

SBICap securities limited
Marathon Futurex, 12th Floor, B –Wing,
N M Joshi Marg, Lower Parel, Mumbai 400013

REQUEST FOR PROPOSAL
OF
DERIVATIVES STRATEGY BUILDER, SMART OPTION CHAIN and MULTI-LEG STRATEGIES MODULE

Sr. No.	Activity	Details
1	RFP Number	SSL/RFP-PR01/2022-23
2	Bid Document availability including changes/amendments, if any to be issued	RFP may be downloaded from Company's website https://www.sbisecurities.in/procurement-news
3	Release of RFP	5 th Jan, 2023
4	Pre Bid	Queries on email
4	Technical & Commercial Bid submission	24 th Jan, 2023 - 16:00 Hrs.
5	Technical Bid Opening	25 th Jan, 2023 - 16:00 Hrs. (Tentative Date)
6	Technical Bid Evaluation and Presentation of shortlisted Service Providers	26 th Jan, 2023 - 16:00 Hrs. (Tentative Date)
7	Opening of Commercial Bids (Technically Qualified bids)	27 th Jan, 2023 - 16:00 Hrs. (Tentative Date)
8	Method of Selection	The method of selection is Techno-Commercial.
9	Reverse Auction	6 th Feb, 2023 - 14:00 Hrs. (Tentative Date)
10	Bid Submission Contact Details	SBICAP Securities Limited, Marathon Futurex, 12th Floor, B Wing, N. M. Joshi Marg, Lower Parel, Mumbai, Maharashtra, India. Pincode: 400 013 Email IDs for queries related to RFP: Digitalinitiatives@sbicapsec.com , SSLIT-Procurement@sbicapsec.com
11	SSL - Contact Details	Mr Harshit Shetty (Manager - Product) Mob - 9967253441 Email – harshit.shetty@sbicapsec.com Mr Ruchit Adhiya (AVP- Product) Mob- 9821555734 Email – ruchit.adhiya@sbicapsec.com

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1. Background

SBICAP Securities Ltd (SSL) is inviting bids from eligible Bidders for Development, Integration, Configuration, Commissioning and Maintenance of derivatives strategy builder, smart option chain, multi-leg strategies module and integration with SSL systems. The Bidder should be an authorized partner and competent enough to install, configure, maintain and support the proposed derivative strategy solution setup.

2. Invitation of Tender Bids

This RFP is an invitation for bidder responses, No contractual obligation on behalf of the SSL whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the SSL and the successful bidder. However, until a formal contract is prepared and executed, this offer together with SSL's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by SSL shall be binding between the SSL and such Bidder.

3. Eligibility Criteria

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

1. The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India for last 2 years from the date of RFP. (Certificate of incorporation/Registration is to be submitted).
2. The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2019-20, 2020-21, and 2021-22). This must be the individual company turnover and not that of any group of companies. (Copies of the audited balance sheet and Profit/Loss statement of the firm is to be submitted.)
3. The bidder should be the sole proprietor of the Proposed Solution on the date of RFP, with an authority to sell, upgrade, supply, service and maintain the proposed Solution.
4. The bidder must have own/Rented/Registered support offices in India.(Address and Contact details should be submitted)
5. Bidder must have supplied & implemented the Proposed Solution in Two (2) BFSI during the past 3 years in India.
6. The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.

Note: Vendor must comply with the above mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. SSL reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

4. Broad Scope of Work

SSL proposes to procure derivatives strategy builder, smart option chain and multi-leg strategies module with 3 years of support.

The scope of work includes the following but is not limited to:

1. The scope of the work is development, integration, configuration, commissioning and maintenance of module procured under this RFP with its features to be integrated with SSL systems. The bidder will provide support and maintenance of the module during the support period of 3 year.
2. The bidder has to ensure support (24x7 with 30 minutes response & fixing the issues within 6 Hours) as and when required for resolving all issues related to the module and other required features procured in this RFP, during ATS (Annual Technical Support) period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).

3. The support cost of the module will be included in capital cost of the products. The product support period will commence after installation, configuration and sign-off of the project with agreed period.
4. The Bidder will provide the support & service as per **Annexure-A** and Technical Specification (**Annexure-B**) of the RFP.
5. Module and its features delivered under this RFP should be covered under comprehensive ATS.
6. The major responsibility of the bidder is development, integration, configuration, commissioning and maintenance of derivatives strategy builder, smart option chain, multi-leg strategies module and integration with SSL systems. The detail scope covers end to end integration of whole module and making them operational, imparting training on the same to SSL officials.
7. Technical and functional documentation of the entire project should be submitted to SSL in Printed / Digital Book Format.
8. The module will be tested by our Information Security Team for any vulnerabilities, before the module go-live and on periodic intervals post go-live. Bidder shall be responsible for providing fixes and closing the vulnerabilities as and when it is brought to notice.

5. Prize Freezing

The prices finalized shall remain valid for 6 months from the date of reverse auction. SSL may place purchase order for additional requirements at the discovered price through this RFP process within one year from the date of purchase order.

6. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and SSL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Instructions for Bid Submission

7.1. Bid Security/EMD(Refundable)

- 7.1.1. The bidder should deposit bid security of Rs. 500,000/-(Rupees Five Lacs Only) in the form of a demand draft favouring SBICAP Securities Limited, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank. Bank Guarantee should be valid for minimum 6 months from the date of issuance of RFP with claim period of 45 days.
- 7.1.2. EMD should be submitted to Mr Harshit Shetty (9967253441) of Digital Initiatives Department, along with tender documents.
- 7.1.3. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. Other terms & conditions relating to Bid security is as under:
 - 7.1.3.1. No interest will be payable on the Bid Security amount.
 - 7.1.3.2. Unsuccessful Bidder's Bid security will be returned after completion of tender process.
- 7.1.4. Bid Security will be forfeited in the following cases:
 - 7.1.4.1. If a bidder withdraws its bid during the period of bid validity; or
 - 7.1.4.2. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
 - 7.1.4.3. In case of any technical issues during reverse auction, if SSL decides to re-conduct reverse auction and any of the shortlisted bidder does not participate in the re-reverse auction at least by way of log in.
- 7.1.5. In case of a successful Bidder, if the Bidder fails:
 - 7.1.5.1. To execute Contract within the stipulated time or
 - 7.1.5.2. If the bidder refuses to accept the corrections of errors calculated in accordance with the terms of RFP.
 - 7.1.5.3. The successful Bidders Bid security will be discharged upon the Bidder on Project Signoff.

8. RFP Process

- 8.1. The technical and commercial proposal with the relevant information/documents/acceptance of all terms and conditions as described in this RFP document will be submitted at the below mentioned Address clearly Mentioning “**Technical Bid for Procurement of Derivatives strategy module**” and Second Envelope Clearly Mentioning “**Commercial Bid for Procurement of Derivatives strategy module**”.

Product Department,

SBICAP Securities Limited,

Marathon Futurex, 12th Floor, B Wing, N. M. Joshi Marg, Lower Parel, Mumbai – 400 013.

Maharashtra, India.

Email ID: digital.initiatives@sbicapsec.com

8.2. The Bidders will have to submit the duly signed tender documents and all Annexure Forms as part of technical bid.

8.3. Please find below the RFP schedule for submissions and evaluations.

1.	Release of RFP	5 th January, 2022
2.	Pre-Bid	Queries on email
3.	Technical Bid submission	24 th Jan, 2023 - 16:00 Hrs.
4.	Technical Bid Opening	25 th Jan, 2023 - 16:00 Hrs. (Tentative Date)
5.	Technical Bid Evaluation and Presentation of shortlisted Service Providers	26 th Jan, 2023 - 16:00 Hrs. (Tentative Date)
6.	Opening of Commercial Bids	27 th Jan, 2023 - 16:00 Hrs. (Tentative Date)
7.	Reverse Auction	6 th Feb, 2023 - 14:00 Hrs. (Tentative Date)

8.4. The bidders are requested to note that:

8.4.1. They cannot make their submission after the time stipulated above and no extension of time will normally be permitted for submission of bids.

8.4.2. It is mandatory to have a valid digital certificate issued by any of the valid Certifying Authority approved by Government of India to participate in the online Reverse Auction. The bidders are requested to ensure that they have the same, well in advance or if any assistance is required for the purpose, Bidders can contact our service provider (M/s e-Procurement Technologies Ltd.).

9. List of the Annexures to be submitted online as mentioned below :

S/N	Particulars	Annexure	To be submitted with
1	Technical Specification	Annexure-A	Technical Bid
2	Commercial Bid	Annexure-B	Commercial Bid
3	Eligibility Criteria	Annexure-C	Technical Bid
4	Non-Disclosure Agreement (NDA)	Annexure-D	L1 Bidder

10. Terms & Conditions :

10.1. SSL reserves the right to accept in part or in full or reject the entire quotation and cancel the entire tender, without assigning any reason there for at any stage.

10.2. Any terms and conditions from the Vendors are not acceptable to the SSL.

10.3. SSL reserves the right to impose and recover penalty from the vendors who violate the terms & conditions of the tender including refusal to execute the order placed on them for any reasons.

10.4. Not with standing feature set mentioned in the Tender the feature set are liable to alteration by omission, deduction or addition. Payment shall be regulated on the actual work done at the accepted rates and payment schedule.

10.5. The L1 rates finalized discovered will be valid for 06 months and the L1 vendor is bound to execute the orders placed at L1 rates during the duration of the contract.

10.6. The prices should be exclusive of all taxes, the vendor should arrange for obtaining of permits wherever applicable.

10.7. During the validity period of tender quotes, any upward change in the exchange rate/ excise duty and customs duty are to be borne by the vendor. In the event of any downward revision of levies/duties etc., the same should be passed on to SSL, notwithstanding what has been stated in the quotation or in the Purchase Order.

10.8. The Vendor should attach all the related product literature, data sheets, hand-outs, evaluation reports, Bill of Material etc., pertaining to the Product for which the Vendor has quoted.

10.9. SSL may changes the bid evaluation criteria at its own discretion after receipt of bids from competent bidder. SSL also reserves the rights to remove components from Commercial bid for evaluation purpose and for releasing the work order for partial scope.

10.10. SSL will notify successful Bidder in writing by way of issuance of purchase order through letter or email that its Bid has been accepted. The selected Bidder has to acknowledge by return email/letter in token of acceptance.

10.11. Penalties for Delayed Implementation - The Implementation should be started immediately from the date of Delivery of the Software licenses and/or hardware. If delayed, SSL will charge a penalty of 1% of order value for every week of delay, subject to a maximum of 5% of the order value or will lead to cancellation of the purchase order itself.

10.12. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

11. Delivery:

Delivery should be done within 9 months of date of receipt of the purchase order.

12. Payment Terms:

Payment will be done on per module basis, 50% payment of the module value will be done after successful delivery in UAT. 40% will be paid after all the issues raised in UAT phase are fixed and error free go live of the module. The balance 10% will be paid either after expiry of the warranty period of three years or against the submission of the Performance Bank Guarantee (from a Scheduled Bank) valid for three years. The Bank Guarantee should be given in the name of SBICAP Securities Limited and will be accepted after six months from the date of purchase order. In case, the products supplied by the vendor have any defects or the vendor is not able to adhere to the support committed in the proposal, SSL may decide to invoke the Bank Guarantee or deduct a suitable amount from the retained 10%.

13. Submission of Bids

A two-stage bidding process will be followed for evaluating the bids. The bidders should submit their responses to this RFP in two parts, i.e., first Technical Bid and Commercial Bid and second after techno-commercial evaluation the short-listed bidders will be called for Reverse Auction.

13.1. Technical Specification as detailed in **Annexure – A**

13.2. Commercial Bid as per **Annexure – B**.

13.3. Bidders Organization Profile Eligibility criteria along with supporting documents as per **Annexure – C**.

14. Bid Evaluation Process

14.1. Bidder Eligibility Criteria

14.1.1. Bidder Profile and experience in the industry.

14.1.2. During evaluation and comparison of bids, SSL may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

14.1.3. SSL reserves the right to evaluate the bids on technical & functional parameters including client site visit and witness demos of the system and verify functionalities, response times, public documents, Market Share. Group Company experience with product etc.

14.2. Commercial evaluation

14.2.1. Technical bids will be opened for eligibility criteria by SSL IT Team.

14.2.2. Technical evaluation will include technical information submitted as per technical Bid format.

14.2.3. Only the bidders who have complied with all the points of Technical Bid shall qualify for Commercial Bid evaluation, accordingly Commercial bids will be opened for Commercial Evaluation. Based on the Commercial Bids, The TPNC will shortlist the bidders for Reverse Auction round.

14.3. Reverse Auction:

14.3.1. All the Bidders who qualify in the techno-commercial evaluation process shall have to participate in the online reverse auction to be conducted by the Authorized service provider on behalf of SSL.

14.3.2. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Authorised service provider. The details of business rules, processes and procedures will be provided by the Authorised service provider.

14.3.3. The Bidder will be selected as L1 on the basis of overall price package as quoted in the Reverse Auction.

14.3.4. Prices quoted must be "All Inclusive" except taxes as applicable.

14.3.5. SSL reserve the complete rights to issue a full or partial purchase order or to subtract any component from the proposed solution/ BILL OF MATERIAL at its own discretion.

15. General Terms & Conditions

15.1. Confidentiality

This document contains information confidential and proprietary to SSL. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of SSL, the Associates, Subsidiaries and/or business partners. The Bidders agree and undertakes that they shall keep confidential all matters relating to this RFP and will not make any disclosure to any person who is under the obligation under this document, any information, data, and know-how, documents, secrets, dealings, transactions or the terms or this RFP (the "Confidential Information"). Disclosure of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could be treated as breach of confidentiality obligations and SSL would be free to initiate any action deemed appropriate. The restrictions on disclosure of confidential information shall not apply to any matter which is already available in the public domain; or any disclosures made under law.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from SSL. Reproduction of this RFP, without prior written consent of SSL, by photographic, electronic, or other means is strictly prohibited.

15.2. Non-Disclosure Agreement

The shortlisted bidder will be required to sign a Non-Disclosure Agreement with SSL. The Bidder shall treat all documents, information, data and communication of and with SSL as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement.

15.3. Governing Law and Jurisdiction

All disputes and controversies arising out of this RFP and related bid documents shall be subject to the exclusive jurisdiction of the Courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court and the governing law shall be the laws of India.

15.4. Arbitration

All disputes and differences of any kind whatsoever shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendment thereof. The dispute shall be referred to the sole arbitrator who shall be appointed by SSL. The venue of Arbitration proceedings shall be at Mumbai. The Arbitration proceedings shall be conducted in English Language. The award of the Arbitration shall be final and binding on both the Parties and shall be delivered in Mumbai in the English language. The fees of the Arbitrator and the cost of the Arbitration proceedings shall be equally borne by both the Parties.

15.5. Indemnification

The Bidder shall, at its own cost and expenses, defend and indemnify SSL against all losses, judgments, statutory and regulatory penalties, fines, damages, third-party claims on account of the any misrepresentation, infringement of intellectual property rights, fraud and breach of terms of this RFP/ violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If SSL is required to pay compensation to a third party on account of the Bidder or association with the Bidder, then the Bidder shall be fully responsible for the same, including all expenses and court and legal fees.

15.6. Force Majeure

In case of delay in implementation of the Project on account of conditions which are beyond the control of the shortlisted bidder such as war, floods, earthquakes, strikes, lockouts, epidemics, pandemic, riots, fire or Governmental regulations superimposed after the date of order/contract, the Parties shall be permitted to terminate the contract / bid document, if such delay extends for a period beyond 15 days. SSL shall not be liable to make any payments in this case.

15.7. Termination

SSL reserves the right to abandon the current tender process and restart the bidding process at any point of time without assigning any reason whatsoever. SSL can cancel the award granted to the elected Bidder at any point of time and restart the bid process completely or select another Bidder. The Elected Bidders understands and agrees that SSL shall not be obligated in any manner whatsoever and is free to stop / modify the bidding process at any stage without any liability.

15.8. Data Protection

The Bidders authorizes the release from time to time to SSL (and any of its Subsidiaries or Affiliates) all personal or professional data that is necessary or desirable for the administration of the RFP (the "Relevant Information"). Without limiting the above, the bidders permit SSL to collect, process, register and transfer to and aforementioned entities all Relevant Information. The Relevant Information will only be used in accordance with applicable law.

15.9. Intellectual Property

SSL shall have sole exclusive ownership to all its Intellectual property including and not limited to its trademarks, logos etc. This RFP shall in no way be considered as a transfer or assignment of the respective rights over any intellectual property owned, developed or being developed by SSL.

16. Technical Specification:

Annexure - A

Sr. No.	Technical Details	Description	Yes/No
1	Derivatives Strategies creation module	Module to create, execute and track derivative strategies	
2	Pre-Built Strategies	Module to choose from pre-built derivative strategies or users to execute and track	
3	Multi leg orders	Module should handle up to 10 legged orders	
4	Auto Execution of strategy orders	Module should be able to place all legs of the order on one click	
5	Auto Tracking of stop loss and profit booking and execution	Module should track SL and profit booking for a strategy and auto execute square off orders once the set target is reached.	
6	Paper Trading	Users should able to simulate strategies creation and execution including SL and profit tracking with exchange broadcast.	
7	Order Slicing	Allowing clients to execute large quantities by splitting into smaller chunks and executing these chunks over a specified time period	
8	Perpetual Orders	Strategy orders should be Good till triggered	
9	Time triggered Orders	Users should be create execute strategies at a future specified date	
10	Pegged Orders	Tracking the price of one instrument and placing orders in another instrument	
11	Margin Calculator	Independent API to calculate margin required for strategy before execution	
12	Scenario Analysis	Users would be able to analyse different scenarios for their strategies based on multiple factors like IV, greeks etc.	
13	Position Analysis	Module should be able to analyse different strategies including client's current positions	
14	Pay-Off Charts	Users should be able to see their pay-off points depicted in charts and plain text with data points like, Max loss, max profit, breakeven point etc.	
15	Greeks and IV of the strategies	Greeks and IVs should be calculated for a strategy on the fly	
16	Alerts	Module should allow to set and send alerts based on price, OI, IV etc.	
17	Option Chain for Strategies	Module should support strategy based option chains.	
18	Broadcast handling	Should be able to decrypt exchange broadcast	
19	Custom UI/UX	Module should support customization to the UI/UX as per the SSL requirements	
20	Compatibility with Web, mobile app (Android & iOS) and exe	Module should have support for Web browser, Mobile App (Android & iOS) and desktop exe	
21	Plug n play solution for webview integration	Whether the bidder has a white labelled solution for a seam less integration with SSL systems.	
22	Compatibility with Flutter	Module should be compatible with Flutter for native integration with our mobile app	
23	Load Handling	The solution should be able to handle the current and future projected concurrent users	
24	Compliance with IS and cloud security policy	Solution should be compliant with SEBI cloud security policy.	
25	AMC	Annual Maintenance Cost of the entire solution	
26	Infrastructure Requirement	The solution is cloud based and requires dedicated cloud infrastructure, If yes, share the requirement document	
		The Solution is on-prem and requires dedicated infrastructure to run the solution. If yes, share the requirement document.	

Note: Any deviation in technical specification will lead to disqualification of bidder.

17. Commercial Bid

Annexure B

Sr. No.	Technical Details	Description	Qty	Per Unit basic	Total Basic
1	Derivatives Strategies creation module	Module to create, execute and track derivative strategies			
2	Pre-Built Strategies	Module to choose from pre-built derivative strategies or users to execute and track			
3	Multi leg orders	Module should handle up to 10 legged orders			
4	Auto Execution of strategy orders	Module should be able to place all legs of the order on one click			
5	Auto Tracking of stop loss and profit booking and execution	Module should track SL and profit booking for a strategy and auto execute square off orders once the set target is reached.			
6	Paper Trading	Users should able to simulate strategies creation and execution including SL and profit tracking with exchange broadcast.			
7	Order Slicing	Allowing clients to execute large quantities by splitting into smaller chunks and executing these chunks over a specified time period			
8	Perpetual Orders	Strategy orders should be Good till triggered			
9	Time triggered Orders	Users should be create execute strategies at a future specified date			
10	Pegged Orders	Tracking the price of one instrument and placing orders in another instrument			
11	Margin Calculator	Independent API to calculate margin required for strategy before execution			
12	Scenario Analysis	Users would be able to analyse different scenarios for their strategies based on multiple factors like IV, greeks etc.			
13	Position Analysis	Module should be able to analyse different strategies including client's current positions			
14	Pay-Off Charts	Users should be able to see their pay-off points depicted in charts and plain text with data points like, Max loss, max profit, breakeven point etc.			
15	Greeks and IV of the strategies	Greeks and IVs should be calculated for a strategy on the fly			
16	Alerts	Module should allow to set and send alerts based on price, OI, IV etc.			
17	Option Chain for Strategies	Module should support strategy based option chains.			
18	Broadcast handling	Should be able to decrypt exchange broadcast			
19	Custom UI/UX	Module should support customization to the UI/UX as per the SSL requirements			
20	Compatibility with Web, mobile app (Android & iOS) and exe	Module should have support for Web browser, Mobile App (Android & iOS) and desktop exe			
24	AMC	Annual Maintenance Cost of the entire solution			

Note: The commercials for the above Bill of Material shall be **"Inclusive of All"** except applicable Taxes and government levies.

18. Annexure – C: Compliance for Eligibility Criteria
(To be printed on Bidder’s Letter Head and included with the Technical Bid Envelope)

#	Details	Response	Supporting Document, If Any
1	Registered Place & Address of company / firm		
2	Details of Organisation / Company’s activity / Product / Services		
3	Does the business operate as a Limited Liability, Partnership, Sole Trader, Incorporation, Other? Please specify:		
4	Does the organisation belongs to any Group? If yes, details of the Parent Company (Provide details of activity / Product / Services)		
5	Does the organisation has any subsidiaries? If yes, number of subsidiaries and its details.		
6	Company’s Projected Turn Over in the current financial year		
7	Company’s Profit for the last three financial year		
8	Number of years of experience in BFSI.		
9	Number of years of Experience Trading Products.		
10	Overall number of staff.		
11	Number of staff for support services		
12	Availability of office in Mumbai, if Company headquarter is other than Mumbai.		
13	Number of support staff available at Mumbai, if headquarter not in Mumbai.		
Details specific to the product / services for which being quoted through this RFP			
1	Number of years of experience in the business		
2	Number of clients / companies using this product / service		
3	Company has dealing with SBI? If so, brief details?		
4	Company has any dealing with subsidiaries of SBI? If yes, brief details.		
5	Contact details and reference of clients using this product / service (for feedback or certificate from the clients may be attached)		

19. Annexure – D: Non-Disclosure Agreement (NDA)

(To be printed on Bidder's Letter Head and included with the Technical Bid Envelope)

THIS AGREEMENT ("**the Agreement**") is made on this _____ day of _____, 2023.

BETWEEN

SBICAP Securities Limited, an Indian company duly incorporated under the Companies Act, 1956, having its registered office at Marathon Futurex, 12th Floor, A & B Wing, Mafatlal Mill Compound, N. M. Joshi Marg, Lower Parel, Mumbai – 400 013 (hereinafter for the purposes of this agreement, referred to as "**SSL**" / "**Disclosing Party**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

_____ LIMITED, a company incorporated Registered under the Companies Act, 1956 and having its registered office at _____ in (hereinafter referred to as the "**Receiving Party**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

WHEREAS:

1. SSL is registered with SEBI as a Stock Broker and a Depository Participant and distributing third party financial products including mutual funds/Tax Free bonds and is registered with Association of Mutual Funds in India (AMFI).
2. **The Receiving Party** is engaged in the business of _____.
3. **SSL and the Receiving Party** are in the process of discussion and negotiation wherein **SSL** will provide its Information related to Systems, Device, Applications, logs, etc. ("**Information**") to the **Receiving Party** and may in the course of discussion, negotiation and/or performance of the said Services, disclose, provide or make available to **the Receiving Party** certain Confidential Information as defined herein below; and
4. **SSL** desires to restrict use and disclosure of such Confidential Information as set out herein below.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and the mutual disclosure of Confidential Information to each other, the Parties hereto agree as follows:

1. Confidential Information and Confidential Materials

- (a) "Confidential Information" means non-public information that **SSL** designates as being confidential or which under the Confidential Information circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased SSL's services or products, the marketing or promotion of any **SSL** Product, SSL's business policy, Confidential Information or practices, and information received from others that **SSL** is obligated to treat as confidential. Confidential Information disclosed to the Receiving Party by any parent or agent of **SSL**, or by any subsidiary of parent of **SSL**, is covered by this Agreement.
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed to **SSL**; (ii) became known to the Receiving Party prior to **SSL**'s disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the breach of an obligation of confidentiality owed to **SSL**; (iv) is independently developed by the Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable, the Software being licensed including any manual and documents relating to the Software, its Source Code, etc.

2. Restrictions

- (a) Except as provided below, the Receiving Party shall not disclose any Confidential Information to third parties. However, the Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided the Receiving Party shall give **SSL** reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. This restriction on disclosure of Confidential Information shall apply to all the Confidential Information disclosed before entering the service agreement and shall continue to have effect during the subsistence of the Service Agreement. It shall also survive the termination of such agreement for provision of the services, as set out in the recitals hereinabove.
- (b) The Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. The Receiving Party may disclose Confidential Information or Confidential Material only to the Receiving Party's employees or consultants on a need-to-know basis. The Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement
- (c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of the Receiving Party's business relationship with **SSL**, and only as otherwise provided hereunder. The Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.
- (d) Publications: the Receiving Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the **SSL**.

3. Rights and Remedies

- (a) The Receiving Party shall notify **SSL** immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential materials, or any other breach of this Agreement by the Receiving Party, and will co-operate with **SSL** in every reasonable way to help **SSL** to regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

- (b) The Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at SSL's request, or at SSL's option, certify destruction of the same.
- (c) The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or Confidential Materials and that SSL shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

- (a) All Confidential Information and Confidential Materials are and shall remain the property of SSL or any affiliate thereof. By disclosing information to the Receiving Party, SSL and/or its affiliate(s) do not grant any express or implied right to the Receiving Party to or under any patents, copyrights, trademarks, or trade secret information.
- (b) Any software, product, service and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including the ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of SSL, its agents, or employees, but only by an instrument in writing signed by an authorized officer of SSL. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (e) This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.
- (f) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.
- (g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (h) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.
- (i) In the event this Agreement (including any schedules, exhibits or attachments hereto) is signed in both the English language and in any another language, any conflict or inconsistency between the different language versions shall be resolved solely by reference to the English language version.

5. Arbitration

All the disputes in connection with this Agreement, the construction of any provision of this agreement or the rights, duties or liabilities of the parties hereto under this Agreement shall be amicably settled. However, in the event of any such disputes are not settled amicably between the Parties, reference shall be to three arbitrators. Each party shall appoint its Arbitrator and the two respective Arbitrators appointed by each party shall appoint a presiding Arbitrator to adjudicate the dispute, difference, claim, etc. between the parties. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 30 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 30 days specified above. If the other party does not appoint its own arbitrator and give notice that it has done so within the 30 days specified, the Party referring a dispute to the arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of such sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

The arbitration will be held in **Mumbai, India** and will be conducted in the English language.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED)
For SBICAP Securities Limited)

In the presence of:)

- 1.)
- 2.)

SIGNED AND DELIVERED)
For _____ Limited)

In the presence of:)

- 1.)
- 2.)