

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

REQUEST FOR PROPOSAL
OF
DESIGN AGENCY

Sr. No.	Activity	Details
1	RFP Number	SSL/RFP-PR01/2024-25
2	Bid Document availability including changes/amendments, if any to be issued	RFP may be downloaded from Company's website https://www.sbisecurities.in/procurement-news
3	Release of RFP	22 nd Oct 2024
4	Pre Bid	Queries on email
5	Technical & Commercial Bid submission	12 th Nov 2024 (Tentative Date)
6	Technical Bid Opening	15 th Nov 2024 (Tentative Date)
7	Technical Bid Evaluation and Presentation of shortlisted Service Providers	21 st Nov 2024 (Tentative Date)
8	Opening of Commercial Bids (Technically Qualified bids)	21 st Nov 2024 (Tentative Date)
9	Method of Selection	The method of selection is Techno-Commercial.
10	Bid Submission Contact Details	SBICAP Securities Limited, Marathon Futurex, 12th Floor, B Wing, N. M. Joshi Marg, Lower Parel, Mumbai, Maharashtra, India. Pincode: 400 013 Email IDs for queries related to RFP: Digitalinitiatives@sbicapsec.com , SSLIT-Procurement@sbicapsec.com
11	SSL - Contact Details	Ms Charvee Saraiya (Asst. Manager – Product) Mob - 8320397183 Email- Charvee.Saraiya@sbicapsec.com Mr Harshit Shetty (Manager - Product) Mob - 9967253441 Email – harshit.shetty@sbicapsec.com

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1. Background

SBICAP Securities Ltd (SSL) is inviting bids from eligible Bidders for Design, Audit, competition analysis, user research for Design for Web trading app and Mobile App with SSL systems. The Bidder should be an authorized partner and competent enough to install, configure, maintain and support the proposed UI/UX designs.

2. Invitation of Tender Bids

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

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

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

3. Eligibility Criteria

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

1. The bidder should be a company registered in India as per Company Act 1956/2013 or a partnership firm/ a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India for last 2 years from the date of RFP. (Certificate of incorporation/Registration is to be submitted).
2. The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation & Amortization) in the last three financial years, (2019-20, 2020-21, and 2021-22). This must be the individual company turnover and not that of any group of companies. (Copies of the audited balance sheet and Profit/Loss statement of the firm is to be submitted.)
3. The bidder should be the sole proprietor of the Proposed Solution on the date of RFP, with an authority to design, update and supply the proposed Solution.
4. The bidder must have own/Rented/Registered support offices in India. (Address and Contact details should be submitted)
5. Bidder must have supplied & implemented the Proposed Solution in Two (2) BFSI during the past 3 years in India.
6. The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.
7. Upon the handover of the final design, the design agency agrees to provide a complete Knowledge Transfer of all assets and resources used in the creation of the design. This includes, but is not limited to, original files (such as design files, wireframes, and prototypes), images, icons, fonts, illustrations, assets, elements and any data or materials utilized during the design process. All assets should be organized and delivered in a format that ensures easy access and usability by the client for future modifications or implementations.

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

4. Broad Scope of Work

SSL proposes to Hire Design Agency for Design, audit, service for 12 months of support.

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

1. The scope of the work is design, update and supply of module procured under this RFP with its features to be integrated with SSL systems. The bidder will provide support and maintenance during the project period or until SSL confirms completion of the project.
2. The selected design agency must provide support for the module and features specified in this RFP.
3. The support cost of the module will be included in capital cost of the products. The product support period will commence after delivery of initial design with module and features mentioned in scope.
4. The Bidder will provide the support & service as per Technical Specification (**Annexure-A**) and Scope (**Annexure-D**) of the RFP.
5. Module and its features delivered under this RFP should be covered under comprehensive ATS.
6. Any changes requested by SSL to the original design provided by the bidder must be implemented at no additional cost to SSL.
7. Technical and functional documentation of the entire project should be submitted to SSL in Printed / Digital Book Format.

5. Prize Freezing

The prices finalized shall remain valid for 12 months from the date of purchase order. SSL may place purchase order for additional requirements at the discovered price through this RFP process within one year from the date of purchase order.

