Request for Proposal (RFP)
For
IBM DB2 Licenses (16 no's)

RFP # IT-26-27-83
Date : 20/11/2026

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Table of Contents

1. Introduction 3
2. Objective 3
3. Scope Of Work: 3
4. Eligibility Criteria 4
5. Location 5
6. Payment terms 5
7. Escalation Matrix 5
8. SLA 5
9. Details to be provided by bidders 7
10. Notification : 7
11. Contact Details and Submission Process 7
12. Confidentiality 7
13. Proposal Submission: 8
14. Termination Clause 8
15. CII clause protection & Backdoor clauses 8
16. *Compliance with relevant laws, regulations and CUSTOMER's Policies* 8
17. Conflict of Interest/ Potential Conflict of Interest 9
18. Relationships/ Independent Contractor 9
19. Right To Audit & Access To Information 10
20. Business Continuity Plan 10
21. Integrity 10
22. Support & Maintenance 11
23. Change management 11
24. Data Localization 12
25. Human Rights Compliance: 12
26. Vulnerability identified at later date 12
27. Information Security Requirements: 12

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1. Introduction

The Multi Commodity Exchange of India Limited (MCX) is a state-of-the-art, commodity derivatives exchange that facilitates online trading of commodity derivatives transactions, thereby providing a platform for price discovery and risk management. The Exchange, which started operations in November 2003, operates under the regulatory framework of Securities and Exchange Board of India (SEBI).

MCX offers trading in commodity derivative contracts across varied segments including bullion, industrial metals, energy and agricultural commodities, as also on indices constituted from these contracts. It is India's first Exchange to introduce commodity options, and futures contracts on bullion, base metals and energy indices. The Exchange focuses on providing commodity value chain participants with neutral, secure and transparent trade mechanisms, and formulates quality parameters and trade regulations, in conformity with the regulatory framework.

2. Objective

The primary objective of this Request for Proposal (RFP) is to invite proposal from eligible bidders to procure IBM DB2 (16 no's qty) License for MCXCCL Bancs Infra.

3. Scope Of Work:

a) Bidder will provide Annual License cost. Bidder shall indicate Annual Subscription Charges and Support % for each part of the Software/License.
b) License commercial to be provided for Annual basis.
c) The BIDDER should share the back-to-back (OEM) contract details / copy, original software licenses copies, etc. (If applicable).
   Software Description: IBM Db2 (Standard or Advanced Edition).
   License Metric: Authorized User (AU).
   Quantity: 16 License.
   Version: v11.5.8.0
   Platform: Linux
d) Source valid, authorized enterprise licenses and subscriptions.
e) Ensure compliance with core-based licensing models (Red Hat and Broadcom).
f) Secure 24/7/365 production-level Bidder support.
g) Facilitate subscription alignment with existing renewal co-terming dates.

Bidder to submit

Commercial for IBM DB2 License – Annual basis (As per above specification)	

Delivery Timeline	

4. Eligibility Criteria

4.1 BIDDER's Eligibility / pre-qualification

- Bidder may be a Private/ Public Limited Indian Company under Indian Laws Bidder shall submit the Certificate of Incorporation along with the Technical Bid in respect of this requirement.
- Bidder should be minimum 3 years old and have provided similar services to at least 5 Govt./ Public Sector Companies /corporates.
- Bidder must be in the business of building functional and non-functional test suits and well versed in working with the technology development teams and business users.
- Bidder should have the domain knowledge in the areas of capital market, financial trading and exchange related businesses for at least last 3 years.
- Bidder should have required ISO & other certification related to outsourcing services.
- Bidder should have fully functional service continuity site / plan. Outsourcing Bidders, in order to be able to maintain continuity of business, even in the event of disruption or unexpected termination of the service.
- Bidder should have Income Tax PAN and should have submitted IT returns for the last 3 years.
- Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the contract labour.
- Bidder shall observe the highest standard of ethics during the MCX procurement process and Execution of the PO / service / support / contract
- Bidder should ensure jurisdiction must be in India and as per Indian Law.
- The outsourcing policy document shall act as a reference for audit of the outsourced activities. This Audit can be done either by Exchange or its Regulator.

