Indian Financial Technology & Allied Services (IFTAS)

Request for Quotation (RFQ)
For
Procurement & Implementation of BCP Automation Solution

RFQ Reference No. IFT/BCP/200708-1
RFQ Date: 08-Jul-2020

Indian Financial Technology and Allied Services (IFTAS),
Unit No. 201, B2 Building, Kanakia Boomerang,
Chandivali Farm Road, Chandivali, Andheri (East),
Mumbai- 400072, India.

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1 Introduction

1.1 Background

IFTAS, a wholly owned subsidiary of Reserve Bank of India (RBI). IFTAS, was formed in 2015 as a Section-8, not-for-profit organization, was entrusted with the responsibility of pioneering the use of technology in banking and offering cutting-edge services to financial sector in India. Major technology initiatives from IFTAS include setting up of the Next generation INFINET (INFINET 2.0) network, managing the nationwide communication backbone for the Central Payment System, managing SFMS Central Payment System (Structured Financial Messaging System) and a host of Cloud solutions from IBCC (Indian Banking Community Cloud).

1.2 Objective

IFTAS' core business is to provide the IT infrastructure and IT support to banking regulator and other banks in India. Data centers in IFTAS, host critical infrastructure including servers, databases, middleware, applications, network and storage devices. The environment is heterogeneous and spans across various platforms. IFTAS has lots of manual activities being carried out on all the business verticals in the data center. These manual activities not only consume time, but are also prone to manual errors. Hence, IFTAS intends to identify and work with an automation tool that could eliminate the above issues. The solution should have an ability to rapidly adapt and respond to business disruptions and to maintain continuous business operations.

The solution should have following are potentials to meet IFTAS requirement.

- Software platform used for developing and maintaining ITDR / IT Service Continuity Plans.
- Automated end-to-end tool which helps bring more visibility to the IT disruption.
- Monitor and automate the failover and switchover of applications.
- Monitor RTO and RPO using the tool.
- Easy to setup and manage the tool.

2 Disclaimer

The information contained in this RFQ or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of IFTAS or any of their employees or advisers, is provided to the applicants on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided. This RFQ is not an agreement and is neither an offer by IFTAS to the prospective applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFQ. The assumptions, assessments, statements and information contained in this RFQ, may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness,

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reliability and completeness of the assumptions, assessments, and information contained in the RFQ, and obtains independent advice from appropriate sources. IFTAS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFQ. The issue of this RFQ does not imply that IFTAS is bound to select an applicant or to appoint the selected applicant, as the case may be, and IFTAS reserves the right to reject all or any of the proposals in part or in full, without assigning any reasons whatsoever.

3 RFQ Procedure

3.1 Errors and Omissions

Each bidder should notify IFTAS of any error, fault, omission, or discrepancy found in this RFQ document but not later than five business days prior to the due date for lodgement of Response to RFQ.

3.2 Important Dates

Indicative time frame for the overall process is as shown below

No	Particulars	Date
1	Issuance of RFQ document	08-Jul-2020
2	Last date for seeking clarifications on the RFQ	10-Jul-2020
3	IFTAS response to clarifications sought	13-Jul-2020
4	Last date of submission of Technical bids	16-Jul-2020
5	Last date of Submission of Commercial bids	16-Jul-2020
6	Opening of Technical bids	16-Jul-2020
7	Technical Presentation	20-Jul-2020
8	Opening of Commercial bids	22-Jul-2020
9	Name & Address of communication	Head - Procurement, Indian Financial Technology and Allied Services (IFTAS), Unit No. 201, B2 Building, Kanakia Boomerang, Chandivali Farm Road, Chandivali, Andheri (East), Mumbai- 400072, India.
10	Bid Related to be mailed to	RFP@iftas.in

3.3 Two-Stage Bidding Process

The response to the present RFQ shall be submitted in two parts i.e., the technical bid and the commercial bid. The bidder shall have to submit the 'technical bid' and 'commercial bid' at the same time. The 'technical bid' shall contain the exhaustive and comprehensive solution details (technical bid format included as an Annexure I &II), whereas the 'commercial Bid' shall contain the pricing information (commercial bid format included as an Annexure IV). The technical bid shall not contain

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any pricing or commercial information and in case of such commercial / pricing information being included by the Service Provider in the technical bid, the bid will be summarily rejected without any reason whatsoever.

In the first stage, only the 'technical bids' shall be evaluated. Those bidders satisfying the technical requirements of the solution, as determined by IFTAS and as per the requirements / specifications and the terms and conditions of this document, shall be short-listed.

In the second stage, the commercial bids of only those bidders that are short-listed earlier based on evaluation of their technical bids will be opened.

4 General Guidelines

4.1 Obligations of successful bidder

a. In case the bidder is not able to deliver the complete solution within timelines and/or operate the solution as committed by the bidder in this bid, the bidder shall be liable to pay a sum of money equal to the TCO amount to IFTAS. The bidder shall submit an undertaking to this effect as part of the technical bid submission.
b. The successful bidder will always deploy trained and experienced engineers to provide service at the required location(s) for implementation, maintenance and support activities. The names contact address and phone nos. of these personnel will be advised in writing to IFTAS.
c. Changes to the set up should be carried out by the successful bidder as per IFTAS requirements.

4.2 Instruction to Bidders

Bidders shall send technical and commercial bids in separate mail with Subject "Technical bid for Implementation of DR Automation Tool - RFQ Reference No. IFT/BCP/200708-1 and "Commercial bid for Implementation of DR Automation Tool - RFQ Reference No. IFT/BCP/200708-1.

All attachments for "Technical bid" should be in PDF format and "Commercial bid" should be password protected. All the mails to be sent by authorised personnel of the bidder to IFTAS' email address RFP@iftas.in.

All the PDF documents should be digitally signed by the Authorized person of the bidder.