6. Cost of Bidding

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

7. Instructions for Bid Submission

Bid Security/EMD(Refundable)

- The bidder should deposit bid security of Rs. 500,000/-(Rupees Five Lacs Only) in the form of a demand draft favouring SBICAP Securities Limited, payable at Mumbai or Bank Guarantee issued from Scheduled Commercial Bank. Bank Guarantee should be valid for minimum 6 months from the date of issuance of RFP with claim period of 45 days.
- EMD should be submitted to Mr Harshit Shetty (9967253441) of Digital Initiatives Department, along with tender documents.
- In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. Other terms & conditions relating to Bid security is as under:
 - No interest will be payable on the Bid Security amount.
 - Unsuccessful Bidder's Bid security will be returned after completion of tender process.
 - Bid Security will be forfeited in the following cases:
 - If a bidder withdraws its bid during the period of bid validity; or
 - If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
 - In case of a successful Bidder, if the Bidder fails:
 - To execute Contract within the stipulated time or
 - If the bidder refuses to accept the corrections of errors calculated in accordance with the terms of RFP.
 - The successful Bidders Bid security will be discharged upon the Bidder on Project Signoff.

8. RFP Process

8.1. The technical and commercial proposal with the relevant information/documents/acceptance of all terms and conditions as described in this RFP document will be submitted online portal as mentioned below **Part A- "Technical Bid for Hiring of Design Agency"** and **Part B- "Commercial Bid for Hiring of Design Agency"**.

Online e-Tender details:

e-tender portal: - <https://etender.sbi>

e-mail: etender.support@sbi.co.in

Below contact details if any clarification regarding tender submission or technical support

Name	Phone Number	Email Id
Fahad Khan	9904406300	fahad@eptl.in
Shaikh Nasruddin	9510812960	shaikh@eptl.in
Hiral Purohit	9510812971	hiral.purohit@eptl.in
Mubassera Mansuri	7859800621	mubasser@eptl.in
Jay Vyas	9265562819	jay.v@eptl.in

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

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

1.	Release of RFP	22 nd Oct 2024
2.	Pre-Bid	Queries on email
3.	Technical Bid submission	12 th Nov 2024 (Tentative Date)
4.	Technical Bid Opening	15 th Nov 2024 (Tentative Date)
5.	Technical Bid Evaluation and Presentation of shortlisted Service Providers	21 st Nov 2024 (Tentative Date)
6.	Opening of Commercial Bids	21 st Nov 2024 (Tentative Date)

8.4. The bidders are requested to note that:

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

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

S/N	Particulars	Annexure	To be submitted with
1	Technical Specification	Annexure-A	Technical Bid
2	Commercial Bid	Annexure-B	Commercial Bid
3	Eligibility Criteria	Annexure-C	Technical Bid
4	Scope	Annexure-D	Technical Bid

10. Terms & Conditions :

- 10.1. SSL reserves the right to accept in part or in full or reject the entire quotation and cancel the entire tender, without assigning any reason there for at any stage.
- 10.2. Any terms and conditions from the Vendors are not acceptable to the SSL.
- 10.3. SSL reserves the right to impose and recover penalty from the vendors who violate the terms & conditions of the tender including refusal to execute the order placed on them for any reasons.
- 10.4. Not with standing feature set mentioned in the Tender the feature set are liable to alteration by omission, deduction or addition. Payment shall be regulated on the actual work done at the accepted rates and payment schedule.
- 10.5. The L1 rates finalized discovered will be valid for 1 year and the L1 vendor is bound to execute the orders placed at L1 rates during the duration of the contract.
- 10.6. The prices should be exclusive of all taxes, the vendor should arrange for obtaining of permits wherever applicable.
- 10.7. During the validity period of tender quotes, any upward change in the exchange rate/ excise duty and customs duty are to be borne by the vendor. In the event of any downward revision of levies/duties etc., the same should be passed on to SSL, notwithstanding what has been stated in the quotation or in the Purchase Order.
- 10.8. The Vendor should attach all the related product literature, data sheets, hand-outs, evaluation reports, Bill of Material etc., pertaining to the Product for which the Vendor has quoted.
- 10.9. SSL may change the bid evaluation criteria at its own discretion after receipt of bids from competent bidder. SSL also reserves the rights to remove components from Commercial bid for evaluation purpose and for releasing the work order for partial scope .
- 10.10. SSL will notify successful Bidder in writing by way of issuance of purchase order through letter or email that its Bid has been accepted. The selected Bidder has to acknowledge by return email/letter in token of acceptance.
- 10.11. Penalties for Delayed Implementation - The Implementation should be started immediately from the date of Delivery of the purchase order. If delayed, SSL will charge a penalty of 1% of order value for every week of delay, subject to a maximum of 5% of the order value or will lead to cancellation of the purchase order itself.
- 10.12. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- 10.13. The shortlisting of the vendor will be done on the basis of 70% weightage of technical specifications (Annexure A) and 30% basis commercial Bid (Annexure B).