4.2 Bidder Pre-requisite Criteria:

Sr. No.	Pre-requisite Criteria	Bidder Response (Y/N)	Supporting Documents to be submitted along with proposal
1	The Bidder should be in this business for more than 3+ years		Experience certificate
2	Company should have enough number of employees on their Pay Rolls to support on PAN India basis		Details of Head count including main office & branches.

3	Annual Turnover (avg. of the previous 2 years) or Net worth (Rs cr.)		Form 16 or Income Tax Return file/CA certificate/Financials/self-declaration
4	The Bidder should have provided IT support of such a category for at least five customers.		Past and Current customers with PO values to be shared

5. **Location**

Multi Commodity exchange of India limited. – Mumbai (DC)

6. **Payment terms**

100 % payment within 45 days after successful installation and sign-off from MCX.

Note: Bidders required to sign Agreement/Legal document with the Exchange. Until unless Agreement is not signed, payment will not be processed.

7. **Escalation Matrix**

Detailed escalation matrix to be shared by Bidders.

8. **SLA, RCA & Penalty**

a) <u>SLA</u>

To be considered as per RFP	**Vendor**	**OEM**
Period of support (e.g. 16 x 7, 24 x 7, etc)		
Type of Support (Onsite/Offsite)		
In case Support then Level of support (L1/L2/L3)		
Support Period (1 yr/3 yrs/ 5 yrs)		

Party	**SLA Parameters**	**Severity 1 (Critical business impact)**	**Severity 2 (Significant business impact)**	**Severity 3 (Some business impact)**	**Severity 4 (Minimum business impact)**	**Comments if any**
MCX Parameter	**Response Time**	Immediate	15 Minutes	30 Minutes	Within 2 Business Days	
Bidder response						

MCX Parameter	**Resolution Time**	30 Minutes	2 hrs	8 hrs	Within 4 Business days		
Bidder response							
MCX Parameter	**Response Time**	Immediate	15 Minutes	30 Minutes	Within 2 Business Days		
OEM response							
MCX Parameter	**Resolution Time**	30 Minutes	2 hrs	8 hrs	Within 4 Business days		
OEM response							

b) Penalty

Party	**Matter**	**Severity 1 (Critical business impact)**	**Severity 2 (Significant business impact)**	**Severity 3 (Some business impact)**	**Severity 4 (Minimum business impact)**	**Commen if any**
MCX Parameter	**Per Incident (In case not meeting SLA / technical glitch/disaster)**	**2% of PO value**	**2% of PO value**	**0.5% to 1 % of PO value**	**0.5% to 1 % of PO value**	
Bidder & OEM response						
MCX Parameter	**Annual cumulative Penalty**	**10 % of PO value on Annual basis**				
Bidder & OEM response						

c) RCA

Party	**Matter**	**Comments from OEM/Bidder**
MCX Parameter	**Submission of Preliminary report related to technical glitch within 24 hours of the occurrence of the glitch and Comprehensive Root Cause Analysis within 7-14 days of its occurrence.**	
Bidder & OEM response		
MCX Parameter		

Bidder & OEM response	**Penalty for RCA - 2% of PO value and capped at 10% of PO Value on Annual basis**	

9. Details to be provided by bidders

1. Have you provided similar services to other MII or Exchange, if yes provide the details?
2. Are you providing any service in MCX, If yes provide the order detail (Purchase Order No)

10. Notification

MCX may, in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible Bidder. MCX is not obliged to provide any reasons for any such acceptance or rejection as an evaluation process in entirely internal. Submission of proposal notifies deemed acceptance of terms as mentioned in this RFP by Bidder. A weightage of 70:30% respectively shall be considered for technical and commercial bid (inclusive of functional, subjective, efficacy evaluations). The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at MCX's discretion. Technical evaluation of the submitted bids with respect to the RFP will be evaluated. Technically qualified bidders will be selected under qualified Bidder criterion. Financial bid will be evaluated only for the technically qualified bidders. All Quoted Commercial Values should comprise of values only up to 2 decimal places. MCX for evaluation purpose will consider values only up to two decimal places for all calculations & ignore all figures beyond two decimal places.

11. Contact Details and Submission Process

If you meet mentioned eligibility criteria / scope, please send confirmation mail and expression of interest to:
Mr. Dinesh Lall - Dinesh.lall@mcxindia.com - 91677 20870

For any Technical Related Queries, please call on below number:

Mr. Tushar Kale
Email ID – Tushar.kale@mcxccl.com
Contact No. - 7977060071

For any query, Bidder should contact within 3 days from the date of RFP uploaded on MCX Website.

12. Confidentiality

The RFP document is strictly confidential and is not to be disclosed, reproduced, published in any manner, transmitted, or otherwise made available by the Recipient to any other party. MCX may update or revise the RFP document or any part of it at its sole discretion. The Recipient acknowledges that any such revised or amended document received by it, shall be subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. All Information

pertaining to the Exchange obtained by the Solution Provider as a result of participation in this RFP / project is confidential and must not be disclosed without prior written authorization from the Exchange

13. Proposal Submission:

- Two separate proposals, Technical and commercial, to be submitted.
- Commercial proposals should have commercials, payment terms, delivery Period, etc and should be password protected, password to be shared when requested from MCX personnel.

14. Termination Clause

If the product / solution / services are not found to be satisfactory or if any non-compliance in product / service with respect to RFP or breach of delivery terms, SLA, uptime then MCX reserves the right to terminate the contract / Purchase Order (PO) giving notice to the bidder. Bidder should refund the payment done by MCX, if any.

If delivery / installation not completed within 6 months of PO date, MCX reserves right to terminate the PO. Bidder should refund the payment done by MCX, if any.

15. CII clause protection & Backdoor clauses (Will be part of the Agreement)

- The Bidder understands and acknowledges that certain systems/computer resources/equipment/setups of MCX are identified as a Critical Information Infrastructure ("CII"). Therefore, All the Laws/ rules/ regulations and guidelines applicable to CII's and Protected Systems including the *"Information Technology Act, 2000"* and *"Information Security Practices and Procedures for Protected Systems",* set out in Gazette notification dated 22nd May 2018, shall be applicable to MCX.

16. ***Compliance with relevant laws, regulations and CUSTOMER's Policies*** **(Will be part of the Agreement)**

a. Bidder shall at all times be responsible for complying and shall ensure compliance with the applicable laws rules or regulations including but not limited to money laundering, GST, SEBI laws, rules, regulations.

b. If Bidder commits a breach of any applicable laws Bidder alone shall be responsible for the penal consequences that may arise therefrom and Bidder alone shall be liable to meet the financial labilities arising out of such breach or contravention, without any recourse to MCX. Bidder agrees that the MCX shall not be responsible in any manner whatsoever for any offence or contravention committed by BIDDER or its employee, agents, representatives etc. and any prosecution or legal proceedings for such offence shall lie only against BIDDER/BIDDER. In an event MCX is penalized or if MCX has to bear any damages/ losses due to non-compliance by BIDDER/BIDDER/BIDDER/BIDDER/BIDDER, then subject to Clause 7 of the MSA, MCX shall be entitled to set-off such losses/penalties/ claims from any amounts payable by MCX to BIDDER or Bidder shall reimburse such amount to MCX.

c. In addition to the aforesaid, Bidder understands and acknowledges that certain systems/computer resources/equipment/setups of CUSTOMER are identified as a Critical Information Infrastructure ("CII"). Therefore, All the Laws/ rules/ regulations and guidelines applicable to CII's and Protected Systems including the "Information Technology Act, 2000" and "Information Security Practices and Procedures for Protected Systems", set out in Gazette notification dated 22nd May 2018, shall be applicable to CUSTOMER.

d. Bidder represents and warrants that: (1) Bidder and/or its employee shall always comply with the required laws, regulations and guidelines, applicable to the them, to ensure safety and security of CUSTOMER's CII's and Protected Systems; (2) Bidder and/or its employees shall not damage/harm CUSTOMER's systems/computer resources/equipment/setups; (3) Bidder and/or its employees shall not try to obtain unauthorized access to CUSTOMER' systems/computer resources/equipment/setups; (4) Bidder and/or its employees shall not plant or place any harmful code, virus, self-propagating program, Trojan horse, trap door, backdoors or any other kind of harmful code or program in CUSTOMER's systems/computer resources/equipment/setups; (5) Bidder and its employees shall not leak and/or misuse the information stored and available on CUSTOMER's systems/computer resources/equipment/setups. Furthermore, subject to clause 7 of the MSA, Bidder agrees to indemnify and keep indemnified, hold harmless and defend MCX against any/all loss, claims damage and penalty, that may be incurred by MCX, due to breach of BIDDER/BIDDER's representations and warranties, as mentioned in this provision. In addition to the above Bidder may also be liable for the punishment and/or penalty prescribed under the applicable laws (including of Information Technology Act, 2000).

17. Conflict of Interest/ Potential Conflict of Interest (Will be part of the Agreement)

The Bidder shall take appropriate steps to ensure that neither the Bidder nor any staff/employee of the Bidder is placed in a position where (in the reasonable opinion of MCX) there is or may be an actual conflict of interest or a potential conflict of interest between the pecuniary or personal interests of the Bidder and the duties owed to MCX, under the provision of the Agreement. The Bidder will disclose to MCX full particulars of any such conflict which may arise. In case of any conflict of interest or potential conflict of interest, MCX shall be entitled to terminate the Agreement forthwith, if the Bidder is unable to mitigate the conflict or potential conflict within 15 days from the date on which the Bidder becomes aware about such Conflict or potential conflict. Such mitigation of conflict will be subject to the sole discretion of MCX.

18. Relationships/ Independent Contractor

a. The Parties agree that the Bidder will act as an independent contractor. Bidder is not granted hereunder any right or authority to make any representations or to assume or create any obligations or responsibility, express or implied on behalf of or in the name of MCX in any manner.
b. Bidder shall be deemed to constitute or be construed as constituting a partnership, joint venture, agency or the relationship of principal and agent and neither party hereto shall have any authority to bind the other in any way.

19. Right To Audit & Access to Information (Will be part of the Agreement)

It is agreed that MCX and/or any Relevant Regulatory Authority and/or their Authorized Representatives, shall have the right, at any time, with a reasonable notice, to perform scheduled audits of the books and records maintained by the Service Provider with respect to the Services rendered by such Service Provided and its performance of the Service as mentioned herein in this RFP. Also, it is agreed that such audit may be independent in nature or part of the System Audit of MCX conducted by Relevant Regulatory Authority and/or their Authorized Representatives, for risk assessment and mitigation measures.

Subject to and without compromise to the Service Provider' obligations of confidentiality to its other clients, the Service Provider shall grant the MCX and/or any Relevant Regulatory Authority and/or its Authorized Representatives, full and complete access to any and all relevant portions of the Service Provider's books, records and any other information as they relate and the Services. The Service Provider agrees to provide MCX and/or any Relevant Regulatory Authority and/or its Authorized Representatives, such information and assistance as reasonably requested without any limitation. The Service Provider further agrees to cooperate and provide full access to Service Provider's books, records and information in connection with its performance of the Services and compliance with this RFP, in order for MCX and/or any Relevant Regulatory Authority and/or its Authorized Representatives to perform such audits.

