



Request for Proposal (RFP)

For

Offering Online Share Trading Facility platform for Central Bank of India Customers under “3 IN 1” Scheme of the Bank and support services for DEMAT and related services.

Central Bank of India

Resources Department

4th Floor, “Chander Mukhi”, Nariman Point,
Mumbai-400001

REF NO: GEM/2025/B/6828132

Date: 27/10/2025

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1. INTRODUCTION & OBJECTIVES

Central Bank of India, a body Corporate, established under The Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at “Chandermukhi”, Nariman Point, Mumbai, India, hereinafter called “The Bank”, is one of the leading public sector Banks in India having 4500+ branches, and 3300+ ATMs spread all over the country. All the branches of the Bank are CBS enabled through TCS as a Core Banking Solution. Currently Bank provides many innovative technology driven products and services through delivery channels like Internet Banking, SMS /Mobile Banking, etc. to its customers. For more information, the bidders can log on to our site www.centralbankofindia.co.in

Bank is providing DEMAT services to the customers and is the member of CDSL AND NSDL. Bank is having tie up arrangement with one Broking company and now planning to tie up with one or more companies for providing Online Share Trading Facility for Central Bank of India’s existing and prospective DEMAT account customers under “3- IN -1” Scheme of the Bank. Bank is also looking for support services from the prospective broker in handling DEMAT accounts and related business of the Bank. Under this “3-in -1” scheme Bank is offering facility of SB account, De-mat account and on-line share trading facility to its existing and prospective customers.

Against the above backdrop, CENTRAL BANK OF INDIA invites an Request for Proposal (RFP) from the prospective bidders (Share Broking Houses) having proven past experience, broking business having valid registration with SEBI & valid membership of NSE & BSE., member of CDSL/NSDL and having competence in handling the work related to De-mat accounts and provide Online Share Trading Facility and wishing to be considered for participating in bidding process of the proposed Online Share Trading Facility under Tie up Arrangement. The bidders need to fulfil the eligibility criteria as mentioned in the document.

Please note, the above RFP is floated as the first stage of two-stage procurement process. The objective of this RFP is to identify and pre-register eligible applicants who are interested in providing the proposed services and have suitable capacity, capability and experience. Bank will call selected bidders on the basis of RFP evaluation process for final presentation.

2. CONTROL SHEET TABLE

RFP Reference No	GEM/2025/B/6828132
Date of issue of RFP	27.10.2025
Pre Bid queries to be received only online at- agmnid@centralbank.co.in & smwealthbdco@centralbank.co.in dgmresources@centralbank.co.in	On or before 06/11/2025 up to 05:00 PM
Last Date and Time for receipts of tender bids	20.11.2025 at 03.00 PM
Opening of Eligibility Bids	20.11.2025 at 03.30 PM
Address of Communication and opening of Bids through GeM Portal	Central Bank of India Deputy General Manager Resources Department 1st floor, Bajaj Bhavan, Barrister Rajani Patel Marg, Nariman Point Mumbai 400021
Email address	agmnid@centralbank.co.in & smwealthbdco@centralbank.co.in dgmresources@centralbank.co.in
Contact Telephone	Tel : 022-66387502/7780 Mo 9665495984
Bids to be submitted through GeM Portal and required Hard copy of documents like Integrity Pact, Non Disclosure Agreement Etc on	Central Bank of India Deputy General Manager Resources Department 1st floor, Bajaj Bhavan, Barrister Rajani Patel Marg, Nariman Point Mumbai 400021

Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Last Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.

3. GENERAL TERMS & CONDITIONS

Central Bank of India invites tenders through GeM Portal comprising of eligibility and Technical bid from experienced prospective bidders having proven capabilities of offering Online Share Trading Facility platform for Central Bank of India's Customers and also providing support services of handling the work of De-mat accounts of the Bank. The prospective bidders are required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable and the bids are liable to be rejected by the Bank.

The bidder (also called the vendor/respondent through this document) appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the prospective bidder in terms of this RFP documents.

RFP document may be downloaded from our website www.centralbankofindia.co.in

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this RFP, will be shortlisted for further evaluation; the qualified bidders will be notified separately for presentation.

The Bids should be addressed to:

***Central Bank of India
Deputy General Manager
Resources Department
1st Floor, Bajaj Bhavan
Nariman Point Mumbai 400021***

Central Bank of India is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of bids is declared holiday in Maharashtra under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened subsequently on next working day of revised bid submission date.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

4. EARNEST MONEY DEPOSIT

There will be no Earnest money required for RFP.

5. SCOPE OF WORK

Bank is having tie up arrangement with Motilal Oswal Financial Services Ltd (MOFSL) and planning to have additional tie up with one or more Broker company for providing Online Share Trading Facility for Central Bank of India's existing and prospective DEMAT account customers under "3 IN 1" Scheme of the Bank. Bank is also looking for support services from the prospective brokers in DEMAT accounts and related business. Broad Scope of work for inviting Request for Proposal is for implementation of Online Share Trading Facility platform for the customers of Central Bank of India. List is indicative in nature and Bank reserves right to append/modify/alter as per requirement based on inputs during evaluation phase.

A. ONLINE TRADING PLATFORM:

- Bank wish to provide online trading services to its customers through reputed Share Broker service providers under 3-in-1 scheme of the Bank where operative saving/current account and Demat account with the Bank and trading account will be with Share Broker.
- The Share Broker to have technology in place to open the Demat account of Bank customer with Bank and trading account with Broker in one seamless journey to be hosted on Bank's omnichannel application which runs on Mobile and Web application CenteeZ. Bank may release in future Cent eeZ application for Corporate customers and hence all digital channels like Mobile Banking, Internet Banking, Tab Banking, Whats app Banking to be made available for Demat & Trading account journey and application to be made compatible with these applications. The Bidder has to ensure that the complete account opening journey is seamless and within the preferable TAT for the entire process (excluding delays by the Customer) of 10-15 minutes.
- The online trading services should be offered to the existing and prospective DEMAT account holders on a state of art technology digital platform includes the Browser based and application based user friendly technology. The platform should be robust online trading platform for the convenience to trade from any location for the customers of Central Bank of India for the web and mobile applications eliminating the need to visit physical bank branches or trading floors. The Bidder will be required to have a seamless and efficient platform for executing trades with low latency and high reliability, ensuring that orders are fulfilled promptly
- Accessibility: Online platforms provide 24/7 access to financial markets, allowing customers to trade at their convenience, even outside regular market hours.
- Bidder has to provide mechanism to Customer for setting orders that shall stay active until pre-defined conditions are met.
- Real-Time Information: Customers to provide access to real-time market data, stock quotes, and research tools to make informed trading decisions. Various reports such as XIRR returns, benchmarking, Asset allocation, Capital Gains and other analytic reports be provided to Customers on need basis.
- Speed of Execution: Online platforms of share training should facilitate rapid order execution, allowing customers to take advantage of market opportunities quickly.
- Risk Management: Features like stop-loss and limit orders help customers manage and minimize risks associated with their investments.
- Educational Resources: Share Broker to provide educational materials, webinars, and research reports to help customers make informed investment decisions.

