified bidders bearing the heading '<b>Conversion and Migration of SAP ECC 6.0 System to Rise With SAP S/4 HANA Cloud, Private Edition – Commercial Bid</b>' shall be opened for evaluation.</p>

## Table of Contents

SECTION – I: REQUEST FOR PROPOSAL (RFP) .....	7
1. INTRODUCTION .....	7
2. OVERVIEW .....	8
3. SCOPE OF WORK.....	9
3.1. Conversion & Migration of SAP ECC 6.0 to RISE with SAP S/4 HANA Cloud, private edition. ....	9
3.1.1. Systems to be migrated/ upgraded:.....	9
3.1.2. Existing Source (Live) Servers and Proposed Destination Servers for Migration:.....	10
3.1.3. Migration Approach and Methodology:.....	11
3.1.4. Migration Activities:.....	13
3.2. Enhancement in functionalities.....	14
3.3. Project Charter .....	14
3.4. Project Related Activities.....	15
3.5. Unit Testing.....	15
3.6. Support during Post Go-Live Stabilization (PGLS) Period .....	15
3.7. Support for 12 months after Post Go-Live Support Period .....	16
3.7.1. Terms of Support .....	16
3.7.2. Change Management .....	17
3.7.3. Deliverables during Support phase .....	17
3.8. Knowledge Transfer (KT) Procedure.....	17
3.9. Project Plan.....	18
3.9.1. Project Deliverables .....	18
3.9.2. Project governance structure .....	19
3.9.3. Execution plan & methodology .....	19
3.9.4. Independent Cyber Security Audit: .....	20
4. PERFORMANCE/ SERVICE LEVEL SUMMARY (SLS) MANAGEMENT.....	20
SECTION – II: INSTRUCTIONS/ GUIDELINES TO BIDDERS .....	22
1. BINDING TO ALL - TERMS & CONDITIONS .....	22
2. CLARIFICATION ON RFP DOCUMENT.....	22
3. METHOD OF BID SUBMISSION.....	23
4. EARNEST MONEY DEPOSIT (EMD) .....	24
5. SIGNING OF BID .....	25
6. PRICE.....	25
7. BID VALIDITY PERIOD.....	26
8. RESPONSIBILITIES OF THE BIDDER.....	26

9. CLARIFICATION OF BIDS AND SHORTFALL INFORMATION/DOCUMENTS.....	26
10. PROCEDURE FOR PROCESSING THE BIDS .....	27
11. REJECTION OF BIDS.....	29
12. SELECTION OF THE BIDDER.....	30
13. SCHEDULE & PAYMENT TERMS .....	30
14. SERVICE LEVEL AGREEMENT & NON-DISCLOSURE AGREEMENT .....	31
15. LEGAL BINDING AGREEMENT VARIATIONS .....	32
16. COMPLIANCE WITH INFORMATION SECURITY POLICY .....	33
17. LIQUIDATED DAMAGES .....	33
18. TERMINATION OF AGREEMENT .....	33
19. INTELLECTUAL PROPERTY RIGHTS .....	33
20. SUB-CONTRACTING .....	33
21. BIDDER’S UNDERSTANDING OF THE RFP.....	34
22. COMMUNICATION .....	34
23. NO LEGAL RELATIONSHIP .....	34
24. GOVERNING LAWS.....	34
25. ERRORS AND OMISSIONS IN THIS RFP AND ENHANCEMENTS.....	34
26. CANCELLATION OF THE RFP PROCESS .....	35
ANNEXURE 1: TECHNICAL BID APPLICATION FORM .....	36
ANNEXURE 2: COMMERCIAL BID APPLICATION FORM .....	42
ANNEXURE 3: UNDERTAKING BY THE BIDDER.....	45
ANNEXURE 4: SERVICE LEVEL AGREEMENT .....	47
ANNEXURE 5: NON-DISCLOSURE AGREEMENT .....	59
ANNEXURE 6: ENHANCEMENT IN FUNCTIONALITIES FORMING PART OF SCOPE OF WORK..	67

## SECTION – I: REQUEST FOR PROPOSAL (RFP)

### 1. INTRODUCTION

**STCI Primary Dealer Limited** (herein referred as ‘STCIPD’ or the ‘Company’) is a wholly owned subsidiary of STCI Finance Limited (formally known as ‘Securities Trading Corporation of India (STCI)’) and was set up in 2006. STCI was among one of the first Primary Dealers in the country set up in 1996 as a subsidiary of the Reserve Bank of India (RBI). Subsequently, RBI’s stake in STCI was divested in 1997 and 2002 in favour of leading Public Sector Banks, Insurance Companies and All-India Public Financial Institutions. STCI has since been rechristened as ‘STCI Finance Limited’. In 2006, the Primary Dealer (PD) business was de-merged by STCI into a separate wholly owned subsidiary, STCI Primary Dealer Limited (STCIPD).

The core activities of STCIPD comprises of underwriting, bidding, market making and trading in Government Securities, Treasury Bills and other fixed income securities. Apart from the above, STCIPD is an active participant in the money market instruments. STCIPD plays an active role in all segments of the debt market i.e. in both the SLR and non-SLR segments. STCIPD runs a proprietary portfolio comprising of Govt dated securities (including Floating Rate Bonds, Inflation Indexed Bonds, etc.), Govt Special Bonds, State Development Loans, Treasury Bills, Corporate Bonds, Commercial Papers, Certificates of Deposits, etc. As a Primary Dealer, STCIPD is also allowed to participate and trade in STRIPS, Interest Rate Derivatives, When Issued market and undertake short selling in G-Secs on NDS OM. STCIPD is a diversified Primary Dealer and undertakes the core and non-core activities as permitted by the RBI guidelines.

STCIPD is a leading player in the retail and mid-segment of the debt market with a large and diversified client base having pan India presence. STCIPD have been actively facilitating clients in shaping strategies, assisting in achievement of investment objectives while ensuring efficient service aided by quality research. STCIPD has been at the forefront in adhering to sound business practices and transparency in all its business dealings.

STCIPD is a member of Primary Dealers’ Association of India (PDAI) and the Fixed Income and Money Market Derivatives Association (FIMMDA). STCIPD has continued association with several Self-Regulatory Organisation (SRO) which interact with regulatory authorities to provide feedback for both product and market development. For more information about the Company, kindly visit the website [www.stcipd.com](http://www.stcipd.com).



## 2. OVERVIEW

The Company is presently using SAP application version ECC 6.0 EHP 7. The application stack consists of SAP ECC 6 EHP 7 consisting of TRM (Treasury and Risk Management) and FI (Finance) modules, Solution Manager with dual stack environment ABAP and JAVA with Oracle database version 11g.

STCIPD has 3 tier SAP Landscape architecture, which includes Development, Quality and Production Systems. Production System is in High availability mode. The hardware platform includes HP ProLiant DL 380 series servers with Dell Modular SAN Storage.

The current environment has Application server on Windows Server 2008 with Oracle 11g Database. Each server has a purpose and function and has multiple instances like Development, testing or Production depending on Business requirement. SAP components include SAP ECC 6, EHP 7, Solman. Currently there are 36 users accessing the system.

The current project is for the migration of the complete SAP landscape's Oracle database to SAP S/4 HANA Database. The detailed scope of work is given under the heading Scope of Work (Para No. 3).

The following are the servers that STCIPD uses right now.

Sr	Application details	Operating System with SP	Model	Location
1	SAP Solution Manager	Windows Server 2008 R2 Std. Ed. SP1	DELL PowerEdge R630	Mumbai
2	SAP PROD NODE1	Windows Server 2008 R2 Ent. Ed. SP1	HP Proliant DL380 Gen 9	Mumbai
3	SAP PROD NODE2	Windows Server 2008 R2 Ent. Ed. SP1	HP Proliant DL380 Gen 9	Mumbai
4	SAP Quality	Windows Server 2008 R2 Ent. Ed. SP1	HP Proliant DL380 Gen 9	Mumbai
5	SAP Development	Windows Server 2008 R2 Ent. Ed. SP1	HP Proliant DL380 Gen 9	Mumbai
6	SAP DR Server	Windows Server 2008 R2 Ent. Ed. SP1	HP Proliant DL380 Gen 9	Delhi

STCIPD's Data Center (DC) at Mumbai and Data Recovery (DR) site at New Delhi are managed by Internal IT Team. STCIPD has a complete SAP infrastructure with the Core Insurance modules FI and Treasury Modules. The application stack consists of SAP ECC 6 EHP 7, Solution

Manager with dual stack environment ABAP and JAVA. The complete SAP landscape's Oracle database must be migrated to SAP S/4 HANA Database.

STCIPD invites detailed proposals for “**Conversion & Migration of SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition**” from interested bidders who have proven experience in similar field. Sealed proposals are invited from eligible, reputed, qualified software solution providers for providing SAP Support and Maintenance Services. This invitation to bid is open to all bidders satisfying the minimum eligibility criteria as mentioned in this RFP Document.

The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP document. Failure to furnish all information required as mentioned in the RFP document or submission of a proposal not substantially responsive to requirements as stipulated in the RFP document, will be at the bidder's risk and may result in rejection of the proposal.

### **3. SCOPE OF WORK**

STCIPD invites proposals for migration of its SAP ECC 6.0 landscape including all the modules with customized 'Z' programs and Oracle 11g database from its Mumbai office Data Center to the cloud based SAP solution “RISE with SAP S/4 HANA Cloud, private edition”. The Company is intending to use the SAP application as SAAS (Software As A Service) model with private cloud managed by SAP India.

The SAP S/4 HANA migration will involve custom code migration of all custom objects, system preparation as per S/4 HANA mandatory master data migration and ERP system preparation for simple finance migration. Sandbox system will be provided for first run of S/4 HANA migration.

#### **3.1. Conversion & Migration of SAP ECC 6.0 to RISE with SAP S/4 HANA Cloud, private edition.**

##### **3.1.1. Systems to be migrated/ upgraded:**

The list of systems to be upgraded or migrated by the System Integrator (SI) under this project includes the following.

Sr.	SAP Product	Product Version	Landscape	SID	OS version	Database
1	SAP ERP	SAP ERP 6.0 EHP 7 SAP NetWeaver Java	Development	DEV	WINDOWS 2008	Oracle 11g
			Quality	QAS	WINDOWS 2008	Oracle 11g
			Production	PRD	WINDOWS 2008	Oracle 11g
2	SAP Solution Manager	SAP Solution Manager	NA	SOL	WINDOWS 2008	Oracle 11g

All the existing features/systems in the SAP landscape are to be upgraded and made compatible for migration to RISE with SAP S/4 HANA Cloud, private edition. STCIPD will procure the licenses for RISE with SAP S/4 HANA Cloud, private edition and the System Integrator is expected to work only on the migration. However, support to STCIPD for any additional SAP or Third-party related license pertaining to these conversion/upgrade activities shall also be covered under the scope. STCIPD will be providing all hardware related support before, during and after the migration, whereas the System Integrator (SI) is intended to migrate the data to identified Data Center service provider for SAP S/4 HANA Cloud, private edition.

### 3.1.2. Existing Source (Live) Servers and Proposed Destination Servers for Migration:

The servers present in the current SAP landscape are hosted in the STCIPD'S Mumbai office Data Center and New Delhi office Disaster Recovery (DR) Site Data Center and are managed by internal IT Team of the Company. STCIPD has finalized the private cloud infrastructure provider which will host the RISE with SAP S/4 HANA Cloud, private edition.

STCIPD will enable communication and access with its existing Data Center (Source) to study, co-ordinate and plan Oracle DB to HANA DB migration.

STCIPD will also enable communication and access of the new outsourced Data Center service provider (Destination) managed by private cloud infrastructure provider for the System Integrator to execute Oracle to HANA Migration activity. SAP HANA Database enabled landscape will be provided only at the new outsourced Data Center service provider (Destination) DC location. The System Integrator will also implement the DR replication of the migrated Production landscape hosted at the new Data Center service provider.

### 3.1.3. Migration Approach and Methodology:

S/4 HANA migration will be a Two Step process as under:

1. Step I – Cloud Migration
2. Step II – SAP Landscape upgrade with S/4 HANA Migration for SAP ERP

#### **STEP I – CLOUD MIGRATION**

To mitigate risk and optimize the downtime a Four Phase cloud migration approach will be undertaken.

Phase I –Test cloud migration for SAP ECC 6.0 System

Phase II -non-PRD landscape migration to cloud

- DEV landscape
- QAS landscape

Phase III -Dry Run for pre-PRD landscape

Phase IV -Final PRD landscape cloud migration

#### **STEP II -S/4 HANA MIGRATION**

There will be at least 3 runs of S/4 HANA migration with SAP landscape upgrade to mitigate risk and optimize the downtime.

- Run I –S/4 HANA Migration on Sandbox System
- Run II –S/4 HANA Migration of QAS System
- Run III –S/4 HANA Migration of pre-PRD System

Following the S/4 HANA Conversion, the testing will cover Unit Testing -Sandbox and SIT & Business User Testing.

- Production (PRD) Conversion will follow the Run III after approval of agreed downtime.
- Non-Production (Development) System will be created using System copy method after Go Live using PRD System Data.
- The installation of the DR instance (Database & Application) using HANA replication will also follow the Go Live using PRD System Data.

The S/4 HANA Conversion Process will cover the following:

- Business Function Activation
- BP Conversion for Vendor & Customer
- Functional Preparation for S/4 HANA
- SAP HANA DB Setup for S/4 HANA
- S/4 HANA Technical Conversion using SUM DMO option.
- SPDD/SPAU Modifications
- S/4 HANA Functional Migration Preparation
- S/4 HANA Migration through Cockpit Migration

- System Data Validation after S/4 HANA Conversion
- S/4 HANA System Release for Users
- Fiori APP Activation

The System Integrator (SI) shall follow a migration approach and methodology to ensure the effective, smooth, and timely completion of the project. The migration processes shall be carried out very systematically and in a streamlined fashion to avoid unexpected delays, technical errors and to minimize downtime. The SI shall ensure support of OEM (SAP) and coordinate with OEM for finding solution for any critical/unresolved issues. The migration process shall cover:

- A. Project Preparation
- B. Test run in Sandbox system.
- C. Three runs including downtime optimization and finalization.
- D. Roll back plan- to roll back to the most recent stable version of the system, if required
- E. Final cutover & Go-Live.

#### **A. Project Preparation**

The project preparation phase includes: -

- Review of the Cyber security audit of the cloud infrastructure before commencement
- On boarding of resources onsite at STCIPD Mumbai Office (Project Manager, Functional & Technical consultants, and other project team members)
- Formal project kick-off
- Finalize detailed project plan.
- Finalize sizing and hardware capacity for all systems and Phases in coordination with OEM (SAP).
- Finalize Testing Plan.

#### **B. Test run in Sandbox system**

A Sandbox machine (virtual machine) shall be provided by STCIPD at the new outsourced Data Center service provider to setup the new system and this Sandbox system will be the first instance to be installed and configured with migrated SAP packages. The SI shall modify and finalize the detailed project plan with a well-defined plan of action for all the activities as per the observations from the sandbox run. SI shall develop detailed technical procedures executed as part of the migration. This will effectively ensure an early experience, give technical pre-requisites and give an idea on the missing leads.

#### **C. Three mock runs including downtime optimization and finalization:**

The SI shall conduct three runs of the newly installed system at planned dates to ensure that the final run passes with zero bugs and exceptions. The process shall include: -

- End to end update SAP systems, HANA migration in Sandbox environment
- High-level view of all major activities from ramp-down through ramp-up
- Optimization of the migration process
- Development and execution of an end-to-end migration cutover procedure
- Establish environments and process for testing.
- Technical and functional testing and issue resolution.
- Technical and functional support for testing.
- Validation of end-to-end migration cutover procedure.
- Named and confirmed resources for each activity in the plan.
- Ensure the migration completes with minimum downtime.

#### **D. Final cutover and Go-Live**

This phase includes setting up the Production & non-Production instances on the private cloud. The SI should ensure the following during this phase.

- Sharing of cutover migration plan and educating and training the STCIPD Project team.
- All necessary functional areas enabled as part of migration.
- The data integrity is maintained 100% in comparison with the old SAP systems in landscape.
- All the customizations done on the old SAP systems are working correctly on new instances.
- Any communications with third party systems if applicable also to be checked and verified.
- The systems are configured with native HANA replication to achieve High Availability.
- Functional checks as well as quality checks must be done for ABAP Programs.
- The integration with other systems and modules is working correctly as envisaged.
- Vigilant monitoring on the performance of the system, growth of the database and system logs to detect the system level issues very early and provide quick resolution and preventive options.
- Analyse the functional issues reported and provide prompt resolutions.
- Provide the Post Go-Live stabilisation support (Functional and technical).
- Prepare the documentation of all the activities and maintain a common repository accessible by all parties involved in the project and periodically update the same.
- Conduct training sessions, workshops on relevant topics like configuration, ABAP on HANA, FIORI, DB Administration, daily routine health checks, preventive measures, etc., for empowering the STCIPD team to handhold and manage the system.

#### **3.1.4. Migration Activities:**

Below mentioned migration activities shall be carried out by the System Integrator (SI) as part of the migration.

