

# **Request for Proposal (RFP)**

## **For**

# **Data Classification and Data Discovery Tool**

RFP Reference No. IFT/DataClassification/210303  
RFP Date: 03-03-2021

Indian Financial Technology and Allied Services (IFTAS),  
Unit No. 4, 3<sup>rd</sup> floor, D Wing, 'Times Square'- Tower D,  
Andheri - Kurla Road, Marol,  
Andheri (East),  
Mumbai - 400 059

Indian Financial Technology & Allied Services

Registered Office: NCC House, 4th Floor, Western Wing, Sy. No 64, Madhapur, Hyderabad-500081, Telangana  
Corporate Office: Unit No.4, 3rd Floor, Times Square-Phase-D, IT Park, Tower D Andheri-Kurla Road, Andheri (East), Mumbai-400 059

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## 1 Introduction

### 1.1 Background

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

### 1.2 Objective

IFTAS intends to configure and implement data classification and data discovery tool that will locate and classify sensitive data, find out how it is being used, and protect it against loss, theft or leakage.

IFTAS invites proposals from competent and authorized Bidders for Supply, Installation, configuration, Commissioning and Maintenance of complete setup of Automated Data Classification and Data Discovery Tool for both structured and unstructured data at IFTAS's Primary Site and Disaster Recovery Site. The contract period is for 5 years.

## 2 RFP Procedure

### 2.1 Errors and Omissions

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

### 2.2 Important Dates

Indicative time frame for the overall process is as shown below:

S. No	Particulars	Description
1	Issuance of RFP document	03-03-2021
2	Last date for submission of queries / clarifications on the RFP	09-03-2021
3	Response to queries / clarifications	12-03-2021
4	Last date for submission of Techno-Commercial (Softcopy)	19-03-2021
5	Opening of Commercial bids	23-03-2021
6	Name and address for Communication	Indian Financial Technology and Allied Services (IFTAS),

		Unit No. 4, 3 <sup>rd</sup> floor, D Wing, 'Times Square' - Tower D, Andheri - Kurla Road, Marol, Andheri (East), Mumbai - 400 059.
7	Bid Related to be mailed to	<a href="mailto:RFP@iftas.in">RFP@iftas.in</a>

### 3 Correction of Errors

Correction of Errors Arithmetic errors in bids will be treated as follows:

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

The amount stated in the bid form, 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.

### 4 General Guidelines

#### 4.1 Instruction to Bidders

Bidders shall send the bid through mail with Subject "Bid for appointment of firm for Internal Auditors - RFP Reference No. IFT/DataClassification/210303.

- Annexure I- Bid order and Format in PDF.
- Annexure II-Commercial Quotation format in PDF (Password protected). **\*\*Bidders should not share the password for bid unless it is requested by [RFP@iftas.in](mailto:RFP@iftas.in).**
- Annexure III- Bidder's undertaking certificate
- Other Attachments

All the mails to be sent by authorised personnel of the bidder to IFTAS' email address [RFP@iftas.in](mailto:RFP@iftas.in).

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

### 5 Scope of work

- Install & integrate all the necessary software components required for the Data Classification and Data Discovery Tool.
- The implementation scope initially will be for 300 users.

- c) The Solution should be capable of classification of MS Office, pdf, e-Mails and other key applications files.
- d) The tool shall be capable to perform the data classification as per IFTAS data classification policy.
- e) The solution should trigger policy and classification actions based on different events, such as Open, Save, Print, Forward, Close, Send, or Classification Change
- f) The equipment / solution proposed by the bidder should not be declared as EOL or EOS by the OEM at least one (1) year from the date of completion of the installation.
- g) Successful bidder shall assign project manager and associated support personnel for this project.
- h) The Bidder should provide the tool training to IFTAS.
- i) Execute User Acceptance Test (UAT) for the proposed solution, i.e. Deployment of Client software on maximum up to 2 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.
- j) Bidder should demonstrate compliance to Technical requirements documented in this document for the solution implemented.
- k) 8 x 5 days support post implementation of the proposed solution.

## 6 Project Timeline

Sr. No.	Key Activities	Timelines
1	Project Kick-off	Within 3 days from the date of the PO
2	Study the IFTAS' requirement in detail and submit the detail project plan and detail solution design	Within 10 days from the date of the PO
3	Software & Licenses delivery	Within 2 - 3 weeks from the date of the PO
4	Implementation of complete solution	1 to 3 weeks from Activity 3
5	Solution customization as per IFTAS' need	1 week from Activity 4
6	Complete the User Acceptance Test (UAT)	1 week from Activity 5

## 7 Eligibility Criteria

Sr. No	Eligibility Criteria	Documentation Required/Compliance/Non-Compliance
1	Bidder must have registration under companies Act, 1956 or 2013, also registered with the Goods & Service Tax authorities, and must have completed 3 years of existence as on Bid calling date	Attested copy of the Certificate of Incorporation / GST registration certificate.
2	The Bidder should have a minimum annual turnover of at least Rs. 10 Lakh in each of the last three financial years.	Audited financial statements indicating the net profit and the net worth as required set forth in the

		eligibility criteria. and Auditor / Chartered Accountant Certificate in support of the criterion
3	The Bidder should be the OEM or the “Highest” Rated Partner of the OEM (Original Equipment Manufacturer) as per their assessment criteria, whose software solution and hardware is being proposed.	Documentary evidence to be provided
4	The Bidder should provide reference of any 3 clients for whom the bidder has supplied or implemented similar Solution including at least one Government/public/BFSI in India	1. Purchase Orders from client 2. Corresponding successful Implementation/ Completion certificate from client as per PO submitted.
5	The bidder should have certified with ISO 27001:2013 standards	Certification from Governing body

## 8 Evaluation Process

The proposals are sought as a single bid i.e., techno-commercial offers, technical part of the bid will comprise of a compliance statement to our Scope of Work mentioned at Section 5 above. Those bidders satisfying the technical requirements, experience as specified in the RFP document shall be shortlisted. The commercials of shortlisted bidders will be opened and further selected based on L1 criterion.

## 9 Support and Maintenance

- Bidder shall provide the license on subscription or Perpetual License.
- Bidder shall implement all software updates, new releases & version upgrades on the supplied components during the contract period. Bidder should update and maintain all supplied components to correctly reflect actual state of the setup at any point in time during the contract period.
- 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 software at no additional cost to IFTAS.
- The upgrades, new releases (Minor/major) versions, bug fixes etc. for the software will be supplied to IFTAS at no extra cost, with the necessary documentation during contract period.
- Bidder shall provide and install patches/ updates/ version upgrades of all software provided under this contract at no extra cost to IFTAS during the contract period.
- IFTAS, initial Support & contract period would be for 5 years, in-case of perpetual license warranty would be for 3 years and 2 years AMC. Any escalation / increase in the cost will be calculated based on RBI Indexation formula.
- IFTAS should be able to log calls directly by web/email or over phone to the bidder/OEM 24x7 during the annual maintenance period. Accordingly, escalation matrix of the bidder/OEM and confirmation letter from bidder and OEM should be submitted.

### Indexation Formula.

$$A = B \{15 + 45 \times (WPI_c / WPI_p) + 40 (CPI_c / CPI_p)\} * 1/100$$

Where,

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A = The contract amount for the current year

B = The contract amount for the previous year

WPIc=WholeSale price Index for Electrical Products 6 months prior to the Commencement date of contract for the current year

WPIp=WholeSale Price Index for Electrical Products 6 months prior to the Commencement date of contract for the previous year

CPIc= Consumer Price Index for industrial workers for Mumbai City 6 months prior to the commencement date of contract for the current year

CPIp= Consumer Price Index for industrial workers for Mumbai City 6 Months prior to the commencement date of contract for the previous year

## 10 Payment Terms and Conditions

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

- a) One-time charges would be paid as per Commercial bid on completion of activities as per the scope of work determined in the RFP.
- b) Subscription cost will be paid quarterly in arrears.
- c) In-case of perpetual license, 100% license cost will be paid post license deployment and AMC charges will be paid quarterly in arrears post expiry of warranty.
- d) All payments will be released within 30 days based on submission of invoices along with necessary SLA evidence/reports of rendering of service as required.
- e) 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.
- f) The awardee is required to quote GST No. on the invoice submitted for the payment.

## 11 Termination of Purchase Order/Contract:

IFTAS by written notice may terminate the contract in whole or in part at any time by giving 30 days prior notice without assigning any reason.

## 12 Disqualification Parameters in Bid Evaluation

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

## 13 Documents



- a) The bidder shall arrange for all the document as per the details updated in eligibility Criteria and the Annexures as following.

Annexure- I: Technical Requirement

Annexure- II: Bill of Material

Annexure- III: Commercial (Quotation) Format

Annexure -IV: Bidder's guarantee certificate

Annexure- V: Non-Disclosure Agreement

### Annexure- I: Technical Requirement

Sl. No.	Technical Description	Compliance (Yes/No)	Remarks (if any)
1	The solution should be able to classify unstructured data, namely word/excel/PowerPoint/pdf documents and MS Outlook emails.		
2	The solution should be able to label the documents in Headers/Footers with a pre selection capability for either header or footer or both.		
3	The solutions should be able to insert metadata tags in the documents and emails which can be read by DLP Solutions.		
4	The solution should be able to uniquely tag each classified document.		
5	The solution should be able to track initial classification and reclassification events at both document and central logging level.		
6	The solution should be able to blacklist domains for blocking emails originating out of Microsoft Outlook and also bind certain classification categories with a fixed domain name.		
7	The solution should trigger classification for document on Save, Save As, print etc. and should be configurable using a management mechanism.		
8	The solution should trigger classification based on send, reply, and forward emails.		
9	The solution should provide automated, suggestive and manual classification capability.		
10	The solution shall have capability to classify multiple documents in one go.		
11	The solution shall ensure the forceful enforcement of classification and should not allow user to bypass classification option in the said document's types using MS Office, and MS Outlook.		
12	The solution should have capability to detect differential classification between an email and its attachments and block the email from being sent.		
13	The solutions should not restrict the number of classification levels required to be created.		
14	The solution should have some guidance mechanism while user selects a classification level, to inform the users what is the context of a said classification level as per organization's policy.		
15	The solution should have the classification plugins integrated within Word, Excel, PowerPoint, and MS Outlook.		

16	The solution shall have capability to send emails from mobile with classification applied for both IOS and Android based mobiles.		
17	The solution should be capable to deploy and enforcing user based policies.		
18	The solution should support the map organizations Classification Policy to the Classification Schema it creates.		
19	The solution should be able to identify information like Aadhar, Passport numbers, credit card information for automated classification thru either inbuilt capability or should have capability to define regular expressions		
20	The solution should be able to detect keywords as defined by the organization and enforce classification		
21	The solution should further allow policies which are based on a combination of keywords and regular expressions		
22	The solution should allow administrators to define own regex for adding capability to detect any new type of regex.		
23	The solution should suggest a classification based in content, but should allow user to change the classification if required by taking a justification for the same and recording it in logs.		
24	The solution should enable administrators to control whether users can override policy warnings.		
25	The solution should provide the ability to prompt users to enter a justification when overriding a policy warning.		
26	The solution should provide the ability to warn/prevent users from downgrading the classification		
27	The solution should provide the ability to save the name of the original classifier in metadata, and to enforce policy so that only the original classifier can change the classification		
28	The solution should provide the ability to restrict users from sending non-classified email attachments (i.e. attachments that have no classification).		
29	The solution should support the ability to warn or prevent users from sending password-protected Microsoft Office documents via email. (The metadata in password-protected Office documents is encrypted, so this capability provides an alternative way to enforce policy.)		
30	The solution should provide built-in reports and dashboards to analyse user behaviour and system health. Roadmap		

