



E-Tender for “Red Team Exercise and Cyber Forensics Services to  
Export-Import Bank of India”

E-Tender Reference No: EXIM/RFP/2020-21/017

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

Mumbai – 400 005

## QUOTATION BID NOTICE

1. Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for "Implementation and Maintenance of Two Factor Authentication Solution".
2. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.
3. Vendor registration can be done online by opening Website:
4. <https://eximbankindiatenders.procuretiger.com> Click on "New Bidder Registration" link, create User Id and Password and attach your Digital certificate.
5. 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.

### 6. 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: +91 (79) 68136820/29/31/35/40/43/52/53/57/59/63

Fax: +91 (79) 40230847

Email Ids: [support@auctiontiger.net](mailto:support@auctiontiger.net)

7. 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	Information Security Project Support Services to Export- Import Bank of India
Tender Reference No.	<b>EXIM/RFP/2020-21/017</b>
Tender Document Cost.	<b>₹1,000/- (Non-refundable)</b> (Demand Draft (DD) in favor of “ <b>Export-Import Bank of India</b> ” payable at Mumbai.
EMD Amount	<b>₹50,000/-</b> (Demand Draft (DD) in favor of “ <b>Export-Import Bank of India</b> ” payable at Mumbai.
Last date for acceptance of IP Agreement, Tender Cost and EMD.	09-Oct-2020 12:00 PM
Place of Submission of DD and IP Agreement original document.	Export-Import Bank of India, Center One Building, 21 <sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Pre-bid Meeting Date and Time	21-Sep -2020 11.30 AM
Date of Online Notice	17-Sep-2020 2:00 PM
Document Downloading Start Date	17-Sep-2020 2:00 PM
Document Downloading End Date	08-Oct-2020 06:00 PM
Last Date and Time For Submission	09-Oct-2020 01:00 PM
Technical Bid Opening Date	09-Oct-2020 03:00 PM
Address for communication	As above Ph. 022-22172600, Ext: - 2365/2353 E-Mail:DeepakBhatia@eximbankindia.in, vivek.m@eximbankindia.in
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.

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. Single Point of Contact Mobile No. for e-tender clarifications		
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 S.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 & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
5. The MSMEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.
6. **Relaxation of Norms for Micro & Small Enterprises (MSMEs):**
  - a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.

- b. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein 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.
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 what so ever. 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 three stage process. The stages are:

- a) General Eligibility evaluation
- b) Technical evaluation
- c) Techno-Commercial evaluation

**Technical Evaluation Scoring**

- i. The objective of designing this evaluation method is to facilitate the selection of the most technically capable system which can appropriately meet the business requirements of the Bank. The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.
- ii. The first stage of evaluation will be evaluating the technical proposals of the shortlisted bidders after the eligibility screening. The bidders scoring less than 75 marks (cut-off marks) out of 100 marks in the technical evaluation shall not be considered for further evaluation. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will be invited for next stage of techno-commercial evaluation process.
- iii. The decision of the Bank in regards to Evaluation would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason what so ever.
- iv. The Technical bid would be rated on a total score of 100 with the major areas as follows and the ranking of Technical score would be derived for each Bidder.

**Techno- Commercial Evaluation**

- i. The Commercial Bid will be opened only if the Technical Bid is cleared and accepted.

ii. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation Bank may seek specific clarifications from any or all Bidders.

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

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

v. 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 of the response to this RFP will be done on a 70-30 techno-commercial evaluation method. 70% weightage is to the response to Table below – “Technical Bid evaluation criteria” and 30% weightage to the response to “Commercial Bid”. The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology has been given below

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

Where:

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

Acronyms:

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

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

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

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

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

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

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

## **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.

## SPECIAL CONDITIONS OF RFP

1. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
2. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
3. **Advance Payments:** No advance payment(s) would be made OR Advance payments may be made upto 30% against appropriate Bank guarantee or any authorised guarantee, as acceptable to the Buyer.
4. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
5. **Annual Maintenance Contract (AMC) Clause:** The following AMC clause will form part of the contract placed on successful Bidder (only whenever and wherever applicable cases)
  - a. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:
    - i. **Preventive Maintenance Service:** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to carry out functional check-ups and minor adjustments/ tuning as may be required.
    - ii. **Breakdown maintenance Service:** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.
  - b. **Response time:** The response time of the Seller should not exceed 48 hours from the time the breakdown intimation is provided by the Buyer.
  - c. **Maximum repair turnaround time** for equipment/system would be 7 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
  - d. **Technical Documentation:** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

- e. During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.
- f. The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 2 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

**6. Force Majeure clause:**

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

## 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.

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.

## 1.0. Scope of Work

The activities and services are defined in this RFP are illustrative and indicative but not exhaustive. The scope & deliverables may undergo changes/updates due to implementation of new products, technology, business needs, legal and regulatory requirements etc. Vendors are expected to update additional relevant items in these activities to conform to global best practices and currently available knowledge base. Detailed service, scope & deliverables shall be defined at the time of issuance of work/purchase order.

The detailed scope, work description and deliverables of required services are given in as below:

### 1.1Red Team Exercises

The vendor should be able to simulate a real-world cyber-attack scenario to measure the defensive and response capabilities of the Bank.

#### **Scope of Work for Red Team Exercise**

- Recognizing security issues within the Bank.
- Examine the weakness in Bank's IT security through the eyes of an industrial spy or a competitor.
- Perform Social engineering.
- Trusted systems testing.
- Perform Password Cracking.
- Identification of possible weak points in physical and logical security of DC & DR Sites.
- Vulnerability Research and Verification (automated and manual).
- Competitive Intelligence.
- Perform Internal application Testing.
- Perform privilege escalation to obtain root privileges.
- Identify misconfigured and unpatched devices hosted in Bank's network.

### ➤ Deliverables

- Deliverables should include detailed analysis reports with security gaps identified and recommendations to address the security gaps.
- A summary of final report including identification tests, tools used, and results of activities performed.

## **1.2 Cyber Forensic Analysis/Investigations**

The vendor should be able to deploy personnel who can conduct forensic analysis on-demand basis and help the bank to conduct forensic analysis activities.

### **Scope of Work for Cyber Forensic Analysis/ Investigations**

- The vendor should have skill set to handle the forensic analysis activities across various IT systems, applications and infrastructure systems in the Bank.
- Vendor should conduct the activity in a structured fashion using global best practices for conducting forensic analysis.
- Vendor should be able to provide services including (but not limited to) the examination of computers, mobile phones and other digital devices, digital evidence preservation, recovery, analysis, electronic mail extraction and database examination.
- Methodologies and tools should be handled by the vendor for handling the forensic analysis.
- Then vendor should conduct the Forensic readiness assessments.
- Vendor should have defined process for the management of the evidences that are collected during the forensic analysis.
- Vendor should Perform cyber forensics and Incident investigation of networking and security devices etc.

- Vendor should ensure that proper chain of custody (CoC) is maintained for integrity.
- Vendor should ensure all evidence recovery and collection methods are performed in a manner consistent to maintain preservation and protection of data and evidence in its original form such that it may be admissible in the court of law

➤ **Deliverables**

- Deliverables should include detailed analysis reports, summary reports with timelines, evidences collected in scientific manner, etc as required in forensic analysis activity.
- Deliverables should include a detailed assessment report on Forensic readiness.
- Deliverables should include detailed report on the technical and executive aspect of the investigation.

## 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 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.

### 3.0 Transfer of Tender Documents:

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

4.0 **Payments:** The payment will be made after receiving the Hard-Copy Invoice and satisfactory completion of the work.

### 5.0 Signing of the contract:

- a) 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.
- 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.

6.0 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.

7.0 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.

8.0 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.

9.0 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.

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/2020-21/017**)

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. Deepak Bhatia, Deputy General Manager,**

**Export- Import Bank of India, 21st Floor, Centre One,**

**World Trade Centre,**

**Cuffe Parade, Mumbai 400 005**

Dear Sirs,

**Ref: Red Team Exercise and Cyber Forensics Services to Export-Import Bank of India**

**Ref. No: EXIM/RFP/2020-21/017**

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.

I / We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.

I / We also undertake that, we were never involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

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

#### Minimum Eligibility Criteria

Sl. No.	Pre-Qualification	Compliance (Yes/No)	Supporting Documents Required
1	The bidder should be a registered company in India and should be in existence for minimum of Five years as on the date of E tender		Attach Copy of Certificate of incorporation
2	The bidder should be empaneled by CERT-In		Attach valid certificate
3	The bidder should have minimum annual turnover of Rs.20 Crores during the last three financial years (i.e. 2017-2018, 2018-19 & 2019-20). (Please provide audited annual reports, Balance Sheet, Profit & Loss accounts for the same.		Attach annual audited balance sheet for last three financial years
4	The bidder should have earned both operating as well as net profit for three financial years i.e. 2017-2018, 2018-19 & 2019-20 (Please provide audited annual reports, Balance Sheet, Profit & Loss accounts for the same).		Audited Balance sheet or Profit/Loss statement of the firm to be provided of last three financial years
5	The Bidder should have experience in & expertise in handling Cyber Forensics and Red Team Assignments in India in BFSI Sectors in last THREE years i.e. on or after 01.04.2017.		Attach copies of Purchase Order/reference, contract, installation certificate for software supplied and services provided.
6	Bidder must have carried out Minimum TWO Information Security related Assignments in BFSI during preceding year i.e. on or after 01.04.2018 for a duration of minimum 15 Man-Days.		Attach copies of Purchase Order/reference, contract.

7	<p>The Bidder should have minimum Ten staff with any of the following qualifications / certifications.</p> <ol style="list-style-type: none"> <li>1.Certified PCI DSS professional</li> <li>2.CISM</li> <li>3.GIAC</li> <li>4.CRISC</li> <li>5.SSCP</li> <li>6.CISA</li> <li>7.CISSP</li> <li>8.Offensive Security Certified Professional</li> </ol>		Provide exact number of certified officials and total no. of officials as per Annexure – VII.
8	<p>The companies or firms, bidding for tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered. Please refer Annexure-III</p>		Undertaking as per Annexure III
9	<p>Bidder should have presence in Mumbai &amp; Delhi. (Please provide the details such as address of the office, contact no. of the office, number of &amp; level of technical staff working at these places etc.)</p>		Address in Mumbai & Delhi.
10	<p>Integrity Pact Agreement (IPA) to be executed.</p>		<p>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 IX</p>

**Note to Vendors/ Bidders:**

The Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the technical bid(s), if required.

**Technical Bid Criteria**

S.No.	Activities related to IT / Cyber Security	Maximum Marks	Marks Scored	Remarks
1	Turnover of the bidder- minimum annual turnover of Rs.20 Crores in the last three financial years (i.e. 2017-16 & 2018-2019 & 2019-2018)  (For evaluation purpose, average of three years turnover will be considered)  20 to <100 Crore Turnover: 10 marks  100 to <250 Crore Turnover : 12 marks  250 to <500 Crore Turnover :15 marks  > 500 Crore : 20 Marks	20		
2	Total Number of Red Team related services performed for Banks in India.  1-2 assignment : 10 Marks  2-5 Assignment: 15 Marks  More than 5 Assignment: 20 Marks	20		
3	Total Number of IT investigation/ Cyber/Digital Forensics related services performed for Banks in India. 1-2 assignment: 10 Marks  2-5 Assignment: 15 Marks  More than 5 Assignment: 20 Marks	20		
4	Total No. of Skilled Employees / Resources available as per the enclosed list of Employees with their Credentials / Certifications related to Information Technology/Information Security/ Cyber Security Activities given in the Annexure C. 11 to 50 Employees -- 05 Marks  More than 51 Employees --10 Marks	10		

5	No. of Years' Existence/Establishment in Information Technology/Information Security/ Cyber Security related activities in India in BFSI Sector. Evidence of the 1st Assignment to be enclosed as a proof of Experience. – One Mark per year prior to 01.04.2016.	10		
6	<p>Presentation and Methodologies, Procedures, Tools, Utilities, Templates Developed / used during execution of previous assignments and arrangements for BCPDR Infrastructure proposed etc. presented by the Bidder. –</p> <p>To be given by Bank Team based on Presentations</p> <p>*Bidder who fulfills the eligibility criteria will be called for presentation and product demonstration, in accordance with the responses given for identified requirements, any time after the date of submission of bid. The Bank will communicate the date and time to the bidder.</p>	20		
	Total Marks	100		

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

NAME, SIGANTURE & STAMP OF THE BIDDER.

**Annexure-VI**

**COMERCIAL PROPOSAL:**

Red Team Exercise				
S no		2020-21	2021-22	2022-23
1	Red Team Exercise @per event cost			

—— \*Bank may conduct the Red Team Exercise more than once in a Financial Year, if needed

Cyber Forensics				
S No		2020-21	2021-22	2022-23
1	Retention Money			
2	L1 @per man-day			
3	L2 @per man-day			
4	L3 @per man-day			

**\* Special Note: All prices should be exclusive of GST.**

**Annexure-VII**

**Employee Profile**

<b>S.No.</b>	<b>Name of the Employee</b>	<b>Designation</b>	<b>Professionals / Technical / Qualifications / Certifications</b>	<b>Date of Joining</b>	<b>No. of Completed Years as on 31.03.2020</b>	<b>No. of IT/IS/CS Projects Handled</b>	<b>Activities Performed</b>

- a. Employee should be on permanent Pay Roll of the company.
- b. Ad-hoc / Temporary staff or other outsources / organisation should not be included.

## Annexure-VIII

### NON-DISCLOSURE AGREEMENT

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

\_\_\_\_\_, (a \_\_\_\_\_ 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 or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications**: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term**: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between \_\_\_\_\_ and 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:

**PRE CONTRACT INTEGRITY PACT (IP Agreement)**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ month of 2020, between, on one hand, the President of India acting through Shri Deepak Bhatia (Deputy General Manager), Export-Import Bank 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 Red Team Exercise and Cyber Forensics Services to Export- Import Bank of India 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 Deputy General Manager, Export-Import Bank of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

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

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

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

**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, favour 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 particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office to avoid any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is to be reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **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 in order to secure the contract or in furtherance to secure it and in particular commit himself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, 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 favour 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, in order to recover the payments; already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such

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

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

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

<b>Shri Debabrata Sarkar</b> <b>Ex-CMD, Union Bank of India</b> <b>Mayfair Boulevard (Narayan Apartment)</b> <b>Flat No.701, Main Avenue Road</b> <b>Santacruz (West) , Mumbai – 400054</b> <b>Email: dsarkar53@gmail.com</b> <b>Mobile: 08879684000</b>	<b>Shri S K Goel</b> <b>Ex-CMD, IIFCL</b> <b>Villa No.77, Kelisto Town Homes,</b> <b>Jaypee Wish Town, Sector-128</b> <b>Noida-202303</b> <b>Email: subodhgoel22@gmail.com</b> <b>Mobile:09650867778</b>
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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 sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

### **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 the purpose of such examination.

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

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

### **11. Other Legal Actions**

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

### **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extended up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and

the BIDDER/Seller, including warranty period, whichever is later. In case BIDQER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

**BUYER**

**BIDDER**

Mr./Ms.

\_\_\_\_\_  
Export-Import Bank of India

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

Witness

Witness

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

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

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

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

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

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