Non-Disclosure Agreement
(On letterhead of the Bidder)

To
Indian Financial Technology and Allied Services (IFTAS),
10th 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 **CONSULTANCY SERVICES FOR IFS CLOUD**, 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 **Consultancy Services for IFS Cloud** at IFTAS location.
    - With your prior written consent, such consent not to be unreasonably withheld;
    - To the extent that such disclosure is required by law;
    - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
    - To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
    - For the purpose of a disclosure permitted by item 5 above; and
    - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

7. This Agreement shall not apply to Confidential Information that:
    - Is in the public domain at the time it is acquired by us;
    - Enters the public domain after that, 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: