

Annex III: NDS-OM and NDS-CALL membership

NDS- OM Membership Application Form

Format of Application Form for seeking membership to RBI NDS-OM Segment. To be franked with Stamp Duty prior to execution as per Maharashtra Stamp Act
(To be stamped in accordance with the State Stamp Law in force)

To:

**The Chief General Manager
Financial Markets Regulation Department
Reserve Bank of India
Central Office
Mumbai**

Dear Sir,

REQUEST FOR MEMBERSHIP TO NEGOTIATED DEALING SYSTEM's ORDER MATCHING (NDS-OM)

We hereby seek membership to Reserve Bank of India's Negotiated Dealing System – Order Matching (NDS-OM) as following Member:-

- Both Order Matching and Reported Segments
 Only Reported Segment

2. The requisite particulars, as required, are as under:

A	Name of Applicant			
B	RBI CBS-E-Kuber Member ID			
C	CCIL Member ID			
D	Contact Details of Key functionaries in Money Markets/Fixed Income Operations			
	Head of Treasury	Head of Dealing / Chief Dealer	Head of Treasury Operations / Back Office	Head of Mid Office / Risk Management
	Name			
	Designation			
	Postal Address			
	Telephone Number(s)			
	Mobile Number(s)			
	Telefax Number(s)			
	E-mail ID			
E	Contact Details of Key IT Functionaries			
	IT Head / Systems-in-Charge	NDS Project-in-Charge in IT Dept.		

Name		
Designation		
Postal Address		
Telephone Number(s)		
Mobile Number(s)		
Telefax Number(s)		
E-mail ID		

F	Important IT Related Information Note: Primary- Server on which live operation of NDS-OM running. Secondary – Standby Server				
1	NDSOM Member Server Details				
a	Make/Brand of PGS	Primary		Secondary	
b	Type and speed of CPU	Primary		Secondary	
c	Operating System with Service Pack	Primary		Secondary	
d	Memory	Primary		Secondary	
e	Partitions-wise Total Disk Space	Primary		Secondary	
f	Existing Free Hard Disk Space on PGS	Primary		Secondary	
g	Domain Name	Primary		Secondary	
h	Number and details of Applications currently connected to PGS	Primary		Secondary	
i	INFINET I P Address	Primary		Secondary	
j	IBM Websphere MQ Series Version installed	Primary		Secondary	
k	Number of Queue Managers	Primary		Secondary	
l	Queue Manager Names	Primary		Secondary	
m	Public Key Certificate Serial Number				
n	Public Key Certificate Validity	From		To	
o	Fault tolerant features, if any				
p	Whether Server is running on 24 Hours basis	Yes		No	
q	If answer to (p) above is NO, please indicate daily operational hours				
r	INFINET Connectivity (64 kbps/2 mbps etc.)				
s	Mode of connectivity from Member's Payment Gateway Server to INFINET & service provider	MPLS / Leased Line			
t	Back-up to (u) above	MPLS / Leased Line			

u	FIREWALL details (Name, Brand, software, hardware etc.)		
v	Details of problems related to Network, if any, so far		
2	Details of Hardware/Software Configuration of PC Workstation where "NDS-OM" is proposed to be loaded		
	Specifications	Minimum Requirement	Actual
a	Hardware		
	CPU	Intel Core 2 Duo Processor or Higher	
	Clock Speed		
	RAM	2 GB	
	Monitor	SVGA Colour Monitor	
	Free Hard Disk Space	80 GB	
b	Software		
	Operating System with service pack	Windows XP Professional with Service Pack 3 / Windows 7 Professional 32 bit	
	Database		
	Messaging	IBM MQ Series Client (Version 7.0)	
	NDS-OM configured for Domain/Workgroup user		
	Any other MQ Server environment variable set for designated PC Workstation	No	
c	Suitable printer has been attached to NDS-OM PC Workstation(s)		Yes
3	Account Details		
	Current Account Details		SGL Account Particulars
	Bank Name (RBI/ Designated Settlement Bank)	Account no.	Proprietary SGL Account Number Constituent SGL Account Number
4	User request Template would be sent after this application form is approved by RBI.		

