



**E-Tender for**

**Renewal of Symantec Anti-Virus License & ATP**

**for**

**Export-Import Bank of India**

**E-Tender Reference No: EXIM/RFP/2019-20/011**

**Head Office: Center One Building, 21<sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade,**

**Mumbai – 400 005**

### GENERAL TENDER DETAILS

Tender Document for	<b>Renewal of Symantec Anti- Virus license &amp; ATP</b>
Tender Reference No.	<b>EXIM/RFP/2019-20/010</b>
Tender Document Cost.	<b>₹2,000/- (Non-refundable)</b> (Demand Draft (DD) in favour of “ <b>Export-Import Bank of India</b> ” payable at Mumbai.
EMD Amount	<b>₹1,00,000/-</b> (Demand Draft (DD) in favour of “ <b>Export-Import Bank of India</b> ” payable at Mumbai Or equivalent amount of <b>Bank Guarantee (BG)</b>
Last date for acceptance of E-Tender Document Cost, IP Agreement, Tender Cost.	20-May-2019 04:00 PM.
Place of Submission of DD and IP Agreement original document.	Export Import Bank of India, Center One Building, 21 <sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	30-April-2019 03:45 PM
Document Downloading Start Date	30-April-2019 03:45 PM
Document Downloading End Date	21-May-2019 01:00 PM
Tender Clarification and Pre- Bid Meeting	16-May-2019, 03.00 pm Location: Exim Bank, Head Office, Mumbai. <b>(All queries will be answered during pre-bid meeting only)</b>
Last Date and Time For Submission	21-May-2019 01:00 PM
Opening of Tender	21-May-2019 03:00 PM
Address for communication	As above Ph. 022-22172600, Ext: - 2410/2436 E-Mail: <a href="mailto:dharmendra@eximbankindia.in">dharmendra@eximbankindia.in</a>
Place of Receipt of E-Tender	<a href="https://eximbankindiatenders.procuretiger.com">https://eximbankindiatenders.procuretiger.com</a>

**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 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 Bidders 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 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 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) 40230 813/14/16/18/03  
Fax: +91 (79) 40230847

**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.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1. Name of the Firm		
2. Name of the Proprietor, Partners/Directors		
A (Mobile No.)		
B (Mobile No.)		
3. Office TelephoneNos.		
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. etc.)		
9. Name of Bankers	a.	
	b.	
10. PAN Card No.		
11. GSTNo.		

**Seal and Signature of the document to be uploaded on the E-tender portal.**

**Date:**

**Place:**

**Note:**

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

## **1. Introduction**

The Export-Import Bank of India (EXIM 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. The Bank has guided by expertise at the Board level, by senior policy makers, expert bankers, leading players in industry and international trade as well as professionals in exports, imports or financing. With offices spread across India and in select locations of the world, the bank aspires to boost the businesses of industries and SMEs.

Established by the Government of India, we commenced operations in 1982 under the Export-Import Bank of India Act, 1981 as a purveyor of export credit, mirroring global Export Credit Agencies. With our rich pedigree, today we serve as a growth engine for industries and SMEs through a wide range of products and services. This includes import of technology and export product development, export production, export marketing, pre-shipment and post-shipment and overseas investment. In a rapidly shifting financial landscape, we are a catalyst and key player in the promotion of cross border trade and investment. By instilling a powerful culture of innovation and foresight, we help India maximize its potential, meet, and exceed its vision.

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 9 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 flavors of Windows. The Databases include Oracle, MySQL, Microsoft SQL Server, Access etc. Bank's Network Integrator maintains the Enterprise Wide Network and the 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.

## **2. Background and Purpose of the Project**

The Exim Bank has 9 regional offices across India, and Head office at Mumbai. The regional office location address is mentioned below for ready reference. All regional offices and London branch are interconnected via Wide Area Network (MPLS connectivity). Also, the Bank has a branch office at London and is connected to HO via International MPLS Line. Apart from these, Bank has 8 overseas offices (standalone).