11. Delivery:

Delivery should be done within 12 months of date of receipt of the purchase order.

12. Payment Terms:

Payment will be done on per module basis, 50% payment after complete delivery of approved wireframe. 40% will be paid after delivery of final approved VD. The balance 10% will be paid after users testing and reports are shared with us. For design audit 100% payment will be done post submission of the report for User Research, Competition Analysis and Design Audit to SSL .

SSL will confirm the project milestone completion, post which payment, as mentioned above, will be made.

13. Submission of Bids

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

- 13.1. Technical Specification as detailed in **Annexure – A**
- 13.2. Commercial Bid as per **Annexure – B**.
- 13.3. Bidders Organization Profile Eligibility criteria along with supporting documents as per **Annexure – C**.

14. Bid Evaluation Process

14.1. Bidder Eligibility Criteria

- 14.1.1. Bidder Profile and experience in the industry.
- 14.1.2. During evaluation and comparison of bids, SSL may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
- 14.1.3. SSL reserves the right to evaluate the bids on technical & functional parameters including client site visit and witness demos of the system and verify functionalities, response times, public documents, Market Share. Group Company experience with product etc.

14.2. Commercial evaluation

- 14.2.1. Technical bids will be opened for eligibility criteria by SSL IT Team.
- 14.2.2. Technical evaluation will include technical information submitted as per technical Bid format.
- 14.2.3. Only the bidders who have complied with all the points of Technical Bid shall qualify for Commercial Bid evaluation, accordingly Commercial bids will be opened for Commercial Evaluation. Based on the Commercial Bids, The TPNC will shortlist the bidders for negotiations.

15. General Terms & Conditions

15.1. Confidentiality

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

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

15.2. Non-Disclosure Agreement

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

15.3. Governing Law and Jurisdiction

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

15.4. Arbitration

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

15.5. Indemnification

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

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

15.6. Force Majeure

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

15.7. Termination

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

15.8. Data Protection

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

15.9. Intellectual Property

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

16. Technical Specification:

Annexure - A

Sr No	Technical Details	Description	Weightage	Yes/No	Remarks
1	Define User Persona	Understand the targeted and existing users of SBI Securities for both web and app platforms to develop a user-centric approach for product design	8		
2	Onboarding users	Onboarding 20 users, with 4 users from each zone (west, east, north, central and south), to ensure diverse representation and feedback for both web and app. And the users should not be internal employees of SSL and Design agency	2		
3	User Research	Analyse the users requirements ,identify the pain points from the 20 onboarded users to gather insights and document the user requirements for both web and app.	10		
4	User Interview	Conduct Interviews for 20 users , SSL should also be included while conducting interviews and provide the interview recordings and summaries to SBI securities as proof, covering both web and app usage.	10		
5	Product Journey Optimization	Analyse the user experience on existing product for both web and app journeys by identifying areas of improvement	10		
6	Competitive research	Research competitors to identify market trends, features, and strategies across web and app platforms that can be leveraged to stay competitive.	10		
7	UX audit	Conduct a UX audit for existing app by documenting findings through photos and videos to identify usability issues and areas for improvement	10		
8	information architecture	Develop comprehensive site map for both web and app to organize and structure the information effectively, ensuring ease of navigation.	5		
9	Wireframes	Ideate, prototype and validate solutions to address key challenges and problem statements through iterative designs for web	5		
10		Ideate,prototype and validate solutions to address key challenges and problem statements through iterative designs for app.	5		
11	Wireframes feedback	Collect feedback on the wireframes for both web and app and update them accordingly to ensure they meet user and business requirements.	2		
12	Interface /Visual Design	Design the user interface for web , adhering to flutter design guidelines and incorporating icons, illustrations, and colour schemes for both dark and light modes, aligned with SBI securities' brand theme using Figma	15		
13		Design the user interface for app, adhering to flutter design guidelines and incorporating icons, illustrations, and colour schemes for both dark and light modes, aligned with SBI securities' brand theme using Figma	15		
14	User testing	Conduct a User review for both web and app by documenting findings through photos and videos also including us to identify usability issues and areas for improvement	5		
15	Report	Provide a detailed analysis of each piece of feedback for both web and app, offering recommendations for implementation and future improvements.	3		

