



June 13, 2024

CORRIGENDUM: CLARIFICATIONS TOWARDS PRE-BID QUERIES

Please refer to Tender Reference No. GEM/2024/B/4995116 for "Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit". The bidders are advised to consider the following amendments / Corrigendum (Enclosed at Annexures I and II) before submission of their bids against this tender.

All the other terms and conditions of the tender document will remain unchanged. The RFP is available on the GeM / Bank's website.

Sd/-

Rima Marphatia

Chief General Manager and Head of Internal Audit

ANNEXURE I**Common Pre-bid Queries Received from Bidders**

Sr. No.	RFP reference	Query	India Exim Bank's Response
	GENERAL TENDER DETAILS		
1)	Page number 4 EMD Amount	We are MSME registered (Medium enterprise), and MSME registered companies are exempted from paying the amount of EMD for any Tender issued in India. Considering the same, kindly exempt us from the submission of EMD.	Refer page numbers 9-10 of the RFP, on 'CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)'.
2)	Page number 4 Last Date and Time for Submission	Extension in timeline by 7-10 days.	The timeline has been extended to June 21, 2024, 18:00hrs.
	INFORMATION FOR BIDDERS		
3)	Page number 7 The bidders can enroll themselves at GeM portal. Possession of a Valid Class II / III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.	We currently possess a Valid Class II / III DSC registered in the name of one of our partners. Given the nature of our organization and the roles our partners play in our operations, we kindly request that this DSC be considered valid for Operational Continuity, Administrative Efficiency etc.	The bidder can submit the bid as per GeM guidelines.
4)	Page number 8 The Bidder will assume total responsibility for the fault-free operation of equipment, application	We understand this clause is not applicable to the bidders for this opportunity as this a service-based project and the bidder does not	This clause is not applicable for this assignment.

Sr. No.	RFP reference	Query	India Exim Bank's Response
	software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required.	require to maintain any device or equipment. Please confirm on the same.	
GENERAL CONDITIONS OF RFP			
5)	<p>Page Number 12</p> <p>Other Terms</p> <p>Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract.</p>	<p>Request to clarify the duration of the project. As per the clause it is understood that the contract period shall depend on the deliverables of the bidder.</p>	<p>The appointment will be on annual basis. As mentioned on page number 44 – Notification of Outcome, "The contract may be extended by a further period up to a maximum of two years, at the sole discretion of India Exim Bank, subject to satisfactory yearly performance review of the firm after the deliverable".</p>
INTRODUCTION ABOUT INDIA EXIM BANK - OBJECTIVE OF THIS RFP			
6)	Page number 22	<p>Expected completion date for annual information systems audit?</p> <p>Expected completion dates cyber security audits (thrice a year)?</p>	<p>ISA – To be commenced in the first week of January.</p> <p>VAPT - To be undertaken in July and January.</p> <p>CSA - To be undertaken in July, October, and January.</p> <p>The expected audit completion for CSA and ISA is tentatively within two and four weeks respectively, from the start of the audit.</p>

Sr. No.	RFP reference	Query	India Exim Bank's Response
7)	Page number 22	Number of reports to be reviewed for compliance audit?	The compliance ISA report for FY 2023-24, is to be reviewed.
8)	Page number 22	Review of Compliance Audit of FY 2023-24 (One time) Request to clarify on the period of the compliance audit.	The compliance ISA report for FY 2023-24 is expected in August 2024. The report will be available by September 2024. It may be reviewed along with the first VAPT and CSA.
SCOPE OF WORK			
9)	Page Number 23 Auditors are expected to update and include additional relevant items in these activities to conform to global best practices and currently available knowledge base.	Request clarification on scope of work. Whether the bidder shall only be responsible for review, identification of gaps and provide recommendations or implementation of controls shall also be responsibility of the bidder.	The report must enlist the risk, impact, and recommendations for all the observations
10)	Page Number 26 vi.g Participation in drills conducted by RBI for Banks using Real Time Gross Settlement (RTGS) / Negotiated Dealing System (NDS).	Request you to kindly share more information.	DR Drills are conducted as per prescribed frequency of the critical applications. DR drill reports are to be reviewed during the audit.
11)	Page Number 26 IT Financial Control	How many vendors are to be covered under the audit?	Approx. 20
12)	Page Number 26 IT Financial Control	We understand that the bidder shall only be responsible for the Information and Cyber security portion of all aspects of the project.	IT Financial Controls would be audited as per the scope mentioned on the Page Numbers 26-27.

Sr. No.	RFP reference	Query	India Exim Bank's Response
		The bidder shall not review any financial transactions, financial operations, contract documents or any matter other than cyber security and information security. Please confirm on the same.	
13)	Page Number 28 Vulnerability Assessment and Penetration Testing (VAPT)	Whether infra-VA, Internal application and external application is considered in VAPT.	Infra VA, internal and external applications is to be considered in VAPT.
14)		Whether VAPT must be conducted for all 55 applications and 8 web applications?	All the websites and applications are to be covered under VAPT.
15)		Do we have to conduct compliance audit of VAPT, twice a year?	All the open observations of the previous audits (both CSA and VAPT) are to be covered and re-audited in the subsequent respective audit reports. Compliance audit of all the open audit observations from the CSA, VAPT and IS Audit, is to be undertaken within six months from the date of the last Audit report (assuming the last CSA and VAPT will be undertaken along with the annual IS Audit).
16)	Page Number 28 Infrastructure including Application Security	What is the frequency of application security audit?	Application security audit is to be covered under annual IS Audit.

Sr. No.	RFP reference	Query	India Exim Bank's Response
17)	Page Number 28 Review the process of user creation & maintenance, and role assignment in RBI DAKSH portal.	We understand that the guidelines and user manual for the portal shall be present with India Exim Bank. Request clarification on the role of the bidder for the mentioned scope. The bidder shall not be able to review the application development portion as it is under the requirement of system and development of applications and not under the purview of cyber / information security.	The auditor must review the user management, and alignment of manual / policy with the process of user creation and role management with the evidence provided.
18)	Page Number 28 Application functionality Website applications functionality	Please provide the expectations for functionality verification (Is ITGC control review expected for applications) If yes for the point above, are all 55 applications and 8 websites to be validated?	Same is not covered in the scope of work.
19)	Page Number 28 Data Centre / DR sites operations and processes / Security Operation Center (SOC)	Request clarification on the scope of work regarding DC, DR, and SOC.	The audit will be carried out in the Bank's Head Office where the primary DC and SOC are located, and the DR site is at Bangalore Office. The scope would be in line with RBI, CERT-In guidelines and standard and latest industrial procedures and guidelines.
20)	Page Number 28 Cyber Security Audit	Request clarification on the scope of work for Cyber Security Audit.	The CSA is to be covered for Bank's infrastructure, applications, and

Sr. No.	RFP reference	Query	India Exim Bank's Response
		Detailed components to be considered under Cyber Security Audit be shared. Whether components such as infrastructure, application, etc. shall be part of the activity?	websites. The detailed list is provided on Page Numbers 29-31, of the RFP.
21)	Page number 29 Areas to be covered	Please confirm if secure code review is part of the assessment?	Same is not covered in the scope of work.
22)	Page Number 29	Kindly confirm if we need to perform authenticated scans (credentials based) or unauthenticated scans (No Credentials) for the assets in scope, in case of VAPT activity of Infrastructure.	The authenticated scans should be done for critical applications (10-12) and for some additional applications / websites (5-10). The list will be shared as a pre-requisite before the commencement of audit.
23)	Page Number 29 IT Infrastructure of The Bank	Which type of testing is preferred for each asset? (Grey Box, Black Box)	Grey Box testing
24)	Page Number 29 IT Infrastructure of The Bank	Testing environment for each asset? (Development / UAT / Pre-prod / Production)	Most of the audit will be on live environment. Critical applications will be subjected to scans on non-business days.
25)	Page Number 29 IT Infrastructure of The Bank	Please provide breakup of network devices. (Make & Model)	CISCO, Fortinet, Palo Alto Count - 100
26)	Page Numbers 30 - 31 Applications	Whether all the 55 applications are to be covered in the application security audit?	The application security audit is to be covered for critical applications (10-12) and for some additional applications / websites (5-10) as

Sr. No.	RFP reference	Query	India Exim Bank's Response
			decided by the Bank, before the audit is initiated.
27)	Page Numbers 30 - 31 Applications	Please confirm whether the bidder is required to assess the mentioned solutions (DLP and QRADAR) also.	Yes
28)	Page Numbers 30 - 31 Applications	<p>Please confirm if mobile applications are part of the assessment? If yes, provide count.</p> <p>Any APIs to be tested separately?</p>	<p>The number of mobile apps will be approx. 5.</p> <p>May refer the IT infrastructure detailed list in Page Numbers 29-31 of the RFP.</p>
29)	Page Number 31	<p>Kindly provide an estimated count of the number of applications, websites and infrastructure devices that needs to be added in scope of work during the engagement.</p> <p>Are the new items to be covered in the already defined timeline, or the timelines can be extended as per the scope.</p>	<p>Number of Applications – Approx. 5</p> <p>Number of Websites – Approx. 3</p> <p>Number of Infrastructure Devices – Approx. 15</p> <p>The above count is tentative and for each year of audit.</p> <p>The list will be shared as a pre-requisite before the commencement of audit.</p>
30)	Page Number 31 Applications, websites, infrastructure devices may be added during audit.	<p>Request to amend the clause and mention that "increase in scope for activities, Infrastructure, applications and scope as mentioned in the RFP shall be limited to only 5% of the total work".</p> <p>Any major changes may be considered with additional cost to the project.</p>	No change