5. We hereby undertake to install in our business premises at our cost requisite IT and communication infrastructure as per specifications provided by RBI to facilitate our connectivity and smooth functioning of NDS-OM.

6. We undertake not to move/shift/relocate/transfer/replicate/duplicate any part of NDS-OM Application's software/hardware without RBI's prior written consent. We undertake to modify, upgrade or replace the above equipment at our cost as and when advised to do so. We further undertake not to modify, upgrade or replace the software/hardware without RBI's prior written consent;

7. We hereby affirm that –

- (a) we are an active member of CCIL;
- (b) we are aware that our membership to NDS-OM will be co-terminus with our RBI CBS (*E-Kuber*) membership;
- (c) all regulatory requirements are being duly complied with and there has been no penal action from regulators for non-compliance;
- (d) adequate internal control and risk management systems are in place;
- (e) we have not been subject to an order of disqualification by any statutory/regulatory authority or an order of similar effect nor have we been convicted for any criminal offence involving any transactions in government securities (including Treasury Bills);
- (f) necessary approval(s) as laid down in terms of our internal rules and regulations has been obtained prior to making this request for membership to NDS-OM;
- (g) we have read and understood the “Guiding Principles” relating to NDS-OM. We shall abide by all rules, regulations, principles, terms and conditions that RBI may stipulate in respect of NDS-OM and that all such rules, regulations, principles, terms and conditions, as amended and applicable from time to time shall be binding on us;
- (h) we shall incorporate our NDS-OM Member Number and concerned NDS-OM User Number allocated to us at the time of grant of access to NDS-OM in all our communications to RBI;
- (i) RBI and/or any of its officials shall not in any way be liable for any loss or damage or consequences that may arise on account of unauthorised and/or wrongful use of our NDS-OM Member Number and/or NDS-OM User Number;
- (j) we or any of our officials shall not have any right, title or interest with respect to NDS-OM, its facilities, software and/or information provided by RBI;
- (k) we are aware that we can place orders/ report trades (as applicable) on NDS-OM on our own behalf as well as on behalf of our constituents and that we shall be liable for all trades executed on NDS-OM for orders entered into NDS-OM on our own behalf or on behalf of our constituents;
- (l) in so far as constituent orders/trades are concerned, the compliances as required under the “Know Your Customer” (KYC) Guidelines issued by RBI are being strictly adhered to;
- (m) we have clear and comprehensive access control policies, systems and procedures in place in our organization and that these have been fully implemented and that the same is being continuously monitored for its strict compliance;
- (n) we shall not permit any of our officials or any other person(s)/entity/ies to –
 - I. use the software provided by RBI for any purpose other than approved and specified by RBI;
 - II. use software provided by RBI on any equipment other than the workstation/s approved by RBI
 - III. copy, alter, modify or make available to any other entity/person the software provided by RBI
 - IV. use the software in any manner other than as specified by RBI
 - V. install or operate a workstation from an unauthorised location
- (o) That the intellectual property rights of such software shall be with RBI and any unauthorised use of the same shall render it to be treated as act of infringement and dealt with accordingly.

- (p) The Member agrees that the Bank shall have the absolute discretion to part with/disclose or disseminate such information concerning the members quotes/trades settled or rejected and either cleared and settled directly in Public Debt Office (PDO) of the Bank or through the Clearing Corporation of India relating to government securities and all other instruments traded or reported on NDS-OM as deemed necessary by the Bank to regulatory authorities, government, other agencies and press and media.
- (q) The Bank shall not be held responsible or liable for any failure of computer system, telecommunication network and other equipment installed at the Member's office premises. The Bank shall have right to inspect and supervise all computer systems, systems software, telecommunication equipments running NDS-OM application software at the members' end.
- (r) The Bank is authorised to review the Member's continuation as a member of the NDS-OM if in the opinion of the Bank any event or likely occurrence of an event where the Member has resulted/ likely to result or affect directly or in any other manner the interests of the Bank or any policy changes of the Bank. The decision of the Bank in this behalf shall be final and binding upon the Member.
- (s) The Member agrees that in case it undergoes any corporate reorganization including any amalgamation, demerger or acquisition of any undertaking, its membership shall be liable for suspension/ termination as per the Regulations.
- (t) In the event of any corporate change in the management of the Member, the Bank shall have a right to call for such information, data and documents as may be deemed necessary and the member shall provide the same to the Bank and also extend all necessary cooperation in this behalf.
- (u) The Member agrees to bind itself in respect of all the transactions made by it with other members through NDS-OM and to use digital signature currently provided by the IDRBT or digital signature provided by a Certifying Authority appointed under the Information Technology Act, 2000.
- (v) The Member unconditionally and irrevocably agrees that any transaction made by it by electronic SGL transfer form through RBI CBS (*E-Kuber*) shall be binding on the member. The Member will not repudiate the transaction/s subsequently for any reason whatsoever and the Bank may act on such electronic forms and put through the transactions without any risk and responsibility.
- (w) The Member agrees that it will indemnify the Reserve Bank against any possible loss/damage suffered in consequence of its acting on electronically reported trades through NDS-OM for settlement.
- (x) Without prejudice to the other rights and remedies available to the Bank, the Member hereby agrees to indemnify and shall keep indemnified the Bank against any loss/damage suffered by the Bank while availing of the facilities through NDS-OM by the Member and any loss, damage, cost, expenses arising due to any default, misconduct or negligence on the part of the Member or any employee, agent, servant or representative of the Member.
- (y) The Member agrees that the liabilities for using NDS-OM facilities for various activities, viz., bids, its submission in auctions and the result thereof, giving quotes, dealing in securities and money market instruments, generating deal ticket and approvals by dealers and settlers i.e. entering into a transaction settled by the Bank in electronic book entry form shall rest solely on the Member. The Member acknowledges that it is well aware of the consequences of signing this undertaking and fully comprehends the terms of using NDS-OM application software.
- (z) In the event of any differences/dispute arising between the Member and the Bank /any other member as to the interpretation, meanings or effect of this undertaking or as to the rights and liabilities of the member/s or the Bank or as to any other matter, the Bank's decision in this behalf shall be final.

8. We further undertake to execute, sign and subscribe to all such deeds, undertakings, indemnities and/or bonds and provide RBI with all information/documents as may be called for and be required by RBI from time to time.

9. We hereby declare that the information given above is true, correct and complete to the best of our knowledge and information. If any of the above statements is found to be false, incorrect, misrepresented or if there is breach of any undertaking or condition stipulated, RBI may take such action as it may deem fit, including termination of our NDS-OM membership.

10. We also hereby undertake to inform RBI about any change in the above mentioned facts within 15 days of the same taking place/coming to our knowledge, whichever is earlier.

11. We hereby confirm that this Application form seeking NDS-OM Membership (of the business segment as indicated on Page1) has been submitted by us in terms of requisite internal approvals obtained by us for this purpose and that the same has been signed by Head of Treasury/ a Senior Official in our Organization who is duly authorised to make such a request.

Place :
Date :

Signature

Name

Designation

NDS- CALL Membership Application Form

**Format of Application Form for seeking membership to RBI NDS-CALL Segment.
To be franked with Stamp Duty prior to execution as per Maharashtra Stamp Act
(To be stamped in accordance with the State Stamp Law in force)**

To:

**The Chief General Manager
Financial Markets Regulation Department
Reserve Bank of India
Central Office
Mumbai**

Dear Sir,

**REQUEST FOR MEMBERSHIP TO ELECTRONIC SCREEN BASED QUOTE DRIVEN
NEGOTIATION SYSTEM FOR CALL, NOTICE AND TERM MONEY TRANSACTIONS
BEING INTRODUCED AS PART OF RBI'S NEGOTIATED DEALING SYSTEM TO
FACILITATE SCREEN BASED DEALING IN MONEY MARKET (NDS-CALL)**

We hereby seek membership to Reserve Bank of India's NDS-Call System to facilitate screen based negotiations and dealing in Call, Notice and Term Money transactions in the Inter-Bank Call Money Market.