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

Sr No	Technical Details	Description	Qty	Final Cost	Monthly Retainer(TNN)
1	Define User Persona	Understand the targeted and existing users of SBI Securities for both web and app platforms to develop a user-centric approach for product design			
2	Onboarding users	Onboarding 20 users, with 4 users from each zone (west, east, north, central and south), to ensure diverse representation and feedback for both web and app			
3	User Research	Analyse the users requirements, identify the pain points from the 20 onboarded users to gather insights and document the user requirements for both web and app.			
4	User Interview	Conduct Interviews for 20 users, and provide the interview recordings and summaries to SBI securities as proof, covering both web and app usage.			
5	Product Journey Optimization	Analyse the user experience on existing product for both web and app journeys by identifying areas of improvement			
6	Competitive research	Research competitors to identify market trends, features, and strategies across web and app platforms that can be leveraged to stay competitive.			
7	UX audit	Conduct a UX audit for existing app by documenting findings through photos and videos to identify usability issues and areas for improvement			
8	information architecture	Develop comprehensive site map for both web and app to organize and structure the information effectively, ensuring ease of navigation.			
9	Wireframes	Ideate, prototype and validate solutions to address key challenges and problem statements through iterative designs for web			
		Ideate, prototype and validate solutions to address key challenges and problem statements through iterative designs for app.			
10	Wireframes feedback	Collect feedback on the wireframes for both web and app and update them accordingly to ensure they meet user and business requirements.			
11	Interface /Visual Design	Design the user interface for web, adhering to flutter design guidelines and incorporating icons, illustrations, and color schemes for both dark and light modes, aligned with SBI securitie's brand theme using Figma			
		Design the user interface for app, adhering to flutter design guidelines and incorporating icons, illustrations, and color schemes for both dark and light modes, aligned with SBI securitie's brand theme using Figma			
12	User testing	Conduct a User review for both web and app by documenting findings through photos and videos to identify usability issues and areas for improvement			
13	Report	Provide a detailed analysis of each piece of feedback for both web and app, offering recommendations for implementation and future improvements.			
14	Change request	per man day cost, If SSL asks for any additional designs and activities apart of the above scope			

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

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

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

Technical Details	Description	Weightage	Yes/No
Define User Persona	Understand the targeted and existing users of SBI Securities for both web and app platforms to develop a user-centric approach for product design	8	
Onboarding users	Onboarding 20 users, with 4 users from each zone (west, east, north, central and south), to ensure diverse representation and feedback for both web and app. And the users should not be internal employees of SSL and Design agency	2	
User Research	Analyse the users requirements ,identify the pain points from the 20 onboarded users to gather insights and document the user requirements for both web and app.	10	
User Interview	Conduct Interviews for 20 users , SSL should also be included while conducting interviews and provide the interview recordings and summaries to SBI securities as proof, covering both web and app usage.	10	
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Competitive research	Research competitors to identify market trends, features, and strategies across web and app platforms that can be leveraged to stay competitive.	10	
UX audit	Conduct a UX audit for existing app by documenting findings through photos and videos to identify usability issues and areas for improvement	10	
information architecture	Develop comprehensive site map for both web and app to organize and structure the information effectively, ensuring ease of navigation.	5	
Wireframes	Ideate, prototype and validate solutions to address key challenges and problem statements through iterative designs for web	5	
	Ideate,prototype and validate solutions to address key challenges and problem statements through iterative designs for app.	5	
Wireframes feedback	Collect feedback on the wireframes for both web and app and update them accordingly to ensure they meet user and business requirements.	2	
Interface /Visual Design	Design the user interface for web , adhering to flutter design guidelines and incorporating icons, illustrations, and colour schemes for both dark and light modes, aligned with SBI securities' brand theme using Figma	15	

	Design the user interface for app, adhering to flutter design guidelines and incorporating icons, illustrations, and colour schemes for both dark and light modes, aligned with SBI securities' brand theme using Figma	15	
User testing	Conduct a User review for both web and app by documenting findings through photos and videos also including us to identify usability issues and areas for improvement	5	
Report	Provide a detailed analysis of each piece of feedback for both web and app, offering recommendations for implementation and future improvements.	3	
	Total	115	