31	The solution should provide a pre-built starter set of reports for the reporting database (in Excel) and Views and documentation to enable customers to write their own reports		
32	The solution should provide a built-in dashboard for reviewing data classification scanning results for user activity, deployment.		
33	The solution should provide role based access for administrators, compliance teams where anyone other than administrators may not have access to full console.		
34	The solution should have capability to manage the complete solution from a central web console		
35	The solution should have a capability to deploy, upgrade, uninstall the component without the use of any 3rd party software.		
36	The solution should be able to send policy to further changes to the clients without any need or intervention of a 3rd party software		
37	The solution should have capability to deploy policies basis users, machines, groups etc.		
38	The unavailability of a management component/ server in no way shall impact the functioning of a client		
39	The solution should cache configurations locally for offline use		
40	The solution shall deploy the client in the background and shall have no interface with the end user on whose PC the solution is being deployed. Same shall be applicable for upgrades, updates and uninstallation.		
41	The solution should work with O365 and Microsoft Office 2016 and higher version. The product should support both 32 and 64 bit installation.		
42	The solution should work on MS Windows environment.		
43	The solution shall be bundled along with professional services to ensure Implementation, sustenance (support) on call basis, knowledge transfer for administrators.		
44	The solution must have the capability to Discover, Classify and Protect the documents and emails without any user intervention		
45	The Solution should have capability to integrate with SIEM and can send logs.		
46	The Solution should be managed via a centralized management console		
47	The solution should be capable for centralized deployment of the solution components on all network		

	systems and it should be capable to get machine inventory from AD to perform deployment		
48	Solution should be capable for configuring at DC and DR		
49	Solution should be capable to roll-out it's component with using 3rd party software including Active Directory GPO.		
50	Solution should provide classification logs inside the classified file and at the centralized repository.		
51	The solution must provide the capability where the Classification solution can add special tags to email messages and the messages are then automatically secured from unauthorized access, especially when shared externally		
52	The Bidder must have local support centre within India.		
53	The solution should provide context-sensitive help throughout the user interface to support security training and help users select the correct classification and policy remediation options.		
54	The solution should support hierarchical and conditional classification fields, so that the appearance of a sub-field is conditional on the value selected in the higher-level field. For example, when a user selects "Restricted," a sub-field is presented with a list of departments including "Office use", "Branch use", "HR Only" etc.		
55	The solution should support icon overlays to identify the classification of files in File Explorer.		
56	The solution should provide tooltips, classification descriptions, and help page links to assist users with classification policy.		
57	The solution should support the creation of unlimited custom metadata for interoperability (Department, PII type, Document category, PII count etc.), including custom X-headers.		
58	The solution should support customizable visual markings in email and documents (e.g. font (name/size/features), size, Colour, and content).		
59	The solution should support the ability to quarantine files stored inappropriately, flag files for follow-up, or act based on results of the scan. This may include quarantine, delete, encrypt through 3rd party encryption tools, etc.		
60	The solution should integrate with DLP, encryption, Information right management (IRM) and Digital rights management (DRM) solution.		

61	The solution should provide the ability to attach metadata to information objects, which can be leveraged by e-discovery solutions.		
62	The solution should provide the ability to write tags which can be read by DLP solution		
63	The solution must have ability to assign classification level to discovered data elements according to customer policy		
64	The Management console should have role-based access and should integrate with Active directory for login access		
65	The solution must have the capability to do analysis (discovering sensitive data) Based on Compliance requirement (PII, PHI, etc.)		
66	The solution must have the capability to do analysis (discovering sensitive data) Based on file types (MS-office, pdf's, TXT files, XML, HTML, JPEG, Compressed file's etc.)		
67	The solution must have the capability to do analysis (discovering sensitive data) along with host details.		
68	The solution must have the capability to do analysis (discovering sensitive data) based on Current Classification Level and to suggest classification.		
69	The solution must have the capability to do analysis (discovering sensitive data) along with the User Permission on the sensitive data.		
70	The solution must have the capability to Delete the sensitive data as a Remediation action if required.		
71	The solution must have the capability to move the sensitive data as a Remediation action if required.		
72	The solution must have the capability to replace the sensitive data as a Remediation action if required.		
	<b>Data Discovery</b>		
1	The solution must have ability to connect to windows share drive and discover data sets		
2	The solution must have ability to connect to local drive and discover data sets		
3	The solution must have ability to identify and apply multiple business rules (e.g., GDPR PII rules)		
4	The solution must have ability to find unique identities by a data subject's key attributes across all data sources		
5	The solution must have ability to see all identifiers on a data subject by conducting a search using either a name or other key attributes		
6	The solution must have ability to develop an inventory of discovered identities		

7	The solution must have ability to identify what objects within a system contain personal information about a data subject before retrieving the data		
8	The solution must have ability to control the amount of personal information retrieved in response to a data subject access request to manage volume of data		
9	Recognize data sources of systems, schemas, tables, data elements		
10	The solution must have ability to scan structured, semi-structured and unstructured data		
11	Search data sets by facets, keywords or business terms		
12	The solution must have ability to assign classification level to discovered data elements according to customer policy		
13	The solution must have ability to present data in masking format.		
14	The solution must have ability to encrypt data elements of interest		
15	The solution must provide audit trail		
16	The solution must have the capability to Discover, Classify and Protect the documents without any user intervention		
17	The solution must have the capability to do analysis (discovering sensitive data) Based on Compliance requirement (PII, PHI, etc.) and should also have an ability to defined customized policy to discover customer's IP(Intellectual Properties).		
18	The solution must have the capability to do analysis (discovering sensitive data) Based on file types (MS-office, pdf's, TXT files, XML, HTML, JPEG, Compressed file's etc.)		
19	The solution must have the capability to do analysis (discovering sensitive data) along with host details.		
20	The solution must have the capability to do analysis (discovering sensitive data) based on Current Classification Level and to suggest classification.		
21	The solution must have the capability to do analysis (discovering sensitive data) along with the User Permission on the sensitive data.		
22	The solution must have the capability to Move or Delete the sensitive data as a Remediation action if required.		
23	The solution must have the capability to replace the sensitive data as a Remediation action if required.		

Note: All Technical specification is mandatory. However, in case if any technical specification is compiled by a Single OEM only, then it will be treated as OEM specific. This will be further reviewed by IFTAS' Evaluation team to convert it from mandatory to optional.

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**Annexure- II: Bill of Material without Prices**  
(To be submitted with Technical Bid)

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

Sr. No.	Description	Proposed Qty	Part Code	Subscription / Perpetual Model	Remarks
1	License Cost for the Data Classification and Data Discovery Suite				
2	Add if any other component proposed				

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



### Annexure- III: Commercial (Quotation) Format

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

Sr. No.	Description	License Qty	Subscription Model			Perpetual Model				
			Unit Cost	Total Cost for 1 Year	Total Cost for 5 Years	Unit Cost with 3 Years Warranty	Total Cost with 3 Years Warranty	AMC for 4 <sup>th</sup> Year	AMC for 5 <sup>th</sup> Year	Total Cost for 5 Years
		(A)	(B)	C= (A*B)	D= (C*5)	(E)	F= (A*E)	G	H	I=(F+G+H)
1	License Cost for the Data Classification and Data Discovery Suite	300								
2	Addition License cost for slab of 100 users	100								
3	One-time implementation, Integration, Configuration & Product Training cost									
	<b>Total Amount</b>				=					=
	<b>Taxes</b>									
	<b>Total Amount with Tax (TCO)</b>									

**Note:** "Addition License cost for slab of 100 users" is to discover the cost, it will be used for future license upgrade requirements.

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

#### **Annexure- IV: Bidder's guarantee certificate**

(On the letterhead of Bidder)

Place:

Date:

To

Indian Financial Technology and Allied Services (IFTAS),  
Unit No. 4, 3<sup>rd</sup> floor, D Wing, 'Times Square'- Tower D,  
Andheri - Kurla Road, Marol,  
Andheri (East),  
Mumbai - 400 059

Dear Sir,

Sub: Request for Proposal (RFP) for Implementation of Data classification and Data Discovery Tool.

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as "the Applicant") and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby apply Request for Proposal (RFP) for RFP for Implementation of Data classification at IFTAS. 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- V: Non-Disclosure Agreement

(On INR 100 stamp paper)

To

Indian Financial Technology and Allied Services (IFTAS),  
Unit No. 4, 3<sup>rd</sup> floor, D Wing, 'Times Square'- Tower D,  
Andheri - Kurla Road, Marol,  
Andheri (East),  
Mumbai - 400 059

[Date]

[Salutation]

### Confidentiality Undertaking

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product Bidder / 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 Data classification and Data Discovery Tool at IFTAS location;
  - With your prior written consent, such consent not to be unreasonably withheld;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
  - To our professional advisers for the purposes of our seeking advice. Such professional 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, otherwise 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 shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
- 12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

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

Yours sincerely

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

Authorized Signatory Designation Bidder's corporate name