

**Request for Proposal (RFP)  
For  
File Integrity Monitoring (FIM)**

**Indian Financial Technology &  
Allied Services**

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**11 Aug 2023**

## Disclaimer & Disclosures

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The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by IFTAS in submitting RFP. The information is provided on the basis that it is non-binding on IFTAS or any of its authorities or agencies or any of their respective officers, employees, agents, or advisors.

IFTAS reserves the right not to proceed with the Project or to change the configuration of the Project or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. The decision by IFTAS on the matter will be final. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

The specifications of the components of the proposed solution are defined in generic terms on a best effort basis. Reference to any term proprietary to an OEM in the RFP is incidental and has no other meaning other than specifying the nature and classification of the component of the proposed solution.

The proposal in response to the RFP should be signed and submitted by a person duly authorized to bind the bidding company to the details submitted in the proposal in response to the RFP. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered by the competent authority to sign the relevant documents and bind the bidder. All the pages of the RFP documents are to be signed by the authorized signatory along with the office seal. Any clarification sought may be mailed to [rfp@iftas.in](mailto:rfp@iftas.in) All clarifications sought shall be given in pre-bid meeting or immediately thereafter through an addendum, if necessary.

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## 1 Introduction

### 1.1 Background

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

### 1.2 Objective:

IFTAS intends to implement File Integrity Monitoring (FIM). FIM must be able to detect file changes, involves examining files to see if they change, how they change, who changed them, and what can be done to restore those files if those modifications are unauthorized. FIM should essentially protect sensitive host files, folders, and other vital assets within the organization. It should be able to detect malware as well as achieve compliance with regulations like the Payment Card Industry Data Security Standard v4.0.

## 2 RFP Procedure

### 2.1 Errors and Omissions

Each Bidder shall notify IFTAS of any error, fault, omission, or discrepancy found in this document on or before the Last date for submission of queries / clarifications on the RFP.

### 2.2 Important Dates

The indicative time frame for the overall process is as shown below.

S. No	Particulars	Description
1	Issuance of RFP document	11 <sup>th</sup> August 2023
2	Last date for submission of queries / clarifications on the RFP	18 <sup>th</sup> August 2023
3	PreBid Meeting	22 <sup>nd</sup> August 2023
4	Response to queries / clarifications	24 <sup>th</sup> August 2023
5	Last date for submission of Technical and Commercial Bid (Softcopy)	04 <sup>th</sup> September 2023 by 5.00 pm
6	Opening of Technical bids	05 <sup>th</sup> September 2023
7	Opening of Commercial bids	To be communicated later

8	Name and address for Communication	Indian Financial Technology and Allied Services (IFTAS), 10th floor, C Wing, 'Times Square'- Tower C, Andheri - Kurla Road, Marol, Andheri (East), Mumbai - 400 059.
9	Bid to be mailed to	<a href="mailto:RFP@iftas.in">RFP@iftas.in</a>

### 2.3 Bidding Process

The response to the present RFP shall be submitted in two parts i.e., the technical bid and the commercial bid. The Bidder shall submit the 'technical bid' and the 'commercial bid' at the same time. The 'technical bid' shall, inter alia, contain the eligibility criteria and exhaustive, comprehensive solution details, whereas the 'commercial Bid' shall, inter alia, contain the pricing information (Commercial bid format included as at **Annexure III**). The technical bid shall not contain any pricing or commercial information and in case such commercial / pricing information is included by the Bidder in the technical bid, the bid shall be summarily rejected without assigning any reason whatsoever.

In the first stage, the 'technical bids' only shall be opened and evaluated. The Bidders satisfying the eligibility criteria and the technical requirements of the solution, as determined by IFTAS, shall only be short-listed.

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

## 3 General Guidelines

### 3.1 Obligations of successful Bidder

- a. The Bidder shall supply all necessary components and licenses to make the solution complete and shall not be limited by the material requirements in this RFP.
- b. The successful Bidder shall deploy their own computing resources for implementing system.
- c. Successful Bidder shall be responsible for any act of its employees that may result in security breach in respect of IFTAS network.
- d. In case the Bidder is not able to deliver the complete solution within the specified 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 urgently.
- e. The successful Bidder will always deploy duly qualified, trained, & experienced personnel to provide services at the required location(s) for implementation, maintenance, and support activities. The names, contact details including phone nos. of these personnel will be advised in writing to IFTAS.
- f. Changes to the set up should be carried out by the successful Bidder as per IFTAS requirements.

### 3.2 Definition of Terms

Throughout this RFP/Bid Document / Contract, the following terms shall have the meanings, as given below and shall be interpreted accordingly only.

- i. “RFP” means the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the IFTAS.
- ii. “Proposal/ Bid” means the Bidder’s written reply or submission in response to this RFP.
- iii. “Services” means all services, scope of work and deliverables, to be provided by a Bidder as described in the RFP and all ancillary services, necessary for the supply, design, delivery at the specified destinations, installation, testing, Implementation, Integration, putting into satisfactory operation, support & comprehensive maintenance, project management and facilities management services (FMS).
- iv. “System” or “solution” means and includes all the hardware, software, etc., required for operationalizing the proposed solution / Project and to provide the Services as mentioned in the RFP.
- v. “Bidder/Service Provider/System Integrator/Vendor” means an eligible entity/firm submitting a Proposal/Bid in response to this RFP. The legal entity who signs and submits the bid.
- vi. “Successful Bidder” or “Vendor” means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by IFTAS and shall include its authorized representatives, successors and permitted assignees.
- vii. “Acceptance of Bid” means the letter/email or any memorandum communicating to the Bidder the acceptance of its Bid.
- viii. “Agreement” means the contract signed between the IFTAS and the Selected Bidder and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, response/s of the selected bidder to the RFP and the contract document itself.
- ix. “Audit, Validation & Certification by OEM”: The bidder is required to ensure that the competent team of OEM conducts an audit of the implemented solution (production environment or test environment as decided by IFTAS), in order to confirm that implementation and configuration has been done as per OEM best practices and the design is suitable to deliver the required uptime, and the required performance before Final Acceptance Testing i.e., Stabilization certificate is issued by the OEM.
- x. “Contract Period” means the period of 5 years from the date of completion of audit, validation & certification by all the OEMs for their respective products, constituting the solutions. Start date for the contract period will be the date on which certifications from all OEMs are

- xi. Support & Comprehensive Annual Maintenance Contract (AMC) is a post acceptance support of the solution/project for the Contracted Period. Under AMC, the Bidder shall provide comprehensive support and services for all the hardware components of the proposed solution at all the project locations of IFTAS.
- xii. Annual Technical Support (ATS) is posting general warranty for comprehensive software maintenance. Under ATS, the Bidder shall provide comprehensive support for all the software of the proposed solution at all the project locations of IFTAS. The ATS shall be for the Contracted Period.
- xiii. “Authorized Signatory” means the person authorized by the Competent Authority of the respective bidder (say Board, in terms of applicable statutory provisions), for signing all the documents for purpose of this bid and to enter contract thereafter, if successful in the bidding process. The documentary evidence to establish the identity and the authority of authorized signatory must be submitted along with the bid document.
- xiv. “Installation” or “Implementation” or “Commissioning” means the installation of the hardware equipment/software/appliance at IFTAS premises or at such other location/s, as may be specified by the IFTAS implementation team and which will be considered complete only after successful sanity testing and integration of the installed solution with other existing IT/Non-IT infrastructure including security layers/components.
- xv. “Operationalization” means when all the components of the proposed solution are successfully commissioned, tested, and implemented. Thereafter, certification/s by the respective OEMs in full working conditions to meet day-to-day operational requirements.
- xvi. “Site” means the place where the product / service / solution is to be delivered and commissioned or places approved by the IFTAS for the purposes of the Contract together with any other places designated in the Contract as forming a part of the Site.
- xvii. “One Time Cost” means first year cost which includes the cost of Supply, Design, Installation, Integration, Testing, Training and Implementation of Hardware, software, and any other required component of the proposed solution.
- xviii. “Recurring Cost” means AMC/ATS for hardware, software, licenses, etc. including Resource/FMS cost and any other recurring cost defined specifically.
- xix. “Uptime” of the solution/project means the duration of time all the services are available and operational. Guaranteed required uptime as specified in SLA and calculated on quarterly basis.
- xx. “Incident” refers to any event /malfunctioning/ abnormalities in the functioning of any of the components of the proposed solution that may lead to disruption in normal operations.
- xxi. “Availability” means the time for which the services offered are available for conducting operations from the equipment / proposed solution hosted in IFTAS.



- xxii. "Support" means the 24x7 support which shall handle Change Management and resolution of Fault/incident Reporting, Trouble Ticketing, and related enquiries during the contracted period.
- xxiii. "Planned downtime / Scheduled downtime" means any time when any of the subsystems/proposed solution is/are unavailable because of Urgent Maintenance activities and any other scheduled maintenance or upgradation activities that may or may not be periodic. The planned downtime must be performed post approval from IFTAS at least 48 hours in advance or as required.
- xxiv. "Urgent Maintenance" activities are maintenance activities that cannot be postponed until the next available or scheduled maintenance window, and may include, but not limited to, restarting the applications, rebooting the servers, applying patches or fixes, reconfiguration, reloading of data etc. and must be performed post approval by IFTAS.
- xxv. "Response time" is defined as the time between the receipt of the incident report by the support team and its logging / generation of the ticket on the system.
- xxvi. "Restoration/Resolution Time" means the time taken (after the incident has been reported to the support system) till resolution subject to acceptance by IFTAS.
- xxvii. "Delivery Completion / Delivery" is considered completed on the Confirmation of delivery of all items as per the Purchase Order and successful Power-On-Self-Test (POST) at the respective sites / locations of IFTAS.
- xxviii. Man-day – 8 hours of work of a qualified person.
- xxix. Man-Month → 22 working days.

### 3.3 Instruction to Bidders

Bidders shall send technical and commercial bids in separate mails with Subject "Technical bid for RFP **"IFT/FIM/110823"** and "Commercial bid for RFP **"IFT/FIM/110823"**".

All Bid documents i.e., both Technical Bid and Commercial Bid shall be in PDF format and Commercial Bid shall be password protected. All the mails shall be sent by the authorised personnel of the Bidder to [RFP@iftas.in](mailto:RFP@iftas.in).

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

- i. Annexure – I: Technical Bid – Order and Format in PDF
- ii. Annexure – II: Technical Specifications in PDF
- iii. Annexure - III: Commercial Bid in PDF **\*\* This shall be protected by password and Bidders shall not share the password for commercial bid unless it is requested by IFTAS using [RFP@iftas.in](mailto:RFP@iftas.in)**

- iv. Annexure - IV: Unpriced bill of material Bid – (Unpriced)
- v. Annexure - V: Deviations from Technical Specifications and Terms and Conditions of the RFP
- vi. Annexure - VI: Bidder's Guarantee Certificate
- vii. Annexure - VII: Conformation to Terms and Conditions
- viii. Annexure - VIII: Procurement from a bidder from a country sharing land border with India
- ix. Annexure - IX Non-Disclosure Agreement
- x. Annexure - X: Integrity Pact
- xi. Annexure - XI: Performance Bank Guarantee
- xii. Annexure - XII: Response from OEM through Bidder
- xiii. Annexure - XIII: Letter of Authority
- xiv. Annexure - XIV: Self -Declaration for PCI DSS V4.0 certification requirement
- xv. Annexure - XV: OEM Undertaking
- xvi. Annexure - XVI: Undertaking for Information Security
- xvii. Annexure – XVII: Statement of absence of conflict of Interest
- xviii. Annexure – XVIII: Bidders Queries Format
- xix. Annexure – XIX : Indexation Formula

All the PDF documents shall be digitally signed by the Authorized person/s of the Bidder.

**\*\*Bidders shall not share the password for the commercial bid unless it is requested by IFTAS using [RFP@iftas.in](mailto:RFP@iftas.in).**

## 4 Correction of Errors

Correction of errors in bids will be treated as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail; and
- b) Where there is a discrepancy between the part-wise quoted amounts and the total quoted amount, the part-wise rate will prevail.
- c) If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis will prevail.
- d) If there is a discrepancy between the unit price and total price, the unit price will prevail for calculation of the total price.
- e) If there is a discrepancy in the total, the correct total will be arrived at by IFTAS.

The amount stated in the bid, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case IFTAS will be free to accept the amounts, as mentioned in the commercial bid.

## 5 Scope of work:

- a) The Bidder shall supply, install, configure, integrate, and support all the necessary software components required for the Solution mentioned in this RFP.
- b) The Bidder shall list the requirements of the Compute, Storage, Operating System, and Database to run the Solution.

- c) The Solution shall be for 100 devices/users, and scalable to 1000 devices/users in the contract period.
- d) The Solution should have High Availability implemented between DC and DR Site.
- e) The successful bidder shall assign project manager and associated support personnel for the one-time implementation.
- f) The bidder is required to provide OEM training (preferably onsite) to IFTAS team (at least for 10 persons) through authorized OEM certification partners for products and technology being implemented as part of this RFP.
- g) Execute User Acceptance Test (UAT) for the proposed solution, i.e., Deployment of Client software on minimum 4 machines per department. Acceptance shall be based on the results of the test cases. If during the test period, the proposed Solution experiences no failures and functions according to the requirements of the RFP, as determined by IFTAS, the Solution shall be considered accepted.
- h) The bidder should demonstrate compliance to technical requirements documented in this document for the solution implemented.

## 6 Existing Setup

IFTAS recently implemented the Data Classification solution for documents and emails. Servers deployed in IFTAS are Windows/Linux/Ubuntu etc., and endpoints with Windows OS.

IFTAS also implemented a state of art proxy solution to control and monitor internet browsing access to end users. The setup also includes SMTP mail gateway for all incoming and outgoing mails which will protect malware and other mail protection features. The users are authenticated by using windows AD environment both at DC and DR. IFTAS expects that the proposed FIM solution should integrate with IFTAS environment seamlessly.

## 7 Project Milestones

The dates mentioned for the activities are tentative in nature. The exact dates of completion of various activities shall be firmed up in discussion with the successful Bidder.

Activity	Key Activities	Timelines
1	Project Kick-off	Within 3 days from the day of PO
2	Study IFTAS Requirement in details and submit the detail project plan and solution design.	Within 2-3 weeks from date of PO
3	Software and license delivery	Within 2-3 weeks from the date of PO
4	Implementation of complete solution as per IFTAS requirement	4 -5 weeks from activity 3
5	Complete the user acceptance Test (UAT)	1 week from activity 4
6	Training	2 weeks after activity 5

## 8 Eligibility Criteria

Those Bidders, who satisfy all the eligibility criteria as mentioned herein below, may only respond. Documents in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the Bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

S. No	Eligibility Criteria	Documentation Required/Compliance/Non-Compliance
1.	Bidder must have registered under the Companies Act, 1956/2013, registered with the Goods & Services Tax Authorities and must also have completed 3 years of experience/operations as on the Bid calling date.	Attested copy of the Certificates of Incorporation and Registration of the Bidder with ROC and GST Authorities.
2.	The Bidder shall have a minimum annual turnover of at least Rs. 5 Crore in each of the last three financial years (for e.g., 2020-21, 2021-22 & 2022-23). The Bidder shall have positive net worth in each of the last three financial years.	<ol style="list-style-type: none"> <li>1. Copies of Certified Audited Balance Sheets for the last 3 years are required. If the Statutory Audit for the current financial year is not yet complete, an un-audited statement shall be furnished. However, a Chartered Accountant certificate shall be required for certifying the Revenue for the current financial year.</li> <li>2. Proof of Annual Filings i.e., Company's Current Master Data as reflected on the Ministry of Corporate Affairs and/or the Payment Challans of the Annual Filings done for the immediately 02 financial years.</li> </ol>
3.	The bidder shall have highest /second highest level of Partnership with the OEM for all the primary components of the solution as determined by IFTAS	Partner certificate copy shall be enclosed. A copy of MOU / Agreement between OEM and the bidder shall be enclosed.
4.	Bidder/OEM shall have implementation experience of minimum 3 similar solutions with at least one BFSI/PSU customer.	Details of the projects and the PO/Completion Certificate to be submitted along with the technical bid.
5.	The bidder and proposed solution should not be from countries which share a land border with India unless registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)	Self-Attested Declaration in compliance to the said clause as per Annexure VIII

	in accordance with General Financial Rules 2017 of Government of India.	
6.	Bidder & OEM should have direct support offices in India with technically qualified engineers who have expertise and track record in installations and support of the proposed solution.	Details to be provided as per Annexure I and Annexure XII
7.	The solution should be compliant to requirement of PCI DSS V4.0 standards	Self-Declaration as per Annexure- XIV

- a) The Bidder shall provide evidence that it is a current legal entity permitted by law to provide all the technical, functional, and operational scope of work detailed in this RFP.
- b) The Bidder must warrant that key project personnel to be employed in this project have been sufficiently involved in similar past installations.
- c) The Bidder shall demonstrate its proven expertise and shall give site reference and, organize visits to facilitate the same.
- d) The Bidder shall maintain all the necessary spare equipment required to provide the services mentioned in this RFP, at its service centres close to RBI/IFTAS locations.
- e) The Bidder should be able to arrange spares as per location criticality and other related equipment's to ensure high uptime as per SLA and they should provide complete details of their service set-ups.
- f) The Bidder must warrant that there is no legal action being taken / pending against it for any cause in any legal jurisdiction. If such an action exists and The Bidder shall provide all the necessary details to ensure that it does not affect its ability to deliver and service, the RFP requirements.
- g) The Bidder must organize the bid in accordance with the format specified in the RFP document.
- h) The cost of bidding and submission of RFP documents is entirely the responsibility of The Bidder, regardless of the conduct or outcome of the RFP process.
- i) The Bidder shall have professional service support MAF certification from the original equipment manufacturer (format attached in the subsequent part of this RFP).
- j) The Bidder shall deploy network equipment's/software's cleared by security agencies and other relevant agencies of the Government of India.
- k) Only one bid shall be permitted from a Bidder, as a response to this RFP. Multiple bids from the same bidding company or its group companies will not be entertained.

Failure to adhere to any of the conditions specified in the Eligibility Criteria will lead to disqualification of the bid and the decision of IFTAS on this matter will be final.

## 9 Evaluation of BIDs

### 9.1 Evaluation Process

- a. To evaluate and select successful Bidder for this project, a two-stage processing of bids will be followed. In the first stage, the technical bids of the eligible bidders will be examined. In the

second stage, the commercial bids of the shortlisted bidders, after the completion of the process of examination of the technical bids, will be opened and examined.

- b. The Technical bid will contain, inter alia, the exhaustive and comprehensive technical details, whereas the Commercial Bid will contain, inter alia, the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if any Technical Bid contains any price related information, that Technical Bid shall be disqualified and shall NOT be processed further. The Bidder shall submit the technical and commercial bids separately but together as per the timelines specified in this RFP.
- c. Technical bid shall conform to the eligibility criteria to be considered for technical evaluation. Only bids from Bidders meeting the eligibility criteria and which are complete shall be taken up for examination / evaluation.
- d. The objective of technical evaluation is to evaluate the bids and shortlist the effective and best fit solutions. Evaluation by IFTAS will be taken up under the guidance of the Committee, if any, formed by IFTAS for the purpose. The decision taken by the committee during the evaluation process will be final and binding for all the bidders.
- e. Bidders, satisfying the technical evaluation requirements, as per the technical evaluation matrix under section 9.2 shall qualify for commercial evaluation.
- f. In the commercial evaluation phase, the lowest commercial Bidder (L1) will be identified based on the guidance by the Committee.

## 9.2 Technical Evaluation Matrix

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

The following parameters (illustratively) will constitute the evaluation criteria:

S. No	Parameter	Details	Maximum Score
1	Experience of a Bidder in implementing similar projects.	<ul style="list-style-type: none"> <li>• Number of projects implemented.</li> </ul>	15
2	Functional & Technical Requirements	<ul style="list-style-type: none"> <li>• Adherence to Technical and Functional specifications as per <b>Annexure II.</b></li> </ul>	40

		<ul style="list-style-type: none"> <li>• Detailing the Technical Architecture and Design of the solution offered, meeting IFTAS requirements.</li> <li>• Administrative ease (GUI vs CLI) and Support:               <ul style="list-style-type: none"> <li>– Efforts for setting up &amp; configuration of the solution.</li> <li>– Visibility, tracking and log formation.</li> <li>– Support.</li> </ul> </li> <li>• Form factor and total Power requirements wherever applicable.</li> <li>• Testing of Security Features</li> <li>• POC Testing</li> </ul>	
<b>3</b>	Overall Solution	<ul style="list-style-type: none"> <li>• Capabilities of the proposed Solution.</li> <li>• PCI DSS V4.0 compliant</li> <li>• The solution being part of leading research reports like Gartner, Forester etc.,</li> <li>• Independent Evaluators Report</li> <li>• Market Review and Feedback</li> </ul>	<b>25</b>
<b>4</b>	Presentation & Product Demo	<ul style="list-style-type: none"> <li>• Presentation based on the understanding of IFTAS requirements. The extent to which the plan for the implementation of the solution conforms to the objectives mentioned in the RFP.</li> <li>• Implementation Plan along with support for IFTAS SLA requirements.</li> </ul>	<b>20</b>
<b>Total</b>			<b>100</b>

In the event of only one responsive Bidder or only one Bidder emerging successful after the completion of the technical evaluation process, IFTAS reserves the right to continue or discontinue with this RFP process. The decision by IFTAS shall be final.

## 10 RFP Response

### 10.1 Technical Bid

The technical bid should follow the order and format provided in **Annexure I**.

Should there be any technical deviations / clarifications / queries, a deviation from technical specifications document as per **Annexure V** shall be provided.

### 10.2 Commercial Bid

The commercial bid shall be submitted strictly as per **Annexure III** and shall be submitted in separate mail as a **password protected** file. It shall be submitted in clear printed form. Any handwritten bid and any bid in a modified format shall be rejected.

The lowest cost (L1) bidder will be identified after completion of the due commercial evaluation process including comparison of all the components, as per **Annexure III**.

## 11 Warranties and Support

- a. Product licenses should be Enterprise licenses in the name of IFTAS for the entire project contract period. License date will start after acceptance from IFTAS.
- b. The Bidder shall offer minimum 3 years of warranty on the proposed solution and thereafter, two-years of comprehensive Annual Maintenance Contract for the proposed solution - for the new devices, meeting the requirements as specified in Scope Section 5. Warranty will commence from the date of complete acceptance of the proposed solution by IFTAS across all the sites.
- c. For price bid, cost of warranty and software support cost to be included in the cost of the respective systems / software licenses and the AMC / ATS to be quoted for post-warranty period.
- d. The successful bidder shall provide 24 X 7 support during the warranty period, ensuring the accepted level of performance as specified in “Service Level Agreement”.
- e. The Bidder shall submit the call logging procedures including the escalation procedures for maintenance throughout the contract.
- f. The bidder agrees that during the tenure of the contract, should there be any new release of features or upgrades, the same shall be implemented in the solution **without any additional cost**.
- g. Without prejudice to the warranties given for individual products or services under the solution, the Bidder shall warrant to IFTAS that:
  - i. The Total environment, emerging from integration of the proposed solution with existing environment, represents a complete, integrated solution meeting IFTAS requirements as detailed in the signed contract, (including this RFP), and shall provide for meeting the stipulated service levels and the performance set forth therein. The Bidder shall accept responsibility for the overall integration in accordance with the requirements.
  - ii. The Bidder also warrants that all the systems / products supplied under the contract shall have no defect arising from design or from any act of omission by the OEM. The Bidder shall make necessary efforts (including replacement of the systems/ products) to correct the defects in the systems / products that constitute deviations from the technical specifications.
  - iii. Any defective equipment/software supplied by the Bidder shall be replaced by the Bidder at no additional cost to IFTAS, including all incidental costs of the upgrades, new release (Minor/Major) versions, bug fixes, etc. for the software. In such a situation, all the necessary documentation shall also be supplied to IFTAS at no extra cost.
  - iv. 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, post seeking approval from IFTAS in writing.
  - v. If the Bidder fails to remedy a defect within reasonable period or does not provide support as per the terms of RFP, IFTAS may invoke the applicable penalties and/or proceed to take



reasonable remedial actions as may be necessary after giving due notice within the overall framework of the contract and the SLA within. Notice can be received through letter, email, fax, etc. or any other acceptable mode of electronic communication.

- vi. The initial Support & contract period will be for **5 years** minimum (3 years Warranty + 2 years comprehensive AMC). IFTAS reserves the right to further extend the contract period. In case of any price escalation during the thus extended period of the contract, it will be based on RBI Indexation formula as per **Annexure XIX**.

## 12 AMC Support

- a. If the warranty provided by Bidder is for 5 years, AMC may not be applicable.
- b. In all other cases, Bidder is expected to provide AMC (Annual Maintenance Contract) for a period of 2 years after the expiry of general warranty period (which may be for 3 years). This shall have back-to-back OEM engagement to ensure that the competent team of OEM conducts an audit of the implemented solution (production environment or test environment as considered appropriate and decided by IFTAS) in order to confirm that implementation including configuration has been done as per OEM best practices and the design is suitable to deliver the required uptime, and the required level of performance before completion of Final Acceptance Testing i.e. Stabilization certificate is issued.
- c. The comprehensive Annual Maintenance Contract (AMC) is a post warranty hardware support for the Contract Period usually on the lines of a warranty support, etc. Under AMC, the Bidder shall provide comprehensive support for hardware of the proposed solution at all the locations of IFTAS covering the equipment supplied for the project.
- d. Annual Technical Support (ATS) (if applicable) is a post warranty comprehensive software maintenance for the Contract Period. IFTAS opts for Upfront ATS arrangement for all the System Software provided by the Bidder as part of the proposed solution.
- e. Under AMC / ATS, the Bidder shall offer comprehensive support for hardware, System software etc. supplied at all the sites. The AMC/ ATS should commence upon successful completion of the warranty period as per the specifications, terms and conditions specified in the RFP.
- f. After the expiry of the warranty, IFTAS reserves the rights to enter into an AMC / ATS with the Bidder or any other solution provider, depending on the performance of the bidder.
- g. Bidder shall provide and install all software updates/enhancements, releases, bug fixes, upgrades, version upgrades, subscription etc. for all the hardware and software covered under the proposed solution during Warranty and AMC/ATS period without any additional cost to IFTAS. The AMC shall include support, upgrades, new release (Minor/Major) versions; security and bug fixes, etc. for the hardware / software with the necessary documentation.
- h. The Bidder shall provide all Maintenance Services that will be required for the maintenance of the Software supplied and commissioned by them. Support and maintenance for all purposes means support for all the applications and third-party software provided, quoted, and developed by the Bidder and/or any third party and all other costs necessary and incidental for

the maintenance and support of such licensed Software. Bidder shall provide such support services at all the deployment locations of IFTAS.

- i. Bidder shall ensure compatibility of the software and hardware releases to the implemented solution.
- j. The bidder shall ensure hardening of the hardware and software as per the best industry practices and the security policy of IFTAS.
- k. Bidder shall ensure that all the vulnerabilities being detected, are duly addressed periodically as per the agreed timelines and business requirements.
- l. The Bidder proposal shall support on 24X7 basis.
- m. 24X7 telephonic and online support shall be provided by the Bidder for online troubleshooting to address technical issues, if any, including configurational and breakdowns, under the supervision of IFTAS.
- n. IFTAS will be able to log calls directly by web/email or over phone with the Bidder and OEM 24x7 during the annual maintenance period. The bidder conforms and submits its escalation matrix for the unresolved issues, if any.

## 13 SLAs and Penalty

### 13.1 Definition for Operational SLAs

For maintaining the highest standard of operational requirements, the SLA definitions and terms are herein specified in this contract which shall have the meanings set-forth below:

- i. **“Service Requests”** are the requests raised by IFTAS for support, information, advice, or documentation, and are not related to any failure in the solution provided by the Bidder.
- ii. **“Incident Requests”** refers to any event / occurrence of abnormality in function of the proposed solution, or failure of any component of the proposed solution that may lead to disruption from or a behavior other than the normal or expected operations. Should there be an incident due to the underlying hardware and the Bidder made known of it, the Bidder necessarily needs to restore the device (hardware) within the defined timelines. IFTAS has the discretion to define the incident severity, which are as below:
  - **Critical-Priority Incidents** One or many components of the proposed solution is impacted, and affect many users or customers, interrupt business and affect service delivery. These incidents will have financial or reputational impact.
  - **High-Priority Incidents** One or many components of the proposed solution is impacted and affects less than 10 users or customers who are using the proposed solution, with minor interruption to business.  
All the security incidents will be treated as High Priority and based on initial assessment, may be prioritized as Critical.
  - **Medium-Priority Incidents** affect less than 5 users or customers who are using the proposed solution, and interrupt work to some degree. Customers may be slightly affected or inconvenienced, which is manageable.

- **Low-Priority Incidents** are those that do not interrupt users or the business and may have work around. Services to users and customers will be maintained.
- iii. **“Support”** shall mean the 24x7 coverage to handle Change Management and resolution of Faults/incidents raised by IFTAS which are logged, tracked, attended to immediately with the capability of remote testing, troubleshooting, and identifying the cause, and provide workaround or resolution to incident or issues Trouble Ticket by providing patch updates, upgrades, organizing and delivering parts at IFTAS DC sites, as required and as per the contract.
  - iv. **“Availability”** shall mean the time for which the services offered are available for conducting operations of the equipment / solution hosted in IFTAS.
  - v. Service Levels are calculated based on the **“Business Utility”** of the solution where:
 

**Business Utility** (BU) is calculated in percentage as –

$$BU (\%) = ((BOH - BDT) / BOH) * 100$$

Where: BOH= **Business Operation Hours** - and - BDT= **Business Downtime**
  - vi. **“Business Operation Hours”** for IFTAS shall be 24x7 minus the planned downtime, urgent maintenance taken up by IFTAS, as per recommendation by Bidder or otherwise as necessitated under mutual consent of IFTAS and the Bidder.
  - vii. **“Business Downtime”** is the actual duration for which the proposed solution is not able to service IFTAS business, due to failure of solution or any component of infrastructure thereof as defined by IFTAS in the RFP and agreed to by the Bidder. The "Business Downtime" will be calculated on a monthly basis and for all performance appraisals, and the downtime will form part of core measurement for assessment / escalation/ penalty, etc.
  - viii. **“Response time”** is defined as the time between receipt of the incident raised by IFTAS and logged by the Bidder support team on their system to the acknowledgement by the ticket logging team. Response time shall be within **15 minutes** for all categories of incidents.
  - ix. **“Resolution Time”** shall mean the time taken (after the incident has been reported to the support team) until its original functionality is restored by fixing the root cause. The severity parameters have been defined above.
  - x. **“Workaround Time”** shall mean the time taken (after the incident has been reported to the support team) until the equivalent functionality is restored without fixing the cause but using other options.
  - xi. **Planned Downtime:** Planned downtime shall mean any time when any or all the subsystems/solution are unavailable because of Urgent Maintenance, upgrade activities and any other scheduled maintenance that may or may not be periodic. The planned downtime will be notified at least 48 hours in advance or as practicable.
  - xii. **Urgent Maintenance** activities are maintenance activities that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to

restarting applications, rebooting servers, applying patches or fixes, reconfiguring, reloading data etc.

### 13.2 Performance tracking and Reporting

The Bidder shall be bound by the Service Levels specified in this document for – Delivery, Project Implementation, On-site Support Services, etc. at all sites of IFTAS.

- i. IFTAS requires the Bidder to provide reports on Issues logged and Closed - or - Pending Closure by the Bidder and Business Downtime (if any). The frequency of the report will be Weekly, Monthly, Quarterly, or as agreed between IFTAS and the Bidder.
- ii. Bidder will generate reports of incident response including resolution or workaround.
- iii. The solution related minimum service expectation as a percentage of Business Utility is **99 %** to be calculated on **Quarterly** basis.

### 13.3 Review of SLA

- i. IFTAS shall review the SLA based on performance and (if necessary) may revise them based on mutual agreement.
- ii. Any dispute arising out of SLA penalties, SLA review, etc. will be amicably resolved by the Governance Team consisting of senior officials of the Bidder and IFTAS.

### 13.4 Penalties during Project Implementation

Sr. No.	Service Area	Target	Penalty
<b>1</b>	Project kick-off Meeting (PO Acceptance and setting expectations)	<b>1 week</b> from the date of Issue of Purchase Order	A penalty of 0.5% per week for first two weeks and 1% per week for every subsequent week subject to a maximum of 5%. Penalty will be computed on the Purchase Order Value.
<b>2</b>	Delivery of Proposed Solution (Hardware, Software & Licenses etc).	<b>2-3 weeks</b> from the date of Issue of Purchase Order	A penalty of 0.5% per week for first two weeks and 1% per week for every subsequent week subject to a maximum of 5%. Penalty will be computed on the Purchase Order Value.
<b>3</b>	Installation, Configuration, Implementation & Integration of the complete solution	<b>Within 4-5 weeks</b> from the date of Hardware/software delivery and Installation)	A penalty of 0.5% per week for first two weeks and 1% per week for every subsequent week subject to a maximum of 5%. Penalty will be computed on the Purchase Order Value.

4	Acceptance Testing (Module wise testing)	<b>Within 2 weeks</b> from the date completing installation	A penalty of 0.5% per week for first two weeks and 1% per week for every subsequent week subject to a maximum of 5%. Penalty will be computed on the Appropriate Purchase Order Value.
5	Training, Documentation and Signoff	<b>Within 2 weeks</b> post completion of acceptance Testing.	A penalty of 0.5% per week for first two weeks and 1% per week for every subsequent week subject to a maximum of 5%. Penalty will be computed on the Appropriate Purchase Order Value.

### 13.5 Penalty for breach in SLA during Operations

The following penalties will be applicable for the contract period.

Request Category	Response Time	Resolution Time	Penalty
<b>Critical Incident</b>	15 min	4 hrs	If Resolution exceeds the committed time, the bidder shall pay, at IFTAS' discretion, liquidated damages of 0.1% of Purchase Order value for each additional hour of non-resolution.
<b>High Severity Incident</b>	30 min	8 hrs	If Resolution exceeds the committed time, the bidder shall pay, at IFTAS' discretion, liquidated damages of 0.1% of Purchase Order value for each additional hour of non-resolution.
<b>Medium Severity Incident</b>	60 min	24 hrs	If Resolution exceeds the committed time, the bidder shall pay, at IFTAS' discretion, liquidated damages of 0.05% of Purchase Order value for each additional hour of non-resolution.
<b>Low Severity Incident</b>	60 min	3 days	If Resolution exceeds the committed time, the bidder shall pay, at IFTAS' discretion, liquidated damages of 0.1% of Purchase Order value for each additional day of non-resolution.
<b>Service Request</b>	1 Day	5 days	If Resolution exceeds the committed time, the bidder shall pay, at IFTAS' discretion, liquidated damages of 0.1% of Purchase Order value for each additional day of non-resolution.

**Note:** The total penalty amount in a year shall not exceed 10% of the Purchase Order value of the solution.

The bidder shall pay the penalty within 45 days of receipt of communication therefor from IFTAS.

## 14 Payment Terms and Conditions

The following shall be the payment terms and conditions under the contract:

S.no	Description	Payment terms	Payment condition
1	Hardware / Software and Licenses	50% payment	After delivery of hardware / software and licenses
		50% payment	After successful implementation, configuration, PAT (project acceptance test), and submission of Bank Guarantee
2	Onetime installation, implementation, training, and documentation charges	100% payment	After successful installation and training and submission of documents.
3	Comprehensive Software Support / ATS for 4th and 5th year	Quarterly in arrears after submission of complete invoice.	After deducting penalties, if any, and after receipt of back-to-back confirmation from OEM.
4	Scalability components	Shall be paid as per requirement and delivery, verification, and acceptance by IFTAS	
5	General Payment Terms	<ul style="list-style-type: none"> <li>➤ All payments will be released based on submission of complete and correct invoices along with necessary SLA evidence/reports of rendering of service as required.</li> <li>➤ Payment will be released within 30 days of receipt of correct and complete invoices along with necessary documents / certificates duly signed by the authorized official of the bidder.</li> <li>➤ Prices shall be quoted in INR only.</li> <li>➤ 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.</li> <li>➤ The awardee / successful bidder shall quote the GST No. on the invoice, submitted for the payment.</li> </ul>	

## 15 Fall Clause:

The Bidder certifies that they had not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU or any other entity and if it is found at any stage that similar products/systems or sub systems were supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or any other entity at a lower price, that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to IFTAS, if the contract has already been concluded.

Bidder shall submit the PO issued for the same / similar solution/ device to any PSU/ Govt. Authority / other entity without names to substantiate the Fall Clause. (The solution if any other entity, if found the benefits should be passed on to IFTAS-/similar rates of period of 6 months).

## **Pre-bid Queries/ Meeting**

- a. Written requests for clarification will be submitted to IFTAS through email / letter and the same should reach IFTAS on or before the dates as given in the Important dates and Project timeline sections of this RFP.
- b. Any pre-bid queries may be sent to the designated email id ([RFP@iftas.in](mailto:RFP@iftas.in)) as per the timelines mentioned in the Important Dates- Section in this RFP. The queries and responses thereto will be shared among all the bidders. IFTAS may clarify all such queries in the Pre-bid meeting. It may be noted that all the queries/questions relating to this RFP, technical or otherwise, will have to be sent 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.
- c. Pre-Bid Queries and responses thereto will be circulated among all the bidders / published on IFTAS website for the benefit of all the bidders.
- d. IFTAS reserves the right to reschedule the date/s, as mentioned in the above section 2.2. The Bidders will be informed of any such change by way of mail and publication on IFTAS website.
- e. No queries will be entertained after the last date for receiving queries.
- f. Bidders shall acquaint themselves fully with the terms and conditions of the tender as per this RFP. No plea of insufficient information will be entertained at any time subsequently.
- g. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision in the RFP after submission of the Bid, the interpretation by IFTAS and decision of IFTAS shall be final, conclusive, and binding on the Bidder.
- h. The specifications of the components of the proposed Solution are defined in generic terms on best effort basis. Reference to any term, which is proprietary to an OEM, in the RFP is incidental and has no other meaning other than specifying the nature and classification of the components of the proposed Solution.

## **16 Limitation of Liability**

- a. Circumstances may arise where, because of any default directly attributable to the Bidder, IFTAS may be entitled to recover damages from the Bidder. Notwithstanding anything to the contrary mentioned herein, the aggregate of all such liabilities of the Bidder hereunder, whether in contract, torts or any other theories of law, irrespective of the cause, on account of which IFTAS is entitled to claim damages from the Bidder, shall only be limited to and shall in no event exceed the Total Project Cost.
- b. Bidder shall however be liable for:

- i. bodily injury (including death) and damage to real property and tangible personal property and for which the Bidder is legally liable due to reasons directly attributable to the Bidder; and
  - ii. subject to the above limits of liability.
- c. The Bidder shall not be liable for:
  - i. IFTAS's failure to perform IFTAS's responsibilities.
  - ii. Third party claims against IFTAS for losses or damages (other than those in "i" and "ii" above).
  - iii. Any indirect, special, punitive or consequential losses, damages or loss of profits/business/revenue or loss of Goodwill or Reputation, whether in contract, tort or other theories of law, and even if such other party has been advised of the possibility of such damages.
  - iv. Damages arising out of Force Majeure.
- d. The above sets forth the Bidder's entire liabilities to the exclusion of any provisions mentioned elsewhere herein.

## 17 Sub-Contracting Clause

As per the scope of this RFP, subcontracting is permitted after taking prior permission from IFTAS in writing.

- a. Bidder shall obtain written consent from IFTAS before contracting any work to sub-contractor/s. IFTAS at its own discretion may permit or deny the same.
- b. In case sub-contracting is permitted, the Bidder shall remain responsible for all the services provided to IFTAS from all points of view. Bidder shall also remain responsible for ensuring that the sub-contractor/s comply with all security/confidentiality requirements and other terms and conditions as applicable to the Bidder under this RFP. IFTAS reserves the rights to conduct independent audit of the Bidder including any sub-contractor in this regard.
- c. Before engaging any sub-contractor, the Bidder shall carry out due diligence on the sub-contractor to the satisfaction of IFTAS and IFTAS shall have access to all such records on demand.
- d. In the event of sub-contracting, the Bidder shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Bidder shall ensure that the secrecy and the confidentiality of IFTAS's data/processes is maintained.
- e. The successful bidder shall not be allowed to sub-contract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- f. Bidder shall provide sub-contracting details to IFTAS. Notwithstanding approval of IFTAS for sub-contracting, the Bidder shall solely remain liable to IFTAS for all acts and omissions of the sub-contractor/s under this RFP.

IFTAS reserves the right to ask the Bidder and the Bidder shall change / amend the contractual provisions / clause(s) entered into between the Bidder and the sub-contractor to the satisfaction of IFTAS.



## 18 Performance Bank Guarantee

The Bidder shall at its own expense deposit with IFTAS within forty-five (45) working days from the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank as per **Annexure – XI**, payable on demand, for an amount equivalent to ten percent (10%) of the contract price for the due performance 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 the contract period.

Failure of the Bidder to comply with the above requirement or failure of the Bidder to enter into a contract within 45 days or within such extended period, as may be specified by IFTAS, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

## 19 Termination of Purchase Order/Contract:

IFTAS, by written notice, may terminate the contract in whole or in part, as per the under-noted reasons, at any time by giving 90 days prior notice in writing to the Bidder. The notice for termination shall specify the extent to which the contract is terminated, and the date from which such termination becomes effective.

- The selected Bidder goes into liquidation voluntarily or otherwise.
- The selected Bidder commits a breach of any of the terms and conditions of the contract.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If deductions on account of penalties exceed 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 rights to get the remaining part of the contract executed by another party of its choice by giving one months' notice for the same. Under such circumstances, the selected Bidder (existing Bidder) will be meeting all the expenses incurred by IFTAS for the purpose.
- IFTAS reserves the rights to recover any dues payable to the selected Bidder (existing 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 IFTAS.
- If any document, certificate by bidder whose bid is accepted and found to be fake/fraud/forged/false, this would be ground for immediate termination and further legal action in accordance with law/provision of bidding document including suspension/ banning and encashment of PBG.

- OEM obligation against Bidder failure to supply or install or implement or operate or support. Necessary guarantee or certification is to be obtained from the OEM as per Annexure XV.

The Bidder shall deliver all the requirements and complete all necessary documentation/s as per the requirements mentioned in this RFP. In the event of an unforeseeable delay, the Bidder shall approach IFTAS for an approval to extend the timelines with complete justification and reasoning. The discretion to extend the timelines shall rest solely on IFTAS, and in the event that extension is provided, it will be at no extra cost to IFTAS.

## 20 Right to Verification

IFTAS reserves the rights to verify any or all statements made by the Bidder in the tender document and to inspect the Bidder's facilities, if necessary, to establish to its satisfaction about the Bidder's capacity to perform and complete the contractual obligations under the contract. The technical evaluation will also include such information.

## 21 Right to Audit / Inspection

Upon reasonable notice, the Bidder shall allow IFTAS to inspect/ audit the services being provided by the Bidder under this contract at its office / sites and such inspection shall be carried out in a pre-agreed manner and during normal business hours (minimum once a year). For avoidance of doubt, such inspection by IFTAS will not be considered as breach of organizational confidentiality requirements of the Bidder in any manner. Suitable office space shall be provided to IFTAS wherein such inspection will be carried out by IFTAS and/ or its authorized representatives. IFTAS will comply with any other non-Disclosure terms and conditions with the Bidder, which are mutually acceptable.

## 22 Anti-Bribery Clause

The Bidder shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the applicable legislations in India. Further, the Bidder shall maintain adequate policies and procedures at their end to ensure compliance with the said legislations. It is agreed that the Bidder will not engage in any activity or practice which constitutes an offence under the said legislations, including but not limited to offer, pay, consider or benefit, either directly or indirectly an inducement or reward of any kind for any services, or possible services in relation to this order. Breach of this clause shall be deemed as a material breach under this contract.

## 23 Late Submission of Bid

Bid will be received by IFTAS on or before the date and time and at the address, as specified in the RFP for the purpose. Any bid received by IFTAS after the last date for receipt of bids, as specified by IFTAS, will be rejected and/or returned unopened to the Bidder. IFTAS shall not be responsible for non-receipt of any bid at the address within the given date and time specified in the RFP due to any reason whatsoever.

## 24 Bid Currency

Prices shall be quoted in Indian Rupee (INR).

## 25 Demerger

In case the Bidding Company is the result of a demerger / hiving off, due consideration shall be given to the past financial results of the demerged company for the purpose of determining the net worth, minimum annual turnover, and profit after tax for the purpose of meeting the eligibility criteria; should the Bidding Company be in operation for a period of less than 3 years. For this purpose, the decision of IFTAS will be treated as final and no further correspondence will be entertained on this.

## 26 Integrity Pact

- i. As a part of the implementation of the Integrity Pact program in IFTAS, all bids will be covered under the Integrity Pact and the vendors are required to sign the Integrity Pact document and submit the same to IFTAS along with the bids.
  - a. Bids without the signed Integrity Pact are liable to be rejected.
  - b. Only those vendors who have signed the Integrity Pact and submitted the bid can send their queries, if any, to [rfp@iftas.in](mailto:rfp@iftas.in).
  - c. Bidders are required to sign the Integrity Pact as per Annexure IX.
- ii. The Integrity Pact envisages, if required, the appointment of an Independent External Monitor (IEM) at the discretion of IFTAS, who would independently review the extent to which the two parties to the contract (the Bidder and IFTAS) have complied with their obligations under the Integrity Pact.

## 27 Source Code Review Certificate-Free of malicious codes/malwares

The Bidder unconditionally undertakes that it shall carry out source code review of the software solution/application under implementation by IFTAS, at least annually once a year by engaging qualified, experienced and reputed third party, and shall submit a certified copy of the source code review certificate, which states that the source code concerned is free of malicious codes, malwares etc., to IFTAS for information, record & use, as required.

Further, the Bidder also unconditionally undertakes that, subject to regulatory/legal requirements or as the case may be and if requested by IFTAS at any point of time during the year, it shall also carry out the related audit/examination/review of the source code concerned, by engaging qualified, experienced and reputed third party and submit a certified copy of the relevant certificate to IFTAS, which states that the source code concerned is free of malicious codes, malwares etc. The Bidder shall comply with this requirement at least once a year and also as requested by IFTAS during the year within a reasonable period of time.

## **28 Cyber Security Compliance Certificate**

The Bidder unconditionally certifies that it has created a robust cyber security posture for its office/work environment, complying with various cyber security guidelines/instructions, issued by the Banking and other Regulators and relevant Government Authorities from time to time, detecting, preventing and remedying cyber security threats and ensuring authorized physical and logical access to its systems, applications, data bases and networks, irrespective of whether installed and operational on-premise, co-location data centers or on the cloud. Further, it also unconditionally certifies that its cyber security posture for its office/work environment is continuously monitored, reviewed, and strengthened, both manually and through use of digital cyber security tools and measures, continually ensuring confidentiality, integrity and availability of its information/data. The Bidder certifies that the IFTAS work environment shall not be adversely affected on account of interactions with its own work environment.

## **29 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.

## **30 Indemnification**

The Bidder shall, at its own cost and expenses, defend and indemnify IFTAS against all third-party claims including infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from the use of the solutions/products under the contract or any part thereof in India.

The Bidder shall expeditiously meet any such claims and shall have full rights to defend itself thereagainst. If IFTAS is required to pay compensation to a third party resulting from such infringement, if any, the Bidder shall be solely and fully responsible therefor, including providing for all expenses, and court and legal fees.

IFTAS will give notice to the Bidder on any such claim and shall provide reasonable assistance to the Bidder in disposing of the claim. However, the Bidder shall be solely and fully responsible for meeting all such claims.

The Bidder shall also be liable to indemnify IFTAS, at its own cost and expenses, against all losses/damages, which IFTAS may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures, etc.

## **31 POSH**

In accordance with the requirements of the Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013 (“POSH Act”) along with the Rules made thereunder, IFTAS has in place a policy which mandates no tolerance against any conduct amounting to sexual harassment of women at workplace. The Company has constituted Internal Committee(s) (“ICs”) to redress and resolve any complaints arising under the POSH Act. POSH policy is available on the website of the Company.

The Bidder shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against the Bidder’s employee/staff within the premises/workplace of IFTAS, the complaint will be filed before Internal Complaints Committee constituted by the IFTAS, which shall ensure appropriate action under the said Act in respect to the complaint.

Any complaint of sexual harassment from any aggrieved employee of the Bidder against any employee of the IFTAS shall be taken cognizance of by the Complaints Committee constituted by the Bidder under the said Act. The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the IFTAS. The Vendor shall be responsible for educating its employees/staff about prevention of sexual harassment policy of IFTAS.

## **32 Governing Laws and Disputes**

The bid and the contract signed by both the parties (IFTAS and Bidder) will be governed by and construed and interpreted in accordance with applicable laws of India in the courts of Mumbai.

All disputes or differences whatsoever arising between the parties (i.e., IFTAS and the Bidder) 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 to work under the Contract during the arbitration proceedings unless otherwise directed in writing by IFTAS or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or arbitrators is obtained. The place and seat of arbitration shall be Mumbai, India.

### 33 Procurement from a Bidder from a Country Sharing Land Border with India

1. Department of Expenditure (Ministry of Finance) of Government of India through OM no. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 (Public procurement no. 1, 2 & 3) has issued the guidelines regarding procurement from bidders from a country or countries sharing Border with India. These guidelines are available on the website of DoE (<https://doe.gov.in/>).

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority specified in Annexure-I of the DoE OM dated 23.07.2020 (Public procurement no. 1).

However, above shall not be applicable to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

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

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

- i) An entity incorporated, established or registered in such a country; or
- ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv) An entity whose beneficial owner is situated in such a country; or
- v) An Indian (or other) agent of such an entity; or
- vi) A natural person who is a citizen of such a country; or
- vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **The beneficial owner** for the purpose of (4) above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.**

### **34 Disqualification Parameters in Bid Evaluation**

- a) IFTAS at its discretion may reject the bid of any Bidder without giving any reason whatsoever, if in IFTAS's opinion, the bid was not made appropriately to meet the performance criteria or technical requirements, as stipulated by IFTAS.
- b) IFTAS at its discretion may reject the bid for any Bidder, in case the responses received from the relevant reference sites are negative.
- c) The Bidders who do not qualify in the Eligibility criteria.
- d) 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, as mentioned in this RFP.
- e) IFTAS may call for clarifications/ additional information required, if any, on the technical bid submitted. The Bidder must submit the clarifications/ additional information in writing within the specified date and time. The Bidder offer may be disqualified, if the clarifications/ additional information sought are not submitted within the specified date and time.
- f) The Technical Bid shall NOT contain any pricing or commercial information at all. If any Technical Bid contains any price-related information, the Bidder concerned will be disqualified.
- g) If any document, certificate by bidder whose bid is accepted and found to be fake/fraud/forged/false, this would be ground for immediate termination and further legal action in accordance with law/ provision of bidding document including suspension/ banning and encashment of PBG.
- h) The commercial bid shall be submitted strictly as per the commercial bid format specified in the RFP. It shall be submitted in a separate password protected file. It shall be submitted in clear printed form. Handwritten bids, modification of the commercial bid format, if any, will lead to disqualification of the bid / Bidder.

## 35 Confidentiality of Information

- a) Bidder acknowledges that during the performance of this contract, IFTAS may disclose certain confidential information to the Bidder to further the performance of the contract. For the purpose of the contract, the term “Confidential Information” means all oral or written information that is not generally known (non-public information) and which the receiving Party has obtained pursuant to the contract. The term “Confidential Information” shall include, but not be limited to, papers, documents, writings, emails, classified information, inventions, discoveries, knowhow, 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 of intellectual property nature or otherwise and any other information that IFTAS may disclose to the Bidder, or the Bidder may come to know by virtue of the contract.
- b) The successful Bidder shall not, without IFTAS’s prior written consent, 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 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 contractual performance.
- c) Any document, other than the Contract itself, shall remain the property of IFTAS and all copies thereof shall be returned to IFTAS on termination / expiry of the Contract.
- d) The successful Bidder shall not, without IFTAS’s prior written consent, make use of any document or information as above except for the purpose of performing the Contract.

## 36 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 strict 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 / expiry of the contract.

The Bidder shall not, without IFTAS’s prior written consent, make use of any document or information except for the purpose of performing the contract.

The provisions of Section 13.6 shall survive termination / expiry of the contract for a period of one year thereafter, and shall not apply to information which:

- 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.

### **37 Full Insurance Cover for all Bidder's Personnel and Components of the Solution**

The bidder shall provide full insurance cover of all types to all its personnel working in IFTAS. Such personnel or their legal heirs shall not claim any insurance benefit and compensation from IFTAS in case such personnel of the bidder suffer any loss or damage to their life or person or property while working in IFTAS.

The bidder also unconditionally undertakes to provide for comprehensive Insurance cover for all the components of the solution (hardware, software, etc.) under procurement. This insurance cover will be from the point of transportation (i.e., beginning of transportation) till delivery at specified location/s of IFTAS and thereafter, till all such components become a part of the inventory list of IFTAS (i.e., after completion of acceptance testing).

## Annexure- I: Technical Bid Format

### Technical Bid 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 RFP requirement, with address and contact details.
  - Self-certified letter to be submitted for meeting the delivery schedule and accepting the penalty clause to adhere to 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		
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 representative		
Contact's position with Bidder		
	Location	

Contact person's addresses if different from above	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 registered address		
Address of Product Service Centre / Centre of Excellence / Research & Development Centre (as applicable)		

Details of company registration		
Names of Directors	Chairman	
	President/Managing Director	
	Directors	
	Directors	
	CEO	
Include a structure chart reflecting the organization		
Chart		
Financial standing of the Bidder	<ol style="list-style-type: none"> <li>1. Turnover for the past 3 financial years</li> <li>2. Net profit for the past 3 financial years</li> <li>3. Net Worth for the past 3 financial years</li> </ol>	

(Information is designed to 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			
(For Example, Only)	FY 20-21	FY 21-22	FY 22-23
Sales Turnover			
Net profit before tax			
Net Worth			
Company Profile(s)			
Reference Sites (Use separate schedule formats for this response)		[Details of at least three similar implementations in the recent past (including contact details) which will demonstrate the Bidder's ability to perform and complete all the activities under this project.]	
Designated Staff	Name	Position	Project Designation
(Detailed profiles of key staff shall be included in appendix)			

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 3 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		

### Annexure- II: Technical Specifications for File Integrity Monitoring (FIM)

S.No	Features	Compliance (Yes/No)	Remarks
1	The solution should offer integrated file integrity monitoring and Change Control in a single agent functionality to ensure optimal security and compliance for critical servers, desktops both on premise and virtual based deployments.		
2	The proposed solution should provide continuous visibility and real-time management of changes to critical system, configuration, or content files		
3	The proposed solution should provide centralised management with key capabilities to manage physical, virtual, and cloud deployments for better security control, including policy management, deployment, visibility, and security management.		
4	The file integrity monitoring and change control must support all mentioned platform Windows server (2012, 2012R2, 2016, 2019,2022), RHEL (6.x,7.x, 8.x ), Oracle Linux (7.x,8.x) CentOS (6.x,7.x,8.x) ,SUSE (11.x,12.x,15.x) Ubuntu (16.x,18.x,20.x) with support of hypervisor platform like (Hyper V, Vmware)		
5	In future the proposed solution should have provision/capability to configure other security features like (Host Intrusion and Exploit prevention, Antimalware & Application control) using the same management console with buying additional licenses from the OEM.		
6	The solution should have a small overhead footprint such that it minimizes impact on system resource		
7	The proposed solution shall support the following Server and endpoint platforms		
8	The proposed solution should enable fulfilment of the PCI DSS regulation requirement for file integrity monitoring system		
9	☑The proposed solution should provide mechanism to easy and get started with out-of the box FIM rules for server platform. It should provide in-built FIM policies for server OS platforms.		
10	The proposed solution should provide exclusion feature to avoid tracking irrelevant information.		
11	The proposed solution should have feature where it can track content changes and allows you to track file content and attribute, File content changes can be viewed and compared side by side to see what was added, deleted, or modified. This is handy while troubleshooting configuration-related outages.		
12	In future the proposed solution should have provision/capability to configure other security features like (Host Intrusion and Exploit prevention, Antimalware & Application control) using the same management console.		
13	Solution should provide a complete view into virtual data centres and populates key properties such as servers, hypervisors, and VMs through the same management console.		
14	The Solution should provide administrators gain visibility into the security status of all VMs and can monitor hypervisor-to-VM relationships in near real time.		

15	Solution should support extend visibility and control across Amazon Web Services (AWS) and Microsoft Azure public clouds, virtual and physical servers from single management console.		
16	The solution should be able to manage FIM & Change control solution from a single centralized management console.		
17	The management console should be web-based		
18	It should be able to deploy, manage, and update agents and policies from one management platform.		
19	The management console should support hierarchical grouping of machines and policy deployment.		
20	The management console should support use of Active Directory accounts and groups to manage roles		
21	The management console should support granular role-based access control		
22	The management console should be able to automatically report about the new system connecting on the network		
23	The management console should provide automatic generation and delivery of reports for the respective administrators		
24	The management console should provide actionable reports		
25	Solution should provide the functionality of events being viewed, filtered, and sorted in the Management console, allowing security officers or administrators to view events and respond quickly. If applicable, suspicious content is attached as evidence to the event.		
26	Solution should provide the capability to log administrative activities in the Management console. Administrative activities that are logged in the Management console include, changes to policies, deployment of policies, agent override activities, agent termination, and agent uninstall key generation.		
27	Solutions should provide near real-time event monitor allowing you to see events as they happen, view details (user, machine, rules triggered, etc), and even access evidence files as the events happen in your environment.		
28	The management console should provide Reports in CSV, HTML, PDF and Excel Format		
29	The solution should be proposed with Premium Support i.e. One Level higher than the base level support directly from the OEM and tech support should be available and based out in India		
30	The support provided should provide a single point of contact for account management and escalation		
31	The support should provide direct access to product specialist from authorized contacts provided by the customer.		
32	The OEM should provide a utility to collect product and system information to assist Support in diagnosing issues		
33	Product upgrades should be easily be downloadable from the OEM Official Website		
34	The OEM should provide a service which delivers the latest OEM product information by email — patch and upgrade notification; and critical alerts that require immediate attention.		

35	FIM Solution should be able to generate a baseline of a server(s) so that integrity is based on a known good state		
36	FIM Solution should be able to create a single baseline that can be distributed to a group of servers to verify differences from baseline (i.e. configuration verification).		
37	Should support a "baseline" were identifying characteristics of a known-good state of configuration files for the operating system and support application.		
38	FIM Solution should be capable to distribute Policy files remotely via a console to one or more machines.		
39	Standard Policy templates should be available in the tool.		
40	FIM Solution should have facility to group Files and directories together in policy template (rule blocks).		
41	FIM Solution should be able to Specify severity level to individual files and/or directories.		
42	FIM Solution should support file directory recursion.		
43	FIM Console can view status of machines.		
44	FIM Console should be able to group agents on various parameters.		
45	Ability to have monitoring (view-only) only consoles available for defined users.		
46	FIM Templates can utilize wildcards or variables (to encompass minor differences in file system contents between systems).		
47	FIM solution should be able to operate through firewall (ports opened).		
48	FIM solution should work well in low bandwidth connections.		
49	FIM should have ability to automatically promote baseline.		
50	FIM should be able to auto-promote changes when real-time analysis of change indicates they are inconsequential or beneficial.		
51	Solution must be able to configure scheduling or real-time file integrity monitoring of File Systems, Databases, Directory Services, IIS Services for the purpose of detection for authorized or unauthorized changes.		
52	FIM Management console should be cross platform (i.e. Windows and Linux etc.).		
53	FIM Management console should detect status of agents.		
54	FIM should allow users to quickly compare two versions and quickly isolate changes or differences between versions.		
55	FIM agents should operate on different flavours of Windows, different flavours of Linux and different flavours of Unix (such as HP-UX, AIX, Solaris, etc.).		



56	FIM should be able to Transfer only delta change information for each scan (after the first), not all configuration data each time		
57	FIM should be scalable to address requirements of both individual departments and entire enterprise worldwide.		
58	FIM should be able to provide users access from anywhere to a single location which allows them to view, search, and compare configurations.		
59	FIM should be able to provide immediate access to detailed change information.		
60	FIM should be able to arrange and manage monitored components in a number of ways including by location, device type, etc.		
61	FIM should enable explanations, descriptions, or labels to be annotated by users.		
62	FIM should provide standard sets of defaults and templates for each operating environment.		
63	Should be able to monitor any selected file or group of folders or files and specific registry key based on the requirements.		
64	Solution should provide hypervisor integrity monitoring, extend security and compliance of virtualized systems to hypervisor.		
65	Solution must be able to perform remote upgrades for the agents without physically accessing individual devices.		
66	FIM should provide very robust Role Based Access Control (RBAC) feature set.		
67	FIM should provide Role based access control to establish levels of access and control for specific groups of users.		
68	FIM should Inform authorized persons of when, how and who made changes.		
69	FIM should provide summary and detailed reports to management that various departments are in compliance with set security policies.		
70	FIM should analyze changes in real time to determine if they introduce risk based on conditions under which change was made, type of change made and user-specified severity of a change.		
71	FIM Console should have auditing facilities for any changes in FIM.		
72	Should have audit logging that provides a change control record for all change activity by recording detected changes, added and deleted devices, modified user accounts, etc.		
73	Should be able to provide required event/incident related information to support audit and forensic requirements.		

74	FIM Communication link between agent and console must be encrypted over SSL.		
75	FIM should be able to verify agent security and pass phrases		
76	The proposed solution should forward events to 3rd party syslog/SIEM solutions. Integrates with security information and event management (SIEM) solutions to provide log management capabilities and correlate change and compliance status information with security event information from a single point of control.		
77	FIM should have ability to create tickets and/or incidents in Ticketing system based upon integrity violations.		
78	Files and directories can be monitored for changes to: contents, attributes—such as owners, permissions, and size—and time-and-date stamp using out-of-the-box integrity rules.		
79	Solution must have REST API to integrate with third-party software.		
80	Solution should have built in Active Directory Authentication integration.		
81	FIM should have multiple levels of reporting.		
82	FIM should provide executive level summary reports/dashboards.		
83	FIM should be able to send Reports via email.		
84	FIM should provide options to print Reports.		
85	FIM Reports should be archived locally.		
86	Reports clearly denote severity levels of integrity violations.		
87	Reports can be filtered and searchable.		
88	Reports can be exported to other applications (CSV,xml or html format).		
89	FIM should provide capabilities to create on demand Reports.		
90	FIM reports should be easily customizable.		
91	FIM should send alerts to email whenever a high-priority file, content or configuration change is detected.		
92	FIM should alert users when configurations change and introduce risk or non-compliance, and provides details on what change was made and who made the change.		
93	FIM should provide a single source of change information.		
94	FIM should specify the relative significance of a change according to the monitoring rules for a system component.		
95	FIM should enables searches of configuration histories and audit logs for specified content using a variety of search criteria and filters.		
96	FIM should allow searching to be predefined or saved for future use by all users.		

97	FIM should identify all devices whose configurations differ from their designated baselines, or either contain or are missing specified configuration settings.		
98	FIM should provide Audit logging that provides a change control record for all change activity by recording detected changes, added and deleted devices, modified user accounts, etc.		
99	FIM should differentiate authorized vs. Unauthorized changes based on change window, who made the change, what the change was, etc.		
100	FIM should have role-based and customizable user interface.		
101	Reports and dashboards need to be scheduled to run periodically or triggered by actions and then be emailed to specified recipients in XML, HTML, or PDF format.		
102	FIM should be able to compare an asset's Configuration state against a pre-defined policy /baseline to determine whether or not the configuration is compliant and suggest remedial action.		
103	FIM should support Predefined policy templates.		
104	FIM should support, Centre for Internet Security (CIS) benchmarks out-of-the-box.		
105	FIM should support, security standards (NIST, DISA, VMware, ISO 27001) out-of-the-box.		
106	FIM should support regulatory requirements (PCI, SOX, CPE, NIST) out-of-the-box.		
107	FIM should support operational/ performance policies Out-of-the-box for business-critical applications.		
108	FIM should have ability to easily modify standard policies to conform to unique organizational needs.		
109	FIM should capture and all own organizational (internal) policies.		
110	FIM should provide out-of-the-box remediation guidance to help fix non-compliant configurations.		
111	Ability to systematically waive policy tests to seamlessly integrate into compliance processes and requirements.		
112	Provides proof to management that various departments are in compliance with set security policies.		
113	Ability to report "policy scorecards" to summarize the compliance status of a device.		
114	Ability to ignore certain tests for certain periods of time (i.e. support for policy waivers).		
115	FIM should have ability to run, assess configurations against multiple policies without requiring a re-scan.		