****Bidders should not share the password for commercial bid unless it is requested by RFP@iftas.in.**

5 Scope of work

Detailed scope of work for this RFQ consists of the following:

5.1 Pre- Implementation:

1. Share the list of hardware and software pre-requisites for the installation of the tool.
    a. VMs
    b. OS and SW requirement
    c. Servers, Storage, MPLS, Internet BW and connectivity etc.

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   d. Firewall port and network, DNS related, etc.
   e. User ids required on OS, application, databases, etc.
   f. Application server
   g. Storage
   h. Mail gateways, SMS gateways, etc for Alerts
2. Supply and delivery of enterprise licenses for the proposed DR automation tool.
3. The Specification/Configuration Prerequisite should include provision of Disaster set-up of the application.
4. Share product literature to IFTAS team – user manuals, product functional overview, test plans, run books, SOPs.
5. Verify site readiness – both DC and DR.
6. Work along with Project manager and validate the data gathering.
7. Conduct pre planning assessment and provide detailed solution configuration parameters for implementation.
8. Provide detailed demos/walkthroughs/trainings to IFTAS team.
9. Share the detailed project plan to all stakeholders.
10. Configure the workflows for switch over, switch back, failover, etc.

5.2 Implementation:

1. Perform the Implementation as per scheduled plan.
2. Review the project status with all stake-holders at periodic intervals.
3. Install & Configure DR Automation tool and get sign off milestone/project completion.
4. Implementation and configuration of workflows of DR automation tool in IFTAS environment.
5. Support in Applications Onboarding on DR Automation tool.
6. Support in Application Testing and validation.
7. Share Data Lag Monitoring Reports.
8. Share Data Lag SLA report as per requirement.
9. Share DR Health Report.
10. Share DR Drill Playbook & Run-books.
11. Support DR Drills.
12. Share DR Drill Reports.
13. Share DR Reports as per Audit requirement.
14. Customization as per Application requirement.
15. Provide 10 Days classroom training to IFTAS team to understand Product, configuration and management and make them capable of preparing workflows from existing templates or to write new workflows if the need arises.
16. Provide Blue-print document of the DR Automation environment under monitoring.

5.3 Post implementation:

1. Warranty for one year and AMC support for the next 4 years.
2. Provide support and fix issues occurring during DR Drills or DR switchovers.
3. Implement any changes required, if any.
4. Provide the required support during the enhancement.
5. Provide Dashboards for monitoring.

5.4 Delivery and installation method: Software Deployment & Services Deliverables by physical deployment of resources and deliverables as mentioned above.

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Following are the summary of the current environment of IFTAS.

Criteria	Details
Production VMs	150 VMs (Between Mumbai & Hyderabad Location
Storage Solution	Different flavors of IBM
Network	Cisco Switches and Checkpoint Firewall
AD	For Corporate Domain users authentication
Applications	SFMS, CBS, Mobile Banking, FIBC, Wallet, SAARC Portal, BMS, Websites,
Operating System	Windows, Linux etc
Database	MS SQL Server, Oracle, Tibero, MY SQL, Postgress, MangoDB etc.
Security software	Different VPN Tools

**** Refer Annexure II for the details of technical specifications.**

6 Project Timeline

Sr. No	Activities	Timelines (Tentative)
1	Delivery & Activation of the DR Automation solution	Within 1 Weeks from PO Date
2	Installation of the proposed solution	Within 1 week from Delivery Date
3	Implementation and integration of the solution with IFTAS applications	Within 3 month from PO date and critical application within 1 month and other applications as per priorities of IFTAS

****Detailed Implementation plan to be submitted by bidders along with Technical bid.**

6.1 Project Implementation

Successful Bidder shall carry out application/project implementation, installation, comprehensive testing and Go Live as per the requirements specified by IFTAS.

a. Successful Bidder shall be responsible for of end to end testing of the application/services agreed under this RFQ with end results of the test conducted.
b. Successful Bidder shall be responsible for performance, security testing, migration plan, impact analysis and risk assessments all deliveries including customizations and patch release.
c. IFTAS may perform its own testing, and Successful Bidder shall provide necessary test cases and methodologies for testing as required.
d. In case during such testing bugs/issues/operational concerns are identified, Successful Bidder shall fix the same within the project delivery timelines.
e. IFTAS will do the user acceptance testing for any new deliverables, patch of application/services by Successful Bidder.
f. Successful bidder would be responsible for creation of the test cases and scenarios to be tested for acceptance and should meet the scope of solution.

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g. IFTAS will accept the solution post completion of UAT/ATP, submission of manuals, and other deliverables as agreed in the respective SoW.

7 Eligibility Criteria

Sr. No	Eligibility Criteria	Documentation Required/Compliance/Non-Compliance
1	Bidder must have registration under companies Act, 1956, also registered with the Goods & Service Tax authorities, and must have completed 3 years of existence as on Bid calling date.	Attested copy of the Certificate of Incorporation/Registration of the Bidder/RoC.
2	The Bidder should have a minimum annual turnover of at least Rs. 1 Crores in each of the last three financial years. The Bidder should have made positive net worth in each of the last three financial years	Audited financial statements indicating the net profit and the net worth as required set forth in the eligibility criteria. and Auditor / Chartered Accountant Certificate in support of the criterion
3	The bidder should be Leading SI or OEM or *highest level Authorized partner of OEM*	Documentary evidence to be provided
4	Bidder should have at-least 3 live DR automation solution in BFSI out of which at-least one mandatory CBS implementation. It is preferred to have a bidder with implementation of solution for SFMS applications & other payment channels etc. e.g. Mobile	1. Purchase Orders from client 2. Corresponding successful Implementation/ Completion certificate from client as per PO submitted.

7.1 Evaluation Process

a. For the purpose of the evaluation and selection of bidder for this project, a two-stage bidding process will be followed. The stages are (1) Technical Bid and (2) Commercial Bid.
b. The Technical bid will contain the exhaustive and comprehensive technical details, whereas the Commercial Bid will contain the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and will NOT be processed further. The bidder shall submit the technical and commercial bids separately as per the timelines specified in this RFQ.
c. Technical bid includes **eligibility criteria** and **technical evaluation**. Only bids from bidders meeting the eligibility criteria and which are complete and responsive will proceed to the stage of being fully evaluated and compared. Bids qualifying the Eligibility criteria mentioned under Section 7 shall proceed to the next stage of evaluation process i.e. technical evaluation.
d. The objective of technical evaluation stage is to evaluate the bids to select an effective and best fit solution. Evaluation by IFTAS will be undertaken under the guidance of the Procurement Committee formed by the IFTAS which would have IFTAS officials. The decision of the Procurement committee shall be final.
e. Bidders satisfying the Technical evaluation as per the technical evaluation matrix under section 7.2 shall be qualified for commercial evaluation.

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f. In the commercial evaluation phase, the lowest commercial bidder (L1) will be identified. Subsequently if necessary further negotiation is possible with other competent bidder to select and award the project as per advice of Procurement committee

7.2 Technical Evaluation Matrix

a. Technical Bids will be opened and evaluated based on the technical bid submissions and presentations.
b. Bidders would be invited to IFTAS to make an exclusive presentation detailing the proposed solution, implementation approach, rollout strategy, for the solution.
c. IFTAS may interact with the Customer references submitted by bidder, if required.
d. An overall cut-off score of 75 marks will be essential for the bidders to be qualified for the next stage of the selection process i.e. commercial evaluation.
e. The bidder is required to present details of the proposed hardware and its related environment, configuration etc. keeping in view of the requirements of the solution.

S.No	Parameter	Details	Maximum Score
1.	Technical Requirement	Meeting Technical Requirement as per Annexure II	25
2.	Implementation Experience	Number of Banking & Financial Services Industry implementation experience (Max-10 points) CBS Implementation – 15 marks SFMS implementation – 10 marks	35
3.	Overall solution	• Suitability and compatibility of solution • Uniqueness of solution approach in design architecture and understanding of IFTAS requirement. • Integration with existing infrastructure • Implementation Plan & along with offsite support availability.	15
4.	Presentation	Technical coverage, solution capabilities, ease of integration, ease of use, quality of reports, etc.	25
Total			100

8 RFQ Response

8.1 Technical Bid

The technical bid should follow the order and format provided in Annexure-I.
Technical deviations statement should be as provided in Annexure-V

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8.2 Commercial Bid

The commercial bid shall be submitted strictly as per Annexure-IV and should be submitted in separate mail as password protected file. It shall be submitted in clear printed form. Handwritten bids, any modification in format etc. will be disqualified.

Evaluation of lowest cost bidder (L1) in the commercial section shall be arrived at after comparing all the components mentioned as required in Annexure-IV.

9 Warranties and Support

a. Bidder shall provide warranty for the period of 1 year from the date of implementation or the acceptance of the entire solution, whichever is later.

b. Product licenses should be Enterprise licenses in the name of IFTAS and perpetual. License date will start after go live sign off from IFTAS.

c. Any defective equipment /software supplied by Bidder shall be replaced by Bidder at no additional cost to IFTAS, including all incidental cost the upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software will be supplied to IFTAS at no extra cost, with the necessary documentation during warranty and AMC period.

d. Bidder shall implement all software updates, new releases & version upgrades on the supplied components during the contract period. Bidder should update and maintain all supplied components to correctly reflect actual state of the setup at any point in time during the contract period.

e. If the deliverable(s) is declared End of Life (EOL) or End of Support anytime during the contract period, the successful bidder shall forthwith replace the equipment at no additional cost to IFTAS.

f. Bidder shall provide and install patches/ updates/ version upgrades of all software provided under this contract at no extra cost to IFTAS during the contract period.

g. The Bidder shall supply IFTAS with required licenses in the name of IFTAS to access and use the Software supplied through this RFQ. Such license to access and use the software shall be nonexclusive, fully paid up and irrevocable and valid throughout IFTASs offices in India and abroad.

h. In case of deficiency in performance of the Solution, as per the Scope of Work, during the warranty period, the successful bidder shall provide additional software as required at his own cost. IFTAS shall not reimburse cost of such software, if any.

i. IFTAS, initial Support & contract period would be for 5 years (1 year Warranty + 4 years AMC) and it may be further extended based on the mutually agreed terms and conditions. Any escalation / increase in the cost will be calculated based on Indexation formula.

Indexation Formula.

A = B {15 + 45 x (WPIc / WPIp) + 40 (CPIc / CPIp)} * 1/100

Where,

A = The contract amount for the current year

B = The contract amount for the previous year

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WPIc=WholeSale price Index for Electrical Products 6 months prior to the Commencement date of contact for the current year
WPIp=WholeSale Price Index for Electrical Products 6 months prior to the Commencement date of contact for the previous year
CPIc= Consumer Price Index for industrial workers for Mumbai City 6 months prior to the commencement date of contract for the current year
CPIp= Consumer Price Index for industrial workers for Mumbai City 6 Months prior to the commencement date of contract for the previous year

10 AMC Support

a. Bidder is expected to provide AMC (Annual Maintenance Contract) for a period of 4 years after the expiry of warranty period.

b. During AMC period, the Supplier shall provide at no additional cost to IFTAS, all new versions, releases, and updates for all standard software.

c. The AMC shall include support, upgrades, new releases (Minor/Major) versions; bug fixes etc. for the software with the necessary documentation.

d. 24x365 telephonic and online support should be made available by the bidder for online troubleshooting to address any technical issues including configuration and breakdowns.

e. IFTAS should able to log calls directly by web/email or over phone to the bidder/OEM 24x365 during the annual maintenance period. Accordingly, escalation matrix of the bidder/OEM and confirmation letter from bidder and OEM should be submitted.

11 Penalty

a. The Bidder shall perform its obligations under the agreement entered with IFTAS, in a professional manner.

b. In case of late delivery of equipment / solution, the bidder will be liable to charges at the rate of 1% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 10% shall be applicable. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the IFTAS has to take corrective actions to ensure functionality of its property, the IFTAS reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

c. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the IFTAS reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

d. IFTAS may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.

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12 Payment Terms and Conditions

The following are the payment terms and conditions after the contract between IFTAS and the selected bidder is signed:

Hardware & Software

a. 40% of the license cost shall be paid after delivery.
b. 50% of the license cost shall be paid after successful Installation of hardware along with the software at specified locations. This would also include successful implementation of solution and sign off obtained from IFTAS thereon.
c. Balance 10% shall be paid after expiry of the warranty period of 1 year.

Implementation Charges

d. 100 % of the implementation cost will be paid on completion of installation and acceptance sign-off from IFTAS.

AMC

e. AMC cost will be paid quarterly in arrears after the expiry of warranty.

Other Payment conditions

f. All payments will be released based on submission of invoices along with necessary SLA evidence/reports of rendering of service as required.
g. Payment will be released within 30 days of receipt of correct invoices along with necessary documents / certificates duly signed by authorized IFTAS official.
h. Prices should be quoted in INR only.
i. Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.
j. The awardee is required to quote GST No. on the invoice submitted for the payment.

13 SLA Requirement

The successful bidder should sign Service Level Agreement (SLA) with IFTAS within 30 days from the date of Purchase Order. If the service support is not up to the expectations of the IFTAS, IFTAS may at its own discretion reject the proposal in total, without assigning any reason.

Bidders must be able to provide service levels of 99.99% and above during the DR execution and the solution uptime throughout the year should be 99.95% and above. In case the selected bidder fails to meet the above standards, there will be a penalty as specified below:

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Priority level	Detail	Response time	Resolution time	Penalty
1	Unable to use the tool/ issues during DR Drill / switchover	30 Minutes	1 Hour	• INR 5000/- for each 30 min delay upto 4 hours • INR 7000/- for each 30 min delay beyond 4 hours • Maximum Penalty capped at INR 100,000/-
2	Deterioration in performance – major functionality affected	1 Hour	4 Hour	• INR 2500/- for each 30 min delay upto 4 hours • INR 3500/- for each 30 min delay beyond 4 hours Maximum Penalty capped at INR 50,000/-
3	Minor performance issue	2 Hour	8 Hour	• INR 2000/- for each 60 min delay upto 4 hours • INR 3000/- for each 60 min delay beyond 4 hours Maximum Penalty capped at INR 30,000/-

****Note: The parameters for major and minor deterioration in performance and/or availability of such functionalities will be mutually agreed during implementation and should be in-line with industry best practices.**

14 Clarification on the Tender Documents

a. Written requests for clarification should be submitted to the IFTAS through email / letter and the same should reach IFTAS on or before the dates as given in the time-table section of this RFQ.
b. Both questions and responses will be circulated to all prospective bidders i.e., those that have obtained the tender document after the pre-bid meeting as per the timetable mentioned in this RFQ.
c. Any pre-bid queries can be sent to the designated email id (RFP@iftas.in) as per the timelines mentioned in the timetable in this RFQ. The questions/points of clarification and the responses will be shared with all the bidders. Alternatively, IFTAS may at its discretion, answer all such queries in the Pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this RFQ, technical or otherwise, should be only to the designated email id as stated earlier. For this purpose, communication to any other email id or through any other mode will not be entertained.
d. The IFTAS reserves the right to pre-pone or post-pone the date as mentioned in the above section 3.2. The Bidders will be informed of any changes to the date appropriately via designated email id.
e. No queries will be entertained after the last date of receiving clarifications.
f. Bidders must acquaint themselves fully with the conditions of the tender. No plea of insufficient information will be entertained at any time.

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15 Performance Bank Guarantee

The bidder shall at its own expense deposit with IFTAS within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure-X, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract.

Performance Bank Guarantee may be discharged by IFTAS upon being satisfied that there has been due performance of the obligations of the bidder under the contract. Performance Bank Guarantee shall be valid for contracted period.

Failure of the bidder to comply with the above requirement, or failure of the bidder to enter into a contract within 30 days or within such extended period, as may be specified by the IFTAS shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

16 Termination of Purchase Order/Contract

IFTAS by written notice may terminate the contract in whole or in part at any time by giving 30 days prior notice. The notice for termination shall specify the extent to which successful Bidder's performance under the contract is terminated, and the date upon which such termination become effective.

- The bidder goes into liquidation voluntarily or otherwise.
- The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, IFTAS reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which IFTAS may have to incur to carry outbidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- IFTAS reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order. Work, Study Reports, documents, etc. prepared under this contract will become the property of the IFTAS.

The bidder shall deliver all the requirements and complete all necessary documentation as per the requirements mentioned in this RFQ. In the event of an unforeseeable delay, the bidder shall approach IFTAS for an approval extend the timelines with complete justification and reasoning. The discretion to extend the timelines shall rest solely under the discretion of IFTAS, and in the event that extension is provided, the same shall be maintained by the bidder at no extra cost to IFTAS.

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17 Force Majeure

The bidder or IFTAS shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, plague or other epidemics, fire, flood, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the bidder shall promptly notify IFTAS in writing of such conditions and any change thereof. Unless otherwise directed by IFTAS in writing, the bidder shall continue to perform its obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

18 Governing Law and Disputes

The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
All disputes or differences whatsoever arising between the parties (i.e., the Organization and bidders) out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof, shall be settled amicably. If, however, the parties, as above, are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/Arbitrators shall give a reasoned award.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the IFTAS or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained. The venue of the arbitration shall be Mumbai/Hyderabad, India.

19 Disqualification Parameters in Bid Evaluation

a) IFTAS at its discretion may reject the quotation of the Bidder without giving any reason whatsoever, if in the IFTAS opinion, the quotation was not made appropriately to meet the performance criteria or technical requirements as stipulated by IFTAS.
b) IFTAS at its discretion may reject the quotation of the Bidder, in case the responses received from the reference sites are negative.
c) IFTAS reserves the right to disqualify any bidder, who is involved in any form of lobbying/ influencing/ canvassing etc., in the evaluation / selection process and any other disqualification criteria mentioned in this RFQ.
d) The commercial bid shall be submitted strictly as per the commercial format enclosed in the RFQ. It shall be submitted in clear printed form. Handwritten bids, any modification in format etc. will be disqualified.

20 Confidentiality of Information

i. Bidder will acknowledge that during the performance of this Agreement, IFTAS may disclose certain confidential information to Bidder to further the performance of this Agreement. For purpose of this Agreement, the term “Confidential Information” means any and all oral or

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written information that is not generally known and that receiving Party obtained pursuant to this Agreement and the term "Confidential Information" shall include, but shall not be limited to, papers, documents, writings, classified information, inventions, discoveries, know how, ideas, computer programs, source codes, object codes, designs, algorithms, processes and structures, product information, research and development information and other information relating thereto, financial data and information and processes of a business, commercial, technical, scientific, operational, administrative, financial, marketing or intellectual property nature or otherwise and any other information that Bank may disclose to Bidder, or that Bidder may come to know by virtue of this Agreement.

ii. The successful Bidder shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the IFTAS in connection therewith, to any person other than a person employed by the Successful Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.

iii. Any document, other than the Contract itself, shall remain the property of IFTAS and all copies thereof shall be returned to IFTAS on termination of the Contract.

iv. The successful Bidder shall not, without the IFTAS's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

21 Use of Contract Documents and Information

The bidder shall not, without prior written consent from IFTAS, disclose the contract or any provision thereof, or any specification or information furnished by or on behalf of IFTAS in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence against non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance.

Any document, other than the contract itself, shall remain the property of IFTAS and all copies thereof shall be returned to IFTAS on termination of the contract.

The bidder shall not, without IFTAS's prior written consent, make use of any document or information except for the purposes of performing the contract.

a. Now or hereafter enters the public domain through no fault of that party.

b. Can be proven to have been in possession of that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or

c. Otherwise lawfully becomes available to that party from a third party under no obligation of confidentiality.

22 Documents

The bidder shall arrange for and provide the following documents during the bidding:

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a. Bidder's guarantee certificate (Format is given on Annexure -VI)
b. Certificate of origin
c. Bidder's invoice indicating costs of services
d. IFTAS's acceptance certificate.
e. Non-Disclosure Agreement (Format is given on Annexure -VII)
f. Conformation to Terms and Conditions (Format is given on Annexure -IX)

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Technical Bid Order and Format

Table of contents

- Introduction
  - Purpose.
  - Objectives.
  - Detailed Scope.
  - Technical statements.
  - Technical deviation statement.
  - Details of any legal action on the bidder and declaration that the services to IFTAS shall not be impacted on account of such actions.
  - List of service & support offices, warehouses related to the RFQ requirement, with address and contact details.
  - Self-certified letter to be submitted for meeting the delivery schedule and accepting the penalty clause to adhere the delivery schedules.
  - Details of experience in similar project implementations, with proof.

- Management summary
  - Overview of the bidder, financial, management and operational hierarchy and relevant details
  - Overview of proposed timetable and project management provisions
  - Overview of proposed maintenance and support arrangements

Bidder Details

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The registered name of the bidding company		
Business address for correspondence	Location	
	Street	
	Locality	
	City	
	Pin Code	
	Country	
	Telephone	
	Facsimile	
	Email	
	Other	
Contact name of the bidder's representative		
Contact's position with bidder		
Contact person's addresses if different from above	Location	
	Street	
	Locality	
	City	
	Pin Code	
	Country	
	Telephone	
	Facsimile	
	Email	
	Other	
Business structure (top to bottom)		
Project management structure (top to bottom)		
Support Team structure (top to bottom)		
Bidder's registered address		

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Details of company registration		
Names of Directors	Chairman President/Managing Director Directors CEO	
Include a structure chart reflecting the organization		
Chart		
Financial standing of the bidder	1. Turnover for the past 3 financial years 2. Net profit for the past 3 financial years	
(Information is designed to give provide confidence in the financial competence of the bidder)		
Audited financial accounts for past three years should be included under Annexure-1.		

Total current employees			
	2016-2017	2017-2018	2018-2019
Sales Turnover			
Net profit before tax			

Company Profile(s)	
Reference Sites (Use separate schedule formats for this response)	[Details of at least two similar implementations in the recent past (including contact details) which will demonstrate the bidder's ability to carry out the functions which they are projected to supply in this project in a timely and professional manner.]

Designated Staff	Name	Position	Project Designation
(Detailed profiles of key staff shall be included in appendix)			

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Experience in Similar Projects		
(Give details about the following with respect to the methodology followed by your organization in projects of similar nature and complexity – a minimum of two projects to be elaborated.)		
Project Name:		
Project Location:		
Client Name:		
Client address:		
Client contact/reference person(s):	Name	
	Address – if different from above	
	Telephone	
	Facsimile	
	Mobile Phone	
	Email address	
Project started (month/year):		
Project elapsed time – months:		
Name of senior project staff:		
	Project Director	
	Project Manager	
	Other	
Role of the company, whether complete end-to-end involvement or for a particular module:		
Project detail		

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Annexure-II: Technical Requirement / Specification

General Requirements	Bidders Response (Y/N)	Remarks
The proposed solution should provide a single dashboard for Heterogeneous Environments including physical Virtual and Cloud Environments.		
The proposed solution should support Provisioning systems and closely integrated with private / public cloud.		
The proposed solution should be able to auto discover application dependencies.		
The proposed solution should support ON DEMAND computing for, Hypervisor, AIX Lpar.		
The proposed solution should provide service based dashboard that should provide Business-IT relationship and service availability, DR readiness, Business function availability, etc.		
The proposed solution should provide services heat map to pinpoint the root cause of the service degradation.		
In-built and custom built workflows for complete automation of DR drills and recovery of complete IT stack of application including storage, OS, database, application, network, and security software.		
The proposed solution should provide capability to define services, business functions, IT Components and should be able to monitor those from availability standpoint.		
Should have different configurations available for DR drills and DR simulations.		
The proposed solution should be rated by the independent analysts such as Gartner, etc.		
The proposed solution should support Cyber incident Recovery and monitoring		
The solution should support Application servers which are running on multitenant architecture (hyper-V)		
The proposed solution should support popular Mobile platforms such as Apple iOS, Google Android, Microsoft Windows, to be able to trigger the DR activities remotely from anywhere seamlessly.		
The proposed solution should possess the capability of localizing formats like Date, Time, decimals, currency, number, parameter separators, symbols etc		
The proposed solution should help in real time to make a decision based on financial impact of the disruption.		
DR Monitoring		
The proposed solution must offer real time visibility of DR solution parameters like RPO, RTO, Maximum Tolerable Period of Disruption (MTPoD), Application Health, replication status and should provide alerts on any deviations.		

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The proposed solution should be capable of reporting important health parameters like disk space, password changes, file addition/deletion and firewall policy and custom application monitoring services etc., to ensure DR readiness.		
The Proposed solution should build and monitor a relationship map of the application stack between DC & DR.		
The proposed solution should allow monitoring basic health parameters for DC & DR components using SNMP.		
DR Automation		
Individual database instances or group of database instance should able to recovery in any scenario.		
Should support all the commonly used heterogeneous, open system OS/DB/Cluster/storage platforms with proven compatibility in at least 30 large government/PSU/corporate customers.		
Should have a validation tool to verify DC-DR equivalence for OS, databases and applications with both out-of-box and custom templates.		
Should have file level replication for associated application servers and DB log replication with in-built compression and multi-streaming and analytical capability for parameters like total file/directory count, typical scan time, number of open files, time of last replication for a file, file size and time stamp.		
The proposed solution must offer a workflow based management & monitoring capability for the real time monitoring of a DR solution parameters like RPO (at DB level), RTO, replication status and should provide alerts on any deviations.		
The proposed solution should be available in at least Indian market for at-least 5 years, should be managing at least 5, 3-way DR customers.		
The proposed solution should be able to integrate with heterogeneous replication solutions from storage and database vendors like EMC / NetApp / Hitachi / IBM / HP and Oracle /MSSQL /MySQL/DB2/Sybase/Tibero etc. with install base to prove the same.		
Should support DR Management between physical and virtual platform.		
Should have in-built action library to for recovery/drill actions across OS/Storage/replication/database/application which will eliminate / minimize any scripts.		
Tool to integrate seamlessly with the SRDF replication for changed-block tracking, which allows for extremely low-level, disk sector delta data replication, as well as compression and encryption, for the most efficient and secure sub-block-based replication available.		
Heterogeneous storage support and heterogeneous remote site storage replication.		
Heterogeneous hypervisor support, VM to VM migration across supported hypervisors, and across local and remote sites.		

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Physical servers site switch over and site switch back support, from supported physical server models to like or unlike physical server models.		
VM to VM site Switch over and site switch back support, in any combination of hypervisor platforms leveraging the backup/recovery solution for virtual platforms. Regardless of how or where an error occurs, automated switch back is vital for continuous data and service availability.		
Should support Intelligent Switch Back and replicates all data back to the production site, including both the recovered data and any new data created at the recovery site.		
Event/Audit Log Views: All recovery operations are logged for a complete audit trail.		
Ability to change IP address of each host image during a recovery job execution, to accommodate the network scheme of the disaster recovery site. This is needed if a disaster recovery site is not in the same stretched VLAN as the production site.		
Ability to change back the IP address of each host image upon site switch back, as the tool retains all of the machine inform action for all of the sites in its database.		
Ability to execute recovery jobs with any available point in time snapshot. Users do not need to select the very last replication point for the site failover. This is especially important to prevent rolling disasters, such as the primary site data being corrupted after an identified time.		
Capable of executing multiple recovery/drill jobs in sequence or parallel, as per application dependence having a provision for manual overrides.		
Ability to accommodate Command line Interface (CLI) for additional, custom, non-standard recovery flexibility. This includes. Both command and script execution.		
Highlights delta changes at switch over or switch back site to alert of potential issues before the conversion happens. Delta alerts enables to quickly spot potential issues and fix them before conversion/recovery (Application config files, DB files etc.)		
Application interdepencies in Real-Time. This provides Real-Time values in identifying the sequence in which the applications Interact with each other and gives complete view of inbound/out bound dependencies among different applications.		
The product should uniquely enables "Live Business Impact Analysis" functionality that leverages the dependency definitions and cost data to calculate quantitative financial impacts using "What-If Analysis" that can be specific to a single production application, a set of production applications or the entire Datacenter.		
The proposed solution should be capable of monitoring the firewall policy updates that are happening at production and if any change in the policy is done at DC the same should be identified and replicated		

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across the DR firewall to reflect the respective changes.		
The proposed solution should have capability to perform UI, and web automation for various servers and network devices.		
The proposed solution should be capable of automating DNS/NAT failover during disaster without any manual intervention.		
Alerts		
The proposed solution should provide out of the notification manager to provide alerts through SMS, email, etc. in case of threshold breach or threat of SLA violation.		
The proposed solution should provide out of the box exception handling manager which may allow taking remedial action in response to certain alerts/alarms.		
The proposed solution should provide complete visibility of the upcoming events, Drill Calendars, Activities, Action items, Reviews, Meetings, Drills, Table-top exercises, And also to be able to escalate to multiple levels (as defined) if the action is not performed.		
The proposed should Facilitate chat/email/phone based collaboration for the responsible staff during drills/disasters		
Reports		
The proposed solution should provide out of the box reports on RPO deviation, RTO deviation, Datalag, Application DR Readiness status and replication trending.		
The proposed solution should provide DR drill and audit reports compliant to ISO 22301 standard.		
The proposed solution should be capable of generating reports in pdf, csv, XML format.		
The proposed solution should have DR Readiness Report, DR Test Report, Major Failure Report, and DR Integrity Check Report		
OS & DB Compatibility		
The proposed solution must support all major platforms including Linux (Centos,RHEL,Ubuntu,BOSS), Windows, Solaris, HPUX, Mainframes and AIX with native high availability options. It must support both physical and virtual platforms.		
The proposed solution should be capable of supporting Mainframe systems recovery.		
The proposed solution must have pre-packaged support for all popular databases Oracle, MSSQL, Tibero, Sybase and DB2.		
Replication		
The proposed solution should support Cross platform DB replication.		
The proposed solution should have file level replication for associated application servers and DB log replication which is supported on the commonly used OS platforms and has inbuilt bandwidth compression.		
The proposed solution should support Hyper-V replication		
Deployment		

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The main management server of the proposed should have a mechanism to have a local HA and remote, real time replica to eliminate any single point of failure and should not have any impact on the production in case the main management server fails.		
The proposed solution should integrate with applications/databases using pre-fabricated API's.		
The proposed solution should have granular, role based administration and should use existing Active Directory/LDAP, SAML for authentication without the need of its own separate identity management database.		
The proposed solution should provide completely agentless approach for DR monitoring and automation.		
No Production down time should be requested for Installation/integration/configuration of the proposed management Product.		

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Annexure-III: Typical DR Plan of Action (POA)

Below are the High level POA, application wise.

CBS Applications List of Activities	DC Servers	DC Servers
AD FSMO roles switchover	5 DB Server 9 App Server	5 DB Server 9 App Server
Shutdown and start up AD servers		
Firewall Changes to DR		
DNS Entry changes and switching over for application connectivity.		
Stop Application and Shutdown Application servers at DC		
Start up the Application servers at DR		
Stop DB Log Shipping at DC		
Stop Hyper -v replication for production database servers at DC		
Start production database servers VM's at DR		
Stop Application - SMS APP and database VM Replication from DC to DR and Shutdown servers at DC		
Start Application - SMS APP and database VM Replication at DR		
Start SMS Services for both app & DB server at DR		
IP White listing at DR server		
Stop application Interfaces VM Replication from DC to DR and		
Shutdown servers at DC		
Start application Interface server at DR		
Start application Interface services		
Mobility Applications List of Activities		
Share the NAT IP to vendor and inform them for changes	8 DB Server 8 App Server 4 Gateway / Interfaces	8 DB Server 8 App Server 4 Gateway / Interface
Share the NAT IP and ports of all banks to Customer CBS		
Inform to Vendor for IMPS related changes.		
Stop the Application VM replication between DC and DR (vice versa)		
Change of DNS entries of DC and DR (vice versa)		
Shut down the all the services and servers (Mobility suite) in DC or DR		
Perform database backup for Mobility suite applications		
Interface & Report DB servers at DC or DR		
Primary database switch over for Mobility suite applications servers		
Standby databases role change from Read only to Read write at DR or DC		
Mobility suite application servers - Standby database down at DR or DC		
Mobility suite application servers- Primary database recovery (		
Mobility suite application servers - Standby database up - DR or DC		
Bring up the all Mobility application servers in DC or DR		
Start the Replication again.		

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SFMS Applications List of Activities	Servers
Check the Queue Depth in the MQ Server	12 Servers
Stop all the Channels in the Servers	
Stop all the SFMS services at Primary Servers	
Stop the MQ Listners of Queue Managers in all the Production/Primary Servers	
Shutdown the Tomcat Service	
Database sync confirmation	
Database backup activity	
Database switchover to the server	
Start MQ Services	
Pre-checks confirmation before starting all the services	
Start the Tomcat service	
Start the other services required for SFMS	
Pointer change to SFMS HUB	

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Annexure-IV: Commercial BID Format

Commercial details to be submitted in the below mentioned format only.

S. No.	Item Type	Product Description	Unit Price	Qty	Total Price (INR)
1	DR Automation Solution	Solution for monitoring and management of DR Automation with unified dashboard, alerts and reports at Primary and in synch with DR site		2	0
2	Automation of DB Tier	Total DB Instances of different flavours (Tibero, MS SQL Server etc.) hosted on various VMs (DB Servers)		56	0
3	Automation of Web/Application/ Middleware Tier	Web, App & Middleware servers for monitoring, replication and management from DR perspective		74	0
4	Network Automation	Network Automation monitoring, and management from DR perspective (Firewall, proxy, Internal & External DNS etc)		1	0
5	Storage DR Automation	Monitor and Manage the DR automation of Storage system for Primary & DR Site		2	0
6	Hypervisor / Virtualization Integration	Hypervisor / Virtualization Integration		3	0
7	File Replicator Sync	Replication tool for flat files & application		14	0
8	Others	Any other Item			
Total Product Price – A					**0**
S. No.	**Item Type**	**Services Description**	**Total Month efforts**	**Qty**	**Total Price (INR)**
1	One time Implementation cost	Installation and Configuration & Executing one Automated DR Drill		1	
2	Training	End to end training of DR Automation solution for 7 resources		1	
Total Service Price – B					**0**
S. No.	**Item Type**	**AMC Charges after expiry of Warranty**		**No. Years**	**Total Price (INR)**
1	AMC	Annual Maintenance Support - DR automation tool - 2nd Year		1	**0**
2	AMC	Annual Maintenance Support - DR automation tool - 3rd Year		1	**0**
3	AMC	Annual Maintenance Support - DR automation tool - 4th Year		1	**0**
4	AMC	Annual Maintenance Support - DR automation tool - 5th Year		1	**0**
Total AMC Price – C					
Total TCO for 5 Years (A+B+C)					

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**Note-It is mandatory to provide all the above details.

Optional Components:

S. No.	Item Type	Product Description	Unit Price	Qty	Total Price (INR)
1	Application Discovery and Dependency Mapping - (OPTIONAL)	Auto discovers the entire application infrastructure involved within the datacentre. Update CMDB with the relative information of the discovered components and represent the same diagrammatically.		1	0
2	BIA_FIA - (OPTIONAL)	"Live Business Impact Analysis" functionality that leverages the dependency definitions and cost data to calculate		1	0

*** Note : Information above with respect to database is for respective DB Instances only. Each of these instances may have one or more Databases.*

[Name of Authorized Signatory]
[Name of Organisation]
[Designation] [Place]
[Date and Time] [Seal & Sign]
[Business Address]

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Annexure-V: Deviations from Technical Specifications and Terms and Conditions of the RFQ

S.no	RFQ section/clause And Page No. of RFQ	Technical Specification or terms and conditions in the Tender document	Deviation Offered	Reasons and whether deviation add to the operational efficiency in case of the systems
1				
2				
3				
4				
5				
6				

Place: Date: Signature of Authorized signatory with seal

Note:

i. Above information in detail should be furnished in case of each component offered separately.

ii. Also in case of deviations from any of the terms and conditions of the tender document should be specified.

iii. If any deviations from the technical specifications are warranted, reasons for such variations should be specified and

iv. Whether such variations add to improvement of the overall performance of the systems, if any, should be specifically mentioned and supported by relevant technical documentation as required above

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Annexure -VI: Bidder's guarantee certificate

(On the letterhead of Bidder)
Place:
Date:

To
Indian Financial Technology and Allied Services (IFTAS),
Unit No. 201, B2 Building,
Kanakia Boomerang, Chandivali Farm Road,
Chandivali, Andheri (East),
Mumbai - 400072, India.

Dear Sir,

Sub: Request for Quotation (RFQ) for Implementation of DR Automation Tool at IFTAS.

Being duly authorized to represent and act on behalf of ……. (hereinafter referred to as "the Applicant") and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby apply Request for Quotation (RFQ) for subjected RFQ. The details as per the requirements of the RFQ enquiry are enclosed for your consideration.

Yours faithfully,

_____
(Signature of Authorized Signatory) <NAME, TITLE AND ADDRESS>

FOR AND ON BEHALF OF
<NAME OF THE APPLICANT ORGANISATION>

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Annexure -VII: Non-Disclosure Agreement

(On INR 100 stamp paper)
To
Indian Financial Technology and Allied Services (IFTAS),
Unit No. 201, B2 Building,
Kanakia Boomerang, Chandivali Farm Road,
Chandivali, Andheri (East),
Mumbai- 400072, India.

[Date]
[Salutation]
Confidentiality Undertaking
We acknowledge that during the course of contract period for Implementation of DR Automation Tool at IFTAS, we may have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to IFTAS and its business that is provided to us pursuant this Agreement. In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFQ and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner]
5. This Agreement shall not prohibit disclosure of Confidential Information:
   - To our partners/directors and employees who need to know such Confidential Information to assist with the bidding for RFQ floated for Implementation of DR Automation Tool at IFTAS location;
   - With your prior written consent, such consent not to be unreasonably withheld;
   - To the extent that such disclosure is required by law;
   - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
   - To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
   - For the purpose of a disclosure permitted by item 5 above; and
   - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
   - Is in the public domain at the time it is acquired by us;
   - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;

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- Is already in our possession prior to its disclosure to us; and
- Is independently developed by us.

8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We acknowledge that the Confidential Information will not form the basis of any contract between you and us
10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
11. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

We have read this Agreement fully and confirm our agreement with its terms

Yours sincerely

Signature and Stamp of Company
[Authorized Signatory (same as signing the quotation) – Implementation Partner]
Name:
Position:
Date:

Authorized Signatory Designation Bidder's corporate name

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Annexure -VIII: Conformation to Terms and Conditions

(On letterhead of the Bidder)

To
Indian Financial Technology and Allied Services (IFTAS),
Unit No. 201, B2 Building,
Kanakia Boomerang, Chandivali Farm Road,
Chandivali, Andheri (East),
Mumbai- 400072, India.

Dear Sir,

Sub: Request for Quotation (RFQ) for Implementation of DR Automation Tool at IFTAS location.

Further to our quotation dated _____, in response to the subjected Request for Quotation (RFQ) issued by IFTAS we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFQ and the related addenda, other documents and if required including the changes made to the original bid documents issued by IFTAS, shall form a valid and binding part of the aforesaid RFQ document. IFTAS is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our quotation or any subsequent deviations sought by us, whether orally or in writing, and IFTAS's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,
(Signature of the Bidder)

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Annexure -IX: Performance Bank Guarantee

To CEO / COO,
Indian Financial Technology and Allied Services,
Unit No. 201, B2 Building, Kanakia Boomerang,
Chandivali Farm Road, Chandivali,
Andheri (East), Mumbai- 400072, India.

Dear Sirs,

PERFORMANCE BANK GUARANTEE – for ……..

WHEREAS

M/s. (name of Service Provider), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Service Provider), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into a Purchase Agreement dated. (Hereinafter, referred to as "the said Agreement") with you (IFTAS) for Implementation of DR Automation Tooly for IFTAS as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (…), section (…), chapter (…) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs……. (in words and figures), being 10% of the Contract Price of Rs. … (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that it has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

a) In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs…… (in words and figures) without any demur.
b) Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

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c) This Performance Bank Guarantee shall continue and hold good till the completion of the contracted period for the 'Total Solution' i.e. (date), subject to the terms and conditions in the said Agreement.
d) We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Purchase Agreement until the completion of the contracted period for the Total Solution as per said Agreement.
e) We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.
f) In-order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
g) We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and relief's, as provided in the said Agreement.
h) Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
i) If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (IFTAS)
j) This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.
k) Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs…… (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.
l) We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

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a) Our liability under this Performance Bank Guarantee shall not exceed Rs. …. (in words and figures); and
b) This Performance Bank Guarantee shall be valid only up to …….. (date, i.e., completion of contracted period for the Total Solution); and
c) We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before …. (date i.e., completion of the contracted period for the Total Solution).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated …….. this …….. day ……. 2020.

Yours faithfully,

For and on behalf of the …… Bank,

(Signature)
Designation
(Address of the Bank)

Note:

a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
b) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

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