19. Annexure – D: Scope

Module	Sub-Module	Functionality	Yes/No	Details of the Solution	
User Type Supported	RI / NRI				
Login	Login Button	Client Login			
		Guest Login			
	Sign Up	Open Account Button			
		Guest User Sign Up (Mobile, Google, FB)			
Guest Login	Market Status	Segment Wise			
	Indices Feeds	Nifty, Sensex, Bank Nifty, Nifty IT, SGX Nifty (optional)			
	Markets	Equity			
		Derivative (NSE/BSE)			
		Currency Derivatives			
		Commodities			
		Mutual Funds			
	Global Search	Interactive Search Bar with Recent Search Logic/Voice Search/Recent Searched Scrips.			
		Google Dialog flow, Google NLU and Google Translate APIs are to be provided by SBICAP Securities. The features and quality of the solution is limited to the features and quality provided by the Google APIs."			
	Notifications	General Notifications			
	Quotes Page	Quotes Snapshot with limited data (Delayed by 5-10 mins) - All Asset Classes			
	Chart	Intraday and Historical Chart (Delayed)			
	2-3 additional sections (Thematic Basket Promotion, manual portfolio, etc)				
	Settings	Notifications On/Off			
		Home Screen Set Up			
		Change password (Guest Login)			
		Other Settings			
	Login Help	Forgot Password			
Post Login	Login	Login with 2FA with two options 1. Username, OTP & Password 2. After successful login in method 1 user will be asked if he wishes to set MPIN and login request can have username, device ID and MPIN as 2FA. Username will be saved in device cache and on subsequent loading of the login page, user can login using just MPIN. (his username is pre populated on top)			
		Logout			
		Session Management/SSO			
		Login with QR code			
		Password expiry (90 days Logic)			
		Login Help	Forgot Username		
			Forgot Password		
			Forgot MPIN		
			Unlock Account		
			Change Password		
	Set/Edit Username				

		Expiry / Prompt- Password		
		Dormancy Enablement 12 months & 24 months		
	Resume journey	Start your journey from where you left.		
Dashboard	Portfolio snapshot			
	Index snapshot	For multiple index		
	Index change along with % chg			
	chart along with duration filter			
	Negative contributors	company name along with points moved		
	Positive contributors	company name along with points moved		
	Top gainers (stocks)	Gainers for today, 1 week, 1 month, 1 year		
	Top losers (stocks)	Losers for today, 1 week, 1 month, 1 year		
	Top gainers (sectors)	Gainers for today, 1 week, 1 month, 1 year		
	Top losers (sectors)	Losers for today, 1 week, 1 month, 1 year		
	Most active stocks	Active by volume & value for today, 1 week, 1 month, 1 year		
	Most active contracts	Futures, CALL & PUT		
	Stock market news			
	Detailed Index snapshot	Show list of all indices (India and Global) with basic comparison points		
	Event calendar	for corporate action		
	IPOs	open, upcoming, closed		
	Daily morning note	SSL Research Daily market mirror & Morning Update		
	Shark portfolio	Powered by Trendlyne		
	CMS driven banners	Option to upload multiple banners		
	Open orders			
	Trades executed today			
	Quick links to other internal sections			
Market Watch	Predefined Market Watch			
	SSL research calls as market watch			
	Top stocks held by FII and DII			
	Stocks which are going to pay dividend soon			
	Portfolio Market Watch			
	Holdings and Positions Market Watch			
	User Market Watch (Create/Delete/Mark as Default)			
	Add/Delete/Rearrange Scrip			
	Global Search	Interactive Search Bar with Recent Search Logic		
Screeners -Index/stock/sectors	Rising delivery percentage	DoD, MoM QoQ and YoY		
	Rising cash flow	QoQ YoY		
	Rising net profit	QoQ YoY		
	promoter increasing holdings with low pledges	QoQ YoY		
	Strong annual EPS growth			
	Good quarterly growth in recent quarter			
	High return on capital deployed (ROCE)			
	Stock with highest MF holding	For this quarter		
	All Third party screeners provided by Trendlyne			
Market overview - Sector	Sectoral indices			
	Intraday and historical charts of sectoral indices			
	Sector snapshot			
	Advance / declines / unchanged			
	Sector heatmap			
	Comparisons of the companies in sectoral indices	Overview, Technical, Fundamental Pivot level		
	Sector news			
	Upcoming corporate action			
Quotes - Stocks	Search			
	company name & script code			
	LTP, change and % change	BSE & NSE both		
	Market depth	20 market depth along with total buy & sell qty		

	About the company	small brief on the company		
	previous close			
	Open, high low close			
	52 week low / high			
	Returns	6m / 1Y / 3 y		
	Returns & volume			
	Mkt cap			
	volume			
	ATP			
	Last traded time			
	Last traded quantity			
	signals			
	div yield			
	ADTValue			
	ADTVolume			
	PE ratio			
	EPS			
	Price/book			
	Price chart with duration			
	P&L table			
	balance sheet table	All financial reports (standalone & consolidated) yearly / half yearly / quarterly		
	SWOT analysis			
	Bulk / block deals			
	Technicals	EMA & SMA, Resistance & support, Delivery & volume, etc. provided by Trendlyne		
	Returns calculator			
	share holding patters			
	FII/DII / MF investment			
	corporate action			
	company news			
	SSL Research view			
	Similar stock	With peer comparison		
	Actions	Set alert and add to watchlist		
Quotes - F&O	Search			
	chart along with duration filter			
	High & low			
	prev close			
	Spot price			
	Open intr (Put & Call)			
	Previous OI (Put & Call)			
	Bid Price			
	Bid qty			
	Rollover %			
	Average price			
	No of contract traded			
	Turnover (Rs in lakhs)			
	Market lot			
	R&S (Underlying)			
	Option / Future screeners (data points)			
	Open interest change/change wrt time			
	Open int %			
	Offer price			
	Offer qty			
	Rollover cost			
	Open interest analysis	Increase in OI and increase in price, Increase in OI and decrease in price, etc.		
	IV for each strike			
	Option chain			
	Most active contracts	Futures, call & PUT		
	PCR for Spot			
	Build up	Long, short, Long unwind, Short cover		
	Technical by Trendlyne			
Quotes - Mutual Fund	Scheme name			
	details of the scheme	Growth / IDCW, ratings, fund manager details, etc		
	NAV	Current, change, % change		
	Returns (Abs. & CAGR)	1M, 1Y, 3Y & 5Y. Lumpsum return and SIP return along with returns of benchmark as		

		well. All MF data points to be fetched from Crisil		
	min investment			
	AUM			
	Exit load			
	Expense ratio			
	Risk-o-meter			
	Fund manager			
	Lock in period			
	Scheme Benchmark			
	NAV performance chart with duration	Lumpsum and SIP both		
	Sectors	Portfolio details		
	Company	Portfolio details		
	Scheme document			
	Peer compare			
	NFO			
Upcoming IPO	Normal IPO	Normal and SME, subscription status		
	SME			
	IPO details	subscription one & close, price range, min investment		
	Subscription status	Retail, QIB, NII, etc		
	About the company			
	Financial numbers	P&L, balance sheet		
	Strength and weakness			
	CMS content	SSL research on IPO to be published		
Recently listed IPO	Details	Listed date, IPO price, Listing price, listing change, LTP, current change		
Research - Technical	All short duration calls	For Equity, F&O and currency. All research calls and reports will come via existing APIs.		
	Multi leg strategy	L2 L3 F&O strategies		
Research- Fundamental	Longterm calls	For Equity including pdf report and rationale		
Research – MF	MF calls			
	Recommended baskets			
Research - Reports	Reports	Daily, weekly, monthly, event based, etc.		
Search	Global search bar	Interactive Search Bar with Recent Search Logic/Voice Search		
	Notification	Personalized & general		
Place Order (Fresh/Modify/Cancel)	Equity/Derivative/Currency	Exchange: NSE/BSE		
	Order Types:	CNC - Delivery/ Carry Forward along with product conversion		
		Margin - MIS/Intraday		
		MTF		
		Cover Order (with trailing stop loss & book profit order)		
		Bracket Order		
		Collateral Sell		
		T+5		
		Encash		
		AMO		
		GTC/GTV		
		Basket Order		
		View Margin (For this order and overall)		
		Calendar Spread		
		Order slicing		
		Multiple leg strategy order		
	Commodity	Exchange: MCX/NCDEX		
		Order Types: Carry Forward, Intraday, GTDT		
	Equity SIP			
	Quick SIP			
	Buyback	Order placement, Order book, security limit demat balance		
	Delisting	Order placement order book		
	SOR	Smart order routing		
	Basket Order			
	Favourite Order			
	Purchasing Power Prompt (Prompt to the user for changing the product type to get more quantity)			