In order for MCX and/or any Relevant Regulatory Authority and/or its Authorized Representatives to perform such audits, the Service Provider shall, for the Term of this RFP and for at least Three (3) years after the expiry or termination of the Agreement, preserve its books, records and accounts in respect of the exercise of the Services under this RFP Equitable Relief and Remedies.

20. Business Continuity Plan (Will be part of the Agreement)

Bidder shall maintain a comprehensive business continuity plan to ensure the Bidder's continued performance of its obligations under the Agreement, this business continuity plan should comply with the applicable laws, rules and regulations. Bidder will provide an executive summary of such plan upon request from MCX within a reasonable timeline. The Bidder will test the adequacy of its business continuity plan at regular intervals. In the event the Bidder has knowledge of an incident/business disruption that materially impacts Bidder provisions of the services as mentioned herein under the Agreement, the Bidder will promptly notify MCX of such disruption and the steps being taken in the repose to such disruption. The Bidder represents that, as of the date of the Agreement, such Business Continuity Plan is active and functioning normally in all other material respects.

21. Integrity (Will be part of the Agreement)

Bidder shall ensure data/ information/ transaction integrity by implementing and maintaining robust data/ information/ transaction management/ processing practices, including:

1) Validation and verification processes.

2) Regular back-ups and disaster recovery procedures.

3) Access controls, authentication and authorization mechanism.

4) Encryption and secure storage.

Bidder shall ensure network integrity by implementing and maintaining robust network security measures, including Network segregation, segmentation and isolation, Firewalls and intrusion detection/ preventive systems, Encryption and secure communication protocols, Regular network monitoring and vulnerability assessments, Patch management and software updates. Bidder shall ensure that there shall be no cyber security threats to MCX by implementing and maintaining robust cyber security measures and ensuring compliance with the applicable cyber security laws and industry standards.

The Bidder shall not or has not, directly or through any other person or firm, offer, promise or give to any of the MCX's employees involved in this agreement or in the execution of Agreement or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the Agreement and/ or entire term of the Agreement amended from time to time. Bidder shall not engage in any form of bribery, corruption, or other unethical business practices and shall always adhere to MCX's Code of Conduct and Ethics.

Bidder shall maintain highest standards of integrity and ethics in performing its obligations under the Agreement. Bidder shall provide accurate and complete information whenever required by MCX under the agreement.

Bidder shall promptly report any actual or suspected violations of this clause to MCX Failure to comply with this clause may result in termination of the Agreement and/or liable for penalty amount which **will be specified in the Agreement which will be executed, after issuance of the PO.** The Amount would be around 10% of PO value, which is not exclusive of other remedies available to MCX under applicable laws.

22. Support & Maintenance

Bidder shall support any internal or external security preparedness drills. (Including SEBI / NCIIPC / CERT-In / IDRBT cyber drills) and carry out activities for setting up of monitoring and response systems required for the drills and participate in all stages of such drills as and when required.

23. Change management (Will be part of the Agreement)

Bidder shall adhere to the change management process of MCX to manage any change to the deployed version of the Software/ applications provided to MCX. There shall be a change request in writing by either of the parties specifying the required change, the reason for the change and the expected outcome. Bidder shall assess the change request including its impact on the current version of software/ application and provide MCX with an assessment report. Bidder shall provide roll-out plan and ensure that all changes are thoroughly validated and tested before implementation/ deployment.

Bidder shall deploy the change in the current version of software/ application only with the written consent of MCX. Bidder after deployment of change request, shall also review whether the new deployed software/ application meets the MCX and regulatory requirements from time to time.

24. Data Localization (Will be part of the Agreement)

Bidder shall ensure that all the data generated (including creation and storage) within the legal boundaries of India remains within the legal boundaries of India. Bidder shall keep the original Regulatory Data, available and easily accessible in legible and usable form, within the legal boundaries of India. Further, if the Regulatory Data retained within India is not in readable form, the Bidder shall maintain an application/ system to read/ analyse the retained data. Bidder shall ensure that a copy of MCX's data should be maintained within India if the data center is operated from outside India.

25. Human Rights Compliance (Will be part of the Agreement)

The Parties agree to uphold and respect internationally recognized human rights standards in all aspects of their operations and business practices. Each party shall ensure that no activities under this RFP involve any form of forced lab our, child labor, discrimination, or violation of basic human dignity or rights.

26. Vulnerability identified at later date

Bidder shall conduct regular vulnerability assessments to identify potential vulnerabilities in the software/ application and shall remediate and mitigate vulnerabilities including the vulnerabilities which were identified later in a time bound manner (to be defined by dept. & to clarify the timely compliance and closure of identified vulnerabilities). Bidder shall comply with industry recognised vulnerability management standards and framework including ISO 270001.

Bidder shall comply with the SEBI's guideline on Cybersecurity and Cyber Resilience framework.

- Bidder represents and warrants that: (1) Bidder and/or its employee shall always comply with the required laws, regulations and guidelines, applicable to the them, to ensure safety and security of CUSTOMER's CII's and Protected Systems; (2) Bidder and/or its employees shall not damage/harm CUSTOMER's systems/computer resources/equipment/setups; (3) Bidder and/or its employees shall not try to obtain unauthorized access to CUSTOMER' systems/computer resources/equipment/setups; (4) Bidder and/or its employees shall not plant or place any harmful code, virus, self-propagating program, Trojan horse, trap door, backdoors or any other kind of harmful code or program in CUSTOMER's systems/computer resources/equipment/setups; (5) Bidder and its employees shall not leak and/or misuse the information stored and available on CUSTOMER's systems/computer resources/equipment/setups. Furthermore, subject to clause 7 of the MSA, Bidder agrees to indemnify and keep indemnified, hold harmless and defend MCX against any/all loss, claims damage and penalty, that may be incurred by MCX, due to breach of BIDDER/BIDDER's representations and warranties, as mentioned in this provision. In addition to the above Bidder may also be liable for the punishment and/or penalty prescribed under the applicable laws (including of Information Technology Act, 2000).

27. Information Security Requirements:

(Technology - Products & Services)

1. Product/Service should have security certifications (Common Criteria EAL 3 and above or equivalent for products and SOC2/ISO 27001:2022 or equivalent assurance certificates for services) and submit reports/evidence.

2. Product/service should undergo security testing (VAPT, SAST, DAST etc)/audit before go-live and post go-live by CERT-In empaneled auditor and close the identified security vulnerabilities within timelines without any cost implication to MCX.
3. In case of software, Bidder must provide full details of Software Bill of Material (SBoM) with libraries, open-source components etc. and certify no vulnerable component/libraries or used must ensure support for security patches and upgrades as and when required.
4. Bidder must have BCP setup and participate/support in cyber drills/exercises conducted by MCX from their product/service perspective.
5. Product/service must have support for integration with C-SOC tools (SIEM, EDR/XDR, SOAR, WAF, PAM etc.) through Syslog/API/CEF for security log monitoring and incident response at no additional cost to MCX.
6. Bidder must submit "Software/appliance are Free from malware/Backdoor" certificate. Clauses related to data security and privacy as per IT Act/ DPDP Act requirements must be part of NDA/agreements.
7. Right to audit/access to bidder environment or location if required by MCX, third party auditor appointed by MCX and/or regulatory body.
8. Selected bidder to demonstrate the security features in POC.
9. Bidder shall adhere the relevant regulatory requirements (Existing or as and when received) of SEBI, NCIIPC, Cert-In and other regulators.
10. DPDP Act Compliance: The Bidder must strictly comply with all provisions of the Digital Personal Data Protection (DPDP) Act, 2023, along with its subsequent rules, regulations, and amendments, ensuring full statutory protection of all personal data processed under this engagement.