- Integration with Banking Services: Share broker to seamlessly link trading accounts of investors with their bank accounts for fund transfers and consolidated financial management.
- The service provider shall also provide call and trade facility to the customers across the Bank. The clients should be able to view their trade confirmations, ledgers, portfolios etc. electronically. In short, the broking house should provide end to end solutions of on-line trading transactions executed by the customers.
- The offered services/facilities should be in compliance with SEBI/NSE/BSE/CDSL & NSDL guidelines.
- Bidder will be required to coordinate with Bank's CBS,software/data base vendor, DP secure back office vendor and any other parties involved in these operations, to integrate and implement the process of fully functional '3-in-1'(DEMAT account/share trading account/bank account) Scheme successfully.
- Bidder will be required to promote this scheme"3-in-1" throughout the country with the support of their marketing team/staff at all our Branches, Regional Offices, Zonal Offices, Central Office.
- Facility to implement Digital Demat Debit & Pledge Instructions (DDPI) process.
- Bidder will be required to train the staff of Bank about the mechanism and operations of the scheme at the level of Zonal/Regional Offices & branches to enable our staff to provide technical support to our Bank's prospective and/or existing customers.
- Bidder will have to provide complete grievance redressal mechanism to resolve the various issues of investor customers.
- The Bidder will receive and attend the requests, received from investor customers and will entertain the requests promptly within the timeline laid down by respective regulatory authority/stock exchange/depositories time to time.
- Bidder will maintain a control Register to record the date of request received from customer with name of customer and time & date of disposal of request.
- Bidder has to maintain proper record of rejecting/returning the requests of the customers on the valid ground explaining the reasons thereof.
- Bidder will generate various periodical MIS reports related to transactions of customers and bank shall be able to access these reports any time.
- Maintenance of Register of investor customers availing the facility of DEMAT account and share trading under Bank's '3-in-1' Scheme.
- Bidder will provide Mobile and Web Based Services: Live Folio Maintenance and Maintenance of a Web Based Services - A dedicated website for online information to the Bank and its investor customers availing share trading facility under the scheme including facility for Lodging and Tracking complaints including SEBI – SCORES etc.
- Preparation & mailing list of transactions in a financial year to investor customers availing the facility of share trading facility i.e. Annual Reports (once in a year).
- Communication and interaction with the Bank whenever required in respect of '3-in-1' scheme.
- Prompt generation of such reports as may be required by the Bank.
- Bidder shall perform all work of share Broking Company, in accordance with the prevailing guidelines as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Guidelines, Rules and Regulations.
- Bidder can be asked by the Bank for presentation of their product for the purpose of any up-gradation or change as per Bank's requirement.
- Bidder should define the architecture of interface of Bank's DP, SB/CA Account & Share Trading Account supported with a flow chart
- The Bidder should provide adequate manpower to handle all above works and services exclusively to Bank.

- The Share broker to host the link to open the saving account for the Bank which will be further integrated for opening Demat and Trading account. Such a leads originated and converted into demat & trading services may be offered incentive per account basis to the selected bidder.
- Additional services/Products related to capital Market services will be provided on mutual understanding and requirement basis.
- The Bidder shall provide a pre-built basket of stocks and ETFs curated by experts. This basket may be customized based on Customer risk profile.
- Margin trading facility (MTF) may be provided by the Bidder. However, risks associated with the same shall be borne by the Bidder and the Bank shall not be liable for any claims.
- Bidder will be required to provide tools to facilitate customers to narrow down stock choices.

6. PRE-BID QUERIES

Participating bidders may submit their queries pertaining to the bid as per GeM Guidelines Only. Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded on GeM Portal Only.

- No oral or individual consultation shall be entertained.
- Non reply to any of the queries raised by the vendors shall NOT be considered as acceptance of the query/issue by the Bank.

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably through online mode.

If the pre-bid meeting date is declared as a holiday under NI act by the Govt. subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the meeting at scheduled date & time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.

Bank has the discretion to consider any other queries raised by the Bidder's representative during the pre-bid meeting.

Bank will have the liberty to invite its technical consultant or any outside agency wherever necessary.

Bank will consolidate all the queries and the replies for the same shall be made available in the GeM portal(<https://bidplus.gem.gov.in/bidlists>) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidders and any clarification/addendum/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.

The queries received in only format of Annexure IV (without identifying source of query) shared by the Bank will be entertained and response of the Bank thereof will be posted at the GeM portal only.

7. REJECTION OF THE BID

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person on each page signed and duly stamped.
- The bid is required to be submitted through GeM Portal only and the bids received through Fax/Mail or any other mode are liable to be rejected.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- Bidder should comply with all the points mentioned in the Scope of work. Non-compliance of any point will lead to rejection of the bid.
- If the Bid is conditional.
- If there is canvassing of any kind in Bid/documents.
- Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initial / authenticated by the person/(s) signing the Bid.

8. AMENDMENT TO BIDDING DOCUMENT

At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.

Notification of amendments will be made available on the GeM/Bank's website only (i.e. <https://www.centralbankofindia.co.in>, <https://bidplus.gem.gov.in/bidlists>) and will be binding on all bidders and no separate communication will be issued in this regard.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids

9. BID SYSTEM OFFER

The Bid should be submitted online at the Government portal <https://gem.gov.in> by the Bidder. It should comprise the following components:

Technical bid – Part I: “ Technical Bid for _____ ”

Commercial bid – Part II: “Indicative Commercial Bid for _____ ”.

Any bid document not conforming to any one of the above terms will be rejected.

Bidder must upload scanned copy / proof of the Integrity Pact along and Non-disclosure agreement with bid and has to ensure delivery of original integrity pact and Non-disclosure agreement to the bank at 4th Floor, Resources Department, Chandermukhi, Nariman Point Mumbai 400021 before bid end date. In the first stage, Technical bids of bidders who have submitted integrity pact and Non-disclosure agreement along with Bid will be evaluated.

Those bidders satisfying the eligibility criteria as determined by the Bank and accepting the terms and conditions of this document shall be short listed for evaluation of technical criteria.

10. INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not support to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

11. CONFIDENTIALITY

The RFP document is confidential and is not to be reproduced, transmitted or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent or other person associated or affiliated in any way with Bank or any of its customers, suppliers or agents without the prior written consent on Bank.

In the event of a breach, the Bank reserves the right to initiate legal proceedings or take any other action as it deems appropriate.

12. EXIT OPTION & CONTRACT RE-NEGOTIATION

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i.
 - a. Failure of the successful bidder to accept the contract within 30 days of receipt of purchase order by the Bank;
 - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
 - c. The bidder goes into liquidation voluntarily or otherwise.
 - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
 - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
 - f. Deduction on account of liquidated damages exceeds 10% of the total contract price.
 - g. Delay in delivery / installation / commissioning of machine and services

required under RFP beyond the specified period for the same as mentioned in the order.

- ii. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
- iii. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
- iv. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.
- v. In addition to the cancellation of the contract, the bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder.
- vi. The Reverse transition services to be provided by the Bidder shall include the following:
 - a. The Bidder shall suitably and adequately train the Bank's designated team for fully and effectively operating and maintaining the proposed solution. The Bidder should also provide extra training without any cost to Bank.
 - b. Bidder shall provide adequate documentation thereof.
- vii. The cost for Reverse transition if any should be part of the commercial offer.
- viii. During reverse transition, the existing bidder would transfer all knowledge, knowhow and other things necessary for the Bank or new Bidder to take over and continue to manage the services. The bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exist of the parties.
- ix. The Bank and the bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- x. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected partner/s as would be required in the event of the shifting of the site.
- xi. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The bidder should perform a reverse transition mechanism to the Bank or its selected Bidder. The reverse transition mechanism would be over a period of 6 months post the completion of the 90-day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / Bidder nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of Bidders Bank will nominate a bidder who will be responsible for all dealings with the

bidder regarding the delivery of the reverse transition services.

13. EVALUATION OF BIDS

Stage 1- Eligibility cum Technical Bid

Stage 2- Technical Evaluation

Stage 3- Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

Sr	Eligibility Criteria	Documentary Evidence to submitted Eligibility Bid
1	The bidder should be legal entity in India preferably a Public/Private limited Company majority owned by Indian residents. The bidder can also be from Government organisation/PSE/PSU. Start-up companies fulfilling all other criteria are also eligible to apply.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate, MSME registration & any other tax related document if applicable to be submitted.
2	Bidder should be in broking business having valid registration with SEBI & valid membership of NSE & BSE.	Copy of registration certificate & evidence of membership with NSE & BSE
3	Bidder should have minimum 5 years of experience in broking business operations. (Documentary evidence to be enclosed)	Certificate to be enclosed.
4	The bidders should have a positive net worth and have positive net profit in last three financial years (FY 2022-23, FY 23-24 & FY 24-25)	Bidders to enclose audited Financial statements for last three years and latest net worth certificate from Chartered Accountant. In case audited results for FY 2024-25 not available, provisional financial statement dully certified by Chartered accountant to be submitted.
5	The bidders should possess necessary experience and expertise of providing the services on Pan India basis to retail clients of the Bank. Bidder Should have tied up with at least one schedule commercial bank in providing trading services to the retail	Undertaking/declaration for proof of experience and expertise supported by documents if any. If the bidder has tied up with other bank, a certificate from the Bank to

	clients of the Bank. These criteria is not applicable if the bidder is Government/ PSE/PSU	this effect.
6	Bidder should not be an associate/Subsidiary of Banking Company or vice versa. /Bidder should not have been backed by Banking company.	Copy of Article of Association & Memorandum of Association of the company is to be enclosed
7	There should not have been any suspension order of business against the bidder by SEBI/ NSDL /CDSL / NSE /BSE in the past three years.	Undertaking should be enclosed.
8	There should not be any restraint order pending at any Judicial Forum in India and abroad related to share/ securities broking business/ their right to handle services of Broking Company as on the date of bidding	Undertaking should be enclosed.
9	Bidder/ Broking Company should have approved Trading Platform by NSDL and CDSL and all transactions are settled through e- mode respectively.’	Undertaking should be enclosed giving complete details.
10	Bidder should be non-bank promoted company. The following companies will not be eligible to participate in the process a)Which are promoted by other competitor Banks (OR) b)Which are promoted by groups having controlling interest in a competitor Bank(OR) c) In which competitor Banks holding equity of 10% and above in company OR in which Banks have a representative on Board of the company.	Undertaking from the company signed by the authorised signatory to be enclosed

After qualifying the eligibility criteria, the evaluation will be a two-stage process . The stages are:

Technical Bid Evaluation

Commercial Bid Evaluation

Stage 2 : Technical Bid Evaluation

The bidder needs to achieve a cut – off score of 70% marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

S. No.	Evaluation Parameter	Max Marks
1	Bidders experience in implementing the Platform wherein the Demat account is held by Bank and trading account with Bidder in last 5 years from the date of RFP in any Public Sector Bank/ private sector Banks (The platform should be live as on date of RFP, Bidder to submit PO & Work completion Certificate/ recent Satisfactory performance certificate from the clients. Marks allotment will be as per a & b below	50
a	<i>In Public sector Bank (10 Marks for each implementation subjected to Max 30 Marks)</i>	30
b	<i>In private Banks 4 Marks for each implementation subjected to Max 20 Marks)</i>	20

2	Bidder's presence all over India through its physical branches	5
	>250 or more Branche offices	3
	>100 or more Branche offices >50 or more Branche offices	1
3	Details of Demat Accounts opened in Banca Channel (Bank keeping Demat account and trading account with Broker)	5
	> More than 10 lakhs	3
	> 5 to 10 lakhs > Less than 5 lakhs	1
4	Period of tie ups with Schedule Commercial Banks	5
	> period of tie up more than 5 years	3
	> period of tie ups 2 year to 5 years > period of tie ups more than 1 year	1
5	Manpower Support (Exclusively for Bank)	5
	> Over 500 staff	3
	> from 200 to 500 >Below 200	1
6	On-line trading turnover (% of total turnover)Both On-line & Off-line of Bank tie up customers	5
	> More than 60%	3
	> more than 40% but less than 60% > Less than 40% of the total Turnover of the broking house	1
7	Product Functionalities and Features (Compliance to Technical and Functional Specifications- Annexure IX)	25
8	Technical Presentation/ Demo covering Product Capabilities which includes: 1. Product technical architecture in terms of scalability, portability, etc. 2. User experience, usability, ease of use 3. Project planning, execution methodology and schedule 4. Security Aspects 5. Customer's On-boarded in last two years, 6. Transactions executed in last two years 7. Customer complaints 8. Failure rate / Rating of application (*Total presentation should be for 30 min)	50
	Total	150

In case there is only one bidder having technical score of 70% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top two scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts are negative or the proposed service/projects does not meet the Bank's requirement

A committee consisting of Executives of our Bank will examine the proposal submitted by the broking companies. Proposals will be evaluated on the basis of experience,

understanding of Bank's perspective in providing value added services to its clients, experience of providing on-line Trading services, existing business profile of the broking house, Ability to cater services to most of the branches in India,

The shortlisted bidders will be invited for a presentation on a specified day and time before the Committee. This will carry weightage of 35 marks. The evaluation on the basis presentation includes Product range, Technical Platform details, Sharing of Brokerages and other charges, Proposed Revenue model for the Bank, Financials and Financial strength of the company, Business details/ Technical aspects, Market share of the company, the standing in the market, Capability of the company to provide services to bank's clients on all India basis. Ability to generate higher business from customizes products, grievance redress, training, compliance etc. Bidders will be intimated about the date & time of presentation and will have to make their own travel and stay arrangements at their own cost. Bank will not bear the cost for the same. Bidders will be ranked on the basis of the sum total of the marks scored in technical evaluation process and the presentations made by the bidders and top company will be shortlisted to enter into an arrangement for providing On-line Services through Bank's branch network and support services.

In case the successful bidder is not agreeable to signing the service level agreement or impose any conditions which are not acceptable to the Bank or communicate any changes from its stated response in the RFP or presentation made to the Bank which may not be acceptable to the Bank, the Bank may, in its sole discretion, decide to allot the services to the next ranked bidder. Here, it would be pertinent to mention that Bank shall be within its rights to stipulate such terms and conditions as it may deem fit including the good practices to be followed by the Broking houses and those which it should not adopt in the service level agreement / Memorandum of Understanding.

The Bank reserves the right to accept or reject any application without assigning any reason what so ever.

Stage 3- Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.

Once, the bidder is technically qualified, the final selection of bidder would be on the basis of Highest commercial and H-1 bidder shall be declared successful bidder after commercial evaluation process. In case, the commercial quoted by any other bidder(s) is same as highest commercial, then the bidder having highest Technical Score will be considered as H-1 bidder.

Eg: A Bidder has quoted net revenue (total revenue after deduction of Transaction charges, levied by stock exchanges including contribution to investors protection fund (IPF) and Trade Guarantee Fund (TGF), Stamp charges as levied by the State Government ,Service Tax and Security Transaction Tax as levied by the Central Government Education Cess as levied by the Central Government Turnover Incentive as passed on to the customer) 70% and Bidder B has quoted 80% and like wise then the Bidder with highest sharing would be H1 Bidder and would be selected.

The revenue percentage quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. The Technical

bid and Commercial bid should be separately submitted. Please note that Technical Bid if contains any price related information, then the offer may be rejected outright.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

Contract Period

The period of contract Implementation of Online Share Trading Facility, for Bank's Customers shall be for 3 years from the date of successful go live or acceptance by the Bank. Bank may renew the arrangement for further period of 3 years and keep in renewing on mutually acceptable terms and conditions.

Execution of Service Level Agreement

The selected bidder should execute a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank. The selected bidder should execute the SLA within 45 days from the date of acceptance of Purchase Order/Letter of Intent. The agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected bidder receiving the photocopy, if insisted. The agreement shall be valid till all contractual obligations are fulfilled.

The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

GENERAL TERM & CONDITIONS

General Order Terms:

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

In case of any differences in terms & conditions of GeM bid and Central Bank of India. Central of India terms & conditions will prevail over GeM rule.

14. TERMINATION

- i. The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- ii. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the

- subsequent agreement and if the breach is not cured within 15 days from the date of notice.
- b. The bidder
 - (i) has a winding up order made against it; or
 - (ii) has a receiver appointed over all or substantial assets; or
 - (iii) is or becomes unable to pay its debts as they become due; or
 - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
 - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
 - iii. The bidder shall have right to terminate only in the event of winding up of the Bank.
 - iv. The Bank reserves the right to terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

14.1 Effect of Termination

- i. The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
- ii. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.
- iii. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- iv. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- v. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

15. DISCLAIMER

Subject to any law to the contrary, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

16. COSTS BORNE BY RESPONDENTS

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

17. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

18. ERRORS AND OMISSIONS

Each Respondent should notify Bank of any error, omission, or discrepancy found in this RFP document.