	Product Conversion			
	Bulk square off			
	Bulk order cancellation			
Order Reports	Order Book	Today's Order (Modify/Cancel)		
		Order History (Modify/Cancel)		
		Order Trail (Modify/Cancel)		
	Trade Book	Today's Trade		
		Trade History		
		Product conversion		
	Position Book	Open/closed/overall positions		
		Position conversion/square-off/Multiple Square off		
	My Holdings Report	Equity Holdings (Equity & MF)		
	Obligations/Share Projection Report/T+1 Holdings Report			
	Carry forward positions			
	SIP Request book			
Back Office Reports	Ledger Report			
	MTF - Interest report			
	Contract Note	Common Contract Note		
	Currency contract note			
	Commodities contract note			
	Historical statement for order log, trade book, etc			
	Delayed payment charges			
	Trade bills	Equity & F&O and currency		
	Stock eligibility			
	Equity SIP Stock list			
	Other Reports	Bank hold release, F&O & currency Intraday, F&O & currency Margin report, payin - payout shortage		
Portfolio	Summary	Overall		
		Asset Class Wise (Equity / MF / F&O / Currency / FD / NPS)		
	Sector wise allocation			
	Max gainers & losers			
	Detailed View	Email/Download (PDF/Excel)		
	Transactions View	Email/Download (PDF/Excel)		
	Asset Class Portfolio	F&O / FD/RD/Real Estate/RI/NRI Portfolio		
	Manual transaction	Add/modify/Delete/Upload for all asset class including real estate, jewellery, laptop, car, etc.		
	Portfolio Performance			
	Top performing holdings	For all asset class		
	Portfolio Events			
	Portfolio Analyzer			
	Research on My Portfolio			
	Portfolio Reports	Capital Gain/Loss (Grandfathering & Non Grandfathering) ((Email/Download) (PDF/Excel))		
		Demat (Holding/Transactions) ((Email/Download) (PDF/Excel))		
		MF - Unit Holding ((Email/Download) (PDF/Excel))		
		Profit & Loss Statement ((Email/Download) (PDF/Excel))		
		Portfolio Nearing Long Term		
		Transactions History ((Email/Download)(PDF/Excel))		
		Events Calendar		
		List of Corporate Actions (upcoming)		
		XIRR reports		
Mutual Fund	Place Order (Fresh/Modify/Cancel)	Order Type: (Distribution and Exchange both)		
		One Time Purchase		
		Additional Purchase		
		SIP		
		Redeem		

		SWP		
		STP		
		Switch		
		Basket order (multiple MF orders are placed in one go)		
		Folio Transfer		
		NFO/FMP/ETF		
	Order Book	Today's Order (Modify/Cancel)		
		Order History (Modify/Cancel)		
		Order Trail (Modify/Cancel)		
	Holding Report			
	Market Watch	Predefined Market Watch/ NFO Market Watch		
		User Market Watch (Create/Delete/Mark as Default)		
		Add/Delete Scheme		
	Mandate	Create Mandate (NACH/E-Mandate/Biller/iSIP/Auto Lien)		
		Mandate Status Report		
	Scheme Details			
	Charting			
	Funds Information			
	Return Risk Meter			
	Performance			
IPO/OFS/Bonds/NCD/ FD/ Rights / NPS	Redirection to inhouse developed pages			
	Order Reports			
Manage Funds	Add Funds	Allocate Funds, show bank balance Lien/Unlien Funds (Manual and Trade Level both)		
	Available Funds	Fungible Limits across Products with in detail Breakup		
		Transfer Funds - Non SBI Banks (Net Banking and UPI)		
		SBI DIRECT API Integration		
		Show Bank Balance		
		Withdraw Funds		
		Fund Transfer History		
		(Last 7 Days) (Download (PDF/Excel)		
		Trade Level Lien/Unlien Funds		
		Available, Utilized, Total		
		Hold/Release, Transfer, UPI for 3in1 and 2in1 along with showing bank balance		
Limits	Stock limits			
	Unpledged shares			
	Security hold / release			
	Request funds payout			
	Payout book			
Research	Research Ideas (All Asset Class)	Single Click Order Placement		
	Research Reports (with PDF Download)	Single Click Order Placement		
	Thematic Basket with separate portfolio and returns			
	Thematic basket features like: create, explore, lumpsum, SIP, watchlist, quote, order & reports.	Single Click Order Placement		
News	My News			
	General News			
Tools	Margin Calculator			
	Brokerage Calculator			
	Span Calculator			
	Cost of carry calculator			
	Option Calculator			
Alerts	Set /edit/delete alerts (For Indices and Scrips)			
	My Alerts			
Notifications Centre	Order Notifications	Order Placed, Modified		
	Trade Notifications	Read/Unread Mark option		
	Personalized Notifications			

	Research Notifications			
	Trade and other actions from Notifications			
	Notification Book with Read Unread and Count			
Market Commentary	All Asset Class			
My Profile	Edit Username			
	Remember Username			
	Personal Details (View and Edit)	Using Aadhaar		
	Account Details (View and Edit)	Edit using Penny drop Integration		
	Aadhaar - UIDAI data saving at vault level			
	Subscription Details	Renew/Stop Subscription		
	Current Brokerage Plan Details	View/Edit		
	Current Active Segments and Products	Segment and Product Enablement		
		(enable non active segments like FO/MF/CD/COMM and not active products like E-margin, SOR,		
		FATCA, RDA, C KYC disclaimer acceptance etc.)		
	Registered Devices	Register New Device/Delete Device		
	Settings and Preferences	Notification On/Off, Dashboard Setup/Feeds On/Off, Research Preferences, Session Time Out preferences, Theme Change (Dark and Light and auto theme setting), change chart preference, default landing page preference		
	Profile modification, activation request, account closure, etc	Redirection to inhouse developed pages		
Third Party Integrations	smallcase	Redirection integration required with SSO		
	Trendlyne Scanners	All Trendlyne scanners and other analytical data		
	Global Investment	Integration with shortlisted partner for global investment		
	MoEngage	Integration with MoEngage to capture customer journey, event capturing, campaign management, notifications.		
	Derivative Nerve	Derivative strategy creation Pre build strategy Smart option chain Scenario analysis position analyser Strategy order book Strategy position book		
Feedback Mechanism				
FAQs/Help Section				
Contact Us	Details Page			
	Branch Locator using Google Maps			
	Know your RM			
Chatbot		Integration with third party chat bot		
Tab/iPad app		Minimal Screen Design Changes required for making website responsive to android and iOS devices.		
Coach Screen				
Like and Share Mechanism				
Mandatory/Non Mandatory Popups		All regulatory required popups.		
Tracking Mechanism to Manage Guest and User Registration				
Campaigns Offer Management Console	Dedicated "offer zone" for pre – login and post login customers			
	SSL admin console to publish the offer to the Targeted guest / customers			
eDIS integration				
Widgets	On Screen as well as device widgets for key sections			

Analytics	Basic level analytics in the website are required. GA/GTM required as well.			
Dynamic Change in Order messages (for better understanding of user)				
Research	Technical & fundamental calls	Equity, Derivative, Currency MF, pre-defined baskets of stocks and MF, etc. All data to be fetched from API.		
	Reports	Daily report, pick of the day, pick of the week, F*O and currency daily report etc. All data to be fetched from API.		

Note: Modules like Market overview, sector overview, quotes, screeners, research, IPO etc. will be first made available post login. However, development of these modules should be done in such a way that a simple jar movement should help SSL pre login website vendor to make these modules available pre login also. Same conditions will be applicable to any patches in these modules after go live.

20. Annexure – E: Non-Disclosure Agreement (NDA)

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

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

BETWEEN

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

AND

_____ LIMITED, a company incorporated Registered under the Companies Act, 1956 and having its registered office at _____

_____ in (hereinafter referred to as the "Receiving Party"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

WHEREAS:

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

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

1. Confidential Information and Confidential Materials

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

2. Restrictions

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

3. Rights and Remedies

- (a) The Receiving Party shall notify **SSL** immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential materials, or any other breach of this Agreement by the Receiving Party, and will co-operate with **SSL** in every reasonable way to help **SSL** to regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.
- (b) The Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at **SSL**'s request, or at **SSL**'s option, certify destruction of the same.
- (c) The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or Confidential Materials and that **SSL** shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

- (a) All Confidential Information and Confidential Materials are and shall remain the property of **SSL** or any affiliate thereof. By disclosing information to the Receiving Party, **SSL** and/or its affiliate(s) do not grant any express or implied right to the Receiving Party to or under any patents, copyrights, trademarks, or trade secret information.
- (b) Any software, product, service and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including the ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of

such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (d) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of SSL, its agents, or employees, but only by an instrument in writing signed by an authorized officer of SSL. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (e) This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.
- (f) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.
- (g) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (h) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.
- (i) In the event this Agreement (including any schedules, exhibits or attachments hereto) is signed in both the English language and in any another language, any conflict or inconsistency between the different language versions shall be resolved solely by reference to the English language version.

5. Arbitration

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

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

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

SIGNED AND DELIVERED)
 For SBICAP Securities Limited)

In the presence of:)

1.)
 2.)

SIGNED AND DELIVERED)
 For _____ Limited)

In the presence of:)

1.)
 2.)