



**E-Tender  
for  
Procurement of Next Generation Antivirus  
[NGAV] License Subscription for  
Export-Import Bank of India**

**E-Tender Reference No: EXIM/RFP/2020-21/01**

**Head Office:  
Center One Building, 21<sup>st</sup> Floor, World Trade Centre Complex,  
Cuffe Parade, Mumbai – 400 005**

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## QUOTATION BID NOTICE

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 “Procurement of Next Generation Antivirus Licenses Subscription”.

1. 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.
2. 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.
3. Tender document will be allowed for download from above web site after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.

#### **4. 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 State, India

Phone: 079-68136852/43/40/35/63/53/31/29/20/57/59

Fax: +91 (79) 40230847

Email Ids: [support@procuretiger.com](mailto:support@procuretiger.com)

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

## GENERAL TENDER DETAILS

Tender Document for	Procurement of Next Generation Antivirus [NGAV] licenses Subscription for Exim Bank
Tender Reference No.	<b>EXIM/RFP/2020-21/01</b>
Tender Document Cost (TDC)	<b>₹ 2000.00</b>
EMD Amount	<b>₹ 1,00,000.00</b> (Rupees One Lakh only) to be paid through NEFT or Demand Draft in favour of Export-Import Bank of India, Mumbai
Last Date for TDC and EMD Amount payment and account details for Online transfer. In case of online transfer, please upload amount transfer reference number details.	June 08,2020  Beneficiary Name: EXPORT-IMPORT BANK OF INDIA Account No : 20018701316 Branch No : 00485 Branch IFSC : MAHB0000485 Bank & Branch Name : Bank of Maharashtra Maker Towers Plot No 85 E Block, Cuffe Parade, Mumbai - 400005
Last date for acceptance of IP Agreement	June 10, 2020 5:00 PM
Place of Submission of 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. <b>If lock down continues, upload digitally signed IP Agreement copy on e-Tender portal.</b>
Date of Online Notice	May 13, 2020 5:00 PM
Date of Online Pre Bid	May 20, 2020 11:00 AM-12:00 PM
Document Downloading Start Date	May 13, 2020 5:00 PM
Document Downloading	June 09, 2020 5:00 PM
Last Date and Time For Submission	June 10, 2020 5:00 PM
Opening of Tender	June 11, 2020 04:00 PM
Address for communication	As above Ph. 022-22172600, Ext: - 2410/2446 E-Mail: <a href="mailto:dharmendra@eximbankindia.in">dharmendra@eximbankindia.in</a> <a href="mailto:Mahesh.b@eximbankindia.in">Mahesh.b@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) 68136820/29/31/35/40/43/52/53/57/59/63  
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.

Contents	Particulars	Details
1. Name of the Firm		
2. Name of the Proprietor, Partners/Directors		
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone Nos.		
a.		
b.		
c.		
4. Head Office Address		
5. Email Address		
a.		
b.		
6. Year of Establishment		
7. Registration No. and Date of Registration		
8. Status of the firm (Proprietor/Partnership/Co. 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 :**

## **INFORMATION FOR BIDDERS**

1. Bids shall be submitted online only at website:  
<https://eximbankindiatenders.procuretiger.com/EPROC/>
2. The bidders can enrol themselves on the website:  
<https://eximbankindiatenders.procuretiger.com/>. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e tender.
4. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Please Make sure all format asked as per Sr No 4 and 5 of tender document are properly uploaded online Website for E-Procurement  
<https://eximbankindiatenders.procuretiger.com/>
7. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates

which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.



## **CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)**

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
  - a. District Industries Centers (DIC)
  - b. Khadi and Village Industries Commission (KVIC)
  - c. Khadi and Village Industries Board
  - d. Coir Board
  - e. National Small Industries Corporation (NSIC)
  - f. Directorate of Handicraft and Handloom
  - g. Any other body specified by Ministry of MSME (MoMSME)
  - h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
5. The MSMEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

## **Relaxation of Norms for Micro & Small Enterprises (MSMEs):**

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

## **GENERAL CONDITIONS OF RFP**

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Standard Arbitration Clause:** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by

the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

*(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).*

- 4. Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5. Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 6. Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered

stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

**7. Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:

- (a) The Seller is declared bankrupt or becomes insolvent.
- (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (c) With mutual agreement
- (d) As per decision of the Arbitration Tribunal.

**8. Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

**9. Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

**10. Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

**11. Evaluation and Comparison of Bids:**

The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

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

- a. General Eligibility and technical specification evaluation
- b. Commercial evaluation

**12. 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.

- 13.** No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).
- 14.** Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.
- 15.** 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.

## **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.

## **BACKGROUND AND PURPOSE OF THE PROJECT**

M/s EXIM BANK using Symantec Antivirus Solution with ATP for securing endpoints and servers, now the Bank wants to deploy next generation Antivirus solution with either cloud or hybrid model with centralised management console for monitoring all end points (in network/off network endpoints). The Bank is inviting all qualified bidders to participate in this e tender as per eligibility criteria and scope of work mentioned.

## **SCOPE OF WORK**

The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

1. The “Total solution” will include Supply and Installation of Next Generation Anti-Virus Software Licenses subscription on the infrastructure mentioned below:

Sr. No	Description where Next Generation Antivirus [NGAV] will be deployed	Number of Devices for which NGAV required
1	Desktops (Windows 7,8,10)	600
2	Servers	150
If required, the Bank may procure additional license subscriptions in pack of 50		

2. Supply of Next Generation Antivirus (NGAV) solution as per technical

specification mentioned in **Annexure V** and **VI** of the RFP.

3. Removal of old antivirus, Installation, integration of NGAV with Export-Import Bank of India's LAN and SIEM solutions (QRADAR).
4. The proposed solution should have provision of handshake / interface / integration with the Bank's existing hardware and software at all levels.
5. The bidder should fix all the technical problems, provide and implement upgrades, updates free of cost to the Bank, as and when released by the OEM during subscription period.
6. The bidder shall address statutory requirements, network and security audit recommendations suggested by the Bank from time to time on regular basis without additional cost to the Bank
7. The bidder to have back-to-back arrangement with OEM/Service provider for support, updates and upgrades. Certificate for the same to be provided along with. A Letter for support from original equipment manufacturer (OEM)/Service Provider shall also be submitted in addition to Manufacturer's Authorization Form [MAF] for the contract period.

## **8. Software maintenance and Support**

- a. The bidder shall provide free maintenance services during contract period.
  - i. The bidder shall provide upgrades, updates, patches and regular virus signature updates, etc. without any additional cost.
  - ii. The bidder must depute qualified maintenance engineer whenever required or on demand by Export-Import Bank of India.
- b. The bidder shall ensure that faults and failures intimated by Export-Import Bank of India as above are set right within 24 hours of being informed of the same.

## **9. Training**

A Comprehensive training shall be the key to successful Operations and

Maintenance; hence, the bidder to provide comprehensive training to the Bank's nominated employees at Export-Import Bank of India, Mumbai. The training documents including Operating Manuals, Standard Operating Procedures (SOP) for the proposed solution shall be prepared and shared by the bidder with Export-Import Bank of India. The successful bidder is free to propose the training plan. However, at a minimum, the plan shall include the following:

Sr. No.	Contents of Training Program
1	Overview of the components Installed
2	Technical Architecture
3	Operating procedure for Next Generation Antivirus software
4	Installation procedure for Antivirus client and server license on varied Operating Systems
5	Technical and Operational Manual of the solution
6	Handling worst case scenarios (Malwares, Zero Day Vulnerabilities among others)

The above plan is only indicative; the final training plan shall be finalized between the successful bidder and Export-Import Bank of India. No separate charges will be paid for training.



## **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 bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the general eligibility criteria. The bidder is expected to provide proof for each of the points for eligibility criteria. Technical specification will be evaluated only for bidders meeting general eligibility criteria.

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) will be taken up by the Bank at its own discretion.

The price bid of those bidders will be opened who qualify the eligibility and technical specification criteria.

**The evaluation criteria will be based on Lowest Cost (L1) on total price quoted basis only.**

**INSTRUCTIONS TO BIDDERS**

<b>1.0</b>	<b>Location</b>
	Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India
	<p><b>a.</b> Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall email <b>clarifications up to May 18, 2020, 12.00 Hrs.</b> No request of any change in conditions shall be entertained after pre bid date of the tender.</p>
<b>2.0</b>	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.
<b>3.0</b>	<b>Transfer of Tender Documents</b>
	Transfer of tender documents purchased by one intending Bidder to another is not permitted
<b>4.0</b>	<b>Rates</b>
	The EXIM Bank is not concerned with any rise or fall in the product prices during price validity period of 180 days from tender opening date.
<b>5.0</b>	<b>Payments</b>
	The payment will be made as per below schedule: 100% payment will be made to the vendor on delivery, successful installation demonstration and training of the deployed product
<b>6.0</b>	<b>Obligations of Successful Bidder</b>
	<p><b>a.</b> The successful bidder has to supply all the components, services and licenses to make solution complete.</p>
	<p><b>b.</b> The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system.</p>
	<p><b>c.</b> Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the Bank immediately and help/guide the Bank in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve</p>

	<p>all calls at the earliest possible time frame at all locations and ensure appropriate uptime.</p> <p><b>d.</b> The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at EXIM BANK shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components</p>
<b>7.0</b>	<b>Signing of the contract</b>
	<p><b>a.</b> The successful Bidder may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 30 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.</p>
	<p><b>b.</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.</p>
<b>8.0</b>	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.
<b>9.0</b>	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.
<b>10.0</b>	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.
<b>11.0</b>	<b>Notices to local bodies</b>
	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.

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

Sign:

Date:

Place

## **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/2020-21/01**)

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:

## **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 Sir,

**Ref: Procurement of Next Generation Antivirus licenses Subscription for Export Import bank Of India.**

**Ref. No: EXIM/RFP/2020-21/01**

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 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:  
Date:

Name:  
Designation:

Seal:

## **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 particulars 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 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:**

## **ANNEXURE V**

### **ELIGIBILITY CRITERIA OF THE BIDDER**

<b>Sr. No.</b>	<b>Eligibility require from bidder</b>	<b>Compliance (Y/N)</b>	<b>Supporting Document enclosed (Y/N)</b>
1	Bidder must be a registered firm/company in India under Companies Act, 1956 and should have been in operation for at least 5 years as on date of RFP		
2	The Bidder/System Integrator should be the authorized representative / partner of the OEM. The proof in support of the same must be enclosed.		
3	The Bidder must have back-to-back support arrangement with the OEM's whose products are offered by the bidder to Export-Import Bank of India. The proof in support of the same must be enclosed.		
4	The Bidder shall provide references (including Referee names and contact details) in respect of major projects of similar type completed in the last three (3) years by the Bidder in any BFSI or government organization and having its offices/branches across India.		
5	The Bidder/OEM shall provide reference in respect to deployment of proposed NGAV solution in at least 3 BFSI sector organizations and at least 1 deployment in Public Sector Bank (provide list of components of NGAV suite supplied to Public Sector Bank with type of deployment i.e., cloud/hybrid)		
6	The Bidder shall provide details of proposed		

	NGAV solution. The Specifications/Data Sheet should be available publically on OEM's website.		
7	Integrity Pact Agreement (IPA) to be executed. <b>Download</b> the IPA (attached as <b>Annexure VIII</b> ) 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.		
8	Scanned copy of all Annexures on companies Letter head and signed copy of e-tender document to be uploaded on the E-tender portal		
9	Bidder should not have been debarred / black-listed by any Bank / Govt. / Govt. agency / PSUs Bank(s) / Financial Institutions in India in the past as on RFP submission date.		