Sr. No.	RFP reference	Query	India Exim Bank's Response
31)	<p>Page Number 31</p> <p>Applications</p> <p>PCs, Laptops, printers etc. are spread across all offices connected to Head office through MPLS connectivity. It is proposed to audit for the PCs / laptops, for whitelist and policy on a sample basis, to cover at least 10% of the PCs / laptops assets present at each office location (India operations) during the audit.</p>	<p>Do we need to conduct VAPT for all the laptops / desktops?</p> <p>Locations of sampling for the above?</p> <p>Request to provide the count or approximate of the PCs, laptops, printers, etc. for better estimation of the activity.</p>	<p>VAPT for laptops / desktops needs to be conducted as per the sample provided before the start of the audit.</p> <p>The sample is to be audited using audit tools. Hence, the location of the assets is not relevant.</p> <p>Refer 'IT Infrastructure of the Bank' on Page Numbers 29-31.</p>
32)	<p>Page Number 36</p> <p>Audit Findings & Reports:</p> <p>A. On completion of IS Audit, the selected bidders will be required to prepare Audit reports as per ISACA / RBI standards and submit three copies duly signed.</p> <p>B. The soft copy of the Audit report in word / excel format to be submitted along with the reports.</p>	<p>We understand that on submission of reports the document shall be duly signed by the Authorized signatory of the successful bidder. Please confirm on the same.</p> <p>Submission of reports in word and excel formats may pose as a challenged and it is suggested to maintain the integrity of the reports, please consider PDF format documents only.</p>	<p>The final reports are to be duly signed by the authorized signatory of the Service Provider.</p> <p>No change.</p>

Sr. No.	RFP reference	Query	India Exim Bank's Response
	C. Risk to the business based on any exploits that were found.	Request clarification on the point on risk to business. Does the bidder require to consider risk to business for vulnerabilities identified or identify any exploits taken place and provide a risk to business analysis.	The reports of the ISA & CSA findings will include the risk areas which are to be categorized in High Risk, Medium Risk, and Low Risk categories. The possible solutions for addressing the risk areas are to be clearly indicated in the report to facilitate Gap Closer activities.
33)	Page number 36 Other Audit Related Information Auditors: The audit should be conducted by auditors with necessary qualifications [such as CISA/DISA / CISSP / CISM / GIAC(SANS) / CA / CEH] and adequate experience in the audit areas identified in the scope and must possess functional knowledge of Banking domain.	Request to amend the clause as: The audit should be conducted by auditors with necessary qualifications [such as CISA/DISA / CISSP / CISM / GIAC(SANS) / CA / CEH / ISO 27001] as ISO 27001 also includes the information security assessments.	No change
34)	Page number 37 Duration of Audit: The audit process is to be initiated as per frequency from the date of Letter of Appointment (LoA). Endeavour is to complete the Compliance audit of ISA and CSAs within six months from the date of submission of ISA report to India Exim Bank.	Request to clarify on the duration of the project for all the activities.	ISA – To be commenced in the first week of January. VAPT - To be undertaken in July and January. CSA - To be undertaken in July, October, and January. The expected audit completion for CSA and ISA is tentatively within two

Sr. No.	RFP reference	Query	India Exim Bank's Response
			<p>and four weeks respectively, from the start of the audit.</p> <p>The expected audit completion for CSA and ISA is approx. two and four weeks (tentative) respectively, from the start of the audit.</p> <p>All the open observations of the previous audits (both CSA and VAPT) are to be covered and re-audited in the subsequent respective audit reports. Compliance audit of all the open audit observations from the CSA, VAPT and IS Audit, is to be undertaken within six months from the date of the last Audit report (assuming the last CSA and VAPT will be undertaken along with the annual IS Audit).</p>
35)	<p>Page Number 37 Compliance Audit: The selected bidder after submission of Audit reports as mentioned above will be required to conduct post audit compliance review within eight weeks from receipt of Action Taken Report from the concerned Group.</p>	<p>We understand that the liability for any delay for which bidder has no control shall not be applicable to the bidder.</p>	<p>Refer page number 50 of RFP – Undertaking from Bidder (Annexure III).</p>

Sr. No.	RFP reference	Query	India Exim Bank's Response
		EVALUATION OF BIDS	
36)	<p>Page number 39 Technical Evaluation</p> <p>A. During the discussion / presentation, the Bank has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment in the event the Bank is not satisfied with the performance.</p> <p>B. It may be noted that the key members of the team proposed in the Technical Proposal (in Annexure IX) will need to necessarily be made available to the Bank for delivery of the assignment and they should be present during the presentation.</p>	<p>Request to amend the clause and remove the interview process as the bidder shall be liable for deployment of resources and delivery of the project. The bidder may have a strong backend team to support the proposed team for delivery of the project.</p> <p>Request clarification on the clause whether the proposed team require to be onsite at bank premises during the complete period of the project or the proposed resource shall deliver remotely and be present at the bank premises as and when required.</p>	<p>No change</p> <p>The audit will be carried out onsite from the Bank's Head Office where the primary DC is located and at the DR site at Bangalore Office. The Bank has eleven domestic regional offices (Refer Exim Bank's website for further information). All locations (HO&RO) are to be covered under the audit. The audit is required to be conducted onsite from HO and Bangalore Office (from DR site), except external PT.</p>
37)	<p>Page number 40 Evaluation Criteria</p>	Request to amend the clause as:	No change

Sr. No.	RFP reference	Query	India Exim Bank's Response
	<p>3 Marks - For each Infrastructure Audit completed per SCB / FI in the last three years</p> <p>2 Marks - For application audits other than the Infrastructure Audit conducted per SCB / FI in the last three years</p>	<p>"3 Marks - For each Infrastructure Audit completed per Govt. / PSU / SCB / FI in the last three years</p> <p>2 Marks - For application audits other than the Infrastructure Audit conducted per Govt. / PSU / SCB / FI in the last three years"</p>	
INSTRUCTIONS TO BIDDERS – Annexure I			
38)	Page Number 45 Location	Request to share the details of the offices under the scope for travel estimation.	The audit shall be conducted in the Bank's HO at Mumbai where the primary DC and SOC are located and the DR site at Bangalore. Travel expenses will not be borne by the Bank.
39)	Page Number 46 Payments 70% of the contract value shall be paid on submission of Final Audit report and the remaining amount shall be paid on submission of Post Audit Compliance review report.	We understand that the liability for any delay for which bidder has no control shall not be applicable to the bidder and shall not affect the payment to the bidder.	Refer page number 50 of RFP – Undertaking from Bidder (Annexure III).
ELIGIBILITY CRITERIA – Annexure VII			
40)	Page Number 56 A. The bidder should have a minimum pool of twenty resources with any of the following qualifications: CISA/ CISSP / CCNA / CISM / GIAC (SANS), DISA / CA / CEH /ORACLE.	<p>Request to add ISO 27001 to the requirement as it also deals with information security assessments.</p> <p>Since IS audit has been mentioned it is requested to include ISO 27001 in the requirements.</p>	<p>No change in the eligibility criteria.</p> <p>No change in the eligibility criteria.</p>

Sr. No.	RFP reference	Query	India Exim Bank's Response
	<p>The Service Provider/bidder should have at least 05 professionals having valid certification of CISSP/CISA as full-time employees and experience of at least five years of IS audit.</p> <p>B. The Bidder should have satisfactorily executed two contracts of similar nature in Banking, financial services, and insurance (BFSI) sector, costing not less than ₹500,000/- per contract during the last two years.</p> <p>C. The bidder's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution.</p> <p>D. The bidder should have annual turnover of not less than ₹22.5 Lakhs in the last three years as per latest available financials.</p>	<p>The Service Provider / Bidder should have at least 03 professionals having valid certification of CISSP/CISA as full-time employee and experience of at least 5 years.</p> <p>Request to amend the clause as: "The Bidder should have satisfactorily executed two contracts of similar nature in Banking, financial services, and insurance (BFSI) / PSU/ Govt. / Finance sector, costing not less than ₹10,00,000/- per contract during the last two years."</p> <p>Documentary Proof of Purchase Order / Work Order / contract copy / customer credentials to be submitted.</p> <p>Request to remove the clause as the point is restrictive and generally not feasible.</p> <p>Considering the criticality of the project we suggest to consider "minimum ₹50 crores turnover" in the last three financial years for the bidder.</p>	<p>No change in the eligibility criteria.</p> <p>No change</p> <p>The clause mentions other options that can be submitted as evidence. There is no change in the existing clause.</p> <p>No change in the eligibility criteria.</p> <p>No change in the eligibility criteria.</p>

Sr. No.	RFP reference	Query	India Exim Bank's Response
	PROFILE, COMPOSITION AND EXPERIENCE OF TEAM MEMBERS (Annexure IX)		
41)	<p>Page Number 61</p> <p>Bidder's profile with the details of experience / Proposed Team Profile / other staff.</p> <p>Submit the relevant documents / certifications of professionals with experience details.</p>	<p>Request to amend and remove "Bidder's profile with the details of experience / Proposed Team Profile / other staff." as it is not relevant to the criteria.</p>	<p>No change</p>
	NON – DISCLOSURE AGREEMENT (Annexure XIV)		
42)	<p>Page Number 71</p> <p>Term: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between and India EXIM Bank.</p>	<p>Request to clarify the duration of the project. Whether it is one year or three years.</p>	<p>The appointment will be on annual basis. As mentioned on page number 44 – Notification of Outcome, "The contract may be extended by a further period up to a maximum of two years, at the sole discretion of India Exim Bank, subject to satisfactory yearly performance review of the firm after the deliverable".</p>

ANNEXURE II

FORM A - COMMERCIAL PROPOSAL FORMAT

Provide a summary of Cost as per the following format:

Sr. No.	Particulars	Cost of 1 st year audit in ₹ (A) (including all taxes)	Cost for 3 years of audit in ₹ (A x 3) (including all taxes)
1	Information Systems Audit of IT Infrastructure and Processes Audit cost as mentioned in the scope		
	Total*		

***The amount quoted above must match with the amount quoted on the GeM portal
(Financial / Price Bid Section)**

Terms and Conditions

- In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- Any financial proposal which is conditional and / or qualified or subject to suggestions will be summarily rejected.
- This is a fixed price contract. All prices should be quoted in ₹ only. Total cost will be inclusive of GST and other applicable taxes, if any.
- The pricing offered in this tender shall remain fixed and unchanged for a period of three years from the date of contract execution. No adjustments or modifications to the pricing structure shall be made during this period, ensuring consistency and stability in costs for the duration of contract.