At present the Bank has 650 units of Symantec Anti-Virus and Symantec Advanced Threat Protection (ATP) Licenses. The Bank is inviting all qualified bidders to participate in this e-tender as per eligibility criteria and scope of work mentioned.

### **Exim Bank Office Addresses under this Project:**

<b>Sr.No</b>	<b>Location</b>	<b>Office Address</b>
1	Exim Bank Head Office - Mumbai	Export-Import Bank of India, 21st Floor, Center One, World Trade Centre (WTC) Complex, Cuffe Parade, Mumbai 400 005
2	Other Location	Export-Import Bank of India, Maker Chambers IV, Floor 8, 222, Nariman Point Mumbai 400 021
3	Regional Office - Ahmedabad	Export-Import Bank of India, Sakar II, Floor 1, Next to Ellis bridge Shopping Centre, Ahmedabad 380 006
4	Regional Office - Bangalore	Export-Import Bank of India, Ramanashree Arcade, Floor, 18, M.G Road, Bangalore 560 001
5	Regional Office - Chandigarh	Export-Import Bank of India C- 213, Second floor Elante Offices, Plot No. 178-178 A Industrial Area, Phase-1 , Chandigarh 160002
6	Regional Office - Chennai	Export-Import Bank of India, Overseas Towers, Floor 4 &5, No.756-L , Anna Salai, Chennai 600 002
7	Regional Office - Guwahati	Export-Import Bank of India, NEDFI House, Floor 4, G.S Road Dispur, Guwahati 781006

8	Regional office - Hyderabad	Export-Import Bank of India, Golden Edifice, Floor 2, 6-3-639/640, Raj Bhavan Road, Khairatabad Circle, Hyderabad 500 004
9	Regional Office - Kolkata	Export-Import Bank of India, Vanijya Bhawan, Int. Trade Facilitation Centre Floor 4, Wood Street Kolkata 77700 016
10	Regional Office – New Delhi 2 locations	Export-Import Bank of India, Office Block, Tower 1,7th Floor, Adjacent Ring Road, East Kidwai Nagar, New Delhi 110023 <b>&amp;</b> Export-Import Bank of India, Ground Floor, Statesman House, 148, Barakhamba Road, New Delhi 110 001
11	Regional Office - Pune	Export-Import Bank Of India, No. 402 & 402(B), 4th floor, Signature Building, Bhandarkar Road, Shivajinagar, Pune-411004

### 3. Eligibility Criteria of the Bidder:

Sr.No	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
1	The bidder must submit Symantec Authorized Partner Certificate to participate in this tender.	Symantec Manufactured Authorization Form (MAF) with tender number mentioned to be uploaded.	
2	The bidder must have GST registration number and Bidder must be a registered corporate in India under the Companies Act, 1956 or Companies Act, 2013. The documents for the incorporation as a Company should be submitted.	GST Acknowledgment copy to be uploaded.	
3	The Bidder must deliver the license within 15 days from date of Purchase Order. The Bank will charge penalty as ₹1,000 on per daily basis for late delivery.	Consent on letter head to be submitted.	
4	The Product quoted renewal price validity should be 60 days.	Consent on letter head to be submitted.	
5	Payment will be released within 15 working days after Symantec Product License renewed and license certificate issued to the Bank. No part payment or advance payment will be made.	Consent Letter to be uploaded.	
6	The Bidder should have reputed background and should be established in Hardware and Software business for at least last two financial years with an average turnover of at least ₹50 Crores (Rupees Twenty Crores).	Balance Sheet of FY 2015-16, 2016-17 and FY 2017-18 to be uploaded.	
7	The Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexure.	Upload seal and signed copy of Annexures.	
8	The bidder must provide onsite unlimited technical support within 24 Hrs. at Exim Bank, Mumbai Head Office on need basis during contract period.	Consent on letter head to be submitted.	
9	The bidder must have minimum 100 employee's strength on payroll as on March 31, 2019	Self-Declaration document to be uploaded.  The Bank may ask proof of document from the bidder.	



10	Integrity Pact Agreement (IPA) to be executed.	Download the IPA (attached as Annexure IV) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai as per the date and time mentioned in the tender document.	
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**ANNEXURE - I**  
**E-Tendering Process Compliance Statement**

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: **EXIM/RFP/2019-20/010**)

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 the 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. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.
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: -

**ANNEXURE – II**

**UNDERTAKING FROM THE BIDDER**

To,

**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: Renewal of Symantec Anti- Virus license & ATP**

Ref. No: **EXIM/RFP/2019-20/011**

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, 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 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 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 BIDDERS**

##### **1.0 Location:**

Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India.

- a. Bidders / Service Providers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. No request of any change in rates or conditions for want of information on any point shall be entertained after receipt of the tenders.

##### **2.0 Submission of Tender:**

Refer to E-Tendering Process Compliance Statement (Title No. 7) No queries will be entertained on last day of tender submission.

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 Bidder to another is not permitted.

##### **5.0 Validity:**

**Tenders submitted by Bidders shall remain valid for acceptance for a period up to 60 days from the date of opening of Bid/tender.** The Bidders 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 who 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 Bidders 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 Bidders are liable to be rejected. For this purpose, Bidder 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:

The EXIM Bank is not concerned with any rise or fall in the product prices of Computer Desktop and Laptop products during price validity period of 180 days from tender opening date.

**8.0 Payments:** The payment of hardware/software will be paid within 15 working days from original correct hardcopy invoice submission date and Full delivery of all components as per purchase order. No advance payment or part payment will be made.

## 9.0 Signing of the contract:

- a) The successful Bidder may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 20 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above- stipulated period, the EXIM Bank may cancel the order.
- b) 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 the EXIM Bank of India and the Service Provider.

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

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 The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 3 months' notice period for termination of contract if service is not satisfactory to the Bank.

13.0 Notices to local bodies:  
The Bidder / 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.

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

## ANNEXURE – III

### PRE-CONTRACT INTEGRITY PACT (IP Agreement)

#### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ month of 2019, between, on one hand, the President of India acting through Shri Dharmendra Sachan (General Manager), Export-Import Bank of India, Ministry of Finance, 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 \_\_\_\_\_ (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(s)** 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 General Manager, Export-Import Bank of India, Ministry of Finance 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 after the currency of the contract to be entered 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 **BIDDER(s)** to abstain from bribing or indulging in any corrupt practice 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:

### **1. 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 BIDDER(s) alike, and will provide to all BIDDER(s) the same information and will not provide any such information to any BIDDER which could afford an advantage to that 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.

### **3. Commitments of BIDDERS**

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 to secure the contract or in furtherance to secure it and 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 the 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 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.

#### **4. 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.

#### **5. 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. No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid up to 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.

## **6. 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, 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 (ix) 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.

## **7. 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.

## **8. 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).

<b>Shri Debabrata Sarkar</b> Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) , Mumbai – 400054 Email: dsarkar53@gmail.com Mobile: 08879684000	<b>Shri S K Goel</b> Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: subodhgoel22@gmail.com Mobile:09650867778
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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 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 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.

### **9. 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 such examination.

### **10. Law and Place of Jurisdiction**

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

### **11. 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.

### **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extended up to 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.

12.2 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.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**

**BIDDER**

Mr. Dharmendra Sachan

Mr./Ms.

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Chief Executive Officer/ MD/ Director

Export-Import Bank of India

Ministry of Finance

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

**(Note: Pls. Sign and stamp on all IP agreement pages)**

**Tender Ref: EXIM/RFP/2019-20/011**

## Scope of Work

### Introduction

The Exim Bank has 9 regional offices across India, one branch office at London, 8 overseas offices and Head office at Mumbai. The regional office location address is mentioned in the E-tender document for ready reference. All regional offices and London branch are interconnected via MPLS connectivity.

At present the Bank has 650 units of Symantec Anti-Virus and Symantec Advanced Threat Protection (ATP) Licenses. The Bank is inviting all qualified bidders to participate in this e-tender as per eligibility criteria and scope of work mentioned.

### Scope at a Glance:

The successful bidder should provide following deliverables under this contract:

1. The bidder must renew existing 650 units of Symantec Anti-Virus and 650 units of Advanced Threat protection (ATP) Product licenses certificate in the name of Export Import Bank of India and License should reflect in Symantec License Portal.
2. The payment will be made after license allocated to Exim Bank.
3. No part payment or advance payment will be made.
4. The bidder is responsible for delivering license and coordination with Symantec.
5. The license should deliver within 15 days from purchase order date.
6. The bidder must provide unlimited onsite technical support to Exim Bank, Mumbai Head Office within 24 Hrs. of call log through email/telephone.
7. The bidder must configure Symantec End Point and ATP on High Availability mode.

### **Bill of Material (BOM):**

Sr. No	Part Description	Tentative Qty.
1	<p><b>Renewal of Existing License:</b></p> <p>SYMC PROTECTION SUITE ENTERPRISE EDITION 5.0 PER USER RENEWAL ESSENTIAL 12 MONTHS</p> <p><b>Serial Numbers:</b></p> <p>1. S1582114180</p> <p>2. M2027631313</p> <p>3. M9030732551</p> <p>3. M8430232550</p> <p>4. M9530532258</p> <p>5. M9330832753</p> <p><b>The Renewal period is 25/June/2019 To 24/June/2020.</b></p>	650
2	<p>Advanced Threat Protection (ATP) Platform with Endpoint, Initial Subscription License with Support.</p> <p><b>Serial Numbers:</b></p> <p>1. M5273002520</p> <p>2. S2882314991</p> <p><b>The Renewal period is 25/June/2019 To 24/June/2020.</b></p>	650

### **Evaluation of Bids**

The technical bids will be evaluated for determining the continued eligibility of the Bidder for project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

The Exim Bank may seek clarification from any or all Bidder(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications not received from the Bidder(s) within stipulated time, the respective technical parameters would be treated as non-compliant and decision to clarify the Bidder(s) shall be taken by Exim. The Bank will procure laptops as per Bank's requirements and user preference/choice basis.

**The evaluation criteria will be based on Lowest Cost (L1) on product category basis only.**



**Commercial Proposal Format:**

Sr. No	Part Description	Qty.	Unit Price ₹	Total Price ₹
1	<p><b>Renewal of Existing License:</b></p> <p>SYMC PROTECTION SUITE ENTERPRISE EDITION 5.0 PER USER RENEWAL ESSENTIAL 12 MONTHS Serial Numbers:</p> <p>1. S1582114180</p> <p>2. M2027631313</p> <p>3. M9030732551</p> <p>3. M8430232550</p> <p>4. M9530532258</p> <p>5. M9330832753</p> <p>The Renewal period is 25/June/2019 To 24/June/2020.</p>	650		
2	<p>Advanced Threat Protection (ATP) Platform with Endpoint, Initial Subscription License with Support for the period 01/July/2019 To 30/June/2020.</p> <p>(Product Code: ATP-E-NEW-250-500-1Y)</p>	650		
<b>Total Renewal Price (₹) (Exclusive of all Taxes)</b>				

**Self-Declaration for Compliance**

**(On Company Letterhead)**

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. Of India, 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 to the relevant authorities.
4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during FMS contract period.
6. My company will produce all documents for verification process as per Exim Bank's requirement and various audit compliance.

**Date:**

**Authorised Signatory Name:**

**Place:**

**Designation:**

**Company Seal:**