19. ACCEPTANCE OF TERMS

The bidder by responding to Bank RFP is deemed to have accepted the terms as stated in the RFP.

20. RFP RESPONSE

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Respondents who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

21. INDEMNITY

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- i. an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- ii. Material breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder.
- iii. use of the allocated site and or facility provided by Bidder.
- iv. the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under this RFP.
- v. infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.
- vi. Bidder shall further indemnify the Bank against any loss or damage arising out of

loss of data subject to the limit agreed between the parties of this RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the solution at all points of time, provided however

- a. the Bank notifies Bidder in writing immediately on aware of such claim.
- b. Bidder has sole control of defense and all related settlement negotiations.
- c. Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- d. the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehavior or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

Successful Bidder shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;

- i. Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by IT Act 2000.
- ii. The breach by the Bidder of any of its obligations under Confidentiality,
- iii. Non-compliance of Bidder with Laws / Governmental Requirements
- iv. IP Infringement
- v. Negligence and misconduct of bidder, its employees, and agents
- vi. Breach of any terms of agreement document or Representation made by Bidder.
- vii. Act or omission in performance of service.
- viii. Loss of data due to bidder provided facility.

This indemnification is only a remedy for the Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

22. NOTIFICATION

Bank will notify the Respondents in writing as soon as possible about the outcome of RFP evaluation process, including whether the Respondents' RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

23. LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.

24. CANCELLATION OF TENDER PROCESS

CENTRAL BANK OF INDIA reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of Central Bank of India in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time during the tender process or prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

25. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

26. BID SUBMISSION & EVALUATION

The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support of all the eligibility criteria mentioned herein above.

Intending applicants are required to submit their full bio-data as per the Format in Annexure I, II along with the required documents. If necessary, Bank may ask for clarification and/or further information from the bidders.

Incomplete responses without the required documents are liable to be rejected.

The Bank reserves the right to accept / reject any or all offers submitted in response to this advertisement without assigning any reason whatsoever and Bank's decision will be final in this regard.

The Bank further reserves the right NOT to call the respondents /vendors if it deems eligible and qualified based on the evaluation of the responses received.

All response to the RFP must be submitted through GeM Portal and Hard copy of required documents like Integrity Pact, Non Disclosure Agreement etc in envelop with superscripting on it as

“Request for Proposal (RFP) for “Online Share Trading Facility for Central Bank of India Demat Customers and support services ” to the below mentioned address: -

Central Bank of India
Deputy General Manager
Resources Department
1st Floor, Bajaj Bhavan,
Barrister Rajani Patel Marg
Nariman Point Mumbai 400021

All responses to this request for RFP must reach the above address latest by 3.00 PM on 20/11/2025 and should be sent by Post/ Courier/ handed over to the department with proper acknowledgement. The responses to the RFP received through GeM will be opened on 3.30 PM on 20/11/2025.

Open responses received through e-mail / Fax etc. will not be considered. Central Bank of India will not be responsible for non-receipt of RFP within the specified date and time due to any reason including postal delays or holidays. Central Bank of India will also not be responsible for misplacement of the RFP document in case it is not properly super-scripted with the words “Request for Proposal (RFP) for Implementation of Online Share Trading Facility for Central Bank of India Demat Customers and support services”

In case the specified date of submission of RFP is declared a holiday in Maharashtra under N.I. Act, the bids will be received till the specified time on next working day.

Bidder has to qualify in all the eligibility criteria mentioned in RFP document.

Eligible Bidders will be invited for Presentation, at Central Office, Chandermukhi, Nariman Point, Mumbai-21 on dates to be specified at a later stage and will be intimated .

Bidders who qualify the eligibility criteria will be invited for Presentation. Eligible bidders will be intimated date & time of presentation through their email IDs provided in Bid Document. Bidders will have to make their travel and stay arrangements at their own cost. Bank will not bear any kind of cost for the same.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation otherwise their bids will not be evaluated further if not submitted.

27. PUBLICITY

Any publicity by the selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make any public announcement or media release pertaining to this RFP, the proposal submission, or the Bank's name or logo without the prior written consent of the Bank.

28. PRIVACY & SECURITY SAFEGUARDS

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safe guards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

29. CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“**Corrupt Practice**” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

“**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

30. COMPLIANCE

The products & services offered to the Bank must comply with all laws, regulations & Govt. guidelines of India. It also not violates any of the provisions of the IT act in any way or any other legal provisions relating to such products or services in India. The Bank reserves the right to request documentary evidence of such compliance at any time.

31. APPLICABLE LAW & JURISDICTION OF COURT

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts). However, the dispute resolution, if any, shall be through arbitration as provided hereinafter.

Bank and selected bidder shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the contract amicably and/or by direct negotiation. If the dispute remains unresolved, it shall be referred to arbitration. The arbitration shall be conducted by a panel of three arbitrators: one arbitrator nominated by the Bank, one arbitrator nominated by the selected bidder, and the two appointed Arbitrators shall jointly appoint the third Arbitrator, who shall act as the presiding arbitrator. The language of proceedings shall be English, and the award of the Arbitrator shall be final and binding on the parties. The arbitration will be governed by the Arbitration and Conciliation Act 1996 (as amended up to date) and rules made thereunder. Any dispute shall be subject matter of courts under Mumbai Jurisdiction only.

32. ADOPTION OF INTEGRITY PACT

Central Bank of India has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors Bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification.

In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all bidders with equity and reason
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposal (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure XII for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

- i. Mr Anant Kumar, Mobile : +91 9911178856, E-mail- anant_in@yahoo.com**
- ii. Mr. Nirmal Anand Joseph Deva Mobile : +91 9000881570, E-mail- meghanadeva2022@gmail.com**

All pages of Integrity Pact (IP) must be signed and stamped .Integrity Pact (IP) should be deposited with Procurement or concerned Department undertaken procurement at the address mentioned along with RFP document.

33. NON-DISCLORE

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder shall enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without written consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the successful bidder will strictly maintain the secrecy of Bank's data.

34. RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY:

Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on 'restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security' is applicable for this RFP.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country or;
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls

under any

of the above

35. ISSUE OF CORRIGENDUM

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. Bidders have to keep looking the Bank website tender section of any Corrigendum issued. Corrigendum will not be communicated separately to any bidder and will be available on Bank's website.

ANNEXURE – I

Application

Ref. No.:

Date:

*Central Bank of India
Deputy General Manager
Resources Department
Bajaj Bhavan, Nariman Point Mumbai 400021*

Dear Sir,

Sub: Request for Proposal (RFP) for Implementation of Online Share Trading Facility for Central Bank of India Customers and offering DEMAT support services.

With reference to your advertisement published in the (name of the newspaper in English) / (name of the newspaper in Hindi) / your website on _____ the captioned subject, we furnish below the following Information / Papers / Documents for fresh empanelment / renewal of empanelment of our firm / company for the implementation of Online Share Trading Facility for Central Bank of India Customers and offering support services in handling DEMAT accounts of the Bank.

If empanelled and called for any tender under this empanelment, we agree to participate as per Bank's terms and conditions of the respective RFP.

Date:

Seal & Signature

ANNEXURE II**Bidders Information**

S.No.	Particulars	Information to be furnished by Broker	
Part-A	Broker's Profile	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	
1	Name of Stock Broking Company/Firm		
2	Registered Office		
3	Address for Communication		
4	a	Contact Person-1	XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	i	Name :	
	ii	Designation/Position	
	iii	Tel. No	
	iv	Mobile No.	
	v	e-mail id of the contact person	
	b	Contact Person-1	
	i	Name :	
	ii	Designation/Position	
	iii	Tel. No	
	iv	Mobile No.	
v	e-mail id of the contact person		
5	Nature of Business Activities (Brief Points on the profile of Company)		
6	No. of years in Business		
7	No. of Branches/operating Offices		
8	No. of Locations covered No. of Franchises		
9	Whether listed in Stock Exchange (Yes/No)		
10	Whether Group Company or Subsidiary(details)		
11	Whether PSU/Private Sector/Listed Company		
Part-B	Regulatory Authorisation Profile		
12	Whether authorised by SEBI for providing trading services (Yes/No)		
13	Whether authorised member of Stock Exchange (Yes/No)		
	a	If Yes, name of such Stock Exchanges	
	b	If Yes, Registration No. & date of Registration	
14	Whether Broking company is a Depository Participants of		
	a	NSDL (Yes/No)	
	b	CDSL (Yes/No)	
Part-C	System Audit & Procedure		
15	Scope of Audit & Inspection (Pertaining to '3-in-1' Scheme)		
a	Items covered under Audit		

b	Frequency of Audit:	
c	Last Audit done on:	
d	Last Audit done by:	
e	Penalty during last three years	
Part-D	Other Information	Amount in Crores
16	a Trading Modes available to Clients On line Off line	
b	Number of active clients	
c	Market Share in Retail accounts (Volume Wise) & Percentage wise	
d	A/c opening facility (online , offline, mobile)	
e	Facility for trading in gold and commodities	
f	Lien facility for additional limit (percentage)	
17	Tie up with other Banks/FI already done for Online share trading	Name of the Bank/FI & Date of Tie up
	1.	
	2.	
	3.	
	4.	
	5.	
18	Approximate Time to go live from the date of tie-up (including time for system integration and testing)	

Date:
Place:

Name of Authorized Signatory
Designation of Authorized Signatory:

Signature of Authorized Signatory:

Company seal:

Note: Bidder to provide copy of Board Resolution authorizing the signatory.

ANNEXURE – III

DETAILS OF PAST EXPERIENCES OF HANDLING SIMILAR PROJECT

Name of the Bidder:

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person Name Tel. No. Address	Total Amount of Order
			As per contract	Actual		

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.

ANNEXURE IV

Format of Pre-Bid Queries to be submitted by the Bidder(s)

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

Sl. No.	RFP No.	Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

Date:

Place:

Signature of Signatory
Name of Signatory
Designation:
Seal of the Company

ANNEXURE V
TECHNICAL EVALUATION CRITERIA

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

S. No.	Evaluation Parameter	Max Marks	Supporting Documents
1	Bidders experience in implementing the Platform wherein the Demat account is held by Bank and trading account with Bidder in last 5 years from the date of RFP in any Public Sector Bank/ private sector Banks (The platform should be live as on date of RFP, Bidder to submit PO & Work completion Certificate/ recent Satisfactory performance certificate from the clients. Marks allotment will be as per a & b below	50	Experience letter from the concerned Bank
a	<i>In Public sector Bank (10 Marks for each implementation subjected to Max 30 Marks)</i>	30	
b	<i>In private Banks 4 Marks for each implementation subjected to Max 20 Marks)</i>	20	
2	Bidder's presence all over India through its physical branches >250 or more Branche offices >100 or more Branche offices >50 or more Branche offices	5 3 1	List of Branches with details
3	Details of Demat Accounts opened in Banca Channel (Bank keeping Demat account and trading account with Broker > More than 10 lakhs > 5 to 10 lakhs > Less than 5 lakhs	5 3 1	Letters from concerned Bank
4	Period of tie ups with Schedule Commercial Banks > period of tie up more than 5 years > period of tie ups 2 year to 5 years > period of tie ups more than 1 year	5 3 1	Letters from concerned Bank
5	Manpower Support (Exclusively for Bank) > Over 200 staff > from 100 to 200 >Below 100	5 3 1	Undertaking by Bidder
6	On-line trading turnover (% of total turnover)Both On-line & Off-line of Bank tie up customers > More than 60% > more than 40% but less than 60% > Less than 40% of the total Turnover of the broking house	5 3 1	Undertaking by Bidder
7	Product Functionalities and Features (Compliance to Technical and Functional Specifications- Annexure IX)	25	Required Annexure to be filled

8	Technical Presentation/ Demo covering Product Capabilities which includes: 9. Product technical architecture in terms of scalability, portability, etc. 10. User experience, usability, ease of use 11. Project planning, execution methodology and schedule 12. Security Aspects 13. Customer's On-boarded in last two years, 14. Transactions executed in last two years 15. Customer complaints 16. Failure rate / Rating of application (*Total presentation should be for 30 min)	50	
	Total	150	

Note:

1. The bidder is required to provide documentary evidence for each of the above criteria and the same would be required on the client's letter head in case of credentials.
2. Further the Bank's officials would visit reference sites provided by the Bidder if deemed necessary.
3. The total marks obtained out of 135 will be used for finding out % marks secured against 100%. The minimum qualifying % for technical evaluation is 70 and the bidder/s scoring 70% and above marks will only be considered for commercial bid evaluation process. Bank's decision in this regard shall be final.

Bank may seek clarifications, ask for documentary evidences, may call the bidders for arranging an actual demo/technical presentation at location decided by the bank during any stage of Technical evaluation from any or each of the bidder as a part of technical evaluation.

All clarifications received within stipulated time shall only be considered for evaluation. In case a clarification is not received within the stipulated time, then the respective technical parameter would be treated as non-compliant and decision to qualify/disqualify the bidder shall be accordingly taken by Bank.

Proposed solution by the bidder should ensure **compliance for PROJECT SCOPE & TECHNICAL AND FUNCTIONAL REQUIREMENTS** defined under this RFP.

Moreover, **it is mandatory for bidders to score Minimum 70% or above score in the technical evaluation process as above to qualify for further processing.** However, Bank may at its discretion may revise the qualification criteria basis the number of technically qualified Bids received.

Also Bank may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

Scoring for Site Visit

Bank would carry out reference site visits and/or telephonic feedback with the existing customers of the bidder/OEM. The inputs that have been received from the customer would be considered by the bank and this might not need any documentary evidence. This rating would be purely on the inputs (like satisfaction of the organization of the product, timeliness of implementation, promptness of support services etc.) provided by the bidder/OEM's customers and score would be assigned to bidder.

The bank at its discretion may reject the proposal of the bidder without giving any reasons

whatsoever, in case the responses received from the site visits are negative.

The bidder would be required to coordinate for such interactions. However, the bidder would not be allowed to be party to the discussion between the bank & the bidder/OEM's clients.

ANNEXURE VI

SCOPE OF WORK IN DETAIL

The Bank intends to partner with at least 1 or more partners (Subject to acceptance of the Revenue percentage quoted by H1 bidder in terms of scoring by other bidders) to offer a comprehensive and user-friendly online platform for share trading. The proposed online trading platform will encompass the following key features and functionalities.

A. Demat & Trading Journey in one go

- Bank customer to provide seamless digital journey to open Demat account with Bank and trading account with Bidder Broker in one go.
- Integrating the saving/current account of the customer with trading account for easy line marking and transfer of funds whenever trade transactions are executed.
- Integrating the trading account with Demat account of the customer through Back-office integration with DP secure at bidders' cost.
- Set up a digital system to mark and unmark lien on Demat holdings while execution of trade transaction in securities market through integration with Back office (DP Secure) software.

B. Trading account

- User-friendly interface for both novice and experienced traders.
- Real-time market data feeds for informed decision-making.
- Support for various order types, including market, limit, and stop-loss orders.
- Ability to trade in secondary market (NSE and BSE), IPO, Govt securities, Mutual funds, future and options, sovereign gold bonds, currency, REITS, fixed income securities, or any other type of securities available in Indian market
- Ability to provide intraday, interday, margin orders Portfolio tracking tools for managing investments.
- Advanced charting and technical analysis capabilities.
- Provide summary of portfolio, equity, debts and other securities
- Mobile application for trading on-the-go.
- Integration with existing banking systems and databases.
- Platform should be able to withdraw money directly from bank linked account for buying a security and deposit the money back to account in case of selling a security
- Robust security measures to ensure data privacy and compliance.
- Customer support channels for issue resolution.

Above list is indicative in nature and Bank reserves right to append/modify/alter as per requirement based on inputs during evaluation phase. Below is the Broad Scope of work for **Implementation Online Trading Facility for Bank's Customers.**

A. Broad Scope of Work

1. The selected Bidders has to provide full functionality of share trading and allied services through their trading platform to only those customers who compulsorily avail Demat services provided by Central Bank of India
2. Bank reserves the right to explore the functionality of opening of Demat Account from the successful bidder apart from services of share trading and allied services within the revenue percentage quoted.

3. The offered service/facility should comply with SEBI, NSE and BSE guidelines.
4. Bidder/Broking Company should have approved Trading Platform by CDSL & NSDL. Bidder should be well versed with CDSL application 'CDAS' (Depository Participant Module) and NSDL Demat System
5. Bank is using 'DPSecure' application as Back Office software. Bidder should coordinate with bidder to implement the integration successfully.
6. Bidder should implement STP (Straight through Process) for inserting transactions into either our Back Office application (DPSecure) or CDSL's 'CDAS' (Depository Participant Module) and or NSDL Demat application.
7. Bidder will be required to coordinate with Bank's software/data base service provider, DPSecure back office bidder and any other parties involved in these operations, to integrate and implement the process of fully functional '3 in 1' (DEMAT account/share trading account) Scheme successfully.
8. The bidder's platform is expected to have capability to be hosted in Bank's mobile banking, internet banking, whatsapp banking and any other app of the bank with integration of DPSecure.
9. Bidder will be required to promote this scheme throughout the country with the support of their marketing team, virtual connecting team and Branch offices.
10. Bidder will be required to train the staff of bank about the mechanism and operations of the application at the level of Central Office, Zonal Offices, Regional offices & branches to enable our staff to provide technical support to our Bank's prospective and/or existing customers.
11. Bidder will have to provide complete grievance redressal mechanism to resolve the various issues of investor customers.
12. In case of Bank's Corporate Customer showing interest or opting the Demat and Trading services and require handholding support , same will be offered at their location through your employees.
13. The Bidder will receive and attend the requests, received from investor customers and will entertain the requests promptly within the timeline laid down by respective regulatory authority/stock exchange/depositories time to time.
14. In case of any regulatory changes brought by Regulators like SEBI,RBI or other and depositories i.e CDSL, NSDL in relation to product, processes, compliance etc need to be modified immediately within prescribed times in the application at free of cost to the Bank.
15. Bidder will maintain a control Register to record the date of request received from customer with name of customer and time & date of disposal of request.
16. Bidder has to maintain proper record of rejecting/returning the requests of the customers on the valid ground explaining the reasons thereof.
17. Maintenance of Register of investor customers availing the facility of share trading under Bank's '3 in 1 Scheme.
18. Bidder will provide Web Based Services: Live Folio Maintenance and Maintenance of a Web Based Services - A dedicated website for online information to the Bank and its investor customers availing share trading facility under the scheme including facility for Lodging and Tracking complaints including SEBI – SCORES etc.
19. Preparation & mailing list of transactions in a financial year to investor customers availing the facility of share trading facility at monthly/quarterly /Annual intervals.
20. Bidder shall perform all work of share Broking Company, in accordance with the prevailing guidelines as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Guidelines, Rules and Regulations and all subsequent guidelines in this regards.
21. Bidder should define the architecture of interface of Bank's DP, SB/CA Account & Share

- Trading Account supported with a flow chart.
22. Bidder should take care of the Risk Management Process. Details of Risk Management measures are to be taken by the bidder and should be submitted along with the technical bid.
 23. Implementation of the proposed platform should be completed within the time period mentioned in delivery clause.
 24. The Bidder should also support the requisite certifications, integration, and maintenance, configuration, and compliance, etc. and day to day operations on 24* 7* 365 basis. Any downtime on account of statutory modifications to be informed in advance.
 25. The Bidder should host the platform at bidder's premises in High Availability mode, and a minimum uptime time of 99.95 %. It should also support DC/DR architecture.
 26. The platform should have the ability to generate various MIS and audit reports as per the Bank's requirement.
 27. Platform must have seamless functionality for secondary market sales/ purchase for Shares, including future & options.
 28. The proposed platform should be web based platform and should be compatible with majority of the browsers. The platform should also be mobile-based and should be compatible with android, iOS and major mobile and web based OS.
 29. The platform must benchmark with the major applications available in the market.
 30. The Bidder should provide API's to the Bank that are compatible with bank application. Application must be capable of accepting APIs provided by any other application of bank or outside bank.
 31. The platform / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
 32. The Bidder has to provide seamless migration of the application and platform after expiry of contract period, if Bank selects another bidder after the contract period or during the contract period due to any reason.
 33. The platform should be capable of maintaining the client limits or should have the capability to dynamically fetch client limit and facilities related information from there as part of transaction processing.
 34. The platform should integrate with Core Banking System for transaction processing. System should support authentication through Tokens/ Soft Token, OTP, Digital Certificates, IP Address & Mobile Application.
 35. The platform should check/record/verify authentication of source of each transaction like user IDs, IP address, Mac address etc. that is required for audit purpose.
 36. The platform integration testing will be followed by user acceptance testing, plan for which has to be submitted by the bidder to the Bank.
 37. The platform should have the capability to support the customization of the product for different jurisdictions as per the local Regulations as well as client needs.
 38. The Platform should also have proven abilities of assisting the Bank in maintaining audit trails, audit logs of all its functions/processes.
 39. If there is any core banking system upgrade or replacement of any other dependent system, then it is Bidder's responsibility to ensure that the integration with the core banking system is provided without affecting the normal course of business without any additional cost.
 40. The bidder will be responsible for Backup up of Application and Data Base as per the requirement of the Bank.
 41. The Platform should be capable of providing zero downtime for patching and updates
 42. The Platform should have the ability to support web-based administration module for the complete management of system
 43. The Admin module of the Platform should have the ability to support users/ groups / role definition and granting access rights to them and set password expiries

44. The Platform should be capable of providing Time - based / Event - based reminders
45. The Platform should have facility of forget user id / password
46. Platform should enable the customer for payment options through Bank's account and link the accounts with Demat for receipt of share sales proceeds.
47. Platform should have the functionality for providing loan against shares for Central Bank of India Customers using Demat.
48. The bidder should follow robust security measures to ensure data privacy and compliance.
49. **Monitoring and Audit:** Compliance with security best practices may be monitored by periodic computer security audits / Information Security Audits performed by or on behalf of the Bank. The Bidder has to rectify all discrepancies observed by the auditors promptly at no additional cost to the Bank
50. **Regulatory / Compliance Requirements:** The technology platform must comply with all the regulatory guidelines of SEBI, NSE, BSE, CDSL, NSDL, RBI, GoI etc. (existing and future guidelines).
51. The platform should be capable of displaying various products of the Bank, but no other third party products should be shown to the Bank's customers without formal consent from the Bank.
52. The platform shall be capable of providing facility for online Demat and Share Trading Account opening for customers in Central Bank of India.
53. The platform should be capable of doing KYC as per the stipulated guidelines and should facilitate monitoring of the same by Bank's Team.
54. G-Sec - Ability to trade in secondary market (NSE and BSE), IPO, Govt. Securities, Mutual funds, future and options, sovereign gold bonds, currency, REITS, fixed income securities, or any other type of securities available in Indian market.
55. Platform should capable and allow Buy Today and Sale Tomorrow (BTST) transactions for onboarded Demat customers.
56. The Bidder shall provide a pre-built basket of stocks and ETFs curated by experts. This basket may be customized based on Customer risk profile.
57. Margin trading facility (MTF) may be provided by the Bidder. However, risks associated with the same shall be borne by the Bidder and the Bank shall not be liable for any claims.
58. Bidder will be required to provide tools to facilitate customers to narrow down stock choices.

B. Technical Specifications:

1. Platform should have new age UI - consolidated view in single UI like Real time price, trade blotter, real-time chat, standard/user specific report/dashboards etc. to meet all the user requirements. - be it a trader, customer, treasurer/trader, branch, processing centres
2. Platform should be configurable enough to control the features/fields to be shown on/for each type of user interface.
 - a. Trader
 - b. Customer / Corporate
 - c. Branch
 - d. Processing centres – Back Office
3. Platform should provide Multichannel support - web/desk/mobile/branches and includes support for aggregators and API integration with external/internal application of bank.
4. Platform should be capable of API integration for pricing, enquiry and trade generation.
5. Platform should have configuration driven White Labelling capabilities to meet bank's branding requirements
6. Platform should provide seamless user experience in terms of performance of the screens/system, flow of information from customer/branch to trader without any latency, quick screen/data refresh.
7. Platform should have Multi factor authentication, password management, AD integration, OTP etc.
8. Platform should have integration capability with IB, MB, Whatsapp Banking for BOM customers only.

- It should also have proper checks and validations including Two Factor Authentication.
9. Platform should have the capability of getting seamless information/ reports as and when required by Regulators/ Bank.
 10. Platform should be configurable enough to enable different type of authentication method for each and every type of user type.
 11. Platform should be capable to send notifications regarding trade confirmation, limit threshold based notification, due date reminder etc.
 12. Bank should be able to create/run own queries & fields, save (per user group) as reports
 13. The platform should be capable of Defining internal (trader, branch, Desk, Operations, Risk, Admin) and external (corporate, retail, non-retail HNI) users / or on board from existing systems i.e. CBS/ Trade innovation etc.
 14. The platform should have proper password unlock, password reset facility based on OTP, email, and question based mechanism.
 15. Platform should be capable of Portfolio tracking tools for managing investments.
 16. Platform should have an option of providing all types of reports – tradebook, orderbook, P&L, Tax P&L Platform should be capable of advanced charting and technical analysis capabilities and any other reports required for income Tax purposes by customers.
 17. The platform should be capable of Algorithm Trading, to leverage the speed and computational resources of computers. The platform should execute orders using automated pre-programmed trading instructions accounting for variables such as time, price, and volume
 18. The platform should be capable New Age Single UI for trade and order, manage life cycles of trade, orders, view relevant data/news/videos, and reports
 19. Platform should be capable of Placing / managing different order types like market, Limit, Stop Loss.

ANNEXURE VII**COMMERCIAL BID FORMAT****Name of the Bidder:**

All prices should be mentioned in Indian Rupees.

As Bank intends to collaborate under collaboration/partnership arrangement for Online Share Trading Platform, there should not be any cost to the Bank.

Table 1: Summary of Commercial Bill of Material

S. No.	Type of services / Items	Rate per Item
1	Percentage of revenue sharing with bank	X%
2	Applicable Taxes	A
Total cost (Y)		$X\%+A = Y$

Only X% of revenue sharing excluding taxes will be considered for selection of H1 bidder. H1 Bidder would be the Bidders sharing highest % of revenue income with the Bank, generated through the trading platform will be declared as successful bidder.

For the purpose of calculating the net revenue the following shall be deducted from the total revenue:
 Transaction charges, levied by stock exchanges including contribution to investors protection fund (IPF) and Trade Guarantee Fund (TGF)
 Stamp charges as levied by the State Government
 Service Tax and Security Transaction Tax as levied by the Central Government
 Education Cess as levied by the Central Government
 Turnover Incentive as passed on to the customers
 Statutory Charges wherever applicable

We confirm that above commercials quoted and all the Terms and Conditions of the Contract contained in RFP dated _____ for Implementation of Online Share Trading Platform for Bank's Customers are acceptable to us.

Dated this _____ day of __2025.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE VIII

PROJECT TIMELINES

Bidder is expected to complete the project in all respect including maintenance and configuration, of platform within 4 Weeks after acceptance of the purchase order issued by the Bank.

Stage	Activity	Cumulative Project duration (weeks)	Total Time period for completion of the Project
1	Submission of detailed Project Plan	1	Within 1 weeks of acceptance of purchase order to the Bidder
2	Implementation of the platform	2	Within 2 weeks of acceptance of purchase order to the Bidder
3	User Acceptance & Audit Closure	3	Within 3 weeks of acceptance of purchase order to the Bidder
4	User Acceptance testing & Go-live	5	Within 5 weeks of acceptance of purchase order to the Bidder

The complete platform should be ready for deployment within 4 weeks from the date of acceptance of the purchase order to the bidder.

ANNEXURE IX

COMPLIANCE TO TECHNICAL AND FUNCTIONAL SPECIFICATIONS

Interested Bidders who are experienced in providing enterprise-wide web filtering solution and meeting the following technical specification may respond to this RFP in terms of availability of specifications. These features will be part of scope of work. For each technical specification, necessary evidence must be submitted. The technical, functional/features requirements of enterprise-wide web filtering solution include but not limited to:

Sr. No.	Required Functionalities / Features/ Specification	Available (Yes/No)	Marks Obtained
1	The selected Bidder has to provide full functionality of share trading and allied services through their trading platform to only those customers whose Demat account is opened with Central Bank of India.		
2	The offered service/facility should comply with SEBI/NSE/BSE guidelines		
3	Bidder/Broking Company should have approved Trading Platform by CDSL. Bidder should be well versed with CDSL application 'CDAS' (Depository Participant Module).		
4	Bidder/Broking Company should have approved Trading Platform by NSDL. Bidder should be well versed with NSDL Demat application (Depository Participant Module).		
5	Bidder is position to promote this scheme throughout the country with the support of their marketing team and Branch offices by handholding and required support services to our Bank Branches		
6	Bidder should implement STP (Straight through Process) for inserting transactions into either our Back Office application (DPSecure) or CDSL's 'CDAS' (Depository Participant Module) application and or NSDL Demat Application		
7	Bidder will have to provide complete grievance redressal mechanism to resolve the various issues of investor customers		
8	The Bidder will receive and attend the requests, received from investor customers and will entertain the requests promptly within the timeline laid down by respective regulatory authority/stock exchange/depositories time to time		
9	Bidder will maintain a control Register to record the date of request received from customer with name of customer and time & date of disposal of request		
10	The Bidder has to provide seamless migration of the application and platform after expiry of contract period, if Bank selects another bidder after the contract period or during the contract period due to any reason		
11	The platform should be capable of maintaining the client limits or should have the capability to dynamically fetch client limit and facilities related information from there as part of transaction processing		
12	The platform should have capability to integrate with Core Banking System for transaction processing (Bank is having TCS Bancs-24 CBS solution). System should support authentication through Tokens/ Soft Token, OTP, Digital Certificates, IP Address & Mobile Application		
13	The platform should check/record/verify authentication of source of each transaction like user IDs, IP address, Mac address etc. that is required for audit purpose		
14	The platform integration testing will be followed by user acceptance testing, plan for which has to be submitted by the bidder to the Bank		
15	The platform should have the capability to support the customization of the product for different jurisdictions as per the local Regulations as well as client needs		
16	The Platform should also have proven abilities of assisting the Bank in maintaining audit trails, audit logs of all its functions/processes		
17	The platform should be capable of Algorithm Trading dully approved by SEBI, to leverage the speed and computational resources of computers. The platform should execute orders using automated pre-programmed trading instructions accounting for variables such as time, price, and volume.		
18	If there is any core banking system upgrade or replacement of any other dependent system then it is Bidder's responsibility to ensure that the integration with the core banking system is provided without affecting the normal course of business without any additional cost		

19	The bidder will be responsible for Backup up of Application and Data Base as per the requirement of the Bank		
20	The Platform should be capable of providing zero downtime patching and updates		
21	The Platform should have the ability to support web-based administration module for the complete management of system		
22	The Platform should be capable of providing Time - based / Event - based reminder		
23	The Platform should have facility of forget / reset user id / password		
24	The bidder should follow robust security measures to ensure data privacy and compliance		
25	Platform should have new age UI - consolidated view in single UI like Real time price, trade blotter, real-time chat, standard/user specific report/dashboards etc. to meet all the user requirements. - be it a trader, customer, treasurer/trader, branch, processing centres		
26	2. Platform should be configurable enough to control the features/fields to be shown on/for each type of user interface. a. Trader b. Customer / Corporate c. Branch d. Processing centres – Back Office		
27	Platform should provide Multichannel support - web/desk/mobile/branches and includes support for aggregators and API integration with external/internal application of bank		
28	Platform should be capable of API integration for pricing, enquiry and trade generation		
29	Platform should have configuration driven White Labelling capabilities to meet bank's branding requirement		
30	Platform should provide seamless user experience in terms of performance of the screens/system, flow of information from customer/Bank to trader without any latency, quick screen/data refresh		
31	Platform should have Multi factor authentication, password management, AD integration, OTP etc		
32	Platform should be configurable enough to enable different type of authentication method for each and every type of user type		
33	Platform should be capable to send notifications regarding trade confirmation, limit threshold based notification, due date reminder etc		
34	The platform should have automatic password unlock, password reset facility based on OTP, email, and question based mechanism		
35	Platform should be capable of Portfolio tracking tools for managing investments		
36	Platform should be capable of advanced charting and technical analysis capabilities		
37	Platform should be capable of Placing / managing different order types like market, Limit, Stop Loss		
38	The platform should be capable of Generating/saving/printing customizable reports, outstanding transaction reports, etc		
39	Platform should have a provision to configure multiple users for corporates e.g. User wise limits allocation, request/stage, split/combine, multiple deals etc		
40	The platform should have the capability to fetch the client related details from other linked systems i.e. CBS etc, for marking lien on customers's Bank account for purpose of executive trade transaction		
41	The platform should have the capability to define user and customer hierarchies and ability to group users and customer, Bank staff		

Scoring Methodology- 1 Marks for Available, 0 Marks for Not Available

Weighted score out of 25 shall be Calculated for Technical Evaluation Purpose (as per Annexure-V of this RFP) based on responses submitted by the bidder.

Note-

It is mandatory to submit the Technical & function compliance only in the prescribed format above. Bank may ask the bidder to furnish the support documents in support of any specification complied as available. Bank also reserves the right to validate the responses through product demonstration / against valid documents supporting the responses.

The Technical & Functional Requirements are required to be 100% comply by the bidder. Any non-compliance to the mandatory Technical & functional Requirement by the bidder may leads to disqualification of their bids.

Date:

Place:

Signature of Authorized Signatory: Name of Signatory:

Designation:

Seal of Company:

ANNEXURE X

[Undertaking to be given on a Non-Judicial Stamp Paper of Appropriate Value]

***Central Bank of India
Deputy General Manager
Resources Department
1st floor, Bajaj Bhavan
Nariman Point Mumbai 400021***

Dear Sir,

Sub: Request for Proposal (RFP) for Implementation of Online Share Trading Facility for Central Bank of India Customers and offering Demat account related services

RFP Ref No.: GEM/2025/B/6828132 Date 27.10.2025

With reference to the above RFP we have to state the following:-

1. We undertake to respond to any further evaluation including presentation as and when called for by the Bank under limited tendering process.
2. We have examined and understood the instructions, terms and conditions forming part of the abovementioned RFP and agree to abide by the General Terms and Conditions stated therein.
3. We further confirm that any offer in response to RFP will be in conformity with the terms and conditions as mentioned therein.
4. We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.
5. We also understand that our empanelment and performance will be reviewed on a yearly basis and, if found unsatisfactory will be removed from the list of empanelled vendors.

Yours faithfully,

Authorised Signatory
(Signature and Seal of the Company / Firm)

Name & Designation :

Name of Company / Firm:

Full Address of the Company / Firm:

Date:

ANNEXURE – XI**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

To,

*Central Bank of India
Deputy General Manager
Resources Department
1st Floor, Bajaj Bhavan
Nariman Point Mumbai 400021*

Dear Sir(s),

Sub: Request for Proposal (RFP) for Implementation of Online Share Trading Facility for Central Bank of India Customers and offering DEMAT related Services in reference of RFP Ref No. GEM/2025/B/6828132 Dated 27/10/2025

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA/SEBI or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. *We undertake that there is no suspension order of business against us by SEBI/NSDL /CDSL/ NSE/BSE in the past three years.*
- g. (Deviation to the above if any, the Bidder must provide details of such action(s))

1.

2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

ANNEXURE- XII**PRE CONTRACT INTEGRITY PACT****(To be stamped as per the Stamp Law of the Respective State)**

Whereas Central Bank of India having its registered office at Chandermukhi Nariman Point Mumbai , Central Bank of India, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Central Office at Mumbai and acting through its department , *Resource and Business Development Department, 4th Floor Chandermukhi, Nariman Point, Mumbai*, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (Implementation of Online Share Trading Facility Under Tie Up Arrangement for Central Bank of India Customers and offering services to DEMAT customers and other related services) hereinafter referred to as Stores and / or Services. And

M/s _____ represented by _____ Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company//partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Bank and registered as a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985,. Buyer and Bidder/Seller shall hereinafter be individually referred to as —Party or collectively as the —parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of Implementation of Demat and Online Share Trading Facility Under Tie Up Arrangement for Central Bank of India Demat Customers and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

1. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5 Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder being a Share Broking House /Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any

such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that any of the representations of the Seller is incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP/RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and MCLR Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies affected till date of termination would be made in normal course.
- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

- 9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Price Fall Clause

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU/PSBs during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

12. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Mumbai, India.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration.

- 14.1** This Integrity Pact begins when both parties have legally signed it. It expires on finalization of contract.
- 14.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Central Bank of India.
- 14.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15 Other Provisions

- 15.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

- 15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
16. This Integrity Pact is signed with Central Bank of India exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
18. The Parties here by sign this Integrity Pact.

BUYER

Signature:

Authorized Signatory

Department of

Place:

Date:

Witness:

(Name & Address)

BIDDER /SELLER

Signature:

Authorized Signatory (*)

Witness:

(Name & Address)

ANNEXURE - XIII

**RFP Ref. No
GEM/2025/B/6828132**

Date 27.10.2025

NON-DISCLOSURE AGREEMENT

(To be stamped in accordance with the stamp act)

This Non-Disclosure Agreement is entered into on thisday of..... 2025

BETWEEN

Central Bank of India, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Central Office at ChanderMukhi, Nariman Point Mumbai-400021 hereinafter referred to as “**the Bank**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST**

PART/ DISCLOSING

PARTY AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the successful bidder is sometimes referred to herein as a “**Party**” and together as the “**Parties**”).

WHEREAS the Successful bidder/Responding *Party is inter alia engaged for*

Implementation of offering Online Share Trading Facility for Central Bank of India Customers and offering support services for DEMAT accounts and other related services as per the terms and conditions specified in the RFP Ref No. **CO:RD:2025-26:88 Dated 27.10.2025**

The Successful bidder/Responding Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for Implementation of online Trading services and support services for DEMAT accounts and other related services.

WHEREAS the Parties recognize that each other’s business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party’s business, impair a Party’s investments and goodwill, and jeopardize a Party’s relationship with a Party’s clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. “**Confidential Information**” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Successful bidder/Receiving Party agrees not to use the Bank's/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply

to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavour to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Mumbai. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

11. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the termination of the main agreement (except for personal customer data which shall remain confidential forever.)

12. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

13. General Provisions.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement.

(f) Amendment: Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(g) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Mumbai only.

(h) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and(the selected successful bidder)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of the Bank

Signature: _____

Name

Designation: _____

Date:

For and on behalf of

(The selected successful bidder)

Signature:

Name

Designation: _____

Date: