

E - Tender

For

**Supply of SharePoint Resources for Export-Import
Bank of India**

Tender Reference No: IT/EXIM/RFP/2018-19/028

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**Head Office: Center One Building, 21st Floor, World Trade Centre
Complex, Cuffe Parade, Mumbai – 400 005
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TENDER DOCUMENTS FOR	Supply of SharePoint Resources for Export-Import Bank of India
TENDER DOCUMENT COST	Rs. 5000/-
Last date for acceptance of Tender Document fee and EMD Amount	27th November 2018 till 5.00 PM. Only Demand Draft or Banker's Cheque Favoring "Export-Import Bank of India" payable at Mumbai is accepted.
EMD Amount	Rs. 2,00,000/-
Date of Online Notice	05-Nov-2018 06:00 PM
Document Downloading Start Date and Bid Submission Start Date	06-Nov-2018 12:00 PM
Document Downloading END Date	28-Nov-2018 02:00 PM
Last Date and Time For Submission	28-Nov-2018 04:00 PM
Opening Of Tender	28-Nov-2018 05:00 PM
Place of Receipt of Tender	https://eximbankindiatenders.procuretiger.com

e-Tendering / Electronic Tendering / Web Tendering / Online Tendering is the simulation of the manual tendering process on the internet. I.e. the eligible bidders / Tenders can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s e-Procurement Technologies Ltd. (Abc Procure) personnel 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 tenderers are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

Minimum requirement:

1. Computer / Laptop with internet connection.
2. Operating system – Windows XP Service pack 3 / VISTA/ WINDOWS 7.
3. Digital certificate - Class II or III, Signing + Encryption, and it should be organizational certificate.

CONTACT INFORMATION FOR E-TENDER PROCESS

Vendor registration can be done online by opening Website:

<https://eximbankindiatenders.procuretiger.com>

Click on “**New Bidder Registration**” link, create User Id and Password and attach your Digital certificate. For any clarification kindly contact -

E-Procurement Technologies
Limited

801 – Wall Street – II

Opposite Orient Club

Near Gujarat College, Ellis

Bridge Ahmedabad – 380 006

Gujarat, India

Phone: +91 (79)-61200566/567/579/580/569/591

Fax: +91 (79) 40230847

E-Tendering Process Compliance Statement

The following terms and conditions are deemed as accepted by you for participation in the bid event:

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s e Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the EXIM Bank. However M/s E-Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. EXIM Bank can decide to extend or reschedule or cancel an e-tendering.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood and agree to abide by the e-tendering Process compliance statement.

Date

Organization Name

Designation

Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

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1. QUOTATION BID NOTICE

1. Export-Import Bank of India (EXIM Bank) , a corporation established under the Act Export- Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for– Supply of SharePoint Resource.
2. The mode of tendering is through e-Tendering. 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.
3. Vendor registration can be done online by opening Website: Click on **“New Bidder Registration”** link, create User Id and Password and attach your Digital certificate.
4. Tender document will be allowed for download (hard copies of the tender document will not be provided) from the above website after successful vendor registration and submission of tender document cost.
5. **CONTACT INFORMATION FOR E-TENDER PROCESS** E-Procurement Technologies Limited
A- 801 – Wall Street – II
Opposite Orient Club
Nr. Gujarat College, Ellis Bridge Ahmedabad – 380 006
Gujarat, India
Phone: +91 (79) 40230 813/14/16/18/03
Fax: +91 (79) 40230847
Concern Persons: Mr Dharam, Mr Anuj, Mr Vivek Email Ids: dharam@auctiontiger.net
bhavik.dave@auctiontiger.net anuj@procuretiger.com vivek.bhirud@auctiontiger.net
6. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons therefor.

2. Mandatory information required for pre-qualification of the Tenderer

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.**

Sr. No.		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 Firm. (Proprietor/Partnership/Co. etc)			
9. Name of Bankers	a.		
	b.		
10. PAN Card No.			
11. GST No.			

**Seal and Signature of the Bidder/s not required since the document is digitally
signed.**

Date:

Place:

Note:

Please upload scanned copies of Certificates for S.No.7,8,10,11

3. TENDER FORM

**Mr. Dharmendra Sachan,
General Manager,
Export- Import Bank of India,
21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005**

Dear Sirs,

Ref: Supply of SharePoint Resource

Ref. No: **IT/EXIM/RFP/2018-19/028**

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 the EXIM Bank. I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, LBT, VAT, 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 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 the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place:

Name:

Date:

Designation:

Seal:

4. INSTRUCTIONS TO TENDERERS

1.1 Location:

Export-Import Bank of India (The Bank), 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and regional offices in pan India.

Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarification up to **27th November 2018, 06.00 PM**, if required, prior to submitting his tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

2.0 Submission of Tender:

Refer to E-Tendering Process Compliance Statement, No queries will be entertained on last day of tender submission i.e. 28 **November 2018**.

3.0 Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.

4.0 Transfer of Tender Documents:

Transfer of tender documents purchased by one intending Tenderer to another is not permitted.

5.0 Validity:

Tenders submitted by Tenderers shall remain valid for acceptance for a period up to 90 days from the date of opening of Bid/tender. The Tenderers shall not be entitled during the period of validity, without the consent in writing of EXIM Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.

6.0 Right to accept or reject tender:

The acceptance of a tender will rest with the EXIM Bank which does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received. They also reserve the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected. For this purpose Tenderer shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the EXIM Bank deciding to delete, alter or reduce the quantities specified in respect of the any item.

7.0 Rates: EXIM Bank is not concerned with any rise or fall in the prices of materials, Parts and labor.

8.0 Payments for the work to be executed under this contract shall be made as per the tender document, and no variation in the mode of payment will be acceptable.

9.1 Signing of the contract:

- a) The successful Tenderer shall be required to execute a non-disclosure agreement with Exim Bank within 07 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement in the above- stipulated period. EXIM Bank reserves the right to cancel the contract.
- b) Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the EXIM Bank of India and the Service Provider.

10.0 On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Tenderer.

11.0 If so decided 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.

12.0 E X I M Bank has the right to delete items, reduce or increase the scope of work without the Service Provider claiming any compensation for the reduction in the scope of work.

13.0 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.

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.

5. SCOPE OF WORK

The Service Provider is expected to deploy resources on site at Mumbai Location and carryout management of all SharePoint portal activities end-to-end. The service provider is obliged to provide necessary Full Time Employee's onsite at Mumbai location with full backend support when required to support the onsite resources.

The Bank will reserve the right to interview nominated project resources to evaluate their experience and capability. Once the project team composition has been reviewed and ratified by the Bank, the team will be considered to be fixed. If the service provider wish to modify the composition of the team, a written change request will need to be submitted to the Bank for approval, prior to the change being made. Any new resource proposed for the project team will need to be subjected to the same review process as applicable to the original team members i.e. submission of Curriculum Vitae having the opportunity to interview the individual prior to their deployment.

In the circumstance where The Bank finds that a deployed resource is unable to meet the competency or quality expectations, the Bank will retain the right to change the resource. Costs for such changes need to be borne by the service provider. Substitute resources will need to be subjected to the same evaluation approach described above.

The Bank requires enhancements on both frontend and backend system. The successful bidder must have to understand the existing systems and take a handover (Technical and Functional) from the current team. The main portal and the backend system are also integrated with library and other systems which requires continuous support and enhancements. The successful bidder must take the responsibility of maintaining, supporting and enhancing all the other website communicated with portal and back end system.

Following are the list of main services in existing portal

- a) SharePoint HRMS Modules (>15Modules)
- b) SharePoint Intranet Portal
- c) SharePoint Admin and budgeting portal
- d) SharePoint Finance Transaction Application
- e) Integration with various other applications
- f) SharePoint Portal enhancement & upgrade and support
- g) Mobile applications enhancement & upgrade
- f) SharePoint DR site Management

Job Profile for Resource (L1, L2, L3)

a) Application Management

The Bank is looking for an end-to-end Application management that aligns Enterprises business objectives with their IT goals. Resources must focus on implementing, building and supporting key applications that meet our stakeholder's needs while increasing productivity. Following are the key responsibilities:

- 1. Application Development.
- 2. Business Intelligence.
- 3. Enterprise Content & Document Management.
- 4. Portal and Collaboration.
- 5. Application Support & Maintenance.

6. Application Enhancement.
7. IT Transformation.

b) Business Requirement Gathering:

To be actively involved in Business requirement process to understand and analyze properly the needs and requirements of business users in order to efficiently develop new applications / projects. Creating Prototype as per business requirement.

c) Development

To efficiently develop new applications based on the Business requirements and analysis.

d) Application Testing

Testing applications before the UAT and deployment on production to make sure the application works well without any issues.

e) Documentation and user manuals for end users

Prepare and provide user manuals / documents to end users as a medium of help to them to use the application as it needs to be used in an easy and clear way.

f) Trainings and UAT after development

To provide well organized training in a professional manner to the end users and ensure clear understanding from their side. To prepare the UAT environment and enable users to test the application from their prospective and their hands on the application to make sure it functions as per their needs and requirements and overall satisfaction.

g) Post Live - Support

Provide support to end users in a professional manner and to help them resolve any issues being faced.

Resource Qualification and Experience

SharePoint Senior Administrator –Administration and Development- L3 Resource 10+ years of experience on

Microsoft server-side technologies in developing applications on SharePoint Administrator, Developer Proficient in C# with strong understanding of design principles. **Technologies:** - SharePoint 2010, 2013,2016, SharePoint Online, Asp.Net, XML, HTML, AJAX, Web API, Web Services, Windows Services, JAVA Script, JQuery, Css, Html, Angular JS 6 and Above , Microsoft Typescript, JSON, InfoPath Development ,SharePoint OOTB, Info wise Forms **Tools:** - Visual Studio, MS Team Foundation Client, MS SharePoint Designer, MS Outlook, Fiddler, Prop alms, Any-Desk, SOAP, FTP, Visual Source Safe

Database: - SQL server 2012/2014/2008, MS-Access. SSRS,SSIS ,POWER BI

SharePoint Senior Developer –Administration and Development- L2 Resource 7+ years of experience on

Microsoft server-side technologies in developing applications on SharePoint Administrator, Developer Proficient in C# with strong understanding of design principles. **Technologies:** - SharePoint 2010, 2013,2016, SharePoint Online, Asp.Net, XML, HTML, AJAX, Web API, Web Services, Windows Services, JAVA Script, JQuery, Css, Html, Angular JS 6 and Above , Microsoft Typescript, JSON, InfoPath Development ,SharePoint OOTB, Info wise Forms **Tools:** - Visual Studio, MS Team Foundation Client, MS SharePoint Designer, MS Outlook, Fiddler, Prop alms, Any-Desk, SOAP, FTP, Visual Source Safe

Database: - SQL server 2012/2014/2008, MS-Access. SSRS,SSIS ,POWER BI

SharePoint Developer –Administration and Development- L1 Resource 4+ years of experience on

Microsoft server-side technologies in developing applications on SharePoint Administrator, Developer Proficient in C# with strong understanding of design principles.

Technologies: - SharePoint 2010, 2013,2016, SharePoint Online, Asp.Net, XML, HTML, AJAX, Web API, Web Services, Windows Services, JAVA Script, JQuery, Css, Html, Angular JS 6 and Above , Microsoft Typescript, JSON, InfoPath Development ,SharePoint OOTB, Info wise Forms **Tools:** - Visual Studio, MS Team Foundation Client, MS SharePoint Designer, MS Outlook, Fiddler, Prop alms, Any-Desk, SOAP, FTP, Visual Source Safe

Database: - SQL server 2012/2014/2008, MS-Access. SSRS,SSIS ,POWER BI

5.2. ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria
1.	The Bidder should be a registered company in India. The Bidder should be reputed IT company having existence in India for at least three years as on 31.10.2018. Upload company incorporation certificate.
2.	The vendor should be Mumbai based and 31-Mar-2018 turnover should be 50 crore and above. Upload Audited Balance sheet for FY 2017-18, FY 2016-17 and FY 2015-16
3	The Bidder should not have been blacklisted by any Government department /PSU/PSE or banks. Upload Self-declaration in company letter head signed by CEO/MD of the Company.
4	Bidder should have experience in SharePoint 2013 implementation. Vendor should have executed minimum 5 SharePoint project implementation. Upload Purchase order/Contract Award document.
5	The vendor should have ISO 9001:2015 or CMM level 3 and above certification. The certification should be valid as on tender submission date. Upload scan copy of certificate.
6.	The successful bidder has to execute Non-Disclosure Agreement (NDA) and SLA (Service Level Agreement) as per Banks Terms and Conditions. The bidder should also execute Integrity Pact (IP) as per Annexure. Tender participation is eligible after accepting IP contract terms. (Upload sealed and signed copy of IP as a token of acceptance).

PS: All the above mentioned eligibility criteria are mandatory. If any vendor does not comply with any one of the above criteria's they will be rejected.

5.3. Tender Submission:

5.3.1. Tender should be submitted in the prescribed format along with attested copies of the documents as stated in the application form. The Bank will consider only such applications that satisfy the eligibility criteria. The last date for uploading of completed application form along with the requisite documents is November 28, 2018 by 1600 hrs.

5.3.2. In evaluating the bids submitted by bidders, the price and the ability to meet delivery requirements, quality of works and / or services, dependability shall normally be considered as a major selection criterion. In this connection, Bank may make necessary inquiries from the vendor's employers or inspect the site at work.

5.3.3. Bank reserves the right to terminate the contract with 30 days' notice and without any financial implications, if services are not found satisfactory.

5.4. Period of contract:

The contract shall remain in force for all purpose for a period of three years subject to review of contract every year, extendable on mutual consent for a further period of one or more year on same terms & conditions. The Supply of Manpower contract will be for the period December 20, 2018 to December 20, 2021. EXIM BANK reserves the right to terminate the contract at any time during the contract period by giving thirty days' notice in writing to the contactor(s) at their last known place of residence/business and the vendors shall not be entitled to any compensation by reason of such termination.

EXIM BANK's decision under this clause shall be final, conclusive and binding on the vendors and shall not be called in question. The rate revision will be done based on mutual

consent.

5.5 Summary Termination

5.5.1. In the event of the vendors having been adjudged insolvent or goes into liquidation or winding up their business or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, EXIM BANK shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the vendors and to claim from the vendors any resultant loss sustained or cost incurred.

5.5.2. EXIM BANK shall also have without prejudice to other rights and remedies, the right in the event of breach by the vendors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the vendors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by EXIM BANK due to the vendor's negligence in the performance of any of the service under the contract.

5.5.3. The vendor shall be responsible to supply adequate staff under the contract in accordance with the instructions issued by an officer acting on behalf of Exim Bank. If the vendor fails to supply the requisite number of staff members Exim Bank at its entire discretion, without terminating the contract be at liberty to engage other personnel's at the risk and cost of the vendor(s), who shall be liable to make good to EXIM BANK all additional charges, expenses, cost of losses that EXIM BANK may incur or suffer thereby. The vendor shall not however, be entitled to any gain, resulting from entrustment of the work to another party.

5.6. Liability of Vendor(s) for losses etc. suffered by Exim Bank

5.6.1. The vendor(s) shall be liable for all costs, damages, expenses suffered or incurred by EXIM BANK due to the vendor's negligence and the unsatisfactory performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to EXIM BANK or in particular to any property or plant belonging to EXIM BANK due to any act whether negligence or otherwise of the vendor(s) themselves or their employees. The vendor(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of EXIM BANK regarding such failure of the vendor(s) and their liability for the losses, etc. suffered by EXIM BANK shall be final and binding on the vendor(s)

5.6.2. EXIM BANK is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to vendor(s) negligence's and unsatisfactory performance of services under the contract or breach of any terms thereof and adjust the same from the bills of the vendor directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the vendor(s) under this or any other contract with EXIM BANK. In the event of the sum which may be due from EXIM BANK, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the vendor(s). Should this sum also be not sufficient to cover the full amount claimed by EXIM BANK, the vendor shall pay to EXIM BANK on demand the remaining balance of the aforesaid sum claimed. EXIM BANK will be the sole judge determining after taking into consideration all the relevant circumstance, the quantum value of loss and also in regard

to the liability of vendor(s) for such loss the amount to be recovered from them.

5.6.3. In the event of the default on the part of the vendor(s) in providing manpower supply/and/or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of EXIM BANK or any officer acting on his behalf,

EXIM BANK shall without prejudice to other right and remedies, under this agreement have the right to recover by way of compensation from the vendor a sum of rupees one thousand per day of default.

5.6.4. Set-Off

Any sum of money due and payable to the vendor(s) under this contract may be appropriated by EXIM BANK and set off against any claim of EXIM BANK for the payment of any sum of money arising out of or under any other contract made by the vendor(s) with EXIM BANK.

5.7. Book Examination

The vendor(s) shall, whenever required produce or cause to produce for examination by Exim Bank or any other officer authorized by him on his behalf any cost or other accounts book of accounts, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner as may be required by the statutory authorities compliance/payment made to EPF/minimum wages etc. renewed license and any or all such documents desired by EXIM BANK.

5.8. Payment

5.8.1. Indicative list of statutory payments to be made in respect of personnel employed by the vendor under this contract are as under:

5.8.2. Payment will be made by Exim Bank on submission of bills, duly supported by

attendance certificates, production of proof of payment of EPF/ESIC and other statutory payments in r/o the personnel engaged in EXIM BANK.

5.8.3. The vendor should submit all his/their bill by the seventh of following month. Payment of which will be made through RTGS to the bank account of the Vendor only and withholding taxes, if any may be deducted by Exim Bank before making such payment. No advance payment will be made. TDS as applicable will be deducted from the invoice submitted. Vendor may submit the bill (Along with proof of all statutory compliances) after completion of the month but payment will not be released until proof for payment to all personnel deployed at Exim Bank is submitted. In case of any leave to be taken by Resource, vendor has to provide a replacement with prior intimation to concerned Bank Officials. If the resource takes leave without notice, this would be considered as a one of case and vendor is to ensure that such a situation does not arise.

5.9. Law Governing the Contract/Dispute Resolution

The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of competent jurisdiction. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

5.10. Duties and Responsibilities of the Vendor

5.10.1. The vendor shall carry out all items of services assigned or entrusted to him/them by or an officer acting on behalf of Exim Bank and shall abide by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the officer acting on behalf of Exim Bank together with ancillary and incidental duties, service and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The vendor shall always be

bound to act with responsible delegacy and in a business-like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.

5.10.2. The vendor shall engage competent, adequate staff to the satisfaction of the Exim Bank or an officer acting on its behalf. The vendor shall be responsible for the good conduct of their employees and shall compensate EXIM BANK for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servant or agents or representatives. Exim Bank shall have the right to ask the dismissal of any employee of vendors who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the vendors, staff and agents.

5.10.3. The vendors shall strictly abide by Laws, rules & Regulation.

5.10.4. If the vendor fails to comply with statutory/legal requirement, as stipulated in the terms & conditions of the tender within two month from the award of contract, the contract is liable to be terminated with one month's notice.

5.10.5 Procedure for monitoring attendance and movement of outsourced staff in staff in Bank's Premises.

5.10.6 The agencies/service provider will be notified to issue valid photo identity cards to each of their respective outsourced manpower. A copy of the same will be submitted to the Bank along with their staff's local residence proof & contact details.

5.10.7 All outsourced person will be required to register their attendance (In/Out timing). The attendance register will be maintained with security staff on 21st & 24th floor at H.O.

5.10.8 Security staff will verify the badges and only then permit entry to premises.

Security staff will be authorized to verify identity badges/visitor badges, frisk bags/belongings of outsourced persons and take necessary action against defaulters.

5.10.9 The agencies/service provider will inform the Bank well in advance for any temporary/permanent replacements of the outsourced staff.

5.10.12 The outsourced person should strictly adhere to all the security, conduct and discipline norms of the Bank and changes in the same as and when amended.

6. Price Bid

Manpower Type	Rate Per Month Per Resource (Exclusive of all taxes and duties)
SharePoint Senior Administrator–Administration and Development- L3 Resource 10+ years of experience	
SharePoint Senior Developer –Administration and Development- L2 Resource 7+ years of experience	
SharePoint Developer –Administration and Development- L1 Resource 4+ years of experience	

Disclaimer

This Tender is not an offer by the Bank, but an invitation to receive offer from vendors. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the Bank with the vendor.

ANNEXURE

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____day of the month of ____2018, between, on one hand, the President of India acting through Shri Dharmendra Sachan (General Manager), Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and is represented by Shri Chief Executive Officer (hereinafter called the "Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

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

Commitments of BIDDERS

3. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit himself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that they have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and

business details, including information contained in any electronic data carrier.

The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third party/ person to Commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Demand Draft or a Bankers' Cheque in favor of M/s. Export –Import Bank of India.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments; already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER

resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

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

Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Other Legal Actions

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

Validity

9.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDQER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

9.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10 The parties hereby sign this Integrity Pact at _____ on _

BUYER

BIDDER

Mr. Dharmendra Sachan.

Chief Executive Officer.

General Manager

Dept./MINISTRY/PSU

Witness -

Witness

1. _____

1. _____

2. _____

2. _____

- Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers