



E-Tender for

Selection of consultant for Data Centre Revamp Project for Export-Import Bank of India

E-Tender Reference No: EXIM/RFP/2019-20/026

Head Office: Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade,

Mumbai – 400 005

GENERAL TENDER DETAILS

Tender Document for	Selection of consultant for Data Centre Revamp Project
Tender Reference No.	EXIM/RFP/2019-20/026
Tender Document Cost.	₹3,000/- (Non-refundable) (Demand Draft (DD) in favour of “ Export-Import Bank of India ” payable at Mumbai.
EMD Amount	NIL
Last date for acceptance of E-Tender Document Cost, IP Agreement, Tender Cost.	30-July-2019 11:00 AM.
Place of Submission of DD and IP Agreement original document.	Export Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	08-July-2019 06:00 PM.
Document Downloading Start Date	08-July-2019 06:00 PM.
Document Downloading End Date	29-July-2019 10:00 PM.
Tender Clarification and Pre- Bid Meeting	17-July-2019 11.00 AM. Location: Exim Bank, Head Office, Mumbai. (All queries will be answered during pre-bid meeting only)
Last Date and Time For Submission	30-July-2019 05:00 PM
Opening of Tender	31-July-2019 11:00 AM
Address for communication	As above Ph. 022-22172600, Ext: - 2410 E-Mail: dharmendra@eximbankindia.in
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

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) 68136820/29/31/35/40/43/52/53/57/59/63
Fax: +91 (79) 40230847

Special Note:

All MSME's are exempted from submission of Document Fee and EMD as per Govt. Rules on submission of proof of document (MSME and NSIC certificates). However, executing Integrity Pact Agreement and submitting the same in original on or before the due date is compulsory for all the Bidders/ Vendors who wish to participate in the e-tender.

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.

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

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 Export-Import Bank of India (the Bank) is seeking proposals from a qualified Consultant Service to assist IT Group of Bank in the preparation, evaluation and execution of Data Centre Revamp Project at Head Office, Mumbai.

3. Eligibility Criteria of the Bidder:

Sr.No	ELIGIBILITY CRITERIA	Documents to be Submitted	COMPLIANCE (YES/NO)
1	The bidder should be an India registered company/ Agency /Firm engaged in the job of Consultancy for Data Centers/ Network Operation Centers/ Data Warehouse Centers activities for minimum of 3 years as on date of RFP. The bidders/firm who are engaged in construction or execution of Data Centre projects are not qualified for consultancy work.	Relevant Documentary evidence should be submitted.	
2	The bidder must have provided consultancy services for the successful execution of at least 5 projects of site and facilities preparation for Data Centers/ Network Operation Centers/ Data Warehouse Centers Infrastructure (excluding active IT Components) from 01-Apr-2016 to 30-Jun-2019.	The bidder must submit all satisfactory completion certificates from the customer stating that the project was implemented satisfactorily.	
3	The bidder should have experienced Project Management Professionals with valid recognized certification related to site and facilities preparation for Data Center/ Network Operation Centers/ Data Warehouse Centers implementation.	A List of professionals proposed to be associated with the project to be submitted.	
4	Integrity Pact Agreement (IPA) to be executed.	Download the IPA from RFP 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.	

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/2019-20/026**)

1. The bids 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: Selection of consultant for Data Centre Revamp Project for Export-Import Bank of India

Ref. No: **EXIM/RFP/2019-20/026**

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/services 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 180 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 anyitem.

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 will be made as per below schedule:

On Completion of RFP/e-Tender document – 25%	On Certification of works completion of Data Centre Revamp by the contractor - 75%
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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)

Tender Ref: EXIM/RFP/2019-20/026

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 (consultant services for Data Centre Revamp Project) 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).

Shri Debabrata Sarkar 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	Shri S K Goel 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

Mr. Dharmendra Sachan

BIDDER

Mr./Ms.

General Manager

Export-Import Bank of India

Ministry of Finance

Chief Executive Officer/ MD/ Director

Witness

1. _____

2. _____

Witness

1. _____

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)

Scope of Work

Introduction

The Export-Import Bank of India (the Bank) is seeking proposals from a qualified Consultant Service to assist IT Group of Bank in the preparation, evaluation and execution of Data Centre Revamp Project at Head Office, Mumbai. The selection of consultant will be based on bids submitted through e-tender process. The tender evaluation methodology is based on Quality and Cost Based Selection (QCBS). The technical scoring weightage is 70 marks and 30 marks for commercial score.

Scope at a Glance:

The Consultant being selected through this Request for Proposal process will enter into an agreement with the Bank to provide engineering services related to projects at various stages from pre-design to post-construction up to 3 months. Based on the requirements of the EXIM Bank the consultant shall provide services meeting all standards and codes used in design for basic services as required on projects as follows:

1. Pre-Design Evaluation
2. Cost Estimating / Condition Survey and Report
3. Schematic Design
4. Design Development
5. Contract Documents
6. Bidding/Award
7. Site Administration
8. Commissioning.
9. Project Handover.
10. 3 Months post-project completion for assurance.

The Consultant shall:

1. Review existing drawings, plans, and actual conditions, and advise EXIM Bank on issues of concern in regard to present data center design, equipment selection, material selection, cost estimation as well as cost (life-cycle) analysis;
2. Provide schematic and design development, bid documents, and a detailed cost estimate at each phase, which may include:
 - a. Attend coordination technical meetings
 - b. Provide progress prints/cost estimates (labor and materials) at appropriate intervals.
 - c. Include elevations of exposed mechanical or electrical units, and/or three-dimensional renderings (as requested).
 - d. Provide architectural design drawings which shall include all components and accessories;

3. Assist in the bidding phases:
 - a. Attend pre-bid and pre-construction meetings
 - b. Answer questions/clarifications during bidding;
4. Review and evaluate submittals and claims for extra costs;
5. Inspect the bidding site and actively participate in on-site meetings. Advise the bank regarding interpretations of contract documents and payments to contractors;
6. Provide the Engineering Design for Interiors, Cabling, Electrical, Cooling Systems, BMS, fire detection and suppression, Utilities and any other facility that may be required at the Data Centre. Preliminary evaluation and confirmation of the MEP (Mechanical, Electrical and Plumbing) portion of the Project Program and Construction Budget.
7. Provide tender specifications, and carry out the technical and commercial evaluation of contractors for various components of the data centre facility. The consultant cannot be the contractor or vendor for the project.
8. Deploy a supervisor to regularly monitor overall progress, construction processes and ensure that the specifications are met.
9. Prepare project closure and the final As-built specification/data sheet of the Facility, including the energy usage report of the facility.
10. Eligible bidders will be invited for a presentation to the Selection Committee. As part of the presentation, the consultants may review the information provided above, as well as present their initial ideas of designs, technologies, processes, etc that they will use for the present work. The presentations will also be evaluated and will contribute to the overall technical score.
11. Overall Coordination of the Project. Preparation of Handing over Documents and all reports. Collection of all warranty documents from contractor. Detailed checking & reconciliation of Final bills / invoices of each contractor. Certification of works completion.

Bid Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit consultant in a fair and transparent manner and the Bank would be guided by this in carrying out the evaluation of bids. The decision of the Bank shall be considered final.

For the purpose of the evaluation and selection of Bidder for the Consultant for Data Center revamp project, a two-staged evaluation process will be followed. If a Bidder does not meet the eligibility criteria, the Bidder will be disqualified. **For the Bidders who satisfy the eligibility criteria, the 'Technical Bids' will be opened on the date mentioned in RFP schedule and subsequently evaluated.** In order to be shortlisted for opening of Commercial bid, it is mandatory for a bidder to score a minimum cut- off marks which is 70 marks in Technical evaluation. The Bidder scoring the highest technical score will be ranked as T1. Bidders who do not achieve the cut-off score will be disqualified from the bidding process and their commercial bids will not be opened.

For any clarification with respect to the RFP document, the Bidder may send an email to the email ID mentioned in RFP before the date specified therein and/or during the pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be in writing only and should be to the designated email id as stated earlier.

Written requests for clarification submitted to the Bank by the specified date and time will be explained by the Bank or its representative in the pre-bid meeting. The Bank may call for any clarifications / additional particulars required, if any, on the eligibility criteria/technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within two working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

The Bank reserves the right to call for presentation/s, clarifications etc., from the Bidders based on the technical bids submitted by them. The bidders should be ready to make a presentation on the Technical Bid at a one-day email notice. The Bank also reserves the right to conduct Reference Sites at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

While the technical score carries a weight of 70 percent, the commercial score carries a weight of 30 percent. The Techno-Commercial scores (70:30) will be arrived at for each shortlisted Bidder and the Bidder with the highest score will be declared as the successful Bidder.

Technical Evaluation Parameters:

The overall score for evaluating the Bidder would be 100 marks, out of which 70 marks is for the Technical evaluation and 30 marks is for Commercial bid:

Technical Evaluation	Commercial Bid	Overall Score
70	30	100

Functional Requirements: (Max: 100 Marks)

S.No.	Technical Evaluation Criteria	Max. Marks
1	Number of previous Datacenter consultancy projects completed in the last three years. a.) >5 Projects: 15 Marks b.) $5 \leq \text{Projects} \leq 3$: 10 Marks c.) <3 Projects: 5 Marks	15
2	Detailed project consultancy report of recent completed consulting assignments (up to 5) for Data centers. Customer details, with completion certificate and preferably recommendation letters.	35
3	Eligible bidders will be invited for a presentation to the Selection Committee. As part of the presentation, the consultants may review the information provided above, as well as present their initial ideas of designs, technologies, processes, etc. that they will use for the present work. The presentations will also be evaluated and will contribute to the overall technical score.	50
	TOTAL	100

For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids. The scores will be calculated as:

$$\text{Commercial score (CS)} = \frac{C_{\text{low}}}{C} \times 30$$

$$\text{Technical score (TS)} = T \times 0.7$$

$$\text{Final score (S)} = CS + TS$$

C_{low} - The lowest commercial bid. **C** - Commercial quote of the bidder.

T - The marks obtained by the bidder as per the technical evaluation.

The bidder achieving the highest overall score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.

The Bank's decision to adhere to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

The Bank also reserves the right to re-issue / re-commence / cancel the Bid/ Annul Bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders.

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:

Authorized Signatory Name:

Place:

Designation:

Company Seal:

COMMERCIAL PROPOSAL

Sr.No.	Services	Price in ₹ *
1.	Total charges for the Consultancy Services as per the scope of work	

Note:

Price should be exclusive of GST.