## ANNEXURE VI

# TECHNICAL SPECIFICATION FOR NEXT GENERATION ANTIVIRUS SOLUTION

Sr. No	Technical Specification for Next Generation Anti-Virus Solution	Mandatory/Optional	Compliance (Yes/No)
1	Solution should deploy endpoint technology to Windows, Mac, and Linux assets.	Mandatory	
2	The solution must support cross platforms and cross environment architecture.	Mandatory	
3	Deploy endpoint technology to workstations, servers and managed in a single management dashboard.	Mandatory	
4	The solution must be a cloud/hybrid based solution with zero/minimal (only to push virus definition/agent patches) infrastructure on premise. In case of hybrid solution, the solution should allow to deploy management console/update server to DC and DR without any extra cost to the Bank.	Mandatory	
5	Solution must consume low CPU utilization.	Mandatory	
6	Solution must consume Low memory (RAM) utilization under 100MB.	Optional	
7	The solution must be next gen AV vendor and should be in the leader's quadrant of latest 2019 Gartner Report for Endpoint Protection Platforms.	Mandatory	
8	The solution should provide USB device control features leveraging same lightweight agent and offers complete visibility and control over USB storage devices including whitelisting / blacklisting and functional features like assigning read, write or execute access for devices.	Mandatory	
9	The solution must detect and block all types of attacks known malware, zero day attacks, ransomware using next gen technology using ML, Artificial Intelligence.	Mandatory	
10	The solution must block fileless attacks, exploitation behaviour, ransomware using Machine Learning and Artificial Intelligence.	Optional	
11	The solution should show number of other Anti-virus detecting same file on the same detection window.	Optional	

12	The solution must identify malicious files and prevent them from execution, including viruses, Trojans, spyware, crypto miners and any other malware type.	Mandatory	
13	The solution must identify malicious behaviour of executed files\running processes\registry modifications\memory access and terminate them at runtime, or raise an alert (exploits, Macros, PowerShell, WMI etc.).	Mandatory	
14	The solution must support the creation of rules to exclude files based on hash, filename and folders.	Optional	
15	The solution must identify and block privilege escalation attacks.	Mandatory	
16	The solution must identify and block reconnaissance attacks	Optional	
17	The solution must identify, and block credential theft attempts from either memory (credential dump, brute force) or network traffic (ARP spoofing, DNS Responder).	Optional	
18	The solution must identify and block/alert on lateral movement. The solution must identify user account malicious behaviour, indicative of prior compromise.	Optional	
19	The solution should detect advanced tradecraft and activity across the kill-chain including : Exploitation, Execution, Privilege Escalation, Social Engineering, Credential Theft, Persistence, Exfiltration, Actions on Objectives, etc.	Mandatory	
20	The solution should detect when using file-less and malware-less tools such as PowerShell.	Mandatory	
21	The solution must generate an intelligence driven detection in the UI.	Mandatory	
22	The solution must support network contain a host from detection window.	Optional	
23	The solution must support and establish real time response connection to endpoints.	Optional	
24	The solution must blacklist hashes through UI.	Mandatory	
25	Solution must have the capability to exclude applications that are normally detected as Potentially Unwanted Application	Mandatory	

26	Solution must have the application control lets you detect and block applications that are not a security threat, but that you decide are unsuitable for use in the office.	Mandatory	
27	The solution must continuously collect data on all the entities and their activities within the environment.	Optional	
28	The solution must support the display of entity and activity data.	Optional	
29	The investigation capability should not be dependent on endpoint being active or powered ON.	Optional	
30	The solution must support forensics even if the endpoint is not online / connected to cloud	Optional	
31	The solution must support queries like: Search for the occurrence of process/file/network/user activities across all endpoints in the environment.	Optional	
32	The solution must support the means to execute granular forensic investigation and remediation capability centrally.	Mandatory	
33	The solution must support isolation and mitigation of malicious presence and activity, locally on the endpoint.	Mandatory	
34	The solution must support isolation and mitigation of malicious presence and activity globally across the entire environment.	Mandatory	
35	The solution must manage whitelisted IP addresses for network containment.	Optional	
36	The solution must Validate that containment and blacklists are preserved across reboots	Optional	
37	Solution should have Machine learning detection and prioritization of suspicious events	Optional	
38	The solution must include proactive threat hunting service 24 x 7 x 365 days.	Optional	
39	The managed threat hunting alerts should come on same management console as endpoint solution.	Mandatory	
40	The solution must have built-in vulnerability assessment.	Optional	
41	The solution must provide details on missing OS patches with severity and third party applications.	Optional	
42	The solution must provide real time visibility into all assets.	Mandatory	

43	The solution must provide the means to conduct Inventory Management.	Optional	
44	The solution must provide details on failed login attempts.	Optional	
45	The solution should be capable of searching assets through MAC addresses.	Mandatory	
46	Correlate different linkages between users, files, and websites to detect rapidly mutating threats. By analysing key file attributes, The solution should accurately identify whether a file is good and assign a reputation score to each file, effectively protecting against targeted attacks.	Mandatory	
47	Have artificial intelligence to provide zero-day protection and stop new and unknown threats by monitoring file behaviours while they execute in real-time to determine file risk. Must be able to reduce the risk of virus/malware entering the network by blocking files with real-time compressed executable files.	Mandatory	
48	The solution should help prevent internal and external security breaches by monitoring application behaviour and controlling file access, registry access, processes that are allowed to run, and devices information can be written to.	Mandatory	
49	The solution should automatically detects what location a system is connecting from, such as a hotspot, wireless network, or VPN and adjusts the security to offer the best protection for the environment.	Optional	
50	To address the threats and nuisances posed by Trojans, the solution should be able to do the following: Terminating all known virus processes and threads in memory, repairing the registry, Deleting any drop files created by viruses, removing any Microsoft Windows services created by viruses, restoring all files damaged by viruses, Includes Clean-up for Spyware, Adware etc.	Mandatory	
51	The solution must monitor user accounts including domain and local accounts, standard and administrative accounts.	Optional	
52	The solution must provide log collection and retention.	Optional	

53	The solution must support the discovery of unattended attack surfaces.	Optional	
54	Should be able to monitor files when they are accessed by a process (read/write)	Optional	
55	Solution must have the feature to conserve bandwidth by blocking inappropriate browsing and warns users before visiting productivity-impacting websites. Blocks site categories likely to consume high bandwidth.	Optional	
56	Proposed solution should show the alert description along with User & Device	Optional	
57	Solution should offer pre-defined administration roles to divide up security tasks according to the administrators' responsibility level.	Optional	
58	Solution must detect network traffic to command and control servers	Mandatory	
59	Solution should support automated malware removal	Mandatory	
60	Should provide protection against Encrypting File System attacks (EFS)	Mandatory	
61	Solution must provide the Application Category, so as to block the Applications as required by the administrator.	Optional	
62	Solution should support scheduling of policies.	Optional	
63	Solution should have the option to block the website on the category basis.	Optional	
64	The solution must have flexible server deployment options to match various types of environments.	Optional	
65	The solution must support rapid and seamless installation across all endpoints/servers in the environment.	Optional	
66	The solution must have a single management dashboard for servers, endpoints.	Mandatory	
67	The solution must have a light footprint for minimal impact on the endpoint/server performance.	Optional	
68	The solution must provide an encrypted communication between the management server and the agents on the endpoints/servers.	Mandatory	
69	The solution must support all commonly used Operating Systems.	Mandatory	

70	The solution must co-exist with all commodity and proprietary software on the endpoints\servers.	Optional	
71	Solution should offer the tamper protection	Mandatory	
72	Solution should support 2FA to login to management console	Mandatory	
73	Solution should provide protection against * Prevent Ransom attacks that target MBR. * Destructive Boot records attacks. * Prevent bootkit installation.	Optional	
74	Solution must have deep learning technology	Mandatory	
75	Solution must have root cause analysis/Threat cases for the malware incidents	Mandatory	
76	Solution should be integrated with the Active Directory and should have the capability to sync with the active directory	Mandatory	
77	Solution must have capability to Search for potential threats on devices using file names, SHA-256 file hashes, IP addresses, domains or command lines.	Mandatory	
78	Should be able to stop mass encryption of documents and other files on local disks (including USB drives) and remote shares on network drives (SMB) even if it happens from an (abused) trusted legitimate process	Optional	
79	Solution must offer Safe Browsing by protecting critical functions in web browsers.	Mandatory	
80	Solution must mitigate exploits in vulnerable applications  a) Protect web browsers b) Protect web browser plugins c) Protect Java applications d) Protect media applications e) Protect office applications	Mandatory	
81	Solution should Protect processes by a) Preventing process hollowing attacks b) Preventing DLLs loading from untrusted folders	Mandatory	
82	The solution must provide centralized management features, allowing administrators to fully manage and enforce Antivirus policies across the entire network.	Mandatory	

83	Solution should have the flexibility of creating the policy on the basis of device or User.	Mandatory	
84	Should give priority to system libraries for downloaded applications (DLL Hijacking)	Optional	
85	Should have Application Lockdown to stop logic-flaw attacks that bypass mitigations	Optional	
86	Should have Java Lockdown to prevent attacks that abuse Java to launch Windows executable	Optional	
87	The solution must support File Integrity Monitoring (FIM) for Server OS	Mandatory	
88	EDR solution should have the ability to create Forensic Snapshots and perform detailed analysis on demand.	Mandatory	
89	Detect and analyse advanced threat indicators such as fileless attacks	Optional	
90	Advanced response capabilities including Isolation, quarantine, rollback and Root cause analysis for simple or full "kill chain	Optional	
91	The solution must support automated distribution on endpoints or servers added to the environment following the initial deployment.	Optional	
92	The solution must provide encrypted communication between the central EDR server and the agents on the endpoints or servers.	Mandatory	
93	The solution must provide full protection for endpoints and servers that are offline (do not connect to the organization's network)	Optional	
94	The Solution should detect Indicators of Compromise (IOC's)	Mandatory	
95	The solution must support integration with common SIEM products.	Mandatory	
96	The solution must be capable to Query device status via API including OS, version, first seen, last seen.	Optional	

#### **NOTE:**

Minimum 80% technical compliance and compliance to all mandatory specification is required to qualify for price bid opening

## **ANNEXURE VII**

### **COMMERCIAL BID**

#### **Commercial Bid for Next Generation Antivirus (NGAV) Software Subscription for 1 Year (Amount in ₹)**

Sr. No	Product Description	Client License Quantity (A)	Unit Price in ₹ (B)	Total Price in ₹ C=A*B
1	<b>[CLOUD Solution Provider Only]</b> NGAV Subscription for desktops/laptops (Windows 7,8,10)	600		
2	<b>[CLOUD Solution Provider Only]</b> Servers (Windows + common Linux variants)	150		
3	<b>[Hybrid Solution Provider Only]</b> NGAV Subscription for desktops/laptops (Windows 7,8,10)	600		
4	<b>[Hybrid Solution Provider Only]</b> Servers (Windows + common Linux variants)	150		
GRAND Total in ₹				

#### **\* SPECIAL NOTE:**

**All prices should be exclusive of all taxes and duties.**

**If required, additional licences subscriptions will be procured in pack of 50 with in price validity period.**

**The Bank will decide the type of deployment (i.e. Cloud/Hybrid). The L1 will be selected based on the Bank's decision on type of deployment.**



## **ANNEXURE VIII**

### **NON-DISCLOSURE AGREEMENT**

**This Agreement** is made on the \_\_\_\_\_ day of \_\_\_\_\_ by and between

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

**AND**

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

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

#### **WHEREAS**

The Parties intend to engage in a business relationship which includes \_\_\_\_\_. In the course of such business relationship, it is anticipated that EXIM may disclose or deliver to \_\_\_\_\_ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of

\_\_\_\_\_ (hereinafter referred to as “the Purpose”).

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

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

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

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

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the

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

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

analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

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

that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

Disclosing Party: Export – Import Bank of India

Receiving Party: \_\_\_\_\_

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

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

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

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

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

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

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

Disclosing Party

Receiving Party

By\_\_\_\_\_

By\_\_\_\_\_

Name:

Name:

Title:

Title:

**MANUFACTURER'S AUTHORIZATION FORM**  
**(MAF)**

Date: \_\_\_\_\_

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

Tender Ref. No: **EXIM/RFP/2020-21/01**

**Name of Tender:** Procurement of Next Generation Antivirus licenses Subscription  
for Export Import Bank of India

Dear Sir,

We \_\_\_\_\_ (**OEM Name**) \_\_\_\_\_ who are established and  
reputable manufactures of \_\_\_\_\_ having factory  
at \_\_\_\_\_ do hereby authorize (**Bidder Name.**), (  
**Bidder Address** \_\_\_\_\_) who intends to bid, negotiate and conclude the  
contract with you against the above mentioned tender reference for our range of  
products.

We hereby extend our full guarantee and warranty as per terms and conditions of  
the tender and the contract for the equipment and services offered against this  
invitation for tender offer by the above firm.

Yours faithfully,  
(Name of bidder)

for and on behalf of

M/s \_\_\_\_\_  
(Name of manufactures)

## **INTEGRITY PACT**

Between

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

And

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

### **Preamble**

The Principal intends to award, under laid down Organizational procedures, contract/s for “Procurement of Next Generation Antivirus licenses Subscription for Export Import Bank of India”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.



- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose an any and all payment made, are committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

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

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

### **Sanction 4 – Compensation for Damages**

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand

and recover the damages equivalent to Earnest Money Deposit/Bid Security.

- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## **Section 5 - Previous transgression**

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

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

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

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

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

## **Section 8 - Independent External Monitor**

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

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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sk of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), EXIM BANK.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), EXIM BANK and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Managing Director (MD), EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director (MD), EXIM BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), EXIM BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

## Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

## Section 10 - Other provisions

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

\_\_\_\_\_  
(For & On behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness 1:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE XI**

**PRICE VALIDITY**

(To be submitted in the Bidder's letterhead)

To,

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

**Sub:** E-Tender Reference No.: \_\_\_\_\_

Dear Sir,

We hereby confirm that, the Product quoted unit price is valid for 180 days from tender opening date.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)

**STATEMENT OF NIL DEVIATIONS**

(To be submitted in the Bidder's letterhead)

To,

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

Re: Tender RFP Ref: \_\_\_\_\_

Dear Sir,

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

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)

**PRE BID QUERY FORMAT****Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting**

If, bidder, desiring to respond to RFP for “**Procurement of Next Generation Antivirus licenses Subscription for Export Import Bank of India**”, require any clarifications on the points mentioned in the RFP may communicate with EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online, if lockdown is extended. Online Meeting details will be shared with interested bidders whose pre-bid queries received 2 days before i.e. on or before May 18, 2020 12:01 pm pre bid meeting) will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required.

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

Next Generation Antivirus Solution		BIDDER'S REQUEST FOR CLARIFICATION
To be emailed to:	Mahesh Bhangale <a href="mailto:Mahesh.b@eximbankindia.in">Mahesh.b@eximbankindia.in</a> Chief Manager- Information Technology Group  Dharmendra Sachan <a href="mailto:Dharmendra@eximbankindia.in">Dharmendra@eximbankindia.in</a> General Manager-Information Technology Group	
Name of Organisation submitting request	Name & position of person submitting request	Full formal address of the organisation including phone, fax and email points of contact
		Email:
		Tel/Mobile:
Section Number:		
Page Number:		
Point Number:		
Query description		

Name and signature of authorised person issuing this

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