S No	Good to have features	Compliance (Yes/No)	Remarks
1	The solution should be able to block unauthorized changes to critical system files, directories, and configurations		
2	The proposed solution should prevent tampering with critical files and registry keys by unauthorized parties		
3	The proposed solution should have provision/capability to configure other security features like (Host Intrusion and Exploit prevention, Antimalware & Application control) using the same management console		
4	The solution should support Change Prevention as part of the core solution		
5	FIM should be able to seamlessly integrate file integrity monitoring data to immediately reassess upon detected changes (continuous monitoring).		
6	Ability to assign different weights to different tests that comprise a policy scorecard.		
7	Ability to report on current policy waivers in effect and their expiration dates.		
8	For Security, the system must require service password capability for the application to initiate communication with the monitoring devices.		
9	Integration or links to change ticketing systems to correlate and match requested change tickets to actual changes.		

**Annexure - III: Commercial Bid Format** (On letterhead of the Bidder)

Sr No.	Part No.	Description	Quantity		Price Per Unit	TOTAL	GST Tax %	Unit Price with Tax	TOTAL price with taxes	Remarks
			Hyderabad	Mumbai						
<b>Hardware Cost - One Time (With 3 Year Warranty)</b>										
1		Storage Hardware								CPU, RAM, Storage, NIC detail must be added in "Description"
2		Network Hardware								
3		Appliance / Server Hardware								
4		<i>Any Other (Please add rows and specify, bidder must provide the cost for each component used for the Solution)</i>								
<b>Sub-Total (A)</b>						<b>0</b>			<b>0</b>	
<b>Software Licenses cost - One Time (With 3 Year Warranty)</b>										
1		Software component for 100 Devices/users								Bidder to separately quote for each part number. Any restriction in software license usage count must be highlighted
2		Software 2								
3		Software 3								
4		Software 4								
5		<i>Any Other (Please add rows and specify, bidder must provide the cost for each component used for the Solution)</i>								
<b>Sub-Total (B)</b>										
<b>Implementation &amp; Training - One Time</b>										

Sr No.	Part No.	Description	Quantity		Price Per Unit	TOTAL	GST Tax %	Unit Price with Tax	TOTAL price with taxes	Remarks
			Hyderabad	Mumbai						
1		The Proposed Solution Installation & Integration								
2		OEM Training								For 10 IFTAS officials
3		<i>Onsite L2 support at Hyderabad/Mumbai for one year</i>		1						
<b>Sub-Total (C)</b>										
<b>Comprehensive Hardware AMC cost per year from Year 4 to Year 5</b>										
1		Storage Hardware								Year 4 & Year5
2		Network Hardware								Year 4 & Year5
3		Appliance / Server Hardware								Year 4 & Year5
4		<i>Any Other (Please add rows and specify, bidder must provide the cost for each component used for the Solution)</i>								Year 4 & Year5
<b>Sub-Total (D)</b>										
<b>Software AMC/Support cost per year from Year 4 to Year 5</b>										
1		Software								For Years 4 & 5  Bidder to separately quote for each part number
2		Software 2								
3		Software 3								
4		Software 4								
5		<i>Any Other (Please add rows and specify, bidder must provide the cost for each component used for the Solution)</i>								

Sr No.	Part No.	Description	Quantity		Price Per Unit	TOTAL	GST Tax %	Unit Price with Tax	TOTAL price with taxes	Remarks
			Hyderabad	Mumbai						
<b>Sub-Total (E)</b>										
<b>Scalability during Tenure of Contract</b>										
1		Software component for 100 -500 devices/users								
2		Software component for 500 -1000 devices/users								
3		<i>Any Other (Please add rows and specify)</i>								
<b>Sub-Total (F)</b>										
<b>Grand Total (A+B+C+D+E+F) = TCO</b>										

[Name of Authorized Signatory]

[Name of Organization]

[Designation] [Place]

[Date and Time] [Seal & Sign]

[Business Address]

**Note:**

- “One Time Cost” means cost incurred in the first year which includes the cost of Supply, Delivery, Configuration, Installation, Customization, Integration, Training, Testing, and Implementation of Hardware, software and any other component/s required for the proposed solution.
- The Bidder shall include details of all the components product-wise and unit-wise.
- The commercial bid shall not be altered, modified, changed, or any additional conditions applied therein. Any changes to this format will lead to disqualification. Decision of IFTAS shall be final.
- In case of any shortfall with respect to the solution capabilities found during the implementation phase, the successful bidder shall ensure timely delivery of all such required components and extend all necessary support timely to meet IFTAS requirements at no additional cost.
- IFTAS reserves the rights to procure or not to procure any or all the components and payment shall be made at actuals only.

- 
- f) IFTAS reserves right to engage onsite L2 resource for Year-2 onwards. Any increase in the commercial will be as per RBI indexation formula.
  - g) Bidder shall be responsible for all the relevant software and licensing thereof including the deployed OS, DB or applications (if any).
  - h) Bidder shall provide comprehensive solution as required by IFTAS at both Data centres (DCs).
  - i) If the product specifications do not meet the solution requirements or discrepancies are found therein, it shall attract applicable penalties and the Bidder shall be liable to fulfil the requirements expeditiously / timely at no extra cost to IFTAS. The penalty will be deducted from the payables to the Bidder.
  - j) Proposed Solution shall be scalable meeting future requirements. Bidder shall provide details on scalability, product wise / component wise.
  - k) Bidders to compulsorily give the following details like:
    - Model / Make / Version of the Hardware and Software (as applicable).
    - Processor quantity, frequency, Cache memory (as applicable).
    - Memory quantity, total memory (as applicable).
    - Hard Disk quantity, total Hard Disk Capacity (as applicable).
    - NIC / Interface quantity, make (as applicable).
    - Controller and other critical components (as applicable) EOL and EOS (as applicable).



**Annexure - IV: Unpriced Bill of Material (To be submitted with Technical Bid)**

Sr No.	Part No.	Description	Quantity		Part Code	Model	Product Description and Config	Remarks
			Hyderabad	Mumbai				
<b>Hardware</b>								
1		Storage Hardware						CPU, RAM, Storage, NIC detail must be added in "Description"
2		Network Hardware						
3		Appliance / Server Hardware						
4		<i>Any Other (Please add rows and specify, bidder must provide the cost for each component used for the Solution)</i>						
<b>Software Licenses</b>								
1		Software for 100 devices/ users						Bidder to separately quote for each part number. Any restriction in software license usage count must be highlighted
2		Software 2						
3		Software 3						
4		Software 4						
5		<i>Any Other (Please add rows and specify, bidder must provide the cost for each</i>						

Sr No.	Part No.	Description	Quantity		Part Code	Model	Product Description and Config	Remarks
			Hyderabad	Mumbai				
		<i>component used for the Solution)</i>						
<b>Implementation &amp; Training</b>								
1		The Proposed Solution Installation & Integration						
2		OEM Training						For 10 IFTAS officials
3		<i>Onsite L2 support at Hyderabad/Mumbai for one year</i>						
<b>Comprehensive Hardware AMC</b>								
1		Storage Hardware						Year 4 & Year5
2		Network Hardware						Year 4 & Year5
3		Appliance / Server Hardware						Year 4 & Year5
4		<i>Any Other (Please add rows and specify, bidder must provide the cost for each component used for the Solution)</i>						Year 4 & Year5
<b>Software AMC/Support</b>								
1		Software 1						For Years 4 & 5  Bidder to separately quote
2		Software 2						
3		Software 3						
4		Software 4						

Sr No.	Part No.	Description	Quantity		Part Code	Model	Product Description and Config	Remarks
			Hyderabad	Mumbai				
5		<i>Any Other (Please add rows and specify, bidder must provide the cost for each component used for the Solution)</i>						for each part number
<b>Scalability During Tenure of Contract</b>								
1		Software component for 100 -500 devices/ users						
2		Software component for 500 -1000 devices/ users						
3		<i>Any Other (Please add rows and specify)</i>						

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

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

Place: Date:

Signature of Authorized signatory with seal

**Note:**

- i. Above information in detail to be furnished in case of each component offered separately.
- ii. Deviations from any of the terms and conditions of the tender documents/ RFP to be specified.
- iii. If deviations from the technical specifications are warranted, reasons for such deviations to be specified.
- iv. Whether such deviations add to improvement of the overall performance of the systems/ solutions, if any, to be specifically mentioned and supported by relevant technical documentation as required above.

**Annexure - VI: Bidder's Guarantee Certificate**  
(On the letterhead of Bidder)

Place:

Date:

To

Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

Dear Sir,

Sub: Request for Proposal (RFP) for File Integrity Monitoring.

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 for a copy of the Request for Proposal (RFP) for **File Integrity Monitoring**. The details, as per the requirements of the RFP 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>

**Annexure - VII: Conformation to Terms and Conditions**

(On letterhead of the Bidder)

To  
Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

Dear Sir,

Sub: Request for Proposal (RFP) for File Integrity Monitoring.

Further to our quotation dated \_\_\_\_\_, in response to the Request for Proposal (RFP) for "**File Integrity Monitoring**" 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 RFP 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 RFP 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 / clarifications 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 Authorized Signatory) <NAME, TITLE AND ADDRESS>

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

**Annexure - VIII Procurement from a Bidder from a Country Sharing Land Border with India**  
(On letterhead of the Bidder)

To  
Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

Dear Sir,

Sub: Request for Proposal (RFP) for FILE Integrity Monitoring.

We, are a private/public limited company incorporated under the provisions of the Companies Act, 1956/ 2013, having its registered office at hereinafter referred to as "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries.

We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with law/provision of bidding document including suspension/ banning and encashment of PBG.

Yours faithfully,

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

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

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

**Annexure - IX: Non-Disclosure Agreement**  
(On letterhead of the Bidder)

To  
Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

[Date]

[Salutation]

Confidentiality Undertaking

We acknowledge that during the course of the contract period of **File Integrity Monitoring**, 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 to 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 for the preparation of our response to the RFP and also performance and completion of all the contractual obligations arising out of the contract.
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 RFP floated for **File Integrity Monitoring** 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 advisers 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, other than as a result of unauthorized disclosure by us.
    - 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 as any single or partial exercise thereof or as 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

**Annexure - X: Integrity Pact  
(On INR 100 stamp paper)**

**1. General**

This Agreement (hereinafter called the Integrity Pact) is made on this ..... Day of ..... Month, 20...., between, Indian Financial Technology and Allied Services, (IFTAS), a company incorporated under section 8 of the Companies Act, 2013, with Corporate Identity Number CIN: U74900TG2015NPL097485 and having its registered office at, NCC House, 4th Floor, Western Wing, Sy. No 64, Madhapur, Hyderabad- 500 081, and having its Corporate office at Unit No. 4, 3rd floor, D Wing, 'Times Square'- Tower D, Andheri - Kurla Road, Marol, Andheri (East), Mumbai - 400 059 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Mr. / Mrs. ...., Chief Executive Officer / Authorized Representative (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to purchase goods and services (**File Integrity Monitoring**, as specified in this RFP) and the BIDDER is willing to offer / has offered the said goods and services. The BUYER needs to adhere to all the relevant laws of land, rules, regulations, economic use of resources and of fairness in its relations with the Bidder. In order to achieve these goals, the Buyer may appoint an Independent External Monitor (IEM), who will monitor the bidding process and the execution of the contract for compliance with the principles mentioned above.

WHEREAS the BIDDER is a Private Company / Partnership / LLP / LLC, constituted in accordance with the relevant laws in the matter and the BUYER is IFTAS.

NOW,  
THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and after the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows:

## **2. Commitments of the BUYER**

- a. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- b. The BUYER will treat all BIDDERS alike and will provide all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- c. All the officials of the BUYER will report to the office of Competent Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- d. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract will not be stalled.

## **3. Commitments of the Independent External Monitor (IEM)**

- a. The Buyer may appoint a competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- b. The Bidder's accept that the Monitor has the right to access without restriction all project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidder's (if any). The Monitor is under contractual obligation to treat the information and documents of the Bidder's / Sub-bidders with confidentiality.
- c. The Buyer will provide the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have impact on the contractual relations between the Buyer and the Bidder. The parties offer the Monitor the option to participate in such meetings.
- d. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will inform the Management of the Buyer and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- e. The Monitor will submit a written report to the CEO or COO of IFTAS within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

- f. If the Monitor has reported to the CEO or COO of IFTAS, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CEO or COO of IFTAS has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- g. The word 'Monitor' would include both singular and plural.

#### 4. Commitments of BIDDER

- a. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any stage in order to secure the contract or in furtherance to secure it and commit itself to the following: -
- b. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- c. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- d. BIDDER shall disclose the name and address of Agents and Representatives and Indian BIDDER shall disclose their foreign Principals or Associates.
- e. BIDDER shall disclose the payments to be made by them to Agents / Brokers or any other intermediary, in connection with this bid / contract.
- f. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / service provider / system integrator and has not engaged any individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- g. The BIDDER, either while presenting the bid or during negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, Agents, Brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- h. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- i. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- j. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- k. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- l. The BIDDER shall not instigate or cause any third person to commit any of the actions mentioned above.
- m. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- n. The BIDDER shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **5. Previous Transgression**

- a. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- b. The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

#### **6. Sanctions for Violations**

- a. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
  - To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - The Security Deposit / Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
  - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - To recover all sums already paid by the BUYER with interest thereon at 1% higher than the prevailing Base Rate of a Scheduled Commercial Bank, while in case of a BIDDER from a country other than India with interest thereon at 1% higher than the most relevant rate in this regard. If any outstanding payment is due to the BIDDER from the BUYER in

connection with any other contract for any other services, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- To encase the Performance Bank Guarantee / Warranty Bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
  - To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - To debar the BIDDER from participating in future bidding processes of IFTAS for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or Agent or Broker with a view to securing the contract.
  - In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- b. The BUYER will be entitled to take all or any of the actions mentioned above also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- c. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. Fall Clause

- a. The Bidder certifies that they had not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU / or third party and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU /or any third party at a lower price, that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to IFTAS, if the contract has already been concluded.

Bidder must submit PO released with the same solution/ device to any PSU/ Govt. Authority / or third party without names to substantiate the Fall Clause. (The solution if any other entity, if found the benefits should be passed on to IFTAS-/similar rates of period of 6 months)

## 8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of

Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**9. Law and Place of Jurisdiction**

This Pact is subject to Indian Laws. The place of performance and jurisdiction is the seat of the BUYER, either Mumbai or Hyderabad.

**10. Other Legal Actions**

The actions stipulated in this INTEGRITY PACT are without prejudice to any other legal actions that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

**11. Validity**

- a. The validity of this INTEGRITY PACT shall be from the date of its signing and shall extend up to 7 years or 10 calendar months post last payment to the successful bidder as part of the overall contract whichever is later. In case BIDDER is unsuccessful, this INTEGRITY PACT shall expire after the appointment of the successful bidder.
  
- b. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

IFTAS

BIDDER (legal entity)

Name of the Officer:

Authorized Representative Designation:

Department:

Witness:

Witness:

## Annexure - XI: Performance Bank Guarantee

To CEO,  
Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

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 FIM 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.

- c) This Performance Bank Guarantee shall continue and hold good till the completion of the contracted period for the 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 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 honor 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 delivered 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 favor 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 favor.

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:

- 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 ..... 20....

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

- b) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
- c) 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.

### Annexure- XII: Response from OEM through Bidder

[On the Letter head of the OEM]

All eligibility criteria as described in the respective Annex are satisfied by the OEM M/s .....  
 of the product ..... The details provided in this document are correct and submitted in the below  
 format:

Discloser and declaration

S.no	Description	Response from OEM
1	Name of the OEM	
2	Name of the product	
3	Product Category	
4	Product Name	
5	Product Version	
6	Date of the release version	
7	Appliance-Based/Software-Based solution	
8	Road Map of product including EOS and EOL	
9	Number of certified engineers giving technical support for the product in India	
10	Architectural diagram of the product	
11	Head Quarters address	
12	Address in India & Date of Incorporation in India	
13	Address of Product Development Centre	
14	Address of Product Service Centre / Centre of Excellence / Research & Development Centre	
15	Communication Details of Contact Official(s) – Name, Designation, Phone & Fax Number (with STD/ISD code), Mobile No. & E-mail Address	

**Annexure- XIII: : Letter of Authority**

(This 'Letter of Authority' should be issued on the letterhead of the OEM)

Place:

Date:

To,  
Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

Dear Sir,

Sub: Request for Proposal (RFP) for File Integrity Monitoring.

Dear Sir,

Subject: Letter of Authority

We have been approached by M/s \_\_\_\_\_ in connection with your RFP name \_\_\_\_\_ with No. \_\_\_\_\_ dated \_\_\_\_\_.

We confirm having offered to them the required software in line with your requirement. Our offer to them is for the following software/hardware for which we are the OEM and have back-to-back support agreement with the Bidder. We confirm that we will make available all necessary components/sub-components required for providing seamless service during the tenure of the service as required in the RFP. In case if the required components/sub-components are not available, alternate and compatible components will be made available for smooth functioning of the equipment's, as required by IFTAS.

- |              |          |
|--------------|----------|
| 1. _____     | 2. _____ |
| 3. _____     | 4. _____ |
| 5. _____ ... |          |

The authorized agency would independently support and service the above-mentioned software / hardware during the contract period.

(Authorized Signatory) For \_\_\_\_\_

**Annexure- XIV: Self Declaration for PCI DSS V4.0 certification requirement**  
(This 'Self Declaration' should be issued on the letterhead of the Bidder)

Place:

Date:

To,  
Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

Dear Sir,

Sub: Self declaration for PCI DSS V4.0 certification related compliance.

Dear Sir,

We have been approached by M/s \_\_\_\_\_ in connection with your RFP name \_\_\_\_\_ with No. \_\_\_\_\_ dated \_\_\_\_\_.

We confirm having offered them the required software in line with your requirement. Our offering are in full compliance with PCI DSS V4.0 related certification.

We confirm that we will make available all necessary components/sub-components required for PCI DSS V4.0 related certification during the tenure of the service as required in the RFP. In case if the required components/sub-components are not available, alternate and compatible components will be made available for PCI DSS V4.0 related certification requirement of IFTAS.

The authorized agency would independently support and service the above-mentioned software / hardware during the contract period.

(Authorized Signatory) For \_\_\_\_\_

**Annexure- XV: OEM Undertaking**

(This 'Letter of Authority' should be issued on the letterhead of the OEM)

Place:

Date:

To,  
Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

Dear Sir,

Sub: Request for Proposal (RFP) for File Integrity Monitoring.

Dear Sir,

We \_\_\_\_\_, official manufacturers/OEM vendors of \_\_\_\_\_ hereby declare that in the event the Bidder fails to resolve/handle any issue within stipulated time limits, OEM shall take the responsibility of handling the issue directly.

Further, we undertake that in the event the Bidder fails to supply / install / implement / operate / support in any circumstances, OEM(s) shall take the responsibility of handling the issue directly and OEM(s) shall comply with the all the terms and condition applicable under this RFP.

Signed by the Manufacturer/OEM Vendor:

(Authorized Signatory) For \_\_\_\_\_

## Annexure- XVI: Undertaking for Information Security

Place:

Date:

To

Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

Dear Sir,

Sub: Request for Proposal (RFP) for "File Integrity Monitoring"

We hereby confirm that we shall follow a standard process to ensure that the proposed solution meets functional, security performance and regulatory requirements of the IFTAS.

We also hereby undertake that the developed/customized software will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). Also, the Proposed solution will be free from any kind of vulnerabilities and as and when any vulnerabilities are notified by IFTAS, Regulators, Govt. of India or any other Govt agencies, it shall be remediated within prescribed time.

Yours faithfully,

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

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

**Annexure- XVII: Statement of Absence of Conflict of Interest**

Place:

Date:

To

Indian Financial Technology and Allied Services (IFTAS),  
10<sup>th</sup> Floor, C - Wing, 'Times Square',  
Andheri - Kurla Road,  
Marol, Andheri (East),  
Mumbai - 400 059.

Dear Sir,

Sub: Request for Proposal (RFP) for "File Integrity Monitoring "

Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as "the Applicant"), hereby solemnly declare that we are not and shall not be in any situation which could give rise to a conflict of interest in what concerns the performance and/or implementation of the contract. In the event of the contract being awarded to us, we undertake to act with complete impartiality and in good faith in what concerns its performance and outcome and to immediately declare to IFTAS in writing any situation that might raise concerns with respect to conflict of interest, impartiality or otherwise affect our position/ability to duly and appropriately perform the contract.

Yours faithfully,

\_\_\_\_\_  
(Signature of Authorized Signatory) <NAME, TITLE AND ADDRESS>  
FOR AND ON BEHALF OF  
<NAME OF THE APPLICANT ORGANISATION>



**Annexure- XVIII: Bidders Queries Format**

Contact Details		
<b>Name of Organization submitting request (Enter Full Legal Entity name)</b>	:	
<b>Full formal address of the organization</b>	:	
<b>Tel</b>	:	
<b>Email</b>	:	
<b>Name &amp; position of person submitting request</b>		
<b>Name</b>	:	
<b>Designation</b>	:	

#	Clause No.	Page No.	Clause	Query	IFTAS Response

### Annexure- XIX: Indexation Formula

**RBI Indexation Formula-I** to be used for Payment for hardware, system software and tools maintenance will be as follows:

$A = B \{15 + 45 \times (WPIc / WPIp) + 40 (CPIc / CPIp)\} \times 1/100$  Where,

A = The hardware, system software and tools maintenance amount for the current year,

B = The hardware, system software and tools for the previous year

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

**RBI Indexation Formula-II** to be used for services like Anti-phishing services, PT services, Helpdesk and Operations and any other services using manpower will be as follows:

$A = B \{15 + 85 \times (CPIc/CPIp)\} \times 1/100$  where ,

A = The Man Month rate for services for the current year.

B= The Man Month rate for services for the previous year.

CPIc = Consumer Price Index for urban for all India for the month generally 6 months prior to the commencement date of contract for the current year.

CPIp = Consumer Price Index for urban for all India for the month generally 6 months prior to the commencement date of contract for the previous year