- Migration Planning workshop
- Review of the Cyber Security audit of cloud infrastructure pre-migration.
- ABAP code changes in connection with the custom code adjustments for SOH for necessary customizations.
- HA setup for HANA databases for production systems using native HANA replication.
- Empowering workshops to STCIPD IT team – ABAP on HANA and HANA DB administration
- Post Go-Live stabilization support for 6 months in Warranty Period- Technical and Functional.
- EWA (Early Watch Alerts) setup for Production system.
- Complete Documentation of Upgrade & Migration activities.
- SOP on HANA Replication setup and failover and failback between Primary and Secondary database.
- Optimization of high resource consuming and complex queries.
- Support for testing and issue resolution during testing performed by STCIPD team.
- Functional support to be provided during Production cutover (Go Live support) for issues caused by technical migration.
- Functional check and ABAP remediation.
- HA / DR setup.
- All necessary functional areas to be enabled as part of migration.
- Backup / restore as and when required during the project.
- All BASIS activities till Go-Live.
- ABAP modification adjustments (SPDD, SPAU, etc.)
- HANA enablement for custom programs.
- Implementation of SAP Cloud Platform Identity Authentication Service) to enable customer-controlled user management and Single Sign on Architecture.
- Implementation of additional functionalities/customisations as detailed in the '**Annexure 6**' which will form part of the Scope of Work.
- Solution Manager (SOLMAN) installation and activation.

### **3.2. Enhancement in functionalities**

The project includes implementation and enhancement of functionalities/customisations which are as detailed in the '**Annexure 6**' and which form part of this Scope of Work.

### **3.3. Project Charter**

Project charter including detailed project plan, indicating all activities with resources required, their roles, responsibilities, milestones and time schedule of deliverables shall be prepared at the start of the project and submitted to STCIPD for approval. Macro level and



micro level project plan shall be prepared by the System Integrator (SI) for all the activities listed in the project.

System Integrator (SI) shall provide the SAP recommended details of no. of man hours allocated towards validation of upgrade / migration plan and expert advice as per the scope of work. The technical proposal plan shall have to be furnished by the System Integrator specifying the number of SAP man-days allocated in this regard.

#### **3.4. Project Related Activities**

- a) Maintain and update relevant project management documents, e.g., project plans, risk and issue logs and status reports in consultation with STCIPD Project Manager.
- b) Support STCIPD Project team for end user training.
- c) Integrations with third party systems: System Integrator shall co-ordinate with the required third-party vendors for handling any dependencies for such integrations.

#### **3.5. Unit Testing**

The SI shall provide detailed strategy for different types of testing which should be carried out in the migration process, before Go-Live. SI shall develop the test plan, test script and test data to be used for testing.

The SI shall work in a manner to satisfy all the testing requirements and adhere to the testing strategy outlined. The SI shall take remedial action based on outcome of the tests. The SI is expected to prepare the detailed test specification for each functional module which shall cover the complete features, reports, master data, configuration and validation etc. for all varied tests to be conducted during the implementation life cycle.

Module wise unit testing shall be carried out wherever applicable.

- Data for testing shall be created by the SI together with the STCIPD project team.
- Unit test shall be executed by the STCIPD project team.
- STCIPD project team shall sign off the test clearance for transporting to non-PRD system for further testing.
- Necessary documents & unit test log shall be sent to the STCIPD project team for testing in non-PRD system.

#### **3.6. Support during Post Go-Live Stabilization (PGLS) Period**

Post Go Live stabilization support will start from the date of Go live and continue for 6 (Six) months. SI shall provide comprehensive maintenance support during the implementation and



warranty period for all the modules and SAP systems. SI shall support all the BASIS related activities required for the smooth functioning of the SAP systems in STCIPD. These activities shall be carried out in coordination with STCIPD IT team.

SI shall cover the configuration elements changes, if required, as part of stabilization period support. In case of failure of any solution, reconfiguration of system shall be done for bringing the system back in function.

SI shall help STCIPD users to correct any errors incurred while executing transactions, generating reports, handholding for at least two quarter closures.

Stabilization period may be extended as required if any critical issues raised by STCIPD as part of Implementation are open. After the successful closure of all the critical issues, STCIPD shall provide sign-off for the stabilization support phase.

### **3.7. Support for 12 months after Post Go-Live Support Period**

SI shall provide post implementation support for twelve (12) months from the date of “complete deployment” of the systems after the six (6) months PGLS period. This will cover resolution of bugs in SAP system occurring due to migration and providing SAP BASIS & ABAP Support for the implemented SAP systems. The scope, work details and SLA as specified for the implementation phase will continue be applicable for the post go live support period also.

SI shall carry out any requisite adjustments / changes including changes in the configuration arising from regulatory changes for smooth functioning of the system. SI shall analyze the errors and messages in interfaces / systems. SI shall find out the root cause of the failure/error messages and shall suggest suitable solution to fix such issues.

The SI shall necessarily furnish commercial quotation for the support for a period of twelve (12) months after post Go Live support period as indicated in the Bid document, without which the Bid shall be liable to be rejected.

#### **3.7.1. Terms of Support**

- a) The SI shall provide contact numbers, email addresses, escalation matrix of the support team. STCIPD shall be kept informed well in advance in case any changes are being made in the contact details. STCIPD shall be notified for any change of PM/resources/consultants in the support team in writing at least one-month advance.

- b) The SI shall provide support on all STCIPD working days & working hours. In case of any issues/emergency that hampers STCIPD operations during holidays/non-working hours; adequate support mechanisms shall be in place to ensure the trouble-free business operations.
- c) The SI shall not subcontract, outsource, or engage any other third party for carrying out the work without the prior approval and consent from STCIPD.
- d) Expenses for travel, phone charges, food, and accommodation etc. for the resources will not be borne by STCIPD.

### **3.7.2. Change Management**

The SI, during the support phase, shall follow a predefined Change Management Process which keeps track of all the changes carried out in the system through proper documentation and approval mechanism for implementing any change in the system.

### **3.7.3. Deliverables during Support phase**

1. Weekly reports on issue analysis, resolved and pending activities.
2. Monthly review report on the issues resolved and details of changes handled.
3. Minutes of Meetings for all the meetings with the user, vendors and the other stakeholders.
4. Knowledge database building through SOLMAN for the issues being resolved.
5. All documents involved in the Change Management Process.
6. Business blueprint, configuration documents, functional specification documents etc. wherever there is a change. Patch upgrade documentation (if any) such activity is performed & wherever applicable.
7. Monthly updated support team details and escalation matrix.
8. User Manuals and training documents for newly implemented processes or for any changes in the existing processes.

### **3.8. Knowledge Transfer (KT) Procedure**

Knowledge transfer shall be carried out to the new vendor / STCIPD team in all respects on completion of the assignment i.e. post completion of the Support phase. The duration of the KT will be mutually decided by STCIPD and SI.

### 3.9. Project Plan

#### 3.9.1. Project Deliverables

Following are the project execution milestones and deliverables:

Sr. No	Project Milestone	Deliverables
1	Project preparation	<ul style="list-style-type: none"> <li>-Project Kick-off</li> <li>-Project charter /Project plan</li> <li>-Resource mobilization plan</li> <li>-Infrastructure readiness check including review of the cyber security check of private cloud.</li> <li>-Hardware sizing check for all systems in the landscape</li> </ul>
2	Test run in sandbox system	<ul style="list-style-type: none"> <li>-Issue Logs and solutions applied</li> <li>-Delta BBP document</li> <li>-S4HANA converted Sandbox system</li> </ul>
3	Three mock runs	<ul style="list-style-type: none"> <li>-Delta Process documentation</li> <li>-Delta Training to core team</li> <li>-S4/HANA converted non-PRD system</li> <li>-S4/HANA converted Pre-PRD system</li> </ul>
4	Configuration & Customization	<ul style="list-style-type: none"> <li>-Configuration documents for all process and modules.</li> <li>-Technical documents.</li> </ul>
5	Testing	<ul style="list-style-type: none"> <li>-Testing Strategy document -Test Plan, Test Script, Test DB and results.</li> <li>-Integration testing report</li> <li>-User acceptance testing report Issue Log for all testing</li> </ul>
6	Data Migration	<ul style="list-style-type: none"> <li>-Cut-Over strategy</li> <li>-Data collection templates</li> <li>-Data migration tools &amp; conversions</li> </ul>
7	Production System Conversion & Go live	<ul style="list-style-type: none"> <li>-Go-live Plan including Assessment of actual downtime</li> <li>-S4HANA Converted Production system</li> <li>-DR Setup</li> <li>-Solution Manager</li> <li>-S4 HANA Converted Development system</li> <li>-SAP Router</li> <li>-Full System documentation</li> </ul>
8	Training	<ul style="list-style-type: none"> <li>-Training Plan with schedules and Content Training - Manual &amp; reference materials Training completion report</li> </ul>
9	Documentation & Knowledge Transfer	<ul style="list-style-type: none"> <li>-Configuration, User manuals etc, and Knowledge transfer STCIPD/ SAP Support Vendor wherever is applicable.</li> </ul>

Sr. No	Project Milestone	Deliverables
10	6 Month Post Go-Live Support (PGLS) Period	-Handholding for 2 Quarter Closings -Roll back and Repeat migration activities if necessary -Provide support for Troubleshooting of identified issues.
11	1 Year Support Period after 6 months PGLS	-Resolution of bugs in the system occurring due to migration. -Provide SAP BASIS & ABAP Support to the implemented RISE with SAP systems. -Knowledge transfer to STCIPD IT Team to resolve issues in RISE with SAP systems

### 3.9.2. Project governance structure

- a) System Integrator must designate a Project Manager, an Integration Manager, functional consultants and technical consultants.
- b) STCIPD will designate a STCIPD project manager and STCIPD project team for the purpose of the project. STCIPD User team will be formed from business departments for testing.

### 3.9.3. Execution plan & methodology

- a) SI shall describe in detail the proposed approach for the scope of work, methodologies and strategies to be adopted, management of project risks and methods of communication with STCIPD. Proposal should include a description of how the project will be executed through all its stages.
- b) SI shall propose the infrastructure improvements if anything envisaged like memory upgrade requirement, hardware sizing requirement, etc, in connection with the migration for the smooth functioning.
- c) The execution plan and methodology should include the following:
  - Plan of Action
  - Organization of team
  - Operation base of project management
  - Methodology to be adopted.
  - Milestones for STCIPD review and hold points.
- d) The successful SI shall execute the assigned work as per the project Plan and to the satisfaction of STCIPD.

### 3.9.4. Independent Cyber Security Audit:

STCIPD may engage an independent external auditor/expert possessing the relevant experience to conduct a pre-implementation audit of the existing SAP solution including cloud security audit and post-implementation audit for review of the migration activities undertaken by the System Integrator (SI). The review should ensure that the migration/conversion services to the new SAP solution particularly conforms to leading practices and market conventions.

The independent external review(s) may broadly comprise the following:

- i. Configuration of migration activities undertaken by the SI.
- ii. Comprehensive security review, VAPT, IS Audit and Post implementation Audit, compliance to the SAP Functional and Technical Specifications etc. at regular intervals.
- iii. Any other areas/activity which STCIPD at its sole discretion may consider to be reviewed/audited for quick and timely implementation of the proposed assignment.

On the basis of the independent external audit report, System Integrator shall be bound to undertake the concerned modifications/changes/rectifications/customization in the new SAP S/4 HANA Solution.

## 4. PERFORMANCE/ SERVICE LEVEL SUMMARY (SLS) MANAGEMENT

The purpose of this clause is to define the minimum expected level of service which shall be provided by the Selected Bidder to STCIPD during the assignment period. This clause, as specified below, is applicable to all services as described in Scope of Work. However, the same shall be measured independently for incident/request.

The Selected Bidder shall provide a project management tool, a ticketing tool for creating/managing incidents & service-related requests, and a dashboard to monitor all open & closed tickets in order to demonstrate ability to meet the performance requirements stated in the proposed contractual SLAs.

### a) Service Availability & Helpdesk Support:

- The Selected Bidder shall provide on demand support as defined in Scope of Work.
- The Selected Bidder shall provide a dedicated Single Point of Contact to handle fault reporting, trouble ticketing and related enquiries during the contract period.
- Incident tickets can be logged at any time via email/ ticketing tool (if any)/ call.
- Service requests can be logged at any time via email/ ticketing tool (if any) / call.

List of all such Incidents & Service Requests (both open & closed) must be available for STCIPD's perusal at any time either via reports or dashboard.

The Selected Bidder will ensure that a governance structure is in place to define clear roles, responsibilities and escalation path for any issues, escalations or dispute management. A detailed escalation matrix with names and contact details will be provided.

b) Incident Management:

Incident refers to any event/ abnormality/ action in the functioning of the SAP systems that may lead to disruption in normal operations of the services to STCIPD in regards with performance of SAP Application. While creating an Incident Ticket either via tool/ email, it shall be necessary to provide a summary and details of the incident.

Incidents will be categorized as follows:

- Emergency / Very High/ Critical: Service-affecting serious circumstances that hamper business processes entirely (critical impact)
- High: Service-affecting circumstances that are not hampering the business processes entirely (major impact)
- Medium: Service-affecting circumstances that are impacting business processes indirectly. (minor impact)
- Low: Negligible impacts on Business transactions. No Impact on day to day working.

The Severity, Response & Resolution Time will be monitored as per the Proposed Service Level Matrix given below:

Priority/ Severity	Impact	Response Time	Resolution Time (including Response Time)
Emergency / Very High/ Critical	• Service-affecting serious circumstances that hamper business processes entirely (critical impact)	15 minutes	1 hour
High	• Service-affecting circumstances that are not hampering the business processes entirely (major impact)	30 minutes	90 minutes
Medium	• Service-affecting circumstances that are impacting business processes indirectly.  • (minor impact)	30 minutes	4 hours
Low	• Negligible impacts on Business transactions. No Impact on day to day working	30 minutes	8 hours

## SECTION – II: INSTRUCTIONS/ GUIDELINES TO BIDDERS

### 1. BINDING TO ALL - TERMS & CONDITIONS

The Bidders are advised to submit the bids strictly based on the terms and conditions and specifications contained in this RFP document including amendments, if any, issued by STCIPD prior to the date of submission of the Bids. The formats of Bid prescribed in this RFP document should be diligently adopted by the Bidders. Bids that do not comply with the terms and conditions hereof or are incomplete are liable for rejection. The Bidder must take due care and caution in this regard. Since the nature of this proposal is such that the assignment cannot be split, hence, the entire assignment will be awarded to a single Bidder only. Nothing in this RFP constitutes any fiduciary relationship between STCIPD and the Selected Bidder or any relationship of employer employee, principal and agent, or partnership or joint ventures, between STCIPD and the selected Bidder. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the Selected Bidder shall be entirely at STCIPD's discretion.

### 2. CLARIFICATION ON RFP DOCUMENT

Post release of RFP document, the prospective bidder requiring any clarification on this RFP may furnish the queries within eight (8) days from the date of issue (opening date) of this RFP Document at the below designated e-mail id in the below prescribed format :

Designated email id: [itrfp@stcipd.com](mailto:itrfp@stcipd.com)

Subject of the email: **'Queries for CONVERSION & MIGRATION of SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition'**

Format of the Query(ies):-

Sr. No.	Page	Clause from the RFP	Clarification desired in the clause

*(No query(ies) will be accepted on telephone on or through any means other than e-mail at the specified/designated email id.)*

The queries raised by the prospective bidder shall be responded by STCIPD, within twelve (12) days from the date of issue of this RFP Document. If considered appropriate and at the sole discretion of STCIPD, a physical meeting may be held for responding to the queries raised by the prospective bidder and intimation/details of such clarification meeting, if any convened/scheduled, shall be published on the tender page on the website of the Company (<https://www.stcipd.com>)



### 3. METHOD OF BID SUBMISSION

The Bidders are required to submit their respective bids as per the instructions provided hereunder:

- a) The Bidder is required to submit the bids in two (02) separate envelopes bearing heading(s):
  - i. Envelope 1 - Technical Bid – Details pertaining to the Prequalification criteria as specified in this document in Annexure 1
  - ii. Envelope 2 - Commercial Bid – Details pertaining to the commercial quote as specified in this document in Annexure 2
- b) Both the bids (Technical & Commercial Bid) shall be submitted only in “physical mode” at the registered office of STCIPD either by registered post or by speed post, and to reach STCIPD on or before the scheduled date, in sealed envelope bearing the heading **‘CONVERSION & MIGRATION of SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition – Technical/Commercial Bid’** (*Strike off which is not applicable*), and comprising of the bid form(s) and other supporting documents. The details of submission have been specified in the ‘Schedule of Events’. Bid submitted in any other mode than specified ones shall be liable to be rejected.
- c) The bids received after the specified date & time (cut-off date and time) shall not be considered.
- d) As part of Technical Bid, the Bidders are required to submit the Pre-Qualification Criteria as mentioned in this RFP Document as **‘Annexure 1’** duly signed by the Authorised Official of the Bidder along with the body corporate round seal. The **‘Technical Bid Application Form’** as per **‘Annexure 1’** together with the Earnest Money Deposit and supporting documents in the prescribed format, wherever specified, must be provided by all Bidders.
- e) Along with the **‘Technical Bid Application Form’**, the Bidder shall furnish a **Demand Draft** in favour of **‘STCI Primary Dealer Limited’**, as a non- interest bearing deposit & refundable Earnest Money Deposit (EMD) of ₹1,00,000/- (Rupees One Lakh Only), payable at Mumbai, from a Scheduled Public Sector or Private Sector Bank only.
- f) As part of Commercial Bid, the Bidders are required to submit the commercial quote in the prescribed **‘Commercial Bid Application Form’** as **‘Annexure 2’** duly signed by the Authorised Official of the Bidder along with the body corporate round seal.
- g) Along with the Commercial Bid Application Form, the Bidder must submit an Undertaking as per the **‘Annexure 3’** which shall be on the letter head of the Bidder’s, duly signed by Authorized Official along with the body corporate round seal.



- h) Non-Submission of either of the bids shall be treated as disqualification of the bidder and the bid submitted by the bidder shall not be considered in the RFP bidding process.
- i) Further, STCIPD reserve the right to call for original copy of the supporting documents, if deemed necessary by STCIPD. The bids shall be liable for rejection in case of failure to submit the original documents.
- j) The bids submitted should strictly adhere to the defined prescribed formats. Information otherwise provided shall not be considered and the bid shall be liable to be rejected.
- k) The proposal and all supporting documentation submitted by the bidder shall become the property of STCIPD. As the Bidder's proposal is central to the evaluation and selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional supporting documents relating to their proposal but in a separate Annexure.
- l) If the envelopes are not sealed and marked as instructed in Clause 3 (a) & (b), STCIPD assumes no responsibility for the misplacement or premature opening of the contents of the proposal submitted and consequent losses, if any, suffered by the Bidder.
- m) The Bidder shall ensure that the technical Bid shall not contain any price/commercial quote. Such proposal, if received, will be rejected. If any inner cover / envelope of a bid is found to contain technical & commercial bids together then that bid will be rejected summarily.

#### **4. EARNEST MONEY DEPOSIT (EMD)**

- a) Every Bidder shall submit non-interest bearing and refundable Earnest Money Deposit (EMD) of ₹1,00,000/- (Rupees One Lakh only) by way of a Demand Draft (DD) in favour of 'STCI Primary Dealer Limited', payable at Mumbai, from a Scheduled Public Sector / Private Sector Bank only.
- b) The Earnest Money Deposit (EMD) is an interest-free deposit amount and it shall be refunded to both the successful and unsuccessful bidder without any accrued interest except in the case of Clause (d) below. The bid / proposal received without the said Earnest Money Deposit would be rejected and shall not be eligible for submission of further bid towards this RFP Document.

- c) Earnest Money Deposit (EMD) of all unsuccessful bidders would be refunded by STCIPD within forty-five (45) days from the closing of the Bid along with a rejection letter, without assigning any reason for rejection, thereon.
- d) The EMD submitted by the Bidder will be forfeited in the following circumstances–
- If the Bidder withdraws the bid after acceptance by STCIPD; or
  - If the Bidder withdraws the bid before the expiry of the Bid validity period; or
  - If the Bidder violates any of the provisions or the terms and conditions of the Bids; or
  - If the Bidder alters its Bids during the Bid Validity Period; or
  - In case of the successful Bidder, if the Bidder fails to furnish the Service Level Agreement, Non-Disclosure Agreement, and such other supporting documentation in accordance with provisions, terms, and conditions of this RFP Document.
- e) The EMD of the 'Selected Bidder' shall be refunded by STCIPD within thirty (30) days from the date of executing the Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA).

## **5. SIGNING OF BID**

The Bid shall be signed by personnel(s) duly authorized to sign on behalf of the Bidder (Authorization letter should be provided along with the Technical Bid & Commercial Bid Application Forms). All pages of the bid shall be initialled by the personnel(s) signing the bid and bearing the body corporate round seal of the Bidder. The bid shall contain no interlineations, erasures, or overwriting, except any corrections which shall be initialled by the person or persons signing the bid and stamped with the body corporate round seal of the Bidder.

## **6. PRICE**

- a) Price quoted shall be in Indian Rupees (INR) only.
- b) The price quoted by the Bidder shall clearly segregate between the base price and the taxes. The price quoted should be exclusive of applicable taxes like Goods & Services Tax (GST). STCIPD shall deduct TDS, as applicable while making payments according to the Indian taxation laws, rules and regulations.
- c) The commercial price quoted should be in whole number(s) without any decimal points.
- d) There shall be no escalation in the prices once the prices are fixed and agreed to by STCIPD and the Selected Bidder. However, if any benefits arising out of any subsequent reduction

in the prices due to reduction in duty, taxes, etc. after the prices are fixed, the Selected Bidder shall pass over such benefits to STCIPD.

## **7. BID VALIDITY PERIOD**

The Bid submitted shall be valid for acceptance for a minimum period of at least Sixty (60) days from the date of closing of bid (excluding the date of closing of the bid). The validity may be extended at the sole discretion of STCIPD. Bids with lesser validity period would be rejected.

## **8. RESPONSIBILITIES OF THE BIDDER**

By submitting a signed Bid Application Form, in response to this RFP Document, the Bidder certifies that:

- a) The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP Document.
- b) The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP Document.
- c) No attempt by the Bidder to induce any other bidder to submit or not to submit bid for restricting competition has occurred.
- d) Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with STCIPD.
- e) The Bidder represents and acknowledges to STCIPD that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP Document.
- f) The Selected Bidder further undertakes to comply with all laws, rules, and regulations applicable to the services being procured hereunder and all applicable laws, rules, and regulations to which it may be subject from time to time.

## **9. CLARIFICATION OF BIDS AND SHORTFALL INFORMATION/DOCUMENTS**

During evaluation and comparison of bids, STCIPD may, at its sole discretion, ask the Bidder for clarifications on the bid and/or additional information/documents, etc. The request shall be made by the STCIPD in writing, asking the Bidder to respond by a specified date, and

mentioning therein that, if the Bidder does not comply or respond by the stipulated date, the bid will be liable to be rejected. Depending on the outcome, such bids will be rejected or considered further. It is however, clarified that no post-bid clarification at the initiative of the Bidder shall be entertained.

STCIPD may, at its sole discretion, waive any minor non-conformity and/or any minor irregularity in the bid. STCIPD decision with regard to 'minor non-conformity and/or any minor irregularity' shall be final and the waiver shall be binding on all the bidders and STCIPD reserves the right for such waivers.

#### **10. PROCEDURE FOR PROCESSING THE BIDS**

- a) STCIPD shall scrutinize the Bid/s received to determine whether they are complete in all aspects as per the requirements of RFP Document, mentioned herein, whether the documents have been properly signed, whether responses to the pre-qualification criteria have been provided and whether documentation as required to evaluate the Bid has been submitted.
- b) In case on receipt of either single Bid or only one Bidder qualifies for the assignment - a situation referred to as 'Single Bid proposal', STCIPD reserves the right to proceed with the Single Bid Proposal subject to the evaluation of bid by STCIPD SAP S/4 HANA Project Steering Committee.
- c) The '**Technical Bid Application Form**' containing details in respect of the Pre-Qualification Criteria along with the Earnest Money Deposit and other supporting documents would be opened on the specified date and time, in presence of appointed members of the STCIPD SAP S/4 HANA Project Steering Committee.
- d) A thorough examination of supporting documents to ascertain the eligibility criteria shall be conducted to determine the eligible Bidders for the Commercial Bid. Bidders not complying with the pre-qualification criteria are liable to be rejected and shall not be considered for commercial evaluation. The supporting documents submitted by the Bidders would be technically evaluated by the appointed members of the STCIPD SAP S/4 HANA Project Steering Committee.
- e) Initially, the technical bid shall be evaluated on the basis of the responses provided to the Pre-Qualification criteria as prescribed in the '**Annexure 1**' and shall be assessed on the parameters (indicative and not in any particular order) as stated hereunder:

Sr. No	Evaluation Parameters of the Bidder (Indicative in nature and not in any specified order)
1.	Experience in SAP S/4 HANA Brownfield Migration Projects
2.	Experience in the SAP S/4 HANA Implementation & Migration Projects with respect to FI & TRM modules
3.	Experience in the SAP S/4 HANA Support Activities
4.	Experience as a SAP Certified Partner
5.	Customer Testimonial Letters from the Clients of the Bidder

- f) The technical bid would be allocated a weightage of approx. 70 per cent and commercial bid would be assigned a weightage of approx. 30 per cent in the entire SI selection process. It is at the sole discretion of STCIPD to request for any additional documents, inputs, or proof of concepts at later point of time for the purpose of evaluation of Bidder. If considered appropriate and at the sole discretion of STCIPD, relaxation may be provided to any of the evaluation parameter/weightage.
- f) If the Bidder does not qualify in the evaluation process of the technical bid, such unsuccessful bidder would be intimated within forty-five (45) days from the closing of the Bid along with a rejection letter, Earnest Money Deposit and the unopened Commercial Bid envelope, without assigning any reason for rejection thereon.
- g) On the basis of the technical evaluation, the bidders who are considered eligible in complying with the pre-qualification criteria shall be referred as 'Shortlisted Technically Qualified Bidders'. The Commercial Bid of only Shortlisted Technically Qualified Bidders would be opened on a later date after the technical evaluation.
- h) The '**Commercial Bid Application Form**' containing the commercial quote along with the prescribed 'Undertaking', of the Shortlisted Technically Qualified Bidders, would be opened on the specified date and time, in presence of appointed members of the STCIPD SAP S/4 HANA Project Steering Committee.
- i) The Shortlisted Technically Qualified Bidder who does not qualify in the evaluation process of the Commercial Bid, such unsuccessful bidder would be intimated within forty-five (45) days from the closing of the Bid along with a rejection letter and Earnest Money Deposit, without assigning any reason for rejection thereon.
- j) Commercial bid with the lowest quote shall be taken up for consideration first. If for any reason, the lowest commercial Bidder is not found suitable on any criteria as mentioned in this RFP document, STCIPD may at its sole discretion: -
- i. Consider the next lowest financial Bid;
  - ii. Annul the bid process; or

- iii. Awarding of the assignment to 'single bid proposal' subject to the approval of the STCIPD SAP S/4 HANA Project Steering Committee; or
  - iv. Take any such measure as may be deemed fit in the sole discretion of STCIPD.
- k) In Commercial bid, if a Bidder quotes 'NIL' charges/ consideration, the bid shall be treated as invalid and shall be rejected.
- l) Any efforts made by the Bidder to influence any employees of STCIPD in the evaluation decision, may result in the rejection of the bid.
- m) In case of any wrong calculations, mathematical errors, typo error, etc. if the STCIPD SAP S/4 HANA Project Steering Committee considers appropriate for corrections and the Bidder does not accept it, the bid shall be rejected.

#### **11. REJECTION OF BIDS**

The bids are to be rejected due to any of the following reasons: -

- a) If the bid is received after the date and/or time of submission of the bid timeline.
- b) If the bid is not accompanied by the requisite Earnest Money Deposit (EMD).
- c) If the bid is conditional.
- d) If the bid is not in conformity with the instructions mentioned herein.
- e) If the bid and the enclosed documents are not as per the prescribed format.
- f) If the bid is incomplete including non-furnishing of the requisite documents.
- g) If the bid validity period is lower than the period as stipulated in this RFP.
- h) The Bid should contain correct technical information. Information in the form of and mere usage of terms like "OK", "Accepted", "Noted", "As given in Brochure/Manual" "negotiable", "to be discussed" shall not be accepted and such bids shall be liable for rejection.
- i) If there is canvassing/ lobbying/ influence regarding short listing, status etc. of any kind, STCIPD reserves the right to reject any or all the bids submitted by a Bidder without assigning any reasons whatsoever and the decision of STCIPD would be final and binding.
- j) STCIPD reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating Bidders.
- k) STCIPD also reserves the right to re-issue or re-commence the entire bid process without the Bidders having the right to object. Any decision of STCIPD in this regard shall be final, conclusive, and binding on the Bidders.

## 12. SELECTION OF THE BIDDER

- a) On the basis of the due evaluation of the technical and commercial bids of the eligible bidder, the STCIPD SAP S/4 HANA Project Steering Committee shall award the assignment to the eligible bidder and the same would be referred to as the 'Selected Bidder'.
- b) The 'Selected Bidder' shall be notified by STCIPD on the awarding of the assignment by way of a 'Bid Acceptance Letter' and the 'Selected Bidder' shall confirm/acknowledge the acceptance of the award within five (5) days from the date of the 'Bid Acceptance Letter'. No conditional or qualified acceptance shall be permitted.
- c) STCIPD reserves its right to consider, at its sole discretion, the acceptance of the 'Bid Acceptance Letter' by 'Selected Bidder' at a later period.
- d) STCIPD shall issue the Purchase Order to the Selected Bidder within ten (10) days from the date of the 'Bid Acceptance Letter'. The Selected Bidder has to return the duplicate copy of the same to STCIPD within five (5) days, as duly Accepted, Stamped and Signed by Authorized Signatory, as a token of acceptance. The implementation of the assignment would commence upon acceptance of Purchase Order by the Selected Bidder.

## 13. SCHEDULE & PAYMENT TERMS

The stipulated delivery schedule and payment terms is as detailed hereunder: -

- a) The Selected Bidder shall complete the implementation of '**Conversion & Migration of SAP ECC 6.0 system to RISE with SAP S/4 HANA Cloud, private edition**' within twenty (20) weeks of acceptance of the Purchase Order (PO). The new setup/ environment must be end-user ready and fully live/ functioning within twenty (20) weeks of acceptance of PO. The implementation of additional functionalities/customisations as detailed in the ('**Annexure 6**') and forming part of the Scope of Work may be completed in a further period of twelve (12) weeks thereafter.
- b) Implementation cost would be paid as per Commercial bid ('**Annexure 2**') on completion of all activities as per Scope of work, support services during post go-live stabilization for a period of six (6) months live, to the satisfaction and sign-off from STCI PD in the manner as detailed hereunder:

Sr.No	Milestone achieved – Stages on One-time Implementation of the Conversion & Migration process	Payment Terms
1	After the execution of SLA and NDA	20%



2	Completion of performance testing & system validation of non-PRD (QAS) System Run	20%
3	Completion of performance testing & system validation of PRD System Run	20%
4	Implementation of additional functionalities	20%
5	Completion of Post Go-Live Support	20%

- c) STCIPD will release the payment, as per the above milestone and against the relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, etc.
- d) The Selected Bidder has to submit documentary proof (completion certificate, preferably by external expert) for completion of activities for each milestone as defined in above Clause 13(b) duly signed by STCIPD officials in originals while claiming payment. STCIPD shall finalize the Sign-off and Acceptance format mutually agreed by the selected bidder.
- e) The payments will be released through NEFT/RTGS after deducting the applicable Tax Deducted at Source (TDS), if any, and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- f) Annual Maintenance Charges (for a period of 12 months) would be paid on quarterly basis within thirty (30) days from the receipt of invoice from the Selected Bidder.

#### **14. SERVICE LEVEL AGREEMENT & NON-DISCLOSURE AGREEMENT**

- a) The Selected Bidder shall enter into a detailed Service Level Agreement (SLA) with STCIPD, as detailed in the '**Annexure 4**' within fifteen (15) days from the acknowledgement of the 'Bid Acceptance Letter'. The Selected Bidder shall sign Non-Disclosure Agreement (NDA) with STCIPD, as detailed in the '**Annexure 5**' to maintain and protect the confidentiality of data and information. The Bidders shall treat data and information about the STCIPD, including any business, technical or financial information, in strict confidence and will not reveal such information to any other party. However, STCIPD reserves the right to alter/ vary/ amend/ modify all or any of the terms set out in the said draft SLA & NDA before the same is executed.
- b) Failure to execute the SLA & NDA shall make the bid null and void at the discretion of STCIPD and also rejection of the 'Selected Bidder'. Also, rejection of the Selected Bidder thereby granting rights to STCIPD at its sole discretion to select any other bidder for the assignment.



- c) The SLA & NDA shall be executed in English language in two sets as original copy with each party receiving one set of copy in original format.

#### **15. LEGAL BINDING AGREEMENT VARIATIONS**

- a) The assignment shall be in force for a total duration period i.e. total period including implementation period & migration phase plus six (6) months Post Go-Live Stabilization Period and twelve (12) months support period. However, the ensuing SLA agreement may be extended further as mutually decided by STCIPD and the Selected Bidder.
- b) The Selected Bidder agrees that the requirements given in the RFP and the ensuing SLA are broad requirements and are in no way exhaustive and guaranteed by STCIPD.
- c) STCIPD may at any time by written directions may change the scope of work of this RFP and the ensuing SLA, including the statement/scope of work, delivery dates/timing, completion of work, or such other requirements prior to the commencement of the assignment.
- d) The Selected Bidder further understands that the STCIPD SAP S/4 Hana Project Steering Committee shall have power to negotiate on the commercial terms as submitted in the Commercial Bid Application Form and the Selected Bidder agrees for such further negotiation.
- e) The Selected Bidder further understands and agree that any alteration, variation or addition in the scope of work necessitated by amendments and/or additions to any laws, rules or regulations before the execution of the assignment/project or during the continuation of the assignment/project shall not be considered a subject of a change scope of work, provided that the nature of the mandate introduced by the law, rule or regulation is of such a nature that its non-inclusion, exclusion or alteration would render the assignment/project or expose the Company to the risk of non- compliance with applicable laws, rules or regulations.
- f) All such variations in the scope of work shall be recorded in the form of an addendum to the SLA.
- g) Any upward revisions and/or additions to the Scope of Work of this RFP, consequent to errors, omissions, ambiguities, discrepancies in the specification, etc., of the RFP which the Selected Bidder had not brought to the Company's notice at the time of the Bids shall not constitute a change in scope of work and such upward revisions and/ or additions shall be carried out by the Selected Bidder without any time and cost implications to STCIPD.

## **16. COMPLIANCE WITH INFORMATION SECURITY POLICY**

The Selected Bidder shall follow the Information Security Policy of STCIPD. In case the Selected Bidder is found to be in violation of the said policy, STCIPD reserves the right to terminate the SLA in addition to any other remedies for breach, injunctive relief, and indemnity as per the SLA and the applicable laws.

## **17. LIQUIDATED DAMAGES**

In the event of delay in performance and/or non-performance and/ or breach of any of the terms of the agreement, STCIPD will be entitled to liquidated damages as per Service Level Agreement ('Annexure 4')

## **18. TERMINATION OF AGREEMENT**

STCIPD shall have the unilateral right to terminate any agreement (s) formed between STCIPD and the 'Selected Bidder' as per "Termination Clause" of annexed Service Level Agreement ('Annexure 4').

## **19. INTELLECTUAL PROPERTY RIGHTS**

All plans, drawings, specifications, designs, reports, software configuration, customized materials used to provide the services (for such items as source code, object code, user manuals and documentation, by whatever name called) other documents prepared by the Selected Bidder for STCIPD under this RFP shall become and remain the property of STCIPD. The Selected Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from STCIPD, and STCIPD reserves right to grant or deny any such request.

## **20. SUB-CONTRACTING**

Neither the assignment/project hereunder nor any part thereof shall be sub-contracted or assigned by the 'Selected Bidder' without the prior specific written consent of STCIPD. If such consent is granted, the Selected Bidder shall ensure that the sub-contractor complies with all the requirements of this RFP and the assignment/project, and the Selected Bidder shall remain liable to STCIPD for all acts and omissions of the sub-contractor as if they were acts and/or omissions of the Selected Bidder themselves.

## **21. BIDDER'S UNDERSTANDING OF THE RFP**

In responding to this RFP, the Bidder accepts the full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to STCIPD as necessary to gain such understanding. Bidder accepts sole responsibility with regard to any mistake as to fact pertaining to the services sought, and STCIPD shall have the sole discretion to cancel the award to the Bidder who is at material variance with the object of this RFP. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to STCIPD.

## **22. COMMUNICATION**

Verbal communication shall not be effective unless formally confirmed in writing by STCI PD. In no case shall verbal communication govern over written communication. Bidder's queries related to this RFP shall be clarified/resolved at the specified date as mentioned in the schedule of events.

## **23. NO LEGAL RELATIONSHIP**

No binding legal relationship shall exist between any of the Bidders and STCIPD until the award of the assignment and subsequent execution of a Service Level Agreement & Non-Disclosure Agreement (NDA).

## **24. GOVERNING LAWS**

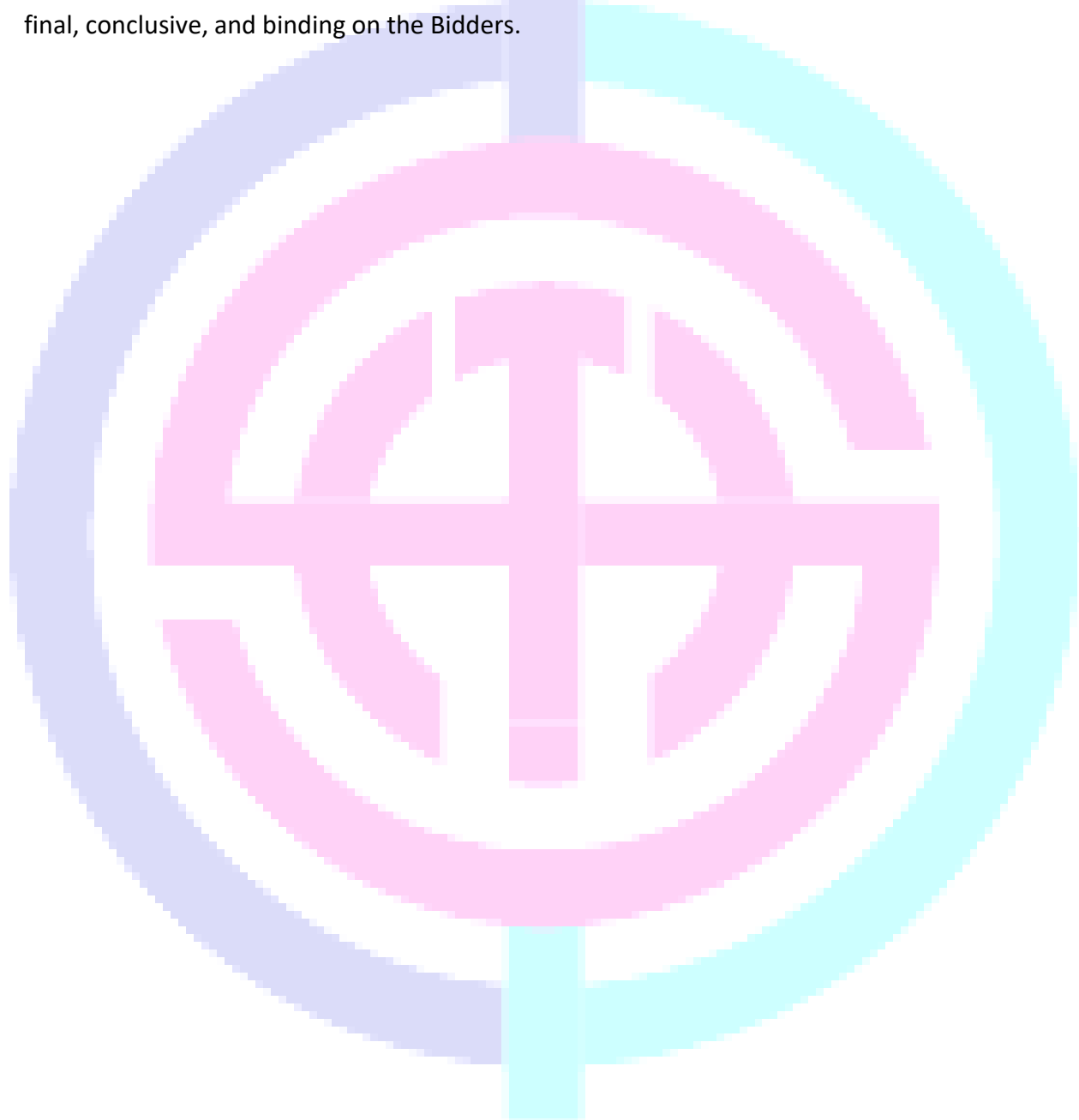
This shall be assignment/project shall be governed by, and construed in accordance with, the laws of India. Any dispute relating to the services shall be submitted to and subject to the exclusive jurisdiction of Courts/Tribunals at Mumbai (Maharashtra-India). Subject to the provisions of the Arbitration clause, if any, contained in the ensuing SLA, the Parties agree to submit to the exclusive jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction.

## **25. ERRORS AND OMISSIONS IN THIS RFP AND ENHANCEMENTS**

Bidders shall bring to notice of the Company any discrepancies, errors, or omissions that may exist within this RFP Document. The Company reserves the right to suitably amend any terms of this RFP document and publish a revised RFP Document.

## **26. CANCELLATION OF THE RFP PROCESS**

STCIPD reserves the right to reject any bid at its sole discretion at any stage without assigning any reason. STCIPD further reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating Bidders. STCIPD further reserves the right to re-issue or re-commence the entire bid process without the applicants having the right to object. Any decision of the STCIPD in this regard shall be final, conclusive, and binding on the Bidders.



**ANNEXURE 1: TECHNICAL BID APPLICATION FORM**

*(on the letterhead of the Bidder)*

Date:

**The Managing Director**

**STCI Primary Dealer Limited**

8th Floor, 'A' Wing, Marathon Innova,

Marathon Nextgen Compound,

Off. G. K. Marg, Lower Parel,

Mumbai – 400013

Dear Sir,

**Ref: 'CONVERSION & MIGRATION OF SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition'**

We, \_\_\_\_\_ (Name of the Bidder), having the registered/corporate office at \_\_\_\_\_, Mumbai, hereby express interest to the referred Request for Proposal (RFP) issued by your Company and offer our services and submit our Technical Bid proposal on ***'CONVERSION & MIGRATION OF SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition'***.

We hereby confirm and declare to have read and understood the scope of work including terms and conditions as stipulated in the referred RFP and undertake to abide by the same.

In response to the referred Request for Proposal (RFP), we hereby provide the requisite information:

1. Responses and supporting documentation to the Pre-Qualification Criteria in the prescribed format, as a 'Bidder' for the Request for Proposal named 'CONVERSION & MIGRATION OF SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition'.

<b>Sr. No</b>	<b>Bidders Eligibility information/ criteria</b>	<b>Response by the Bidder</b>
1.	Name of Bidder	
2.	Brief description on the business activities undertaken by the Bidder within the Indian territorial jurisdiction.	

Sr. No	Bidders Eligibility information/ criteria	Response by the Bidder
	(Specify activities undertaken with respect to SAP and migration assignment thereof)	
3.	<p>The Bidder should be a company registered under the Companies Act, 1956/ 2013.</p> <p>(Provide a certified true copy of the Certificate of Incorporation/ Memorandum &amp; Articles of Association)</p>	
4.	<p>The Bidders Registered Office information and details of the operating office within the local limits of Mumbai.</p> <p>Website/URL of the Bidder</p>	
5.	<p>PAN &amp; GST Details of Bidder (Copy of PAN Card and GST Registration Certificate to be enclosed)</p>	
6.	<p>Bank Account Details for Payment (Cancelled Cheque to be enclosed)</p>	
7.	<p>The Bidder has an average annual turnover of Rs. 50 Crores in the last three financial years i.e., 2020-21, 2021-22 &amp; 2022-23.</p> <p>(Copy of Audited Balance sheet for the financial years i.e., 2020-21, 2021-22 &amp; 2022-23 along with Statutory Auditor's / Practicing Chartered Accountant's certificate on turnover should be submitted)</p>	<p>Annual Turnover details FY2022-23 FY2021-22 FY2020-21</p>
8.	<p>The Bidder has been a profitable organization for last 03 (three) financial years i.e., FY 2020-21, FY 2021-22, and FY 2022-23</p> <p>(Statutory Auditor / Practicing Chartered Accountant's certificate on the net worth should be submitted)</p>	<p>Profit Before Tax (PBT) details FY2022-23 FY2021-22 FY2020-21</p> <p>Profit After Tax (PAT) details</p>

Sr. No	Bidders Eligibility information/ criteria	Response by the Bidder
		FY2022-23 FY2021-22 FY2020-21
9.	<ul style="list-style-type: none"> <li>• The Bidder has an experience in the SAP S/4 HANA implementation or migration/conversion (i.e. Greenfield or Brownfield) projects for at least ten (10) clients:</li> <li>• Out of which specific functional experience in the implementation or migration/conversion (i.e. Greenfield or Brownfield) involving <b>FI &amp; TRM Module</b> for at least three (3) clients/projects.</li> <li>• Please specify the number of SAP S/4 HANA <b>Brownfield</b> migration/conversion projects undertaken.</li> </ul> <p>(Project Order or sign off report or Satisfaction certificate from at least three (3) clients for the completed projects. All such details to be duly signed by the authorised signatory of the bidder stating the year and area of activity)</p> <p>(including ongoing projects and Indian origin clients, if any)</p>	<p>Total number of Projects undertaken in SAP S/4 HANA implementation or migration/conversions :</p> <ul style="list-style-type: none"> <li>• Out of which specific to FI/TRM Module:</li> <li>• Projects undertaken in SAP S/4 HANA Brownfield migrations/conversions:</li> <li>• Projects Completed (specifying the sector of the Company):</li> <li>• On-going Projects (specifying the sector of the Company):</li> </ul>
10.	<p>Total number of SAP S/4 HANA clients supported (till date) whether for implementation/migration/conversion projects and/or support services assignments undertaken:</p> <ul style="list-style-type: none"> <li>• Out of which the number of SAP S/4 HANA clients (till date) which were in the financial service sector (till date).</li> </ul>	<p>Total number of SAP S/4 HANA clients supported (till date):</p> <p>Out of which the number of SAP S/4 HANA clients in the financial service sector (till date):</p>

Sr. No	Bidders Eligibility information/ criteria	Response by the Bidder
	<p>(including ongoing projects and Indian origin clients, if any)</p> <p>(Project Order or sign off report or Satisfaction certificate from three (3) clients for the completed projects. All such details to be duly signed by the authorised signatory of the bidder stating the year and area of activity)</p>	
11.	<p>Number of SAP S/4 HANA support maintenance projects undertaken (till date)</p> <ul style="list-style-type: none"> <li>Out of which Number of ongoing SAP S/4 HANA support maintenance projects as on December 31, 2023</li> </ul> <p>(including ongoing projects and Indian origin clients, if any)</p> <p>(Project Order or sign off report or Satisfaction certificate from three (3) clients for the completed projects. All such details to be duly signed by the authorised signatory of the bidder stating the year and area of activity)</p>	<p>Projects Completed (specifying the sector of the Company):-</p> <p>On-going Projects (specifying the sector of the Company):-</p>
12.	<p>The Bidder shall confirm to have a certification from the Original Equipment Manufacturer (OEM) i.e SAP stating that they are a Gold Partner on record who is capable of utilizing SAP Safeguarding services required for S/4 HANA Implementation/Migration Services.</p> <p>(Certified true copy of the Authorization letter/ Certified partner from SAP)</p>	<p>No of years of authorization with SAP as Certified Partner:</p> <p>Out of which specify the total years of authorization as SAP Certified Gold Partner</p>
13.	<p>The Bidder has not been blacklisted by any department or institution or undertaking of the Government of India and the Government of Maharashtra.</p> <p>(Declaration on the Bidder letter head)</p>	



Sr. No	Bidders Eligibility information/ criteria	Response by the Bidder
14.	Number of SAP Functional Consultants in the payroll of the Bidder (e.g., 2 (MM), 3 (SD), 4 (FICO) etc.)	
15.	Number of SAP Technical Consultants in the payroll of the Bidder (e.g., 2 (ABAP), 2 (BASIS) etc.)	
16.	Number of SAP Certified Consultants in the payroll of the Bidder.	
17.	Bidder shall specify the contact details of the Authorised Person	Authorised Person: Name: Designation: Contact Number: Address:
18.	Bidder shall specify the contact details of the Project Manager or Single Point of Contact (SPOC) for this RFP	Project Manager/SPOC: Name: Designation: Contact Number: Address:
19.	Bidder shall provide a brief profile of the Functional Consultants and Technical Consultant to be assigned for this project.	

*Note: All documents (copies of original documents) to be submitted as part of this bidding process shall be a certified true copy (certified either by the Company Secretary of the bidding company or an authorised representative, duly authorised along with the proof of such authority.) All certified copies to be duly signed and stamped with corporate round seal and shall bear the date of the certification of such document.*

2. A non-interest bearing Earnest Money Deposit (EMD) of ₹ 1,00,000/- (Rupees One Lakh only) by way of a Demand Draft (DD) No \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_, (Bank Name) (Branch details) in the favour of 'STCI Primary Dealer Limited', payable at Mumbai.

While submitting the bid, we hereby confirm and state that:

- a) We have read and understood the terms of the assignment and all having clarification on the matter, we have willingly submitted our bid in response to the RFP.
- b) We are not under liquidation, court receivership or similar proceedings under IBC or any other law, for the time being in force.

- c) The undersigned is authorized to sign on behalf of \_\_\_\_\_(Name of the Bidder) and the supporting documentation signifying the delegation to such authority has been enclosed along with this bid application letter.
- d) We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid.
- e) The information provided by us herein above is correct and we have no objection if enquiries are made about the work listed by us in the accompanying sheets/annexure.
- f) We understand that any information submitted by us, if found to be incorrect or wrong, shall result in the disqualification from the bidding process.

We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Company in the RFP document.

Dated this ..... day of ..... 2024

Duly authorized to sign Bid for and on behalf of

For the \_\_\_\_\_(Name of the Bidder)

(Signature)

(Name)

(Designation- In the capacity of)

Official Seal of the Bidder

Date:

Place:

**ANNEXURE 2: COMMERCIAL BID APPLICATION FORM**

*(on the letterhead of the Bidder)*

Date:

**The Managing Director**

**STCI Primary Dealer Limited**

8th Floor, 'A' Wing, Marathon Innova,

Marathon Nextgen Compound,

Off. G. K. Marg, Lower Parel,

Mumbai – 400013

Dear Sir,

**Ref: 'CONVERSION & MIGRATION OF SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition'**

We, \_\_\_\_\_ (Name of the Bidder), having the registered/corporate office at \_\_\_\_\_, Mumbai, hereby express interest to the referred Request for Proposal (RFP) issued by your Company and offer our services and submit our Technical Bid proposal on ***'CONVERSION & MIGRATION OF SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition'***.

We hereby confirm and declare to have read and understood the scope of work including terms and conditions as stipulated in the referred RFP and undertake to abide by the same.

1. The details of our Commercial Bid are as under:

<b>Sr. No</b>	<b>Components</b>	<b>Unit</b>	<b>Total Cost excluding taxes (in Rs)</b>
1.	Total onetime cost for conversion & migration to RISE with SAP S/4 HANA Cloud including of implementation of additional functionalities as per the detailed scope of work.  • Cost of Implementation includes UAT, Training and warranty period support for 6 months of migration support.	1	

Sr. No	Components	Unit	Total Cost excluding taxes (in Rs)
	<ul style="list-style-type: none"> <li>Support for 6 months during the post go-live Stabilization (PGLS) Period</li> </ul> <p style="text-align: right;">Total (1)</p>		
2.	Off Site Support for a period of 12 months after post go live support period (Annual Maintenance Service) <p style="text-align: right;">Total (2)</p>	1	
	Total (1+2)		

*Note:- 1) No other ancillary/incidental costs like out-of-pocket expenses and/or any other charges (by whatever name called) shall be payable.*

*2) If there is a discrepancy between words and figures, the amount in words shall prevail.*

*3) If there is an error in a total corresponding to the addition or subtraction of sub- totals, the sub- totals shall prevail, and the total shall be corrected.*

2. An Undertaking in the prescribed format.

While submitting the bid, we hereby confirm and state that:

- g) We have read and understood the terms of the assignment and all having clarification on the matter, we have willingly submitted our bid in response to the RFP.
- h) We are not under liquidation, court receivership or similar proceedings under IBC or any other law, for the time being in force.
- i) The undersigned is authorized to sign on behalf of \_\_\_\_\_ (Name of the Bidder) and the supporting documentation signifying the delegation to such authority has been enclosed along with this bid application letter.
- j) We agree that no counter condition/assumption in response to commercial bid will be accepted by STCIPD. We are agreeable to the payment schedule as per 'Schedule & Payment Terms' of the RFP.
- k) The commercial bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- l) We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid.
- m) We have quoted for all the Services/items mentioned in this RFP in our Commercial Bid.

We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Company in the RFP document.

Dated this ..... day of ..... 2024

Duly authorized to sign Bid for and on behalf of

For the \_\_\_\_\_ (Name of the Bidder)

(Signature)

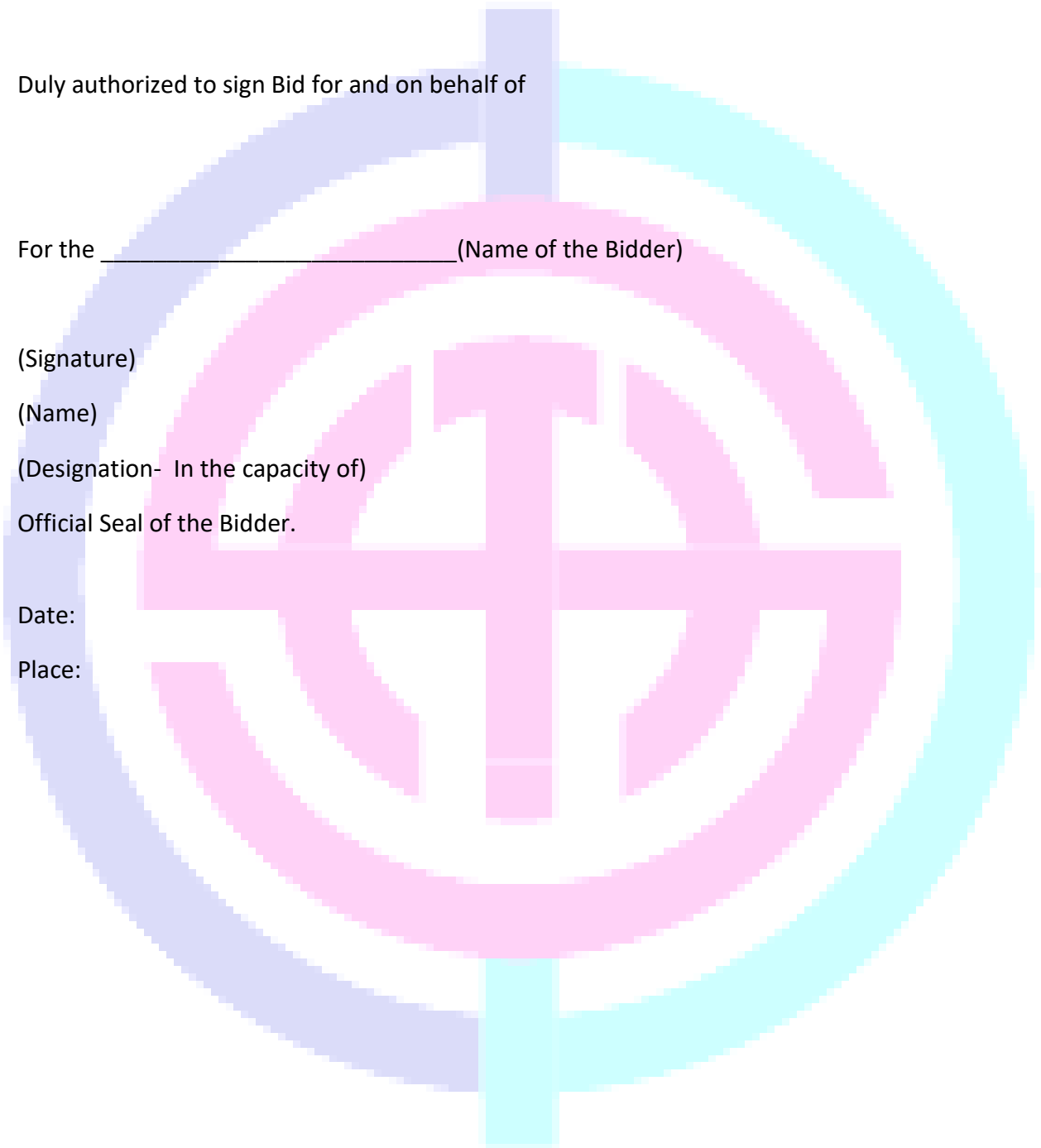
(Name)

(Designation- In the capacity of)

Official Seal of the Bidder.

Date:

Place:



### ANNEXURE 3: UNDERTAKING BY THE BIDDER

*(on the letterhead of the Bidder)*

Date:

**The Managing Director**

**STCI Primary Dealer Limited**

8th Floor, 'A' Wing, Marathon Innova,

Marathon Nextgen Compound,

Off. G. K. Marg, Lower Parel,

Mumbai – 400013

Dear Sir,

**Ref: Bid proposal on 'CONVERSION & MIGRATION OF SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition'**

I, \_\_\_\_\_ (Name of the Authorised Signatory) working as  
\_\_\_\_\_ (Designation of Authorised Signatory) in  
\_\_\_\_\_ (name of the Bidder and Bidder's address in full be mentioned),  
hereby solemnly affirm and declare that I have been authorized by the Bidder to sign the bids.

I, hereby declare and certify, on behalf of the Bidder, that we have accepted all the terms & conditions mentioned in the '**Request for the Proposal: CONVERSION & MIGRATION OF SAP ECC 6.0 System to RISE with SAP S/4 HANA Cloud, private edition**' and we shall abide by all the terms & conditions of RFP, including any corrigendum/amendments issued thereto, if any.

We, \_\_\_\_\_ (Name of the Bidder) hereby certify and state as hereunder:

- a) We have never been involved in any illegal activity or financial frauds.
- b) We have not been blacklisted by any Government Department/ any State Governments or any undertaking of the Government of India/State Governments nor any criminal case is registered/pending against us or our owner/partner anywhere in India.
- c) We certify that all the requirements highlighted as part of Scope of Work, Technical Bid, Agreement, etc., are understood by us and are accordingly covered in totality in the proposal submitted by us.

d) We confirm and certify that the facts mentioned in our response to the RFP are true, complete, and correct to the best of our knowledge and belief.

We note and understand that the Company (STCIPD) is not bound to accept any or all bids as may be received by the Company. Duly authorized to sign Bid for and on behalf of

For the \_\_\_\_\_ (Name of the Bidder)

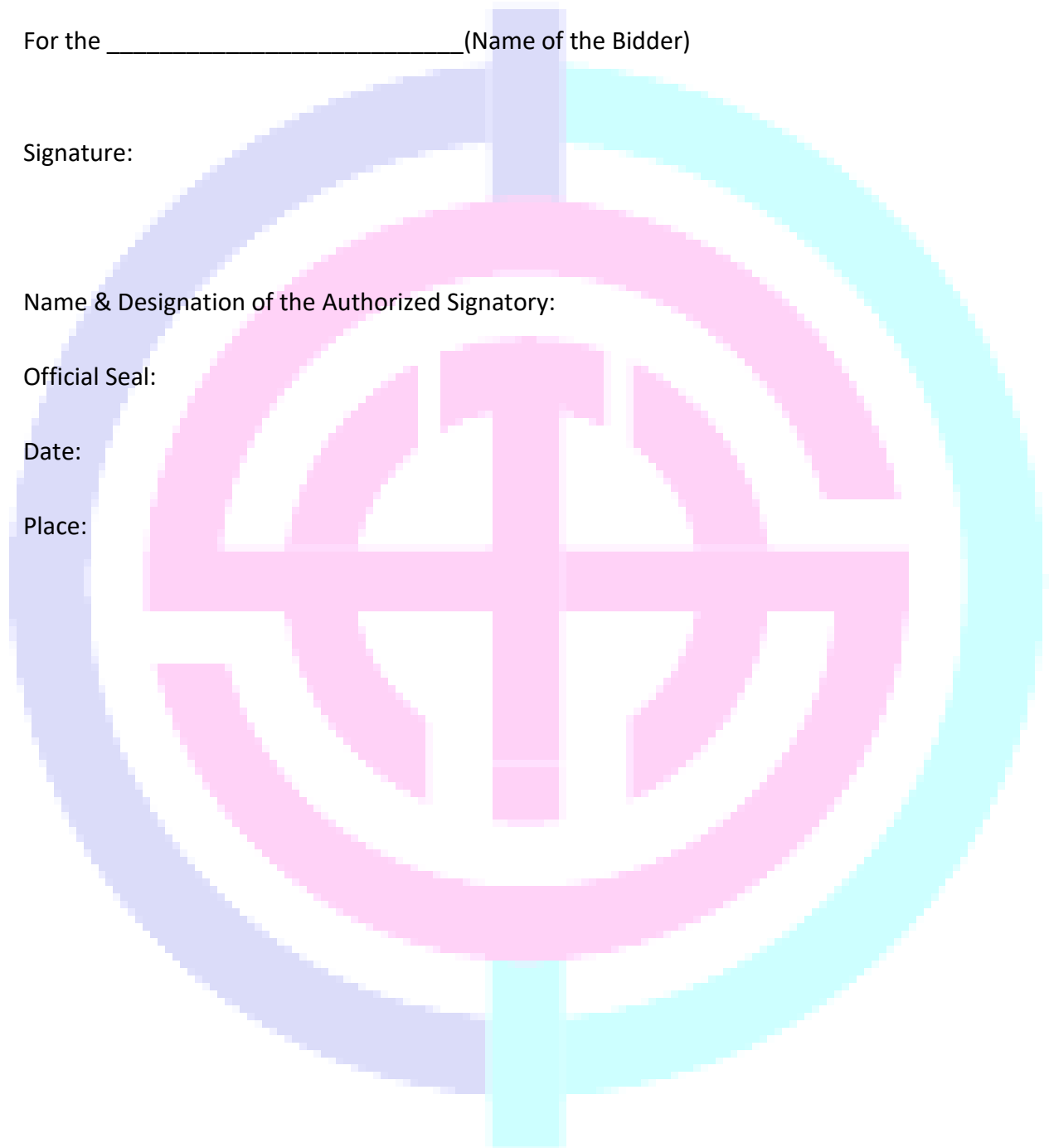
Signature:

Name & Designation of the Authorized Signatory:

Official Seal:

Date:

Place:



## ANNEXURE 4: SERVICE LEVEL AGREEMENT

### (Between STCIPD and the 'Selected Bidder')

(To be on non-judicial stamp paper worth ₹700/-)

This Service Level Agreement (hereinafter "Agreement") made on this \_\_\_\_ day of \_\_\_\_\_, 2024 at Mumbai.

BETWEEN

\_\_\_\_\_, (**Selected Bidder**) a Company incorporated under the Companies Act, 1956/2013 and \_\_\_\_\_ having \_\_\_\_\_ its \_\_\_\_\_ (hereinafter referred to as "Service Provider") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, as the case may be of the ONE PART.

AND

STCI Primary Dealer Limited (CIN: U67110MH2006PLC165306), a Company incorporated under the Companies Act, 1956 and having its registered office at A/B1- 801, A Wing, 8th Floor, Marathon Innova, Marathon NextGen Compound, Off. G. K. Marg, Lower Parel (West), Mumbai-400 013, Maharashtra, India. (hereinafter referred to as "Company") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, as the case may be of the OTHER PART.

The **Service Provider** and **Company** are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

**WHEREAS** the **Company** is a Standalone Primary Dealer accredited and regulated by the Reserve Bank of India and is desirous of availing the services of the **Service Provider** for migration of the **Company's** existing SAP landscape's Oracle database to S/4 HANA Database. (hereafter referred as 'Services')

**WHEREAS** the **Service Provider** has agreed to provide the services as detailed in the Request of Proposal ("RFP") named '**CONVERSION & MIGRATION OF STCIPD SAP ECC 6.0 SYSTEM to RISE with SAP S/4 HANA Cloud, private edition**' issued by the Company along with its clarifications/corrigenda/addenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

**AND WHEREAS** the **Service Provider** is into the \_\_\_\_\_ (business details of Selected Bidder as per Point 2 stated in the Bidder Pre-Qualification Criteria) and has



expressed their desire to enter into an agreement with the **Company** for the supply/availing of services as required by the **Company**.

**AND WHEREAS**, based on the representations made by the **Service Provider**, the **Company** has agreed to enter into an Agreement with the **Service Provider** for supply of herein mentioned services more particularly set out in Annexure 'A' to this Agreement, on the terms and conditions stipulated hereinafter.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

## 1. DURATION

This Agreement shall come into force with effect from \_\_\_\_\_, 2024 and shall remain valid till \_\_\_\_\_20\_\_\_, unless terminated by any of the "Parties".

## 2. TERMS OF SUPPLY OF SERVICE

2.1. The **Service Provider** shall supply service(s) related to \_\_\_\_\_, more specifically described in 'Annexure –A' at the registered office of the **Company** or at any other place as specified by the **Company** from time to time. The **Company** may modify the list of services as per its requirements and shall communicate the modification(s), if any, to the **Service Provider**.

The requisite service provided to the **Company** shall be as per specification / requirements given by **Company** from time to time.

2.2. The cost of supply of services will be as under:

Sr. No	Terms of Services	Duration of services	Amount (in Rs.) (on annual basis)
	<b>Total Annual cost</b>		

which shall be exclusive of all applicable taxes, and payable by the **Company** to the **Service Provider**.

The payment schedule of the services availed shall be as under:

Sr. No	Milestone achieved – Stages on One-time Implementation of the Migration process	Payment Terms
1	After the execution of SLA and NDA	20%
2	Completion of performance testing & system validation of non-PRD (QAS) System Run	20%

3	Completion of performance testing & system validation of PRD System Run	20%
4	Implementation of additional functionalities	20%
5	Completion of Post Go-Live Support	20%

**2.3.** The **Service Provider** agrees and confirms that the employees of the **Service Provider**, if any, deputed at the site of the **Company** by virtue of this Agreement shall be the exclusive employees of the **Service Provider** and shall have no employer-employee relationship with the **Company**.

### 3. RIGHTS & OBLIGATIONS OF SERVICE PROVIDER

**3.1.** The **Service Provider** hereby affirms to availing the \_\_\_\_\_ The **Service Provider** shall be responsible to ensure that \_\_\_\_\_

**3.2.** The **Service Provider** shall be responsible to ensure that the data/information would be encrypted at all lifecycle stages (in motion, at rest and in use), source or location so as to ensure the confidentiality, privacy and integrity of the data of the **Company**. The **Service Provider** further confirms that the data/information of the **Company** shall be stored within the legal boundaries of India as per the extant regulatory requirements.

**3.3.** The **Service Provider** hereby agrees to allow access to the **Company** or any third party authorised by the **Company** or the **Company's** regulator i.e. Reserve Bank of India (RBI), Securities Exchange Board of India (SEBI), for assessment/review of the financial or operational condition or performance of the **Service Provider**, adequacy of the risk management practices adopted, compliance with laws/regulations, etc and review on the security controls or measures taken for rendering/supply of the service as stipulated in this agreement.

**3.4.** The **Service Provider** hereby confirms to have executed/shall execute an enforceable agreement with their partners/vendors/sub-contractors/managed service provider, who shall be providing assistance to them for rendering/supply of the service as stipulated in this agreement.

**3.5.** The **Service Provider** hereby permits the **Company**, either through direct or third party auditor or regulators such as SEBI, RBI, other government agency, to conduct direct audit, inspection of resources (including but not limited to logs, user details, security controls and vulnerability areas), forensic audit to identify the root cause of any incident (cyber security or other incidents) pertaining to the rendering/supply of the service as stipulated in this agreement. In addition, on the request of the **Company**, the **Service Provider** shall be liable

to serve a copy of the Vulnerability Assessment and Penetration Testing (VAPT) and/or Cyber Security Audit Report and/or such audit report conducted with respect to the services rendered by the **Service Provider**.

**3.6.** The **Service Provider** hereby confirms and undertakes to immediately intimate & report to the **Company**, on any breakdown and/or any cyber-attack, threats, cyber-incidents and breaches including but not limited to ransomware attack. In case of any cyber incident, the **Service Provider** shall immediately report to the Company within three (3) hours together with the detailed report on the bugs/vulnerabilities, threats. On due identification and reporting of the cyber-threat, the **Service Provider** shall resolve the issue within three (3) days from the date of incident together and ensure to restore back the services availed. The Service Provider shall also be liable to provide audit logs/trails including but not limited to RCA or other concerned report, as and when requested by the Company.

**3.7.** Delays in the **Service Provider's** Performance: If at any time during performance of this agreement, the **Service Provider** should encounter conditions impeding timely delivery of the Products and performance of Services, the **Service Provider** shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the **Service Provider's** notice, the Company shall evaluate the situation and may, at its discretion, extend the Suppliers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of this agreement. Except as provided in the above clause, a delay by the **Service Provider** in the performance of its delivery obligations shall render the **Service Provider** liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

#### **4. Obligations of the Company:**

- a. The **Company** shall make the relevant payments of undisputed invoices to the Service Provider as detailed in the WO as per the specified timelines.
- b. The **Company** shall also be responsible for the following:
  - The **Company** shall ensure that all request for support services are formally raised in accordance with the procedure prescribed in respect thereof and all such requests conform with the formats agreed upon from time to time;
  - The **Company** shall co-operate fully with **Service Provider** and its personnel in the course of their rendering Services under this agreement and promptly make available information, facilities and services, reasonably required by **Service Provider** or its personnel for the performance of their obligations under this Agreement;

## 5. INDEMNIFICATION:

- 5.1.** The **Service Provider** hereby agrees to indemnify and hold **Company** harmless from any loss, claim, damage, costs or expenses of any kind including attorney's/legal fees, to which **Company** may be subjected by virtue of a breach of the agreement by the **Service Provider**.
- 5.2.** The **Service Provider** also hereby agrees to indemnify and hold **Company** harmless from any loss, claim, damage, costs or expenses of any kind, including reasonable attorney's/legal fees, to which **Company** may be subjected by virtue of any claim on **Company** by any representative, agent, employee or contractor of the **Service Provider** in connection with or incidental to the Services provided and/or covered by the Agreement on the part of the **Service Provider** to be rendered to **Company**.
- 5.3.** The **Service Provider** shall be responsible and liable for and shall indemnify **Company** and keep **Company** indemnified and safe and harmless at all times, against any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by **Company** directly or indirectly by reason of-
- 5.3.1. any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misfeasance, bad faith, disregard of its duties and obligations hereunder, service, act or omission of or by the **Service Provider** and/or its staff, and/or
  - 5.3.2. Any theft, robbery, fraud or other wrongful act or omission by the **Service Provider** and/or any of its staff.
- 5.4.** The **Service Provider** confirms and ensures that Intellectual Property Rights (owned by the **Service Provider** or which the **Service Provider** is licensed to use) required by the **Service Provider** for the performance of the SLA Agreement 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. The **Service Provider** shall keep the **Company** indemnified in relation to any breach of the warranties in this clause.
- 5.5.** The **Service Provider** shall be responsible and liable to indemnify the **Company** against all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature, incurred or caused to or suffered by the **Company**, in contravention of any law, Acts, or rules and regulations, or any amendments thereof.
- 5.6.** The **Service Provider** shall adhere to the Information Security Policy of the **Company**, as amended from time to time. In case the **Service Provider** is found to be in violation of the said

policy, the **Company** reserves the right to terminate this Agreement in addition to any other remedies for breach, injunctive relief, and indemnity under the applicable laws.

**5.7.** The **Service Provider** acknowledges and agrees that the misappropriation or misuse of Confidential Information of the **Company** will result in irreparable and continuing damage to the **Company** for which there may be no adequate remedy at law. In the event of such a breach by the **Service Provider** leads to the **Company** suffering or incurring losses, damages, claims, or expenses, the **Company** shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.

**5.8.** To the extent the **Service Provider** maintains, at its expense, an insurance policy or policies providing liability insurance with respect to the acts or omissions covered by this Agreement, STCIPD shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available there under. The **Service Provider** shall perform all such actions to ensure coverage for the **Company** under such policy during the tenure of this Agreement.

**5.9.** In addition to the indemnities stated above, the **Service Provider** shall indemnify and keep indemnified **Company** from the breach or for non-fulfillment of any of the representations, warranties and/or terms and conditions set out in this Agreement.

## **6. NON-PERFORMANCE OR DEFAULT:**

**6.1.** Without prejudice to the provisions of the Agreement, **Company** may terminate this Agreement forthwith under the following circumstances:

6.1.1. If the quality of the **Service Provider's** performance pursuant to this Agreement is not acceptable in accordance with industry practice or performance standards prescribed by any Authority/Regulator or **Company's** requirement.

6.1.2. If the **Service Provider** breaches any material provision of this Agreement, or if the **Service Provider** fails to meet its debts as they become due, or a petition of bankruptcy is filed by or against the **Service Provider** or any person in effective control of the **Service Provider**, goes into liquidation or receivership, or ceases to do business in a normal and customary manner.

6.1.3. If the **Service Provider** or any person acting for or on behalf of the **Service Provider** commits an act involving dishonesty, fraud, theft, concealment or any such act or omission which is inconsistent with the values of **Company**.

6.1.4. In case of breach of terms and conditions herein by the **Service Provider**.

6.1.5. In the event of force majeure.

**6.2. Other Remedies, Cumulative:** The provisions of this clause shall not preclude **Company** from recourse to any other remedies available to itself by statute or otherwise, at law or in equity.

## **7. CONFIDENTIALITY:**

The **Service Provider** shall maintain strict confidentiality in respect of any of the information pertaining to **Company** and **Service Provider** shall neither, directly nor indirectly, divulge, disclose or reveal to any person except as authorized or required by its duties, or by law, any term/(s) contained in this Agreement or any other information acquired by it in the course of the recruitment process or otherwise in its performance of this Agreement.

The **Service Provider** expressly acknowledges and agrees that any breach of this clause by **Service Provider** constitutes a material breach of this Agreement, which entitles **Company** to immediately terminate this Agreement without incurring any liability to the **Service Provider**.

The **Service Provider & the Company** undertake to maintain absolute confidentiality of the information exchanged or made available to the Company and Service Provider during the tenure of the agreement. The restrictions imposed by this Clause shall not apply to the disclosure of any Confidential Information which is disclosed by the **Service Provider and the Company** to any Authority/Regulator pursuant to the requirement of any law/statute or regulation to which the **Company** or the **Service Provider** is subject to act upon, to the court of law whenever, if ever called for, etc.

The **Service Provider & the Company** has executed a Non-Disclosure Agreement (NDA) dated \_\_\_\_\_ (date of NDA) to enforce confidentiality of the information exchanged or made available to the **Company** and **Service Provider**.

## **8. COPYRIGHT/TRADEMARK/INTELLECTUAL PROPERTY RIGHTS:**

The **Service Provider** shall not use the name, trademark, logo, brand or any other Intellectual Property Rights of **Company** in any of its sales or marketing publication or advertisement, or in any other manner without prior and written consent of the **Company**. The **Company** shall not make unauthorized usage of the software or unauthorized copies of the software. The **Company** will not resale the application/hardware to third parties for profit.



## 9. ASSIGNMENT:

- 9.1. In the event of a reorganization, merger or acquisition or related activity in which the **Service Provider** passes management or control to another, **Company** reserves the right to terminate this Agreement.
- 9.2. The **Service Provider** shall not transfer or assign this Agreement, or any right or obligation under it, by operation of law or otherwise, to any other entity without the written consent of the **Company** and if any such assignment is made, it will be void.
- 9.3. Nothing contained herein shall prevent the use by, or the assignment of this Agreement by **Company** to its parent or to any of its subsidiaries or affiliates, associates or successors.

## 10. TERMINATION:

- 10.1. Either Party hereto shall be entitled to terminate this Agreement at any time by delivering a written notice, of not less than ninety (90) days, to the other.
- 10.2. The Company may, without prejudice to any other remedy for breach of this Agreement, by way of a written notice of not less than 30 (thirty) days, terminate this Agreement in whole or in part:
- If Service Provider fails to deliver any or all the obligations within the time period specified in this Agreement within the scope of work, or any extension thereof granted by the Company.
  - If Service Provider fails to perform any other obligation(s) under this Agreement.
  - Non-adherence to any terms and conditions stipulated in the Request For Proposal (RFP) named 'Conversion and Migration of STCIPD's SAP ECC 6.0 System To Rise with SAP S/4 HANA Cloud, Private Edition' issued by the Company.
- 10.3. The Company may, at any time, terminate this Agreement by giving written notice of not less than thirty (30) days, to Service Provider, if Service Provider becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Company.
- 10.4. In case of breach of any of the terms of this Agreement by the **Service Provider** or upon the occurrence of any event of Force Majeure, **Company** shall be entitled to terminate this Agreement immediately without giving any written notice to the **Service Provider** for the same. At this stage, **Company** shall be entitled to retain from and out of any monies then due to the **Service Provider** hereunder or which becomes due after termination thereof, any

amount which, according to **Company** is due and owing to it by the **Service Provider** arising directly or indirectly under this Agreement.

**10.5.** Upon termination of this Agreement, the **Service Provider** shall immediately deliver to **Company** all the goods and information/documents, held by it and which are in possession/custody/control of the **Service Provider's** staff. The **Company** may at its option, direct the **Service Provider** to furnish any particular information which may on date of termination be required by **Company**. Any breach of the obligation or delay in its implementation shall without prejudice to **Company's** other rights at law; result in damages which shall be quantified by **Company**. This amount may without prejudice to all other rights of recovery vesting by law in **Company** be, also, recovered from the outstanding monies, if any, of the **Service Provider** which may at the date, be outstanding in the hands of **Company**.

**10.6.** In case of non-continuation/termination of this Agreement, the **Service Provider** shall ensure to expunge the data/information securely and permanently erase in disks, backup devices, logs etc and the data shall not remain in recoverable form and provide a confirmation to the **Company** on destruction of records within two (2) working days from termination of service as stipulated in this agreement, after ensuring that the correct and latest data backup of the **Company** has been provided to the **Company** before destroying the same.

**11. FORBEARANCE :** The failure on the part of **Company** to insist upon the performance of any term or condition of this Agreement, to enforce any obligation by the **Service Provider**, to claim a breach of any term of this Agreement, to exercise any right or privilege conferred in this Agreement or to demand any penalties resulting from any breach of any term or condition of this Agreement, shall not be construed as a waiver of any term, condition, privilege, right, power or obligation under this Agreement and it will not affect any subsequent breach and will not prejudice **Company** as regards any subsequent action but the same shall continue and remain in full force and effect.

**12. COMPLIANCE:**

**12.1.** The **Service Provider** agrees that it shall comply with all applicable laws, including the procurement/renewal of licenses, permits and certificates and payment of taxes where required. In particular, the **Service Provider** will comply with and also obtain all necessary licences/ permits / approvals /registrations.

**12.2.** If at any time during the term of this Agreement, **Company** is informed or it comes to **Company's** knowledge that the **Service Provider** is or may be in violation of any law, ordinance, regulation or code (or if it is so decreed or adjudged by any court, tribunal or any other authority), the **Service Provider** shall immediately take all appropriate steps to remedy such violation and comply with the same.



**12.3.** Notwithstanding anything to the contrary contained in or intended by this Agreement, **Company** shall be entitled to terminate forthwith this Agreement or any of its obligations hereunder if there is any introduction of or change in regulations applicable to **Company** which renders the implementation of this Agreement or the discharge of any obligation hereunder contrary to regulation.

**13. SURVIVAL:** The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, shall so survive the completion and termination of this Agreement.

**14. RIGHTS AND REMEDIES:** All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

**15. FORCE MAJEURE:** Notwithstanding anything to the contrary herein contained, **Company** shall have the right to terminate this Agreement, if either Party is prevented from discharging its obligations hereunder due to any cause arising out of related to any Act of God or Act of State, war, riot, civil commotion, terrorism or any other event which may be termed as force majeure. In such case, the Party who has been so affected shall immediately give notice to the other Party and shall do everything reasonably practicable to resume performance, except that **Company** shall not be excused in any event from timely meeting its payment obligation. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of non-performance exceeds 30 days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement.

**16. MISCELLANEOUS :**

**16.1. Paragraph Headings:** Paragraph headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.

**16.2. Severability:** If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

**16.3. Modification:** No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by **Company** and the **Service Provider**.

**17. THIRD PARTY BENEFICIARIES:** Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than the **Service Provider**.

**18. ARBITRATION :** In the event of a dispute, difference or claim between the Parties hereto, arising out of this Agreement or in any way relating hereto, or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavour to settle such difference, dispute, claim or question by mutual consent / discussion, failing which the same shall be referred to the Sole Arbitrator in accordance with the Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force and such arbitration proceedings shall be held in English at Mumbai.

**19. GOVERNING LAW & JURISDICTION:** This Agreement shall be governed by and construed in accordance with the prevailing laws of India and both the Parties hereby submit to the exclusive jurisdiction of the courts of Mumbai.

**20. COMPLETE AGREEMENT:**

**20.1.** This Agreement supersedes any and all agreements or contracts between the Parties hereto in relation to the Services.

**20.2.** This Agreement, together with its Schedule and Annexures is the entire agreement and expresses the complete, exclusive, and final understanding of the Parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by the Parties.

**20.3.** In the event of any conflict or inconsistency between this Agreement and the Annexures, the order of precedence to use in resolving such conflict or inconsistency shall be: the Agreement, the Annexures.

**20.4.** No amendment or change to the Agreement or any waiver or discharge or any rights or obligations under the Agreement will be valid unless in writing and signed by an authorized representative of the Party against which such amendment, change, waiver or discharge is sought to be enforced.

**21. NOTICES & COMMUNICATIONS:**

Any notice or communication under or in connection with this Agreement will be given or sent by mail, courier or by personal delivery at the respective addresses of the Parties set out hereinabove or at any other revised addresses which may be notified, in writing, against clear

acknowledgement by the Parties at a later date.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the date mentioned hereinabove.

For \_\_\_\_\_ (Selected Bidder)

By:

Name:

Designation :

Date:

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

For STCI Primary Dealer Limited

By:

Name:

Designation:

Date:

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

**Annexure of the SERVICE LEVEL AGREEMENT**

*(Scope of Work as detailed in RFP will be incorporated)*

## ANNEXURE 5: NON-DISCLOSURE AGREEMENT

### (Between STCIPD and the 'Selected Bidder')

(To be on non-judicial stamp paper worth ₹500/-)

This **Confidentiality and Non-Disclosure Agreement** (hereinafter "NDA") made on this \_\_\_\_ day of \_\_\_\_\_, 2024 at Mumbai.

between

\_\_\_\_\_, (**Selected Bidder**) a Company incorporated under the Companies Act, 1956/2013 and \_\_\_\_\_ having \_\_\_\_\_ its \_\_\_\_\_ (hereinafter referred to as "Service Provider") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, as the case may be of the ONE PART.

AND

**STCI Primary Dealer Limited** (CIN:U67110MH2006PLC165306), a Company incorporated under the Companies Act, 1956 and having its registered office at A/B1- 801, A Wing, 8th Floor, Marathon Innova, Marathon NextGen Compound, Off G. K. Marg, Lower Parel (West), Mumbai-400 013, Maharashtra, India. (hereinafter referred to as "Company") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, as the case may be of the OTHER PART.

Hereafter, referred to individually as a "Party" and collectively as the "Parties". For purposes of this NDA, the party receiving Confidential Information (as defined herein below), shall be referred to as the "Receiving Party" and the party providing the Confidential Information shall be referred to as the "Disclosing Party".

AND WHEREAS Service Provider and the Company are availing the services \_\_\_\_\_ as per the Scope of Work under Service Level Agreement dated \_\_\_\_\_ 2024. ("Purpose")

AND WHEREAS to facilitate the Purpose, certain Confidential Information (as defined below) will be required to be shared between the Parties.

AND WHEREAS, the Parties wish to protect the Confidential Information (as defined herein below) from any unauthorized use or disclosure in accordance with the terms and conditions of this NDA.

NOW, THEREFORE, in consideration of the promises and covenants contained it is agreed as follows:

**A. Definition of “Confidential Information”**

1. “Confidential Information” means any information disclosed to, received by, otherwise accessed by, or coming to the knowledge of the Receiving Party to this NDA, either orally or in writing, whether disclosed directly or indirectly that:
  - is by its character or nature or by the circumstances in which it is disclosed/received/assessed.
  - and/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or
  - is designated by the Disclosing Party as confidential or identified in terms connoting its confidentiality; or
  - is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever or however disclosed; or
  - the Disclosing Party considers confidential.

and includes but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries; inventions; concepts; software in various stages of development; designs; drawings; flowcharts; specifications; techniques; models; data; database; source code; object code; documentation; methods; processes; policies; procedures; information related to processes; technologies or theory; know-how; marketing techniques and materials; marketing and development plans; business plans; strategic plans; development tools; reports; business records; project records; projections; performance results related to past, present or future business activities of Disclosing Party, its affiliates, subsidiaries and affiliated companies; business manuals; customer/Selected Bidder names and other information related to customers/Selected Bidders, price lists, pricing policies; financial information; and any scientific or technical or commercial information, information and trade secrets;

2. Confidential Information also includes information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
3. Confidential Information shall include any copy, abstract, extract, sample, note or module of any Confidential Information and any part or any extract or summary or derivation thereof

**B. Obligation of receiving party:**

Receiving Party promises and agrees to hold the confidential information received from the Disclosing Party in confidence.

Receiving Party shall not use Confidential Information, the name, or the logo of the other party except for the purpose of this Agreement.

Disclosure of confidential information by Employees or hired institutions or authorized agents of the Receiving party will be deemed as the act by the Receiving Party, thereby, subjecting them to same liability under this NDA.

**C. Information not categorized as “Confidential Information”.**

The obligation imposed, under this NDA, on Receiving Party shall not apply to information which:

1. Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure by the Disclosing Party and without restriction as to use or disclosure.
2. was within the public domain/ public knowledge prior to disclosure by the Disclosing Party or comes into the public domain/ public knowledge through no wrongful act, fault, negligence, or breach of this NDA on the part of the Receiving Party.
3. is independently developed by the Receiving Party without use of, reference to or reliance upon Confidential Information of the Disclosing Party.
4. is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent third-party source (after diligent inquiry) who is free to divulge such information without restriction as to use or disclosure.

Provided, the Receiving Party understands and agrees that:

1. Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public domain/ public knowledge.
2. A combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

**D. Restriction on Disclosure**

Except as otherwise expressly permitted under this NDA, the Receiving party shall hold and keep in strictest confidence all Confidential Information and shall not directly or indirectly, in any way:

- i. Disclose, reveal report, publish, duplicate, copy, transmit or otherwise use or disseminate in any manner whatsoever any Confidential Information of the Disclosing Party.
- ii. use the Confidential Information of the Disclosing Party
  - for Receiving Party's own benefit or that of any third party,
  - to the Disclosing Party's detriment, or
  - for any purpose other than for achieving the Purpose.
- iii. Commercially exploit any Confidential Information of the Disclosing Party.
- iv. acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or
- v. Refuse for any reason to promptly return all Confidential Information of the Disclosing Party if instructed to do so.

#### **E. Permitted Disclosures**

Receiving Party is permitted to:

1. disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's directors, officers, employees, consultants, attorneys, and auditors solely to the extent necessary for achieving the Purpose; provided, that
  - i. before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Disclosing Party no less restrictive than those of this NDA. Such persons shall be strictly prohibited from making any use, publishing, or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.
  - ii. The Receiving Party shall use the same care to avoid disclosure or unauthorized use of Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care including but not limited to execution of a confidentiality agreement with the persons or entities receiving Confidential Information. Receiving Party shall establish and maintain reasonable security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to the Confidential Information.
  - iii. All such Confidential Information shall be labelled as confidential.
2. Disclose relevant aspects of the Disclosing Party's Confidential Information if and to the extent legally compelled or required order of a court of competent jurisdiction to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive



compliance with the terms of this NDA. The Receiving Party shall cooperate with any attempt by the Disclosing Party to seek judicial protection for such Confidential Information.

3. Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

**F. Effects of Unauthorized Disclosure**

1. The Receiving Party will be liable for the breach of, acts and omissions of, and any loss, theft or unauthorized/inadvertent disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.
2. Receiving Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the Disclosing Party will result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy at law. In the event of such a breach by the Receiving Party leads to Disclosing Party suffering or incurring losses, damages, claims or expenses, the Disclosing Party shall be entitled to liquidated damages and legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.
3. The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this NDA and any breaches in security that may or has the potential to affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

**G. Return of documents**

Upon written demand by the Disclosing Party, the Receiving Party shall promptly and in any event within 14 days of receipt of such request, at its own cost:

- a) procure the return or return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control which includes but is not limited to all tangible material embodying the Confidential Information provided, every copy of Confidential Information and copies that have been converted to computerized media in the form of image, data or word processing files whether manually or by image capture or in any other form of storage; and
- b) destroy or have destroyed all copies received or made of the Confidential Information to the extent Confidential Information is held in non-tangible form (e.g., electronic copies); and
- c) Promptly thereafter provide a certificate signed by an Authorized Representative of the Receiving Party certifying compliance with the obligations point (a) and (b) above.



#### **H. Title and Proprietary Rights**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain exclusive title and all intellectual property and proprietary rights in the Confidential Information. The Receiving Party acknowledge that all Confidential Information is owned solely by the Disclosing Party and/or its licensors. No other right, title, license, or interest is granted by a Disclosing Party to a Receiving Party aside from the right specifically granted by this NDA. No license under any trademark, patent or copyright or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, reverse-engineer, decompile, disassemble, obliterate, mutilate, deface, or otherwise interfere with any software, trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol, or logo etc. on such Confidential Information.

#### **I. No Warranty**

The parties warrant that they have the full legal rights required to provide the Confidential Information provided hereunder. All other warranties, express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose are expressly disclaimed. Except for the express warranty provided herein. All Confidential Information is provided "as is" and without warranty of any other nature. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed constitutes any representation, warranty, assurance, guarantee or inducement by Disclosing Party to the Receiving Party with respect to the fitness of such Confidential Information for any particular purpose.

#### **J. No Commitment**

The disclosure of Confidential Information does not and is not intended to represent a commitment by the Disclosing Party to enter any business relationship with the Receiving Party or with any other entity under this NDA. If the Parties desire to pursue business opportunities, they shall execute a separate written Agreement to govern such Business relationship.

#### **K. Term**

This NDA shall commence from the date set forth above and expire with the termination or expiration of the agreement unless earlier terminated in writing by both Parties. This NDA may be terminated by either Party at any time upon ninety (90) days written notice to the other Party. The provisions of this NDA shall however apply to any Confidential Information which may have been disclosed in connection with the discussions and negotiations regarding the Purpose, prior to the date first mentioned above.

Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence the Confidential Information that was disclosed during the Term and the obligations under this NDA shall always remain in effect and shall survive any termination/expiry of this NDA or the Agreement.

#### **L. Arbitration**

The Arbitration proceeding shall be as per the procedure laid down in the SLA Agreement.

#### **M. Governing Law and Jurisdiction**

- a) The validity, construction and performance of this NDA shall be governed by and construed in accordance with the laws of India.
- b) Subject to the provisions of Arbitration clause, the Parties agree to submit to the jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction.

#### **N. Miscellaneous**

- a) No failure or delay by the Disclosing Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- b) This NDA shall not be assignable or transferable (entirely or in part) by either Party (whether by operation of law, sale of securities or assets, merger or otherwise) to any third party without the written consent of the other Party.
- c) This NDA supersedes all prior discussions, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or in and writing by any of the parties or by any officer, employee, or representative of any party with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject hereof.
- d) No waiver or modification of any of the terms of this NDA will be valid or binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
- e) If any of the provisions of this NDA shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable; the remaining portions hereof shall remain in full force and effect.
- f) Upon 45 days written notice, the Disclosing Party may audit the use of the disclosed Confidential Information. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.
- g) The Receiving Party shall not export, directly or indirectly, any technical data acquired from the Disclosing Party pursuant to this NDA or any product utilizing any such data to any country for which the Indian government or any agency thereof at the time of export

requires an export license or other government approval without first obtaining such license or approval.

- h) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case to the address of the other party indicated below. All such communications and notices shall be deemed to have been given and received
- i. in the case of personal delivery or electronic mail, on the date of such delivery,
  - ii. in case of delivery by a nationally recognized overnight carrier and in mailing, within a reasonable period of such mailing.

**IN WITNESS WHEREOF** this NDA has been executed by the duly authorized representative of each Party on the day and year first above written.

For \_\_\_\_\_ (Selected Bidder)

By:

Name:

Designation :

Date:

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

For STCI Primary Dealer Limited

By:

Name:

Designation:

Date:

Witness:

3. \_\_\_\_\_

4. \_\_\_\_\_

## **ANNEXURE 6: ENHANCEMENT IN FUNCTIONALITIES FORMING PART OF SCOPE OF WORK**

As part of the migration activity, the System Integrator shall ensure that in addition to the existing functionalities/features such as data input features, RBI prescribed regulatory return format, multiple format for generation of any report, etc, available in the existing SAP ECC 6.0 system solution which is deployed within the premises of STCIPD, the new SAP S/4 HANA Solution shall provide for below functionalities/customizations, as detailed hereunder:

### **Additional Functionalities for Accounts**

- 1) **Compatibility with Accounting Standards:** The system should be compatible with IGAAP and IndAS. System must support for configuration of multiple accounting and classifications (FVTPL, FVTOCI, Amortized cost and related accounting for initial recognition and its subsequent accounting) based on regulatory requirements, generation of reports based on these accounting subsets and classifications.
- 2) **Audit Trail and Audit Logs:** Proper audit trail for each and every entry passed into any G/L with report generation for all reversal/ modification entries.
- 3) **Handling Trade Date Accounting:** Generate accounting entries on trade date.
- 4) **Related Party Transactions monitoring**
  - When defining counterparties, the system should have the capability for entering related parties.
  - All transactions of related parties should be viewable in a consolidated manner as required.
  - Related Party Transaction report should be generated in which the transaction values of all types of transactions entered with related party are detailed.
- 5) **Financial statements:**
  - **Bank Interface:** Generate automated payment instructions in file format as per the requirements of banks.
  - In case of actual receipt of interest at coupon date or at the time of redemption system should post necessary entries for receipts of interest (including TDS if any) and reversal of accrued interest.
  - Generation of the financial statement (Balance Sheet & Profit & Loss Account) in the prescribed format laid down in the Division III of the Schedule III to the Companies Act, 2013 and in line with the IND-AS accounting standards
- 6) **Fixed Assets and other assets Module**
  - Records of fixed assets including purchase, sale and generate entries as and when required.
  - Generate Depreciation/ Amortisation schedule and pass necessary entries for proper calculation of P & L.
  - Processing of prepaid asset servicing and generating entries accordingly.

#### 7) Invoices generation & GST Compliances

- Generate invoices for all services provided and charges collected and its accounting in line with GST guidelines.
- Generate Outward/Inward register of GST.
- Generate Reverse Charge Mechanism (RCM) related entries.
- Facilitate GST payments and its accounting and provide report for GST return, 2B VS purchase register reconciliation.

#### 8) Expenses

- Generate entries pertains to expenses & fixed assets, based on PO, AMCs & service sheet.
- Facilitate provision for expense related accounting and its calculation.
- Provide expenditure wise report containing details like vendor name, GST No, basic amount, GST, narration, invoice details, TDS deducted etc
- Calculate TDS on advance payment made to vendor and adjust the same at the time of final invoice.
- Details pertaining to GST should be captured (like, input, type of input (goods, service, capital), eligibility/in-eligibility, applicability of RCM, branch to which it pertains.

#### 9) General

- Capture additional fields for TDS deduction and capture of TDS rate automatically etc.
- Store vendor KYC related documents and important vouchers and bills paid with mechanism to retrieve the same as and when required.
- Facility for Sub Ledgers Functionality For Vendor, Customer And Fixed Assets Accounting Under Main GL Ledgers
- Generate accounting entries on trade date, but not limited to Revaluation of Forex and Valuation of investments. Accruals of Income and expenses, amortization of premium (On daily basis)
- TDS deduction shall be net off with TDS deducted on advance payment.
- Generate reports of TDS as required in the format specified in tax audit.
- Ability to calculate TCS.
- Record dividend declarations and able to keep track of dividend received and due to be received.
- Generate report on total dividend received & dividend due for receipt on monthly, quarterly, Half-Yearly & Yearly basis.
- Maker Checker Process for Posting Entries in System except for auto posted entries.
- Generate reports based on .csv/excel/PDF/word/notepad format as per the requirement of the USER.
- Adjustment of advance payment when actual expenses is booked.
- Printing of vouchers with respect to accounting entries passed in the system

#### 10) Reports & Regulatory Reports

- Report of all accounting entries for a user specified period (e.g. daily/weekly/monthly/Quarterly/yearly etc)
- Comprehensive report of all revenue and capital expenses containing details such as vendor name, type, GST no., invoice details, input details, dr. exp head, narration and payment date.
- Statement of Short Term Dynamic Liquidity – DNBS4A
- Statement of Structural Liquidity – DNBS4B
- 
- NBFC: Important Financial Parameters of NBFC - DNBS-01
- NBFC : Important Prudential Parameters DNBS-03
- PDR-IV

#### 11) Vendor Management

- GST related vendor type (e.g. registered dealer, Un-registered dealer, composite dealer etc)
- Multiple GST registration for single vendor
- Record whether vendor is MSME.

#### **Additional Functionalities for Master Creation**

##### 1) Counterparty Creation additional fields required for recording

- Certificate of Incorporation/ Certificate to Commencement of Business etc.
- Certificate of Incorporation/ Certificate to Commencement of Business etc.
- Bank accounts, and IFSC Code (Facility for multiple Bank Accounts, Archive facility for old data too)
- DP Account/ DP Details (Facility for multiple DP Accounts, Archive facility for old data too)
- Details of the custodian
- Limit Setting
- Settlement instructions
- Related parties
- Field for uploading any specific document viz. Important Notes etc.
- KYC review of Counterparty
- Maker Checker functionality for counterparty creation to ensure all mandatory documents are uploaded to the system and checked.
- Credit Rating
- Identification of the counterparty(s) as per FIMMDA classification for valuation purposes
- Legal Entity Identification (LEI) Number

##### 2) Constituent Creation additional fields required for recording

- Details of Beneficial owner/ Controlling Persons
- Mapping to Branches/Custodians
- RBI/SEBI Registration Number
- Certificate of Incorporation/ Certificate to Commencement of Business etc.
- Bank accounts, and IFSC Code (Facility for multiple Bank Accounts, Archive

- facility for old data too)
  - DP Account/ DP Details ((Facility for multiple DP Accounts, Archive facility for old data too)
  - Limit Setting
  - Settlement instructions
  - Related parties
  - Field for uploading any specific document viz. Important Notes regarding the constituent, Board Resolution, CKYC related Information etc.
  - Maker Checker functionality
  - Review of Constituent, if required
  - Facility for Risk Categorisation (i.e. Risk Category : Low/Medium/High etc) and Classification in various segments (viz. Retail, MID, Large etc. )as per the requirement of STCIPD Limited
  - Facility for maintaining KYC update/KYC due status of the constituent.
  - Facility for storing data of Custodian /POA holders etc
  - FATCA details
  - Legal Entity Identification (LEI) Number
- 3) Broker Creation additional fields required for recording
- Settlement instructions
  - Text field (to specify any other information relating to the broker)
  - Marking of Holiday Period
  - Maker & Checker functionality
- 4) Custodian Creation required for recording
- Name of the custodian
  - Contact Person(s)
  - Address - Telephone Numbers (with extensions)
  - Email Addresses
  - Bank Account details (Bank Details, Account Number, IFSC Code)
  - Legal Entity Identification (LEI) Number
  - Maker & Checker functionality
- 5) Instrument Creation required for recording
- Loan Code (Applicable for all securities issued by RBI) & ISIN
  - Entry load
  - Exit load with respect to amount and tenor
  - TDS/non-TDS
  - Shut period definitions & interest period definitions
  - Flexible holiday entry
  - Details of credit rating (viz. Date of rating, valid upto etc)
  - Provision for classification of instruments as tier-I, tier II etc
  - Maker & Checker functionality
  - Holiday master creation facility
- 6) Limits master required with following fields:
- Instrument Specific



- Issuer Specific
  - Dealer level limit.
  - Portfolio level limit
  - Stop loss limit
  - Limits based on asset class
  - Regulatory limits
  - Internal Limit
  - Counterparty limit
  - Short sale Specific limit
  - Limits for When Issued Transaction
  - Gap limit and tolerance level limit
  - Fund utilization limit for LSS/SLF/ICD/Call/Notice/Term
  - Fund utilization limit for IDL/Line of Credit etc
  - User defined Parametric set up MAT/CLT Limits
  - Rating based Limits
  - Group Exposure limit
  - Currency Exposure limits
- 7) STCIPD Entity Creation
- Company Details like Date of Incorporation, RBI Licence/SEBI Certificate, etc
  - Details of Various Departments\*/Branches\* /Users\* with Designation and Email IDs, Contact Numbers (\*Tree type hierarchy structure)
  - Authorized Signatory List and MOP
- 8) Consolidated Reports required:
- Instrument Type List with Internal code numbers and Group codes
  - Instrument List with Issue date Maturity Date, Name of The Issuer, Last Interest Payment Date, Group code etc
  - Details of various counterparties (viz. Traders/ Constituents/ Brokers/ custodians etc)

#### **Additional Functionalities for Back office**

- 1) General Requirements:
- Bulk authorization functionality to save/cancel/reverse any deal.
  - Module for Reconciliation of various stock/ funds i.e. SGL Holdings/CSGL Holdings/Equity and other Non G Sec Holdings on real time basis
  - Perform real time checking of clear stock across various systems (including CROMS and NDS OM) based on pre-defined rules to avoid bouncing of deals and provide clear SGL/CSGL stock availability on a real time basis.
  - Reconcile balances with the RBI on a real time basis, with any mismatch resulting in an alert
  - Compliance Dash Board and generation of alerts for submitting monthly/quarterly/ half yearly/ yearly.
  - Module for Uploading various internal sanctions/Notes/ Board Memorandums etc
  - Module for various charges paid for approval and record. (e.g. CCIL, NSE, BSE,



SHCIL etc)

- Generate a list of confirmations due from counterparties/Branches on a daily basis.
- Recording deal confirmations received through offline 'physical' modes with respect to brokers, counterparties, custodians, banks, etc.
- Upload and sending of confirmations through structured messages by electronic media, e-mails etc
- Auto generation of payment request for brokerage / margin/ cash settlement on due date, as may be applicable for any product with option for the user to modify or delete as the case, may be with proper audit trail with free field to enter narration.
- Report on 'standing delivery' instructions and auto-populate transaction with relevant standing instructions based on transaction parameters (e.g., entity, counterparty, currency if applicable)

2) CSGL Module: The various functionalities required are:

- Facility for risk categorization of the constituent accounts and providing auto generated alerts as per the requirements of Company. The system should provide alerts to the back office/Branch when a counterparty becomes due for review.
- Modification in the risk categorization should be recorded and part of the audit trail facility which would be retrieved, as and when required
- Functionalities for any change in master data with audit trail facility to retrieve the old data as and when required.
- Facility for storing audit related observations and subsequent compliances if any.
- Generate alerts for LEI numbers expiring from the clients, if any.
- Facility for uploading/storing/ and retrieving scanned documents etc, important notes/ sanctions/ deviations /relaxations if any.
- Facility for retrieving signatures of authorized signatories.
- Payment receipts should be generated for each constituent individually, with separate sheet for gross basis and net basis (Drill down option)

3) Reports to be generated:

- Security wise/ constituent wise due amount for coupons/redemptions receivable on a future date for Branches
- Auto generated reports at EOD daily for credit or debit of securities/coupons due/redemption due, security wise/ constituent wise/Branch wise both in PDF and excel.
- Details of AMC charges Due/Paid/waived status on real time basis with manual overriding only by specific user, Free fields will be required for additional information/ sanctions etc.
- Auto generated emails to the constituents/Branch for Settlement Copy/ Balance certificate as soon as the trade is marked as authorized and charges confirmed by back office for verification.
- Auto generated alerts viz. account becoming dormant/inoperative, AMC

charges due at specific intervals.

- Portfolio analysis reports for constituent such as Profit / loss pre & post tax/ Transaction charges
- Deal dump with fields which can be customized as per client requirement (in CSV/PDF/Excel), Valuation/ MTM of outstanding portfolio.
- Business generated from constituent by Branches.
- Charges Pending for each constituent/Branch wise (Income Leakage)
- Maintenance and tracking of all forms related to pledge, lien, hypothecation of government securities for constituents and maintain necessary workflow for the same.

#### 4) Reports required for Regulators.

- Statement mentioning details of transaction effected between constituents.
- Statement of Ownership Pattern of Government Securities held in the Gilt Accounts
- Balance Certificate- for constituents/ Branches/ Post transaction on settlement day/ Fortnightly/ Quarterly /at frequent intervals as per requirements of the constituent
- Data on secondary market turnover for retail and mid segment investors
- Reports on Non Competitive Bids received and successful amount if any in the Primary Auction

#### 5) Money Market Transactions and various reports

##### a) NDS CALL related

- All deals to be made through STP processing with options of single/bulk/auto authorization.
- MIS reports generated Branch wise/ counterparty wise separately for CALL/Notice/Term money at EOD/Intraday for all transactions.
- Auto generated call deposit receipts as alerts to be sent by email to Branches / constituents for verification.
- Upload facility for Branches to upload verified scanned Deposit receipts and also user defined field for having received the verified scanned deposit receipts from the Branch.
- Reports on Counterparty Limit Breaching if any
- Facility for recording transaction details of receipt and payment for the funds borrowed/lent.
- Borrowing reports based on counterparty name, instrument type and any other grouping as required.

##### b) TREPS Related

- All deals to be made through STP processing with options of single/bulk/auto authorization for proprietary deals.
- Record of securities pledged for the proprietary transactions and on the request of the constituent to CCIL to meet borrowing requirements.

- c) Transactions done through CROMS
- All deals to be made through STP processing with options of single/bulk/auto authorization for proprietary deals.
  - Auto generation of cash flow entries for transactions made for proprietary deals.
  - System should be capable to capture deals done over Interest Payment date and in new securities especially on issue date on 31<sup>st</sup> of the month
  - For all the cash flows with respect to repo accrued interest should be calculated & captured accurately
- d) For Gilt Account Holders (GAH) Deals
- Repo borrowing/lending with Constituents: System should credit/debit the security in separate module without affecting the WAC of the portfolio and auto reversal in all eligible cases.
  - Market repo transactions of Constituents: System should allow to upload necessary documents and set limit for lending, if required
  - All deals once authorized by back office user should immediately flow to the system through STP mechanism. The system should have the capabilities to check for clear security holding and provide alerts immediately, if such clear security holding is not there in counterparty/proprietary holding. Once the trade is successfully authorized and settled by the system, the system should block/reduce the same in, counterparty/ proprietary holding.
  - Facility for uploading verified scanned deal confirmations received from counterparties.
- 6) Facility for Government Securities Lending (refer RBI (Government Securities Lending) Directions, 2023 dated December 27, 2023): All deals to be made through STP processing with options of single/bulk/auto authorization with auto generation of deal slips/confirmations for verification by the Branch/ Counterparty.
- 7) Facility for Liquidity Support Scheme: The system is required to have necessary inbuilt facility for acceptance of securities by the user (Front End) and auto generate reports for onward submission to RBI.
- 8) Facility for Repo in Corporate Bonds: System should credit/debit the security without affecting the WAC of the portfolio and auto reversal in all eligible cases.
- 9) Facility for processing transactions /settlement in E Kuber
- Automatic (With automated data fetching from the required site at pre-defined time)
  - Daily reconciliation of SGL and CSGL security Holding
  - Daily reconciliation of Funds
  - Facility for Single/Bulk/ Auto authorization of deals entered by Front office with facility for rejection, in case of any errors with proper audit trail.
  - Daily tally of coupon and redemption amount with reports generated at various and provision for tallying them with E Kuber and provision for saving them for future needs/ requirements.

- Facility for sending email communication to custodian/Branches regarding successful amount of securities.
- Facility for entering underwriting amount and GST amount whenever required and generation of accounting entries.

10) Equities and Non SLR

- Equities: Provision for updating bonus declaration, share split up, dividend declaration, spin offs & mergers/demergers, or any other issue or aspect that affects the holding rate of the shares and affects the portfolio value.
- Secondary market transactions in CD, CP and Corporate Bonds: Reporting requirement in FTRAC, Funds /Security settlement in NSCCL/ICCL etc, Participation and settlement of funds/securities in EBP/RFQ platform

11) Value Free Transfer: Capability to process instructions and save data related to transfer of securities under Value Free Transfer mechanism.

12) Interface with e-Kuber to read Primary Auction files and generate required information.

13) Real Time alerts / pop ups required.

- Auto alerts/pop up if a deal is entered and remain unauthorized for a long time (say for more than 15 mins).
- Auto alerts/pop up for deal entries not authorized and remaining in initiation stage.
- Confirmation on reversal of entries of previous day
- Auto alerts/pop up for deal entries authorized but not settled
- Confirmation on Funds settlement Status
- Confirmation of Security settlement Status

14) Processing of Payments

- Automatically generate a payment request on the settlement date as well as provide alerts.
- Record relevant approvals for payments for concluded deals.
- Generate electronic payment instructions from SAP to RTGS.
- Generate standardized letters for payments (for making payments to CCIL, NSDL, DP, etc)
- Computing and payment processing for other transaction costs as applicable: e.g. Custodian Charges/ Depository Charges etc.
- Generate Transaction charges reconciliation system i.e. Transaction charges calculated by the system and actual charges paid with option to modify /change if required. The system should be able to handle various modes of repayment including by cheques, pay orders, demand drafts etc.

15) Audit Trail and Audit Logs: Proper audit trail for entire deal flow maintained for audit of accounts. The system should have the maker and checker facility, log all rectifications or modifications and the approval authority who makes these changes.

## Additional Functionalities for Mid office

- 1) Regulatory and compliance reports
  - PDR III with VaR backtesting and Market risk capital charge aggregation report as per standardised model
  - PDR IV (asset and liabilities data)
  - Interest rate sensitivity
  - Stress testing Reports including monthly stress testing as per RBI format. Single Exposure & Group Exposure reporting
  - Turnover and turnover ratio report
  - Underwriting Commission Report (MUC and ACU)
  - Success Ratio Report for T-bill auctions
- 2) MIS and risk reporting
  - Report on risk measures like Duration, Modified Duration, Convexity, PV01, with option to drill down to Dealer level, Portfolio level, group level as required.
  - Limit tracking & Exceptions reports
  - CRAR as per both ICAAP & RBI Methodology
  - Real time rate Scan Report on the basis of external rate feeds (from Bloomberg or Reuters or NDS-OM) or manual feeds.
  - Real time stop loss report with trigger generation.
  - Securities position bucketing report by duration/maturity/yield/coupon/price (both book value and face value)/rating etc.
- 3) Costing Methodology : Support multiple costing methodology :- Weighted Average cost method /FIFO method etc.
- 4) Interface with external third-party pricing systems viz. CCIL, RBI, NSE, BSE, FBIL, Reuters, Bloomberg, Cogencis etc.
- 5) Profit and Loss attribution using drill down capabilities, e.g. deal, dealer, security, portfolio level etc and also graphical depiction.
- 6) Portfolio valuation
  - MTM valuation at portfolio and sub portfolio level on settlement date as well as trade date basis and on a real time basis with daily MTM reports available at security level, asset level, dealer level.
  - Capture market quoted prices of all market traded instruments on a daily basis for the entire portfolio consisting of equities, bonds, forex and interest rate derivatives positions.
  - Calculate the average YTM/ IRR/XIRR on assets & liabilities at Company/portfolio level.
  - Hedge effectiveness testing of derivatives deals with underlying assets / liabilities
- 7) Var Calculation

- Generate VaR using Historic Simulation/ Parametric method and also generate backtesting reports, which will be used as an input for Market RWA calculation taking past 60 days data into consideration.
- Reports to be generated at various levels (viz. Portfolio wise VaR, Security Wise Rolling VaR data, 1D,15D VaR etc) .

#### 8) Capital & Capital Adequacy Ratio Computations

- Compute market risk capital as per the standardised model for PDs on a daily basis (as per RBI's PD guidelines)
- Calculate modified duration and convexity for the capital computation under standardised model.
- Segregate capital based on different instruments - interest rate instruments, equity instruments, un-hedged foreign exposure, etc
- Compute using both the standardised model and the VaR based internal model and pick the maximum of the two as the final market risk capital charge
- Compute the expected shortfall (ES).
- Compute Credit Risk Charge as per Standardized Method.
- Compute Operational Risk charge as per Basel norms.

#### 9) Market Data Storage & Management

- Store on a daily basis the following information: Market structures (yield curves), Market prices (for quoted instruments), Net Present Values and Risk parameters at transaction level, Scenario Results at transaction level, Profit & Loss results at transaction level, Position data for all the deals drawn from the treasury system.
- Import historical market prices files from external vendors for volatilities and correlations calculations for transactions.
- Store historical market rates information through automatic End-Of-Day procedures.

#### 10) Calculate Net Interest Margin (NIM) on aggregate and asset wise level and dealer level also (in absolute & % terms)

- Assessment of impact of change in the interest rate on the Company's NII (Net Interest Income) and NIM (Net Interest Margin) for various interest rate shock scenarios.

#### 11) Portfolio Maintenance (OIS, MIBOR swaps etc)

- Maturity bucket wise outstanding, MTM, accruals etc.
- PVBP and Key Rate Duration bucketing of outstanding positions.
- Valuation reports
- Internal tagging of offsetting exposures for analytical purposes.

#### 12) Stress Testing – Sensitivity and Scenario Analysis

- Stress testing at firm level, portfolio level and trade level based on historical real as well as hypothetical user definable scenarios.
- Shield in yield curves, OIS rates, equity indices, equity prices, spreads, rating migration



- and any other parameter as desired.
- Shield in other calculation parameters, including but not limited to spreads over benchmark curves and between market curves, volatilities and correlations, etc.
- Display results using drill down capabilities as well as display graphic representation of scenarios results.
- Compute reverse stress testing.

13) Credit Rating Migration: Maintain all historical internal as well as external rating migration records also having provision for uploading/storing attachments containing the rating rationale.

### **Additional Functionalities for Interest Rate Derivatives & Forex (Currency Futures) Derivatives**

1) Complete life cycle for operations pertaining to deals undertaken in Interest Rate Futures (IRF), Interest rate Swaps (IRS), Overnight Index Swaps (OIS) and Bond Forwards including

- Deal Entry: Interest Rate Futures (IRF), Interest rate Swaps (IRS), Overnight Index Swaps(OIS), Bond Forwards .
- Back office: Compute periodic interest/principal payments/receipt, interest accruals, maturity payments, interest rate reset, etc.
- Interest Accrual & Valuations: Computation of deal wise interest accrual as on date/ for a particular period, interest projections. Valuation of all outstanding deals on daily/monthly basis including computation of credit exposure, hedge effectiveness test, calculation of daily variation margin and collateral requirement.
- Accounting: Accounting entries for capturing the entire life cycle of the product, revaluation of outstanding assets on daily basis.
- Interface: Interface with Asteroid/ Reuters/ Bloomberg for uploading of daily/month- end rates. Additionally MS-Excel/csv upload functionality
- Limit Maintenance & exception reporting for breach of limits: Comprehensive and overall limit maintenance, real time limit tracking, prudential limits such as VaR, dealer limits, consolidated open position (Daily/Month end), and exception reporting for breach of limits.
- Reports/MIS Reports: Rate Scan report, settlement reports, outstanding deals, deals blotter, limit monitoring report, pre-deal analysis, settlement reports, etc.

2) Complete life cycle for operations pertaining to deals undertaken in Forex (Currency Futures) Derivatives denominated in USD, EUR, JPY, GBP currencies.

- Deal Entry: Deal entry for Forex (Currency Futures) Derivatives.
- Back office: Settlement for Forex (Currency Futures) Derivatives
- Accounting: Accounting entries, revaluation of outstanding assets on daily/monthly basis.

- Interface: Interface with NSE/ Reuters / Bloomberg for uploading of daily/month-end rates/ rate scan as well as MS-Excel upload functionality.
- Limit Maintenance & exception reporting for breach of limits: Comprehensive and overall limit maintenance, real time limit tracking, VaR, dealer limits, consolidated open position (Day/ Month end),
- Reports/MIS Reports: Rate Scan report, settlement reports, outstanding deals, deals blotter, limit monitoring report, pre-deal analysis, settlement reports etc.

### **Additional Functionalities for Front office**

- 1) Portfolio Prudential & Risk Limits Details:
  - Display dynamic information like Mark to Market, VaR, PVBP, risk parameters at portfolio level, drop down at Dealer level.
  - Also generate charts/graphs/analytics on selected information of the portfolio at Trader, Asset class, Portfolio, Sub-portfolio or any other level as desired
- 2) Capturing of Trades: User-wise auto refresh blotter functionality which is user specific view only.
- 3) Scenario Analysis: Calculators to support pricing of money market instruments, other fixed income securities including STRIPS and derivative products.
- 4) Alert system for limit breaching (Counterparty/Dealer/Regulatory) with hard/soft warnings to defined user in case of limit breaches.
- 5) Processing of OTC reported deals on NDS OM as well as RFQ trades executed on NDS OM
- 6) Classify the trades with reference to the trading book /investment book/ at Branch level/Company level with WAC, yield profit calculation etc separately.
- 7) Primary Auctions:
  - Facility for SWITCH auction and OMO (Both Purchase and sale) by RBI
  - Facility for preparation of manual bids for participation in primary auction
- 8) Transfer pricing: Record transfer price (between 2 dealers/branches) for real time monitoring and P&L attribution of Dealer/ branch and sales people.
- 9) Interfaces: Facility to attach any document (preferably in pdf format) along with the trade. Such documents should also be stored and retrieved as and when required by the user.
- 10) System should be able to interface with market monitoring platforms such as CCIL/ Reuters/Bloomberg/Cogenesis seamlessly.