**Request for Proposal
for
Undertaking Information Systems Audit of IT
Infrastructure and Processes and Cyber
Security Audit**

Head Office:

**Center One Building, 21st Floor,
World Trade Centre Complex,
Cuffe Parade, Mumbai – 400 005**

This document is the property of Export-Import Bank of India ('Exim Bank'). It may not be copied, distributed, or recorded on any medium, electronic, or otherwise, without obtaining the written permission of Exim Bank. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited, and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

TABLE OF CONTENTS

Sr No	Description	Page No.
1	Quotation Bid Notice	3
2	General Tender Details	4
3	Mandatory information required for pre-qualification of the Bidder	6
4	Information for Bidders	7
5	Conditions for Micro, Small and Medium Enterprises (MSMEs)	9
6	General Conditions of RFP	11
7	Terms of RFP	17
8	Introduction about India Exim Bank	21
9	Scope of Work	23
10	Process of Selection	32
11	Submission of Bids	38
12	Evaluation of Bids	39
	Annexures	
13	Instructions to Bidders (Annexure I)	45
14	Letter of Proposal (Annexure II)	48
15	Undertaking from The Bidder (Annexure III)	50
16	Self-Declaration for Compliance (Annexure IV)	52
17	Declaration for Acceptance of RFP Terms and Conditions (Annexure V)	54
18	Declaration for Acceptance of Scope of Work (Annexure VI)	55
19	Eligibility Criteria of the Bidder (Annexure VII)	56
20	Detailed Profile (Annexure VIII)	59
21	Profile, Composition and Experience of Team Members (Annexure IX)	61
22	Commercial / Financial Bid Submission Form (Annexure X)	63
23	Form A - Commercial Proposal	65
24	Statement of Nil Deviations (Annexure XI)	66
25	Letter of Competence Format (Annexure XII)	67
26	Pre-Bid Query Format (Annexure XIII)	68
27	Non-Disclosure Agreement (NDA) (Annexure XIV)	69
28	Pre-Contract Integrity Pact (IP Agreement) (Annexure XV)	75

QUOTATION BID NOTICE

Export-Import Bank of India, a corporation established under the Export-Import Bank of India Act, 1981, having its head office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter referred to as “EXIM Bank / India Exim Bank / the Bank”) which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its Affiliates, subsidiaries, successors and assigns.

India EXIM Bank invites bids from eligible bidders for **“Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit”**.

1. The mode of tendering is through e-Tendering at GeM portal. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.
2. Vendor registration can be done online at GeM portal.

3. CONTACT INFORMATION FOR E-TENDER PROCESS

Government e Marketplace (GeM)

Help Desk Walk-In Address:

2nd Floor, Jeevan Tara Building, 5-Sansad Marg, Near Patel Chowk, New Delhi-110001 India

Landline Numbers:

Toll Free Numbers (Inbound): Call

1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat)

Helpdesk Outbound Nos: 07556681401, 07556685120, 01169095625

E-mail ID: helpdesk-gem@gov.in

4. India EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

GENERAL TENDER DETAILS

Tender Document for	Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit of India Exim Bank for FY 2024-25.
Tender Reference No.	Refer GeM portal
EMD Amount & Mode of payment (DD)	₹ 50,000/- (through DD) Demand Draft (DD) in favour of “ Export - Import Bank of India ” payable at Mumbai.
Last date for acceptance of IP Agreement	Refer GeM portal
Place of Submission of DD & IP Agreement original document.	Head of Internal Audit Export Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	Refer GeM portal
Document Downloading Start Date	Refer GeM portal
Pre-Bid Meeting Date	Refer GeM portal
Document Downloading End Date	Refer GeM portal
Last Date and Time for Submission	Refer GeM portal
Technical Bid Opening Date	Refer GeM portal
Address for communication	Same as above
Contact details & E-mail	Ph. 022-22172600, Ext: - 2397 E-mail: mahalaxmi@eximbankindia.in iag@eximbankindia.in
Place of Receipt of E-Tender	Refer GeM portal

Note: Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet. i.e., the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids.

The eligible Bidders may contact M/s Government e Marketplace (GeM) helpdesk team on the methodology of submitting the bids online using a special digital signature / electronic key / password at the date and time specified. The bids placed by the Bidders are confidential and will be opened by the authorized India EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection
2. Operating system – Windows 7/ Windows 10
3. Digital certificate - Class II or III, signing + Encryption, and it should be organizational certificate only
4. Vendor registration can be done online at GeM portal.

For any clarification kindly contact –

Government e Marketplace (GeM)

Help Desk Walk-In Address:

2nd Floor, Jeevan Tara Building, 5-Sansad Marg,
Near Patel Chowk, New Delhi-110001 India

Landline Numbers:

Toll Free Numbers (Inbound): Call

1800-419-3436 / 1800-102-3436

(9:00 am - 10:00 pm Mon to Sat)

Helpdesk Outbound Nos: 07556681401, 07556685120, 01169095625

E-mail ID: helpdesk-gem@gov.in

Mandatory information required for pre-qualification of the Bidder

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Contents	Particulars	Details
1. Name of the Firm		
2. Name of the Proprietor/Partners/Directors		
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone Nos.		
a.		
b.		
c.		
4. Head Office Address		
5. Email Address		
a.		
b.		
6. Year of Establishment		
7. Registration No. and Date of Registration		
8. Status of the firm (Proprietor/Partnership/Co.)		
9. CERT-In empanelment (From: To:)		
10. Name of Bankers	a.	
	b.	
11. PAN Card No.		
12. GST No.		

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Date:

Place:

INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at GeM portal.
2. The bidders can enroll themselves at GeM portal. Possession of a Valid Class II / III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e-tender.
4. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Please Make sure all format asked as per Sr No 4 and 5 of tender document are properly uploaded online at GeM portal.
7. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, India Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages.
8. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design,

specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

9. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated March 23, 2012, by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a. District Industries Centers (DIC)
 - b. Khadi and Village Industries Commission (KVIC)
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME (MoMSME)
 - h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods / items to be supplied as per Tender.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

5. The MSMEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

6. Relaxation of Norms for Micro & Small Enterprises (MSMEs):

- a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- b. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein India EXIM Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

GENERAL CONDITIONS OF RFP

1. COSTS TO BE BORNE BY RESPONDENTS

All costs and expenses incurred by Respondents / bidder in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations etc. and providing any additional information required by Export-Import Bank of India, will be borne entirely and exclusively by the Respondent.

2. ERRORS AND OMISSIONS

Each Recipient should notify Export-Import Bank of India of any error, fault, omission, or discrepancy found in this RFP document but not later than 10 days prior to the due date for lodgment of Response to RFP.

3. QUERIES TO BE ADDRESSED

The Bidders are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Contact	: Ms. Mahalaxmi Iyer
Designation	: Chief Manager, IAG
Email	: mahalaxmi@eximbankindia.in
Telephone	: 022-22172397

India EXIM Bank in its absolute discretion, may seek additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to from part of that Respondent's response. Respondents should provide details of their contact person, telephone, email, and full address (s) to ensure that replies to RFP could be conveyed promptly.

If India EXIM Bank in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then Export-Import Bank of India reserves the right to communicate such response to all Respondents.

India EXIM Bank in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

4. OTHER TERMS

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service Provider in the Contract) as selected by India Exim Bank. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Penalty for use of Undue influence:** The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the India Exim Bank or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the India Exim Bank or to any other person in a position to influence any officer/employee of India Exim Bank for showing any favor in relation to this or any other contract, shall render the Service Provider to such liability/ penalty as India Exim Bank may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by India Exim Bank.

4. **Termination of Contract:** India Exim Bank shall have the right to terminate this Contract in part or in full in any of the following cases:
 - (a) The Bidder is declared bankrupt or becomes insolvent.
 - (b) India Exim Bank has noticed that the Service Provider has utilized the services of any Indian / Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (c) With mutual agreement
5. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email, addressed to the last known address of the party to whom it is sent.
6. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks, and payments for any other industrial property rights. The Service Provider shall indemnify India Exim Bank against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.
7. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
8. **Evaluation and Comparison of Bids:** The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non- compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a multi-stage process. The stages are:

- a. General Eligibility
- b. Technical specification evaluation
- c. Techno Commercial evaluation

9. Notices to local bodies:

The Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works. Attention of bidders is drawn to the relevant and extant instructions of Govt. Of India (GoI), GFR (General Financial Rules) issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the Firm / Organization and are required to be complied with. As per Central Vigilance Commission (CVC) directives, it is required that Firm / Organization observe the highest standard of ethics and do not resort to any corrupt or fraudulent practices during the procurement and execution of such contracts in pursuance of this policy:

- i "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- ii "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Bank and includes collusive practice among Firm / Organization (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

10. The Bank reserves the right to reject a proposal for award if it determines that the Firm / Organization recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period as per the Bank's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract. During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Firm / Organization, as the case maybe, can do so only with the prior written concurrence of India Exim Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Firm / Organization during the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, the Bank reserves the unconditional right to insist the selected Firm / Organization to replace any team member with another (with the qualifications and competence as required by the Bank) during the Assignment pursuant to this RFP.

11. Non-disclosure of Contract documents:

Except with the written consent of India Exim Bank / Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample, or information thereof to any third party.

12. Liquidated Damages

In the event of the Bidder's / Service Provider's failure to submit the Bonds, Guarantees and Documents, supply the required services / stores / goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Bank may, at its discretion, withhold any payment until the completion of the contract. The Bank may also deduct from the BIDDER / Service Provider as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered stores / services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores / services.

13. All applicants under the RFP absolutely, irrevocably, and unconditionally hereby indemnifies and undertakes to keep the Bank and / or its Directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by India Exim Bank and or its directors, officers, employees, agents, and representatives due to reason of
- (a) breach, misconduct, omission, or
 - (b) negligence on the part of the Firm / Organization and or its directors, employees, in the performance of the Assignment including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Firm / Organization under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Firm / Organization and the Bank.
14. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to the successful bidder(s).
15. Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

TERMS OF RFP

1. This Request for Proposal (RFP) document has been prepared solely for “Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit for India Exim Bank”. The RFP document is not a recommendation, offer, or invitation to enter a contract, agreement, or any other arrangement in respect of the services. This document is meant to provide information only and upon the express understanding that the recipients / bidders will use it only for the purpose set out herein.
2. While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any liability to any person, including any applicant or bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid.
3. The bidders shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by the Bank, attendance of the meetings, etc. and India Exim Bank will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
4. The bidders must apply their care and conduct their investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
5. The Bank reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the bidders or any obligation to inform the affected bidders on the grounds for the Bank’s action or without assigning any reasons, whatsoever. The decision of the Bank shall be final, conclusive, and binding on all the bidders / parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

6. The Bank also reserves the sole right for carrying out any amendments / modifications / changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the Bank's website / GeM portal and these will be binding on the bidders.
7. India Exim Bank reserves the sole right to cancel the RFP at any stage without assigning any reason.
8. Before tendering, the bidders are requested to carefully examine the tender bid documents, terms & conditions of the assignment, Terms of Reference, etc. and if there is or appears to be any ambiguity therein, they should immediately refer the matter to India Exim Bank, for clarification.
9. The proposal submitted by the bidder will remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP closing date.
10. The Bank shall hold a pre-bid meeting on the date and time mentioned in this document. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The bidders are expected to use the opportunity to have all their queries answered. No query will be entertained after the pre-bid meeting. The pre-bid queries are to be addressed to the contact details provided under 'General Tender Details'. The clarification is to be sought quoting page / clause no. of RFP. The text of the clarifications asked, and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank's website. It would be responsibility of the bidder to check the website before final submission of the bids.
11. Any tenders / bids received by the Bank after the deadline for submission of tenders prescribed by the Bank will be summarily rejected and returned unopened to the bidders. The Bank shall not be responsible for any delay or non-receipt / non-delivery of the documents to the Bank on or before the deadline.

12. From the time the proposals are opened to the time of appointment, bidders should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.
13. All queries relating to the RFP, technical or otherwise, must be by written communication / email only and will be entertained by the Bank only in respect of the queries received up to the date and time specified in RFP. The Bank will respond to all the queries in the pre-bid meeting. Bank may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any bidder after the closure of RFP and all such information and material provided will be taken to form part of that bidder's response.
14. The Bank expects a single bidder to have in-house capabilities to deliver the scope as per the Terms of Reference. Formation of the consortium, joint venture, or association of Firm / Organization in whole or part with other firms shall not be permitted. In case the bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.
15. All intellectual property to be developed during the assignment shall be the exclusive property of India Exim Bank, and the Bank will have full authority and discretion towards the way it is utilized, with or without acknowledging the Consultant. Any pre-existing intellectual property of the bidder or IP that is created during the engagement but not intended for the client (incidental IP) will remain under the ownership of the bidder.
16. Confidentiality of all information, documentary or otherwise, gathered during the assignment shall be maintained by the firm, and shall not be disclosed to / shared with any third party without prior written consent of the Bank. Pursuant to completion of the assignment, the firm shall hand back to the Bank / destroy under confirmation to the Bank, all such information.

17. The bidder shall always, refrain from showing the report / work in progress or the completed report / work, to any person not authorized by India Exim Bank.
18. The bidder shall not divulge to any person not authorized by India Exim Bank and will not use for its own purposes, any information concerning the Bank, its staff, or the present assignment, which the Firm may have access to directly or indirectly during the assignment.
19. India Exim Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.

INTRODUCTION ABOUT INDIA EXIM BANK

The Export-Import Bank of India (India EXIM Bank / Exim Bank / the Bank) is the premier export finance institution of the country that seeks to build value by integrating foreign trade and investment with the economic rise of India.

Established by the Government of India, the Bank commenced operations in 1982 under the Export-Import Bank of India Act, 1981 as a purveyor of export credit, mirroring global Export Credit Agencies.

Export-Import Bank of India has taken several IT initiatives to keep pace with changing technology. Bank has Computerized 100% of its offices and has implemented a Centralized Banking Solution (CBS) with Data Centre at Mumbai and Disaster Recovery Site at Bengaluru. The centralized Banking Solution covers all ten domestic offices, which are connected to the Data Centre through a Wide Area Network (MPLS).

In addition, the Bank is using Office 365 for e-mail communication and SharePoint framework for intranet application and other internal workflow automations. Applications from multiple vendors for different internal requirements of the Bank are also in use. The Operating Systems used in Different applications include different flavors of UNIX like AIX, Linux etc., and Windows. The Databases include Oracle, MySQL, Microsoft SQL Server, Access etc. Security measures are enforced at various levels (Application-Level Security, Network Level Security, Database Level Security, OS Level Security, Access Level Controls, and Physical Security etc.). All these measures are in congruence with the Bank's Information Security Policy, Business Continuity & Disaster Recovery Plans & various other regulatory compliances.

OBJECTIVE OF THIS RFP:

1. The Bank proposes to undertake Information Systems Audit of IT Infrastructure and Processes (ISA) & Cyber Security Audit (CSA) of its IT Infrastructure Systems, Applications and Web facing applications / portals as per the activities delineated hereunder in Scope of Work, with a view to check the resilience of the extant infrastructure, enhance the security measures and to adopt best international practices and standards in due course. The ISA & CSA should be conducted in accordance with the guidelines of ISO 27001, RBI, CERT-In, NCIIPC, Govt. of India, OWASP, Information Technology Act 2000 – 2008 (and amendments thereafter) and other international standard guidelines for the same.

2. The audits are to be carried out as per the following frequency –

S. No.	Type of Audit	Frequency of Audit
1.	Information Systems Audit *	Annual
2.	Cyber Security Audit *	Thrice in a Financial Year
3.	Review of Compliance Audit of FY2023-24	One time

***VAPT to be undertaken twice in a financial year.**

SCOPE OF WORK

The scope defined below is illustrative and not exhaustive. Auditors are expected to update and include additional relevant items in these activities to conform to global best practices and currently available knowledge base.

Areas to be covered

i. Information security governance, effectiveness of implementation of security policies and processes

ii. IT Architecture

a. Application Systems and Controls

- Logical Access Controls
- Input Controls
- Processing Controls
- Output Controls
- Interface Controls
- Authorization Controls
- Data Integrity / File Continuity controls
- Review of logs and audit trails

b. Operating Systems Controls

- Adherence to licensing requirements
- Version maintenance and application of patches
- Network Security
- User Account Management
- Logical Access Controls
- System Administration

c. Maintenance of sensitive user accounts

d. Database Controls

- Physical access and protection
- Referential Integrity and accuracy
- Administration and Housekeeping

e. Network Management Audit

- Process
- Risk acceptance (deviation)
- Authentication
- Passwords
- Personal Identification Numbers ('PINS')
- Dynamic password
- Public key Infrastructure ('PKI')
- Biometrics authentication
- Access Control
- Cryptography
- Network Information Security
- E-mail and Voicemail Rules and Requirements
- Information security administration
- Microcomputer/ PC security (All locations)
- Audit Trails
- Violation logging Management
- Information storage and retrieval
- Penetration testing

iii. **Physical and environmental security**

iv. **Maintenance**

a. Change Request Management

- Software developed in-house

- b. Version Control
- c. Software procured from outside vendors
- d. Software troubleshooting

- Helpdesk

- e. File/ Data reorganization
- f. Backup and recovery

- Software

- Data

- Purging of data

- g. Hardware maintenance
- h. Training

v. Privacy and Data Protection

- a. Controls established for data conversion process
- b. Information classification based on criticality and sensitivity to business operations
- c. Fraud prevention and Security standards
- d. Isolation and confidentiality in maintaining of Bank's customer information, documents, records by banks
- e. Procedures for identification of owners
- f. Procedures of erasing, shredding of documents and media containing sensitive information after the period of usage.
- g. Media control within the premises

vi. Business Continuity Management

- a. Top Management guidance and support on BCP
- b. The BCP methodology covering the following:
 - Identification of critical business
 - Owned and shared resources with supporting function
 - Risk assessment based on Business Impact Analysis ('BIA')
 - Formulation of Recovery Time Objective ('RTO') and Identification of Recovery Point

Objective ('RPO')

- Minimizing immediate damage and losses
 - Restoring of critical business functions, including customer-facing systems and payment settlement systems
 - Establishing management succession and emergency powers
- c. Addressing of HR issues and training aspects
- d. Providing for the safety and wellbeing of people at branch or location at the time of disaster
- e. Assurance from Service providers of critical operations for having BCP in place with testing performed on periodic basis.
- f. Independent Audit and review of the BCP and test result
- g. Participation in drills conducted by RBI for Banks using Real Time Gross Settlement (RTGS) / Negotiated Dealing System (NDS)
- h. Maintaining of robust framework for documenting, maintaining, and testing business continuity and recovery plans

vii. **Human Resources**

- a. Recruitment policy and procedures for staff
- b. Formal organization chart and defined job description prepared and reviewed regularly
- c. Proper segregation of duties maintained and reviewed regularly
- d. Prevention of unauthorized access of Former employees
- e. Close supervision of staff in sensitive position
- f. People on notice period moved in non-sensitive role
- g. Dismissed staff to be removed from premises on immediate effect

viii. **IT Financial Control**

- a. Comprehensive outsourcing policy
- b. Coverage of confidentiality clause and clear assignment of liability for loss resulting from information security lapse in the vendor contract
- c. Periodic review of financial and operational condition of service provider with

emphasis to performance standards, confidentiality and security, business continuity preparedness

- d. Contract clauses for vendor to allow RBI or personnel authorized by RBI access relevant information/ records within reasonable frame of time.

ix. IT Operations

- a. Application Security covering access control
b. Capacity Management

c. Service Continuity and availability management

- Consistency in handling and storing of information in accordance to its classification
- Securing of confidential data with proper storage
- Media disposal
- Infrastructure for backup and recovery
- Regular backups for essential business information and software
- Continuation of voice mail and telephone services as part of business contingency and disaster recovery plans
- Adequate insurance maintained to cover the cost of replacement of IT resources in event of disaster
- Avoidance of single point failure through contingency planning

d. Service Level Management

x. Project Management

a. Information System Acquisition, Development and Maintenance

- Sponsorship of senior management for development projects
- New system or changes to current systems should be adequately specified, programmed, tested, documented prior to transfer in the live environment
- Scrambling of sensitive data prior to use for testing purpose

b. Release Management

- Access to computer environment and data based on job roles and responsibilities

- Proper segregation of duties to be maintained while granting access in the following environment – Live, Test, Development
- Segregation of development, test, and operating environments for software

xi. Record Management

a. Record processes and controls

- Policies for media handling, disposal, and transit
- Periodic review of Authorization levels and distribution lists
- Procedures of handling, storage and disposal of information and media
- Storage of media backups
- Protection of records from loss, destruction and falsification in accordance to statutory, regulatory, contractual and business requirement

xii. Technology Licensing

a. Periodic review of software licenses

b. Legal and regulatory requirement of Importing or exporting of software

xiii. IT outsourcing related controls

xiv. Data Centre / DR sites operations and processes / Security Operation Center (SOC)

xv. Vulnerability Assessment and Penetration Testing (VAPT) – Twice in a financial year

xvi. Infrastructure including Application Security

xvii. Application functionality

xviii. Website applications functionality

xix. Cyber Security Audit - As per the standard and latest industry practices and guidelines.

xx. Review the process of user creation & maintenance, and role assignment in RBI DAKSH portal.

Risk-based IS Audit needs to consider the following:

- Identification of an institution's data, application, technology, facilities, and personnel
- Identification of business activities and processes within each of those categories
- Profiles of significant business units, departments and product lines and systems, and their associated business risks and control features, resulting in a document describing the structure of risk and controls throughout the institution
- Use a measurement or scoring system that ranks and evaluates business and control risks for business units, departments, and products

The auditor will be required to assess whether the Board-approved policies issued are appropriate to the information system needs / requirements of the organization. Further, the auditor will be required to assess whether the policies are being adequately enforced, including the communication of the policies, existence and awareness of standards, procedures, and methodologies to support the policies, allocation of the responsibility for enforcing the policies and the system, put in place by the organization, to monitor and report on the compliance with the policies.

IT Infrastructure of The Bank

1. The IT Infrastructure can be broadly described as under:

Device Type	Quantity	Platforms
Physical Servers	207 (including VMS)	Windows, RHEL, AIX and Centos
Databases	40 instances	Oracle, MSSQL, Postgres, MariaDB
Desktop / Laptops	600	Windows
Network Devices	100	CISCO
Security Devices	26	22 - FortiGate, 04 - Palo Alto (Firewalls HO + ROs)

2. WEBSITES

- <https://eximbankindia.in>
- <https://eximmitra.in/>
- <https://portal.eximbankindia.in>
- <https://www.eximnetra.in>
- <https://www.grants.eximnetra.in>
- <https://jeevanpraman.eximbankindia.in>
- <https://asianeximbanks.org/>
- <https://eximbankbod.in>

3. The Bank has computerized most of its functional areas using external consultation and internal expertise. The various applications include:

Sr No.	Applications / System Software
1	Arcon PAM
2	Solarwind Orion
3	Palm Vein Attendance System
4	Sophos NGAV
5	Barracuda Email Archiver
6	Security Compliance Management
7	Manage Engine AD360
8	Manage Engine Desktop Central
9	Manage Engine Service Desk Plus
10	Active Directory
11	Microsoft System Center Configuration Manager
12	Database Activity Monitoring (DAM)
13	WAF
14	DMARC
15	Oracle Enterprise Manager
16	CISCO ISE (Identity Service Engine)
17	Dell EMC Avamar Backup Solution
18	IBM Tivoli
19	Arcserve backup solution
20	Microsoft 365
21	Finacle Core
22	Compass
23	Dow Jones Sanction List Subscription
24	Automated Data Flow (ADF)
25	Linguify

Sr No.	Applications / System Software
26	Early Warning Signals (EWS) application fulkrum
27	ContentVerse software for Document Management System (DMS)
28	CRISIL Rating Model
29	Visitor Management
30	SWIFT
31	SFMS
32	Finacle Treasury
33	CERMO
34	Voice Recorder
35	Bankbook
36	CCIL Applications
37	RBI Application - Ekuber
38	IBM MQ Websphere
39	XMM Middleware Application
40	Refinitiv Dealing Applications
41	Bloomberg Terminal
42	Accops
43	LOC NETRA Intranet Application
44	LOC NETRA Dashboard Application
45	Grants (DPA3) Dashboard Application
46	TICE (Microsoft SharePoint) Intranet Application
47	BoardPac
48	EXIM BANK INDIA Website
49	PAPR (Legacy PAPR)
50	Salary
51	FAR (Fixed Asset Register)
52	EXIM Mitra
53	Darwinbox (New PAPR)
54	IBM Qradar
55	DLP

PCs, Laptops, printers etc. are spread across all offices connected to Head office through MPLS connectivity. It is proposed to audit for the PCs / laptops, for whitelist and policy on a sample basis, to cover at least 10 % of the PCs / laptops assets present at each office location (India operations) during the audit.

4. Applications, websites, infrastructure devices may be added during audit.

PROCESS OF SELECTION

The process of selection would include the following:

- i. Issuance of RFP.
- ii. Clarification / Pre-Bid Meeting.
- iii. Submission of Bids.
- iv. Opening of Eligibility & Technical Bids.
- v. Discussion / Presentations of the bidders meeting eligibility criteria with selection committee – Assign Technical Score.
- vi. Opening of financial bids of the bidders that are technically qualified (Technically qualified bidders will be ones that have scored above the predefined threshold decided by the Bank)
- vii. Assign Commercial Score.
- viii. Award of contract, based on the combined score of the bidder

Eligibility

Bidders meeting the eligibility criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

The bidder or its subsidiaries / associates shall not be currently involved in any other audit activity with India EXIM Bank. If the firm was involved with India EXIM Bank for any audit activity in the past but a one-year cooling period has not lapsed since the completion of that contract, such firms are not eligible.

Non-submission of any of the specified documents by the bidder would result in rejection of bid. Exim Bank reserves the right to ask for additional/ alternate documents from the bidder. The firms meeting the above eligibility criteria will be taken forward to the next stage of technical evaluation. The evaluation committee reserves the right to verify / evaluate the claims made by the vendor independently. Any decision in this regard shall be final and binding upon the bidder.

Technical Evaluation

The objective of designing this evaluation method is to facilitate the selection of the most technically capable Bidder / Service provider, which can appropriately meet the business / audit requirements of the India Exim Bank. The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by India Exim Bank.

ii. The first stage of evaluation will be evaluating the technical proposals of the shortlisted bidders after the eligibility screening. The bidders scoring less than 75 marks (cut-off marks) out of 100 marks in the technical evaluation shall not be considered for further evaluation. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will be invited for next stage of techno-commercial evaluation process.

iii. The decision of India Exim Bank with respect to evaluation would be final and binding on all the Bidders to this document. India Exim Bank may accept or reject an offer without assigning any reason whatsoever.

iv. The Technical bid would be rated on a total score of 100 and the ranking of technical score would be derived for each Bidder.

Techno - Commercial Evaluation

- i. Commercial Bid will be opened only if the Technical Bid is cleared and accepted.
- ii. India Exim Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, Exim Bank may seek specific clarifications from any or all the Bidders.
- iii. India Exim Bank's decision with respect to evaluation methodology will be final and binding and no claim, whatsoever, in this regard will be entertained.
- iv. India Exim Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by India Exim Bank shall be final, conclusive, and binding on the Bidders.
- v. At the sole discretion and determination of the India Exim Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this tender. The evaluation of the response to this tender will be done on a 70-30 techno-commercial evaluation method. 70% weightage is to the response to Table below –

“Technical Bid evaluation criteria” and 30% weightage is to the response to “Commercial Bid”. The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology is given below:

$$\text{Total score} = 0.70 \times T(s) + 0.30 \times F(s)$$

Where:

$$F(s) = (\text{LEC} / \text{EC}) \times 100$$

Acronyms:

T(s) stands for percentage of technical evaluation score out of 100.

F(s) stands for percentage of a consultant's commercial price compared to the lowest quoted price.

EC stands for 'Evaluated Cost of the Commercial' offer quoted for by the consultant.

LEC stands for 'Lowest Evaluated Cost of the Commercial' offer amongst the consultants.

vi. The consultant scoring the highest marks based on the criteria given above will be awarded all the assignments given in the scope of work.

vii. Commercial Bid of only technically qualified bidders will be opened in the presence of technically qualified Bidder's representatives on date and time which will be communicated to the qualified Bidders in due course.

viii. if the bidder fails to score for any line item in minimum technical specification, the India Exim Bank reserves the right to score them '0' (zero).

SPECIAL CONDITIONS OF TENDER

1. **Advance Payments:** No advance payment(s) would be made. 70% of the contract value shall be paid on submission of Final Audit report and the remaining amount shall be paid on submission of compliance on audit report.

2. Force Majeure clause:

a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of action of these circumstances and their consequences.

c) The party, for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.

d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

Other Audit Related Information

Auditors:

The audit should be conducted by auditors with necessary qualifications [such as CISA/ DISA / CISSP / CISM / GIAC(SANS) / CA / CEH] and adequate experience in the audit areas identified in the scope and must possess functional knowledge of Banking domain.

Audit Findings & Reports:

The deliveries should be effected i.e. Audits should commence within a period of 15 days from the date of engagement letter/ Letter of Appointment (LoA).

The selected bidder, before starting of Audit, may finalize the checklist viz-a-viz Exim Bank's current IS Policy & Guidelines, Cyber Security Policy, and International/ ISACA/ COBIT/ RBI standards. The audit checklist and audit procedures must be shared along with the audit report.

Deliverables Under the Information Systems of IT Infrastructure and Processes Audit – the Bidder / Service Provider will deliver the following indicative reports that should be covered for the area-wise auditing-

- On completion of IS Audit, the selected bidders will be required to prepare Audit reports as per ISACA / RBI standards and submit three copies duly signed

- The report should cover the Executive summary with major risk, its impact, and recommendations.
- The report findings should cover all the areas separately as mentioned in the scope and observations should be duly mapped to the scope.
- Risk to the business based on any exploits that were found.
- Brief audit approach and methodology including selection of the samples
- The assessment report should contain a test plan that shows what tests were conducted and its status.
- Audit observations against the value statements in the checklist prepared along with the Impact, Risk rating, Recommendations for risk mitigation.
- The reports of the ISA & CSA findings will include the risk areas which are to be categorized in High Risk, Medium Risk, and Low Risk categories. The possible solutions for addressing the risk areas are to be clearly indicated in the report to facilitate Gap Closer activities.
- The soft copy of the Audit report in word / excel format to be submitted along with the reports.

Compliance Audit:

The selected bidder after submission of Audit reports as mentioned above will be required to conduct post audit compliance review within eight weeks from receipt of Action Taken Report from the concerned Group. The selected bidder to evaluate the status of compliance by the Audited entity and report the findings in Post audit compliance review report.

Duration of Audit:

The audit process is to be initiated as per frequency from the date of Letter of Appointment (LoA). Endeavour is to complete the Compliance audit of ISA and CSAs within six months from the date of submission of ISA report to India Exim Bank.

SUBMISSION OF BIDS

Rules for Responding to this RFP -

1. The firms / bidders should use the formats prescribed by the Bank for submission of the RFP Response. Documents not required as part of the Tender should not be provided.
2. All bid responses would be deemed to be irrevocable offers / proposals from the firms / bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder / firm. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.
3. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
4. If related parties (as defined below) submit more than one bid, then both/all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:
 - a) Bids submitted by the holding company and its subsidiary.
 - b) Bids submitted by one or more companies having common director/s.
 - c) Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
 - d) Bids submitted by one or more companies in the same group of promoters/ management.
 - e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.
5. The Commercial Proposal shall be submitted as per the format attached **Annexure X**. The projects total contract amount shall be fixed lump sum including fees and all expenses but excluding GST and other taxes, if any. The amount should be quoted in Indian Rupees only. The commercial proposal shall not include any conditions attached to it and any such conditional commercial proposal shall be rejected summarily.

EVALUATION OF BIDS

Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the 'General Tender Details' page given at the beginning of the RFP. During the opening of the bids, the bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the bidders for deputing their representatives. The representative must submit an authority letter authorizing him/ her to represent and attend the Bid opening on behalf of the firm. The authorized representative having photo identification, present shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the bidders.

Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The firms meeting the eligibility criteria will be taken forward to the next stage of technical evaluation.

Technical Evaluation

The technical bid submitted will be evaluated by a Selection Committee of the Bank. The Selection Committee would undertake a discussion / presentation with the bidders on the understanding of the key challenges before the Bank, proposed Approach and Methodology to be adopted, experience of proposed team, delivery time etc. The technical capabilities and competence of the firm should be clearly reflected in the discussion / presentation. The Bank will inform the date, time, and venue of the discussion / presentation to the companies / firms that have met the eligibility criteria.

It may be noted that the key members of the team proposed in the Technical Proposal (in **Annexure IX**) will need to necessarily be made available to the Bank for delivery of the assignment and they should be present during the presentation. During the

course of the discussion / presentation, the Bank has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment in the event the Bank is not satisfied with the performance.

Based on the details submitted by the bidders in the Technical Proposal and the Discussion / Presentation with the bidder, the Technical Evaluation of the eligible firm will be carried out as per the detail outlined below:

Sr. No.	Evaluation Criteria	Evaluation Parameters	Maximum Marks
1.	<p>Minimum turnover of the Company in the last three financial years</p> <p>₹5 to <₹10 Crore = 5 Marks ₹10 to ₹20 Crore = 10 Marks > ₹20 Crore = 15 Marks</p>	As per eligibility Criteria	15
2.	<p>Whether Bidder has Pan India presence.</p> <p>Office with resources in Mumbai – 2 marks</p> <p>Offices with resources in more than 5 cities (incl. all metros) – 3 marks</p> <p>Offices with resources in more than 10 cities (incl. all metros) – 5 marks</p>	Submit the details to substantiate the Pan India presence	5
3.	<p>Period of CERT-In Empanelment</p> <p>1 to <5 Years = 5 Marks 5 to 10 Years = 10 Marks > 10 Years = 15 Marks</p>	As per eligibility Criteria	15

Sr. No.	Evaluation Criteria	Evaluation Parameters	Maximum Marks
4.	<p>Infrastructure Audits, Application Audits, Security Operation Centre (SOC) Audits completed and BCP Audits completed (in the last 3 years) in any Scheduled Commercial Bank (SCB) in India, Govt. Institution / FI/ BFSI Sector.</p> <p>3 Marks - For each Infrastructure Audit completed per SCB / FI in last 3 years</p> <p>2 Marks - For application audits other than the Infrastructure Audit conducted per SCB / FI in last 3 years</p> <p>2 Marks - For SOC audits / BCP audits conducted per SCB / FIs in last 3 years</p>	As per eligibility Criteria	30
5.	<p>Proposed Audit Approach & Methodology to be adopted for the audit, IS audit tools to be used, estimated time and report architecture.</p> <p>India Exim Bank may ask the bidder to give presentation on Audit approach and methodology for demonstration of in-depth understanding of the scope of the assignment. Recommendations for improvements in-line with global practices.</p>	<p>Submit the Audit Plan.</p> <p>Submit the profile of proposed team with experience and certifications</p>	20

Sr. No.	Evaluation Criteria	Evaluation Parameters	Maximum Marks
6.	<p>Expertise / Skills available - CISA/ CISSP /CA/ CISM / GIAC(SANS)/ CEH/ DISA /ORACLE for Bidder existing profile. The SP/bidder should have at least 05 professionals having valid certification of CISSP/CISA as full-time employee and experience of at least 5 years.</p> <p>2 Marks - For each CISA/CISSP/CISM/CA Resource 1 Mark - For each CEH/DISA/CCNA/ORACLE Resource</p>	<i>Submit the profile of Bidder's existing team with experience and certifications.</i>	15
	TOTAL		100

For evaluation, 'scheduled commercial banks' in India excludes Regional Rural Banks and Co-operative Banks.

Note: The Bidder/ Vendor should meet the technical specification as per scope of work. In case of non-compliance to any one of the technical specifications, **India Exim Bank reserves the right to score them '0' (zero).**

Opening of Financial Bids and Combined Score

The evaluation criteria will be based on Quality and Cost Based Selection (QCBS) on 70:30 valuation [Techno-Commercial]. Financial proposals of only those bidders who are technically qualified (scoring 75 and above) shall be opened on the date and time to be advised to the qualified bidders, in the presence of the bidders and / or their representatives who choose to attend. The Bank, at its sole discretion, may also choose to lower the minimum score from 75 marks for technical qualification. The marks scored in the technical bid which essentially rates the bidder on technical criteria will be given a weightage of 70%. The financial bids will be given a weightage of 30%. The final score of technical and financial will determine the ranking of the bidder, who are technically qualified. In case of a tie in the final score between bidders, the bidder with a higher technical score will be given a higher rank. The final score will be calculated as per the calculation methodology given below:

Calculation of Combined Score

$$\text{Combined Score} = 70 \times (\text{ETS})/(\text{HTS}) + 30 \times (\text{LR}/\text{R})$$

HTS = Highest evaluated technical score among the qualified bidders

ETS = Evaluated technical score of the bidder

LR = Lowest rate quoted among the qualified bidders

R = Rate quoted by the bidder

Notification of Outcome

India Exim Bank shall issue a Letter of Intent to the selected Applicant as per the above evaluation process followed by negotiation. The Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of India Exim Bank shall be final, conclusive, and binding on all the bidders / parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

The selected firm shall sign the contract within thirty days and is expected to commence the assignment soon thereafter. The contract will have usual terms and conditions for execution of this type of assignment. If the selected firm based on highest combined score fails to enter contract due to whatsoever reasons, the Bank will invite the next ranked bidder for negotiations and award of the contract. The assignments shall be completed within stipulated time by India Exim Bank. The contract may be extended by a further period up to a maximum of two years, at the sole discretion of India Exim Bank, subject to satisfactory yearly performance review of the firm after the deliverable.

INSTRUCTIONS TO BIDDERS

1.0	Location
	Export-Import Bank of India, 21 st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400005, and Regional Offices across pan India.
2.0	Bidders must get acquainted with the proposed work, specifications, conditions of contract, and other conditions carefully before tendering. The Tenderer shall email clarifications. No request for any change in conditions shall be entertained after the pre-bid date of the tender.
3.0	Any printing or typographical errors / omission in the tender document shall be referred to India EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.
4.0	All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.
5.0	Respondents should provide details of their contact person, telephone, fax, email, and full address(s) to ensure that replies to RFP could be conveyed promptly.
6.0	Transfer of Tender Documents
	Transfer of tender documents purchased / downloaded by one intending Bidder to another is not permitted.
7.0	Contract
	<p>a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other bidder.</p> <p>b) The Supplier / Selected Bidder shall not use any documents, data, and</p> <p>c) other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract</p>

8.0	Payments
	<p>a) No advance amount will be paid under this assignment. The payment will be made only after receiving the Hard-Copy Invoice after the submission of final reports.</p> <p>b) 70% of the contract value shall be paid on submission of Final Audit report and the remaining amount shall be paid on submission of Post Audit Compliance review report.</p> <p>c) The applicable TDS will be recovered from the invoice amount while making payments and Form-16 will be issued in due course.</p> <p>d) All invoices will be paid by the Bank within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.</p>
9.0	Signing of the contract
	<p>a. Pre-Contract Integrity Pact [Integrity Pact Agreement (IPA)] to be executed by bidder as per format at Annexure XV and to be enclosed along with the bid document.</p> <p>b. The successful Bidder shall be required to execute a non-disclosure agreement (NDA) with India Exim Bank upon receipt of the notice of acceptance of offer, as per format at Annexure XIV. In the event of failure on the part of the successful Bidder to sign the agreement in the within the stipulated period, the Bank may cancel the order.</p> <p>c. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of tender issued to the successful Bidder and accepted by him may be operative and binding on India EXIM Bank and the Service Provider.</p> <p>d. On acceptance of the tender, the name of the accredited representatives of the Bidder, who would be responsible for taking instructions from India EXIM Bank, shall be mentioned by the Bidder.</p>
10.0	Termination of the Contract
	<p>The Bank has the right to reduce or increase the scope of work. The Bank may give three months' notice period for termination of contract if the service is not satisfactory to the Bank.</p>

I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Bidders.

Sign:

Date:

Place:

LETTER OF PROPOSAL

(On Company Letterhead)

Date: [insert day, month, and year]

Location:

To:

**Head of Internal Audit
Export- Import Bank of India,
Floor 21, Centre One
Building, World Trade
Centre, Cuffe Parade,
Mumbai 400 005**

We, the undersigned, apply for (Tender Ref: _____) Undertaking
Information Systems Audit of IT Infrastructure and Processes and Cyber Security
Audit as per the RFP document and declare that:

- (a) We have examined and have no reservations to the RFP document. We have no conflict of interest for undertaking the proposed assignment.
- (b) We meet the eligibility requirements as stated in the RFP document. We confirm that we have the requisite in-house expertise to carry out the proposed assignment.
- (c) We confirm that we have not defaulted in any loan to any Bank/FI and our account has not been classified as Non-Performing Asset (NPA) with any Bank/FI. We further confirm that none of our companies/promoters/directors/partners in India appear in ECGC Specific Approval List, RBI Caution List, RBI Willful Defaulter List (Suit filed as well as non-suit filed) and CIBIL Defaulter List, updated from time to time. On being included in any of the above lists, we shall immediately inform Exim Bank on the inclusion and reason for inclusion thereof.
- (d) We confirm that our firm has not been banned/ debarred / blacklisted or declared ineligible for corrupt and fraudulent practices by the Govt. Of India, State Govts / RBI / ICAI and Multilateral agencies such as the World Bank, Asian Development Bank, African Development Bank. We also note to inform the Bank immediately if the above actions are

taken against our firm during the entire bidding process.

- (e) We understand that you may cancel the selection process at any time and that you are not bound to accept any Application that you may receive without incurring any liability to the Applicants.
- (f) All information, statements and description contained in the Application are in all respect true, correct, and complete to the best of our knowledge and belief. We understand that misrepresentation of facts in our application and contravention to any of the terms and conditions of RFP may lead to rejection of our application.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name [insert full name of person(s) signing the Application]

In the capacity of *[insert capacity of person(s) signing the Application]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number] day of [insert month], [insert year]*

Board Resolution *for the authorized signatory signing the documents / bids*

UNDERTAKING FROM THE BIDDER***(On Company Letterhead)***

Date: [insert day, month, and year]

Location:

*To,***Head of Internal Audit,
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005**

Dear Sir,

Ref: Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit at India EXIM Bank as per the RFP document (Tender Ref: dated)

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub Service Providers without the prior approval of India EXIM Bank.

I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, octroi, LBT, VAT, GST, Duties, all Royalties, and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree India Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from India Exim Bank, during the work, India Exim Bank reserves the right to terminate my contract.

Yours truly,

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

SELF - DECLARATION FOR COMPLIANCE

(On Company Letterhead)

Date: [insert day, month, and year]

Location:

I < **Name** > working as < **Designation** > in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company. After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that;

1. My company complied with all applicable laws, enactments, orders, rules, regulations, and other statutory requirements of the Central Govt. In India, the State Govt. and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintain proper registers, records, documents, and books and filed proper returns, forms, and statements and furnished necessary particulars to the relevant authorities.
4. Not done or committed any act or entered any transactions in violation of any statutory provisions.
5. My company shall strictly follow and comply with the Export-Import Bank of India's policies, procedures, and security measures during the contract period.
6. My company will produce all documents for the verification process as per Exim Bank's requirements and various audit compliance.

Only Bidders that fulfil all the eligibility criteria, as mentioned above, are eligible to participate in this Bid. The Bidders / Service Provider should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Bank's discretion on 'Eligibility Criteria' is final.

Note to Vendors/ Bidders:

All the support documents need to be submitted duly indexed / numbered sequentially in the above order with respective eligibility criteria. The Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the bid(s), if required.

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

DECLARATION FOR ACCEPTANCE OF RFP TERMS & CONDITIONS**(On Company Letterhead)**Date: [insert day, month, and year]
Location:

To,
Head of Internal Audit
Export-Import Bank of India
Floor 21, Centre 1 Building
World Trade Centre, Cuffe Parade
Mumbai - 400005

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document (Tender Ref: _____ dated _____) for selection of a vendor for Request for Proposal for "Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit". I declare that all the provisions of this RFP/Tender Documents are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Signature of the Authorized Signatory
[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK

(On Company Letterhead)

Date: [insert day, month, and year]

Location:

To,

**Head of Internal Audit
Export-Import Bank of India
Floor 21, Centre 1 Building
World Trade Centre, Cuffe Parade
Mumbai - 400005**

Dear Sir,

I have carefully gone through the "Scope of Work" contained in the RFP document (Tender Ref: _____ dated _____) for selection of vendor for Request for Proposal for "Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit". I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Signature of the Authorized Signatory
[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

ELIGIBILITY CRITERIA OF THE BIDDER

The following format must be filled by the Bidder and must be submitted along with the technical bid and relevant documentary proof.

Sr. No.	Eligibility Criteria	Documents to be submitted
1.	The bidder should be a registered Company / Partnership Firm / LLP under the Indian Companies Act 2013 or Partnership Act 1932 or Indian LLP Act 2008 and should have an office in Mumbai. The bidder should be in existence for a period of at least 5 years as on the RFP issuance date.	Company's Registration document and valid address proof / relevant document for Mumbai office.
2.	The bidder should have annual turnover of not less than ₹5 Crores in the last three years as per latest available financials.	Auditor's Certificate or Audited Balance sheet and P&L statement should be uploaded.
3.	The bidder's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution.	Letter of Proposal to this effect should be obtained from the Auditor who has signed the latest audited Balance Sheet of the Bidder as on the RFP issuance date. Letter of Proposal from the Bidder as per Annexure II .
4.	The Bidder should have satisfactorily executed two contracts of similar nature in Banking, financial services, and insurance (BFSI) sector, costing not less than ₹500,000/- per contract during the last 2 years.	Documentary Proof of Purchase Order / Work Order / contract copy / customer credentials to be submitted.
5.	The bidder should be empaneled with CERT-In and should remain in panel during the currency of the contract.	All the CERT-In Certificates.
6.	The bidder should have a minimum pool of twenty resources with any of the following qualifications: CISA/ CISSP / CCNA / CISM / GIAC (SANS), DISA / CA / CEH /ORACLE. The Service Provider/bidder should have at least 05 professionals having valid certification of CISSP/CISA as full-time employees and experience of at least five years of IS audit.	Bidder's profile with the details of experience / Proposed Team Profile / other staff. Submit the relevant documents / certifications of professionals with experience details.

Sr. No.	Eligibility Criteria	Documents to be submitted
7.	The Bidder to confirm that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.	Letter of Proposal from the Bidder.
8.	The Bidder to provide an undertaking on its letter head that all the technical features highlighted as part of 'Technical bid criteria' are covered in totality in the proposal submitted by the bidder.	Letter of Proposal from Bidder with suitable mapping under different audit segments.
9.	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs / FIs) nor there should be any criminal case registered / pending against the firm or its owner / partners, anywhere in India.	Submit an Undertaking in this regard and enclose latest empanelment letters from PSBs/FIs. Letter of Proposal to be submitted as mentioned in Annexure II .
10.	The bidder is to submit a duly signed Non-Disclosure Agreement (NDA) in original.	The firm to submit Non-Disclosure Agreement (NDA), as per Annexure XIV . Scanned copy to be uploaded on the E-tender portal. Original document to be sent to India Exim Bank, Head Office, Mumbai, as mentioned in the tender document.
11.	The bidder is to submit a duly signed Integrity Pact Agreement (IPA).	The firm to submit Pre-Contract Integrity Pact, as per Annexure XV . Scanned copy to be uploaded on the E-tender portal. Original document to be sent to India Exim Bank, Head Office, Mumbai, as mentioned in the tender document.

For the purpose of evaluation, 'scheduled commercial banks' in India excludes Regional Rural Banks and Co-operative Banks.

Apart from above, the bidder is required to meet the following minimum eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below –

- Bidder must have Pan India presence and should have office in Mumbai. (Please provide the details such as address of the office, contact no. of the office, number of & level of technical staff working at these places etc.)

- The Core Audit Team proposed by the Service Provider/ bidder should be employees on the rolls of the Service Provider/ bidder. No part of the engagement shall be outsourced by the selected Service Provider/ bidder to third party vendor.
- Existing India Exim Bank's CBS consultant/any other consultant/supplier are not eligible to participate in the audit.
- Bidder response should be complete; Yes / No answer is not acceptable.
- Documentary proof, sealed and signed by authorized signatory, must be submitted.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
- Only Bidders who fulfil ALL the eligibility criteria as mentioned above are eligible to participate in this Bid. The Bidders should submit their responses along with documentary evidence (sealed and signed by authorized signatory and self-declaration), as required for the above eligibility criteria.
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approvals of the clients in advance before submission of the related information. India EXIM Bank will not make any separate request for submission of such information.
- Proposals of those bidders, which do not fulfil any of the eligibility criteria as stated in full or non-submission of documentary proof, will be summarily rejected. India Exim Bank's discretion on 'Eligibility Criteria' is final.

All the support documents need to be submitted duly indexed/numbered sequentially in the above order with respective eligibility criteria. India EXIM Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the technical bid(s), if required.

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

DETAILED PROFILE

Date: [insert day, month, and year]

Location:

To,

Head Of Internal Audit,
Export- Import Bank of India,
21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Tender Ref. No: _____ – Undertaking Information Systems Audit of IT Infrastructure and Processes Audit at India Exim Bank.

Having examined the above tender including all **Annexure**, the undersigned submit the following information and supporting document for technical evaluation.

COMPANY DETAILS	
Year of establishment of company	
Location of Registered Office	
Name and address of other office locations in India	
Year of 1 st empaneled with CERT-In	
No. of years' experience as CERT-In empaneled IS auditor	
CERT-In empanelment valid till	
Turnover of the firm (in ₹ crores) (Not inclusive of the turnover of associate companies)	Latest three years audited statements
Net profit in ₹ crores (from Indian operations only)	Latest three years audited statements
No of Fulltime employees	
No of Part-time employees	

Experience – Infrastructure Audits (Last Five Years)			
Sr. No	Organization / Company Name	From – To Date	Location
1			
2			

Assignment / Work order copy is attached herewith.

Experience – Application Audits only (Last Five Years)			
Sr No	Organization / Company Name	From – To Date	Location
1			
2			

Experience – SOC/Business Continuity Plan (BCP) Audits (Last Five Years)			
Sr No	Organization / Company Name	From – To Date	Location
1			
2			

Assignment / Work order copy is attached herewith.

Employees with professional certificate to be deployed in the project:	
1	No of Full time CISA/CISSP/CISM/CA:
2	No of Full time CEH/DISA/CCNA/ORACLE Certified employees:

Employees with professional certificate in the Firm	
1	No of Full time CISA/CISSP/CISM/CA:
2	No of Full time CEH/DISA/CCNA/ORACLE Certified employees:

Copy of Professional qualification certificates attached.

PROFILE, COMPOSITION AND EXPERIENCE OF TEAM MEMBERS

i. TEAM PROFILE

For the full duration of the assignment, the project leadership and the project team should be detailed in the format given below.

Sr. No	Name of Proposed Engagement Manager/ Proposed Team Member	Prof. Qual.	Certifications / Accreditation s	IS audit expertise (Mention if he / she has worked in India Exim Bank earlier) In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise as on 31/03/2023	Number of similar assignments involved in Public Sector Banks/FIs in India
1						
2						
3						
4						
5						
6						

1. Employee should be on permanent Pay Roll of the company.
2. Ad-hoc / Temporary staff or other outsources / organization should not be included.

ii. PROPOSED LIST OF DEDICATED PERSONNEL

Sr. No.	Name	Age	Qualification	Experience relevant to RFP	Proposed Role in the Team
	Senior Management				
1.					
2.					
	Middle Management				
1.					
2.					
	Junior Management				
1.					
2.					

Note: Brief CVs/Resumes to be enclosed for each of the team member mentioned in the table below.

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

India Exim Bank shall reserve the right to seek the change of resource personnel in case on need.

Yours sincerely,

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Date: [insert day, month, and year]

Location:

Note: Signature of the Authorized Signatory as per Board Approval

COMMERCIAL / FINANCIAL BID SUBMISSION FORM

(On Company Letterhead)

Date: [insert day, month, and year]

Location:

To,

**Head of Internal Audit
Export-Import Bank of India
Floor 21, Centre One Building
World Trade Centre, Cuffe Parade
Mumbai - 400005**

Ref. No: RFP No. dated _____

We, the undersigned, offer to "Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit at India EXIM Bank" in accordance with your tender.

Having examined the tenders including all Annexure and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the terms mentioned in the Request for Proposal and the other schedules of requirements and services for India Exim Bank in conformity with the said tenders in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender. We are hereby submitting our Commercial / Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the bid.

- a) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- b) We agree to abide by this Commercial Proposal for 180 days from the date of the Financial Bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- c) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- d) We agree that India Exim Bank is not bound to accept the lowest or any Bid the Bank may receive.

- e) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that India Exim Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Form A includes the substance of our financial bid and is inclusive of all applicable taxes except GST.

We understand you are not bound to accept any bid you receive.

Yours sincerely,

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Note: Signature of the Authorized Signatory as per Board Approval.

FORM A - COMMERCIAL PROPOSAL FORMAT

Provide a summary of Cost as per the following format:

Sr. No.	Particulars	Cost of 1 st year audit in ₹ (A) (including all taxes)	Cost for 3 years of audit in ₹ (A x 3) (including all taxes)
1.	Information Systems Audit of IT Infrastructure and Processes Audit cost as mentioned in the scope		
	Total*		

***The amount quoted above must match with the amount quoted on the GeM portal (Financial / Price Bid Section)**

Terms and Conditions

- In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- Any financial proposal which is conditional and / or qualified or subject to suggestions will be summarily rejected.
- This is a fixed price contract. All prices should be quoted in ₹ only. Total cost will be inclusive of GST and other applicable taxes, if any.
- The pricing offered in this tender shall remain fixed and unchanged for a period of three years from the date of contract execution. No adjustments or modifications to the pricing structure shall be made during this period, ensuring consistency and stability in costs for the duration of contract.

ANNEXURE XI**STATEMENT OF NIL DEVIATIONS****(On Company Letterhead)**

Date: [insert day, month, and year]

Location:

To,

Head of Internal Audit**Export-Import Bank of India****Floor 21, Centre 1 Building****World Trade Centre, Cuffe Parade****Mumbai - 400005**

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:**Company Seal:**

LETTER OF COMPETENCE FORMAT

[To be executed on a non-judicial stamp paper]

'Letter of Competence' for Quoting against India EXIM Bank's RFP No. ____ dated ____ for "Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit. "

This is to certify that we [**Insert the name of Bidder**], Address _____ is fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to implement the connectivity expeditiously and correctly and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Date: [insert day, month, and year]

Location:

PRE-BID QUERY FORMAT

Bidder's request for Clarification - to be submitted a minimum of two days before the pre-bid meeting.

If, the bidder, desiring to respond to the RFP for "Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit", require any clarifications on the points mentioned in the RFP may communicate with India EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online. Online Meeting details will be shared with interested bidders whose pre-bid queries received two days before the pre-bid meeting) will be formally responded to any questions / points of clarification and the responses will be circulated to all participating bidder if required.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, the Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting. Bidder's Request for Clarification.		
To be emailed to:	mahalaxmi@eximbankindia.in iag@eximbankindia.in	
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
Email:		
Tel / Mobile:		
Page Number	Point Number	Query description

Name and signature of authorized person issuing this -

1. In case of multiple queries, the contact details need not be repeated, and only last two rows of the above format (table) are to be furnished for the subsequent queries.
2. Please use email or softcopy.

NON – DISCLOSURE AGREEMENT

[₹500 non judicial stamp paper]

This Agreement is made on the _____ day of _____ by and between

_____, (an _____ incorporated under the _____) having its office at _____ (hereinafter referred to as “_____” or the “**Receiving Party**”, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

Export-Import Bank of India, a corporation established under the Export-Import Bank of India Act, 1981 and having its Head Office at Floor 21, Centre One Building, WorldTrade Centre Complex, Cuffe Parade, Mumbai 400 005 and one of its Regional Office at _____ hereinafter referred “EXIM” or “**Disclosing Party**”) which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

_____ & EXIM are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

The Parties intend to engage in a business relationship which includes _____. In the course of such business relationship, it is anticipated that EXIM may disclose or deliver to _____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of Supply and Implementation of Factoring System at India EXIM Bank (hereinafter referred to as “**the Purpose**”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential information:** For the purposes of this Agreement, "Confidential Information" means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes, or module thereof.

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavor to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above.

The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors, and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates, and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications**: Neither Party shall make news releases, public announcements, give interviews, issue, or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information, or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term**: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and India EXIM Bank. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface, or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol, or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes, or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.
7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or

agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India

Kind Attn: Head of Internal Audit

Address: Centre One Building, Floor 21,

World Trade Centre Complex,

Cuffe Parade, Mumbai 400 005

Email: IAG@eximbankindia.in;

Receiving Party: _____ Limited,

Kind Attn: Mr/Ms _____, Chairman & Managing Director

Address: _____

Email: _____

or as otherwise specified by a party by notice in writing to the other party. or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. if delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
- iii. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- iv. if sent by an electronic mail, on the day of receipt, if received before 11.00 a.m on a business day, or otherwise on the first business day after receipt.

10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts / tribunals at Mumbai.

11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble, or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights, or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines, and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

Receiving Party

By Export-Import Bank of India

By.....

Name:.....

Name:.....

Title:.....

Title:.....

PRE-CONTRACT INTEGRITY PACT

[₹500 non-judicial stamp paper]

Between

Export-Import Bank of India (India EXIM BANK) hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

The principal intends to award, underlaid down Organizational procedures, contract/s for “Undertaking Information Systems Audit of IT Infrastructure and Processes and Cyber Security Audit”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

To achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (2) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract 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 tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into an undisclosed agreement or understanding, whether formal or informal. This applies to price specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offense under the relevant IPC / PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

- d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India if any. Similarly, the Bidder(s) / Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose all payment made, are committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (3) The Bidder(s) / Contractor(s) will not instigate a third person to commit offenses outlined above or be an accessory to such offenses.

Sanction 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the bidder(s)/ Contractors(s) from the tender process.

Sanction 4 – Compensation for Damages

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 — Equal treatment of all Bidders / Contractors / Subcontractors

- (3) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (4) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (5) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

1. The Principal has appointed a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. Names and Addresses of the Monitors are given below:

Mrs. Anita Chaudhary IAS (Retd.), Block T, 28/11, DLF III, Gurgaon-122002, Haryana	Mrs. Rajni Sekhri Sibal IAS (Retd.), House No-G-9, 2 nd Floor, Maharani Bagh, New Delhi- 110065
Email – IEM@eximbankindia.in	

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.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Managing Director (MD), India EXIM BANK.
3. The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), India EXIM BANK, and recuse himself / herself from that case.
5. The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action.

7. 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.
8. The Monitor will submit a written report to the Managing Director (MD), India EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
9. If the Monitor has reported to the Managing Director (MD), India EXIM BANK, a substantiated suspicion of an offense under relevant IPC / PC Act, and the Managing Director (MD), India EXIM BANK has not, within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. The pact expires for the twelve months after the last payment for the Contractor, and six months for all other Bidder(s), after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director (MD) of India EXIM BANK.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai/ any other location as advised by the Bank.
2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement with their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____