2. The requisite particulars, as required, are as under:

A	Name of Applicant			
B	NDS Membership ID			
C	RTGS Membership ID			
D	CCIL Membership ID (if any)			
E	Contact Details of Key functionaries in Money Markets/Fixed Income Operations			
	Head of Treasury	Head of Dealing / Chief Dealer	Head of Treasury Operations / Back Office	Head of Mid Office / Risk Management
Name				
Designation				
Postal Address				
Telephone Number(s)				
Mobile Number(s)				
Telefax Number(s)				
E-mail ID				
E	Contact Details of Key IT Functionaries			
	IT Head / Systems-in-Charge		NDS Project-in-Charge in IT Dept.	
Name				
Designation				
Postal Address				
Telephone Number(s)				

Mobile Number(s)					
Telefax Number(s)					
E-mail ID					
F		Important IT Related Information			
1		Office/Location (with address) where NDS Payment Gateway is installed			
2		Office/Location (with address) where NDS CALL is proposed to be installed			
3		Hardware/Software Configuration of NDS Payment Gateway Server (PGS) and details of INFINET connectivity			
a		Make/Brand of PGS			
b		Cluster Box make/Brand (in case of cluster server)			
c		Type and speed of CPU			
d		Operating System with Service Pack			
e	Memory	Node 1		Node 2	
f	Partitions-wise Total Disk Space	Node 1		Node 2	
g	Existing Partition wise Free Hard Disk Space on PGS	Node 1		Node 2	
h		Domain Name			
i		Number and details of Applications currently installed on PGS			
j		Server INFINET I P Address (Floating/virtual IP in case of cluster server, which would be configured at host end)			
k		Node 1 Cluster Box		Node 2	
l		IBM Websphere MQ Series Version installed			
m		Number of Queue Managers			
n		Queue Manager Names			
o		Name and Version of Database installed			
p		Name and version of Anti-Virus software installed			
q		Anti-Virus last updated on (date)			
r		Public Key Certificate Serial Number			
s		Public Key Certificate Validity	From	To	
t		Fault tolerant features, if			

	any						
u	Whether Server is running on 24 Hours basis	Yes		No			
v	If answer to (u) above is NO, please indicate daily operational hours						
w	INFINET Router Ethernet port IP address						
x	INFINET Router Serial port IP address						
y	Mode of connectivity from Member's Payment Gateway Server to INFINET (Please enter bandwidth, eg. 64Kbps/2Mbps etc., for applicable mode of connectivity)	Leased Line		ISDN		VSAT / Others (Pls. Specify)	
z	Back-up to (y) above	Leased Line		ISDN		VSAT / Others (Pls. Specify)	
aa	Whether FIREWALL has been installed and details thereof (Name, Brand, software, hardware etc.)						
ab	Details of problems related to Network, if any, so far						
4	Details of Hardware/Software Configuration of PC Workstation where "NDS-CALL" is proposed to be loaded						
	Specifications	Specifications	Actual Position				
A	Hardware						
	CPU	Intel Pentium IV					
	Clock Speed	>= 2.0 Ghz					
	RAM	512 M B					
	Monitor	SVGA Colour Monitor					
	Free Hard Disk Space	2 GB					
B	Software						
	Operating System with service pack	Windows 7 Professional 32 bit / 64 bit					
	Database						
	Messaging	IBM MQ Series Client (Version 7.0)					
	Any other MQ Server environment variable set for designated PC Workstation(s)	No					
	Anti-Virus software	Yes					
c	Suitable printer has been attached to NDS-CALL PC Workstation(s)	Yes					

5	RBI Related Information	
i	Regulatory Limit(s) for Call and Notice Money Operations based on RBI regulations for current financial year. Any subsequent changes in the limits on the basis of extant regulatory guidelines should be communicated immediately to RBI.	
ii	IFSC Code allotted by RBI	
iii	Details of Principal Current Account maintained with DAD Mumbai	
6	Number of Users Required	
	Name of User	Preferred Short Name (not exceeding ten characters and each short name being unique within the Member)
i		
ii		

5. We hereby undertake to install in our business premises at our cost requisite IT and communication infrastructure as per specifications provided by RBI to facilitate our connectivity and smooth functioning of NDS-Call.

6. We undertake not to move/shift/relocate/transfer/replicate/duplicate any part of NDS-Call Application's software/hardware without RBI's prior written consent. We undertake to modify, upgrade or replace the above equipment at our cost as and when advised to do so. We further undertake not to modify, upgrade or replace the software/hardware without RBI's prior written consent;

7. We are aware that, pending creation of other suitable arrangements, we will need to download all NDS-CALL Admin generated EOD reports via CCIL's Report Server.

8. We hereby affirm that –

- (a) we are an active member of RBI's Negotiated Dealing System.;
- (b) we are a Category "A" member of RBI's RTGS System;
- (c) we are aware that our membership to NDS-Call will be co-terminus with our NDS and RTGS memberships;
- (d) all regulatory requirements are being duly complied with and there has been no penal action from regulators for non-compliance;
- (e) adequate internal control and risk management systems are in place;
- (f) we have not been subject to any order of disqualification by any statutory/regulatory authority or an order of similar effect;
- (g) necessary approval(s) as laid down in terms of our internal rules and regulations has been obtained prior to making this request for membership to NDS-Call;
- (h) we have read and understood the "Guiding Principles" relating to NDS-Call. We shall abide by all rules, regulations, principles, terms and conditions that RBI may stipulate in respect of NDS-Call and that all such rules, regulations, principles,

terms and conditions, as amended and applicable from time to time shall be binding on us;

- (i) we shall incorporate our NDS-Call Member Number and concerned NDS-Call User Number allocated to us at the time of grant of access to NDS-Call in all our communications to RBI;
- (j) RBI and/or any of its officials shall not in any way be liable for any loss or damage or consequences that may arise on account of unauthorised and/or wrongful use of our NDS-Call Member Number and/or NDS-Call User Number;
- (k) we or any of our officials shall not have any right, title or interest with respect to NDS-Call, its facilities, software and/or information provided by RBI;
- (l) we are aware that we can place orders on NDS-Call only on our own behalf and that we shall be liable for all quotes made by us on NDS-Call as also all trades executed by us on NDS-Call;
- (m) we have clear and comprehensive access control policies, systems and procedures in place in our organization and that these have been fully implemented and that the same is being continuously monitored for its strict compliance;
- (n) we shall not permit any of our officials or any other person(s)/entity/ies to –
 - I.use the software provided by RBI for any purpose other than approved and specified by RBI;
 - II.use software provided by RBI on any equipment other than the workstation/s approved by RBI
 - III.copy, alter, modify or make available to any other entity/person the software provided by RBI
 - IV.use the software in any manner other than as specified by RBI
 - V.install or operate a workstation from an unauthorised location
- (o) that the intellectual property rights of such software shall be with RBI and any unauthorised use of the same shall render it to be treated as act of infringement and dealt with accordingly.

9. We further undertake to execute, sign and subscribe to all such deeds, undertakings, indemnities and/or bonds and provide RBI with all information/documents as may be called for and be required by RBI from time to time.

10. We hereby declare that the information given above is true, correct and complete to the best of our knowledge and information. If any of the above statements is found to be false, incorrect, misrepresented or if there is breach of any undertaking or condition stipulated, RBI may take such action as it may deem fit, including termination of our NDS membership.

11. We also hereby undertake to inform RBI about any change in the above mentioned facts within 15 days of the same taking place/coming to our knowledge, whichever is earlier.

Place: _____
Date: [Head of Treasury]
Name
Designation