



E-Tender for “Procurement of Data Loss Prevention (DLP) and Data Classification Solution”

E-Tender Reference No: EXIM/RFP/2021-22/09

Head Office:

**Center One Building, 21st Floor, World Trade Centre Complex,
Cuffe Parade, Mumbai – 400 005**

TABLE OF CONTENTS

SR. NO.	DESCRIPTION	PAGE NO.
1	Quotation Bid Notice	3
2	General Tender Details	4
3	Mandatory information required for pre-qualification of the Bidder	6
4	Information for Bidders	7
5	Conditions for Micro, Small and Medium Enterprises (MSMEs)	8
6	General Conditions of RFP	9
7	Special Conditions Of RFP	13
8	Introduction and Scope of work	15
9	Instructions To Bidders	29
10	E-Tendering Process Compliance Statement	31
11	Undertaking From the Bidder	32
12	Self-Declaration for Compliance	33
13	Eligibility Criteria of the Bidder	34
14	Technical Evaluation Criteria	36
15	Commercial Proposal	38
16	Non-Disclosure Agreement	39
17	Pre-Contract Integrity Pact (Ip Agreement)	44
18	Timeline and Payment Milestone	50

1. QUOTATION BID NOTICE

1. Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for “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

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers: - M: - 9081000427/ 09904406300

E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

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.

2. GENERAL TENDER DETAILS

Tender Document for	Procurement of Data Loss Prevention (DLP) and Data Classification Solution
Tender Reference No.	EXIM/RFP/2021-22/09
Tender Document Cost.	Nil
EMD Amount	<p>₹ 3,00,000.00 (Rs. Three lakhs Only) (Demand Draft (DD) in favour of “Export-Import Bank of India” payable at Mumbai. OR transfer the amount to:</p> <p>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</p> <p>Upload Transfer amount and reference number details along with technical proposal.</p>
Last date for acceptance of IP Agreement, Tender Cost and EMD.	29-Jul-2021 04.00 pm (IP to be executed in Rs. 500 non-judicial stamp paper in case of Mumbai based company. For other places, respective state stamp duty rules will be applicable.) Without IP, bids will not be considered for evaluation.
Place of Submission of DD and IP Agreement original document.	Export-Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Pre-bid Meeting Date and Time	14-Jul-2021 04.00 pm [Meeting will take place online. Meeting ID will be sent to those Bidders who have successfully completed the vendor registration.
Date of Online Notice	07-Jul-2021, 5.00 pm
Document Downloading Start Date	07-Jul-2021, 5.00 pm
Document Downloading End Date	29-Jul-2021 10.00 am
Last Date and Time For Submission	29-Jul-2021 5.00 pm

Technical Bid Opening Date	29-Jul-2021 6.00 pm
Address for communication	As above Ph. 022-22172600, Ext: - 2365/2353 E-Mail: madhes.g@eximbankindia.in vivek.m@eximbankindia.in tender.enquiry@eximbankindia.in
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

Note: Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet. I.e. the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids.

The eligible Bidders will be trained by M/s e-Procurement Technologies Ltd. (Abc Procure) personnel on the methodology of submitting the bids online using a special digital signature / electronic key / password at the date and time specified. The bids placed by the Bidders are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection.
2. Operating system – Windows 7/ Windows 10.
3. Digital certificate - Class II or III, signing + Encryption, and **it should be organizational certificate only.**
4. Vendor registration can be done online by opening Website:
<https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.

For any clarification kindly contact –

E-Procurement Technologies Limited
801 – Wall Street – II
Opposite Orient Club near Gujarat College,
Ellis Bridge, Ahmedabad – 380 006
Gujarat,
India

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers: - M: - 9081000427/ 09904406300

E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

3. 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:

4. 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 in 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.

5. 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.

6. 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 regard 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 whatsoever.
- 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

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

Where:

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

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.

7. 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.

8. Introduction and Scope of work

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.

Objectives of the Project

The Bank is in the process of implementing Data Loss Prevention and Classification solution to cover structured and non-structured data for a minimum of 750 users. The solution should be expandable to the count of 2000 in future. The Bank invites proposal from experienced bidders for supply, implementation, rollout, operations, and maintenance of the supplied solution that can integrate with the Bank's security solutions and related infrastructure.

Scope of Work

The proposed DLP and Data classification solutions should be implemented in primary data centre at Mumbai in HA (High Availability) mode and Disaster Recovery site in Normal mode. All the hardware and related software for DLP and Data classification deployment will be provided by the Bank. The solution should integrate with IBM Qradar for continuous monitoring.

Sr. No.	Technical Specification fro Data Loss Prevention (DLP)	Bidder's Compliance (Yes/No)	Bidder's Remarks
Data Loss Prevention (DLP)			
Email DLP			
1	The solution should provide the central management for the incidents generate over the Email, Endpoint and discovery.		
2	The solution should be able to block outbound emails sent via SMTP if it violates the policy without agent.		
3	The proposed solution should work as an MTA to receive mails from mail server and inspect content before delivering mails to next hop and should quarantine emails that are in violation of company policy, this should be achieved on solution same solution itself.		
4	The solution should support Email DLP deployment on Microsoft Azure/On-prem for Office 365. All licenses required for the same should be included and management should be from the same centralized management platform		
5	The solution should be able to identify data leaked in the form unknown and known encrypted format like password protected word document. The solution should be able to identify malicious traffic pattern generated by Malware infected PC in order to prevent future data loss by the malware. The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to release the mail without logging into the UI		
Endpoint Data Monitoring & Protection			
6	The solution should have pre-defined applications and multiple application groups and allow each application/application group to monitor operations like Cut/Copy, Paste, File Access and Screen Capture or Download. Also, solution should have the capability to define the third-party application. The solution should be able to define the policies for the inside and out of office endpoint machines. The endpoint solution should have capabilities to monitor applications and ensure unauthorized applications do not have access to sensitive files. The endpoint solution should be able to perform discovery only when the endpoint is connected to external power or Machine is Idle		

7	The solution should be able to monitor data copied to network file shares and should enforce structured and unstructured fingerprint policies even when disconnected from corporate network. The endpoint would be able to store both structured and unstructured fingerprints on the endpoint itself and should perform all analysis locally and not contact and network components to reduce WAN overheads. The solution should be able to enforce different policies for desktops and laptops.		
8	The solution should Provide "Cloud Storage Applications" group which monitor sensitive content accessed by this cloud storage application on the endpoint and prevent sensitive data from uploading to the cloud. For Example (Should support from day 1(Windows 10 and MAC OSX 10.13.6) - Box, one Drive		
9	The endpoint solution should Blocking of non-Windows CD/DVD burners, it should also Inspect and optionally block Explorer writes to WPD class devices. The endpoint solution should encrypt information copied to removable media. It Should support both Native and Portable Encryption and manage the Encryption and DLP policies from the same management Console.		
10	Endpoint solution should support win 32 and 64 bit OS, Support wide variety of platforms (Below support from Day1):Windows 7, Windows 8.1, and 10, Windows server 2008 R2, Windows server 2012 R2, Windows server 2012, Mac OS X -10.11.X,10.15.x, , VDI (Citrix and VMWare)		
11	The solution should Support PrtSc blocking on endpoint when configurable list of specific application is running, no matter it is in the foreground or background. The actual PrtSc capture will also be submitted to the DLP system as forensic evidence.		
12	The solution should have ability to detect cumulative malware information leaks. The solution should be able to detect the data leaks over to competitors and the data sent and uploaded after the office hours predefined patterns. The solution should able to detect and Block the sensitive information uploads to Group of P2P software: - Bit Tornado, Bit torrent, eMule and eMuleFrostWire.		
13	The Endpoint DLP Solution must be able to encrypt data when business classified data is sent to removable media drives.		

14	The Proposed Endpoint DLP Solution must be able to apply DLP policies to Microsoft RMS encrypted files on Windows endpoints to have better understanding of how RMS is being used by employees to protect sensitive data.		
15	The solution should support the multiple Endpoint Profile Creation for the Better Security between the different departments. The endpoint installed should have the capability to create the Bypass ID after validation by the administrator by generating the Passcode.		
Data Identification & Policy Management			
16	The solution should have a comprehensive list of pre-defined policies and templates and patterns to identify and classify information pertaining to different industry like Finance, Banking, PII, PCS and India IT Act.		
17	The solution should provide capabilities to identify data based on keywords or dictionaries and the solution should be able to enforce policies based on file types, size of files and also the name of the file		
18	Solution should provide the Detection of extensions associated with SWIFT, Java, and C++ programming languages.		
19	The solution should be able to detect and take actions on encrypted and password protected files without reading the encrypted content.		
20	The solution should be able to do full binary fingerprint of files and also should be able to detect even if partial information gets leaks from fingerprinted files or folders		
21	The solution should be able to recursively inspect the content of compressed archives		
22	The solution should be able to fingerprint only specific fields or columns within a database and should be able to identify information from databases by correlating information residing in different columns in a database		
23	The solution should detect and protect data leaks over print channel.		
24	The Solution should have advanced Machine Learning – Ability to automatically learn sensitive information from copies of information that needs to be protected and also automatically learn false positives.		
25	The solution should enforce policies to detect low and slow data leaks		
26	The solution should be able to enforce policies to detect data leaks even through image files through OCR technology on email channel.		

27	The solution should be able to provide risk scores of the user based on their Incident patterns		
28	The Proposed DLP Solution must be GDPR with specific state PII and CCPA Compliant		
29	The proposed DLP Solution must be able to detect Data Classification Labels applied by Data Classification partners by reading metadata as well as custom header analysis and should Integrated with RMS tools.		
30	The solution should have potential to perform a DAR discovery scan of data residing on File server - NAS and SAN storage.		
Automated Response & Incident Management			
31	The solution should be able to alert and notify sender, sender's manager and the policy owner whenever there is a policy violation, Different notification templates for different audience should be possible.		
32	The solution should support quarantine as an action for email policy violations and should allow the sender's manager to review the mail and provide permissions for him to release the mail without logging into the UI		
33	The incident should include a clear indication of how the transmission or file violated policy (not just which policy was violated), including clear identification of which content triggered the match and should allow opening of original attachment directly from the UI		
34	The incident should display the complete identity of the sender (Full name, Business unit, manager name etc.) and destination of transmission for all network and endpoint channels. The solution should also allow assigning of incidents to a specific incident manager		
35	The solution should provide automatic notification to incident managers when a new incident is assigned to them, and the incident should not allow for deletion even by the product administrator		
36	The solution should allow a specific incident manager to manage incidents of specific policy violation, specific user groups etc.		
Role Based Access and Privacy Control			
37	The system should control incident access based on role and policy violated. The system should also allow a role creation for not having rights to view the identity of the user and the forensics of the incident		
38	The system should create separate roles for technical administration of servers, user administration, policy creation and editing, incident remediation, and incident viewing for data at rest, in motion, or at the endpoint		
39	The system should allow a role only to view incidents but not manage or remediate them		

40	The system should have options to create a role to see summary reports, trend reports and high-level metrics without the ability to see individual incidents		
41	The system should allow incident managers and administrators to use their Active directory credentials to login into the console		
Reporting and Analytics			
42	The solution should have a dashboard view designed for use by executives that can combine information from data in motion (network), data at rest (storage), and data at the endpoint (endpoint) in a single view		
43	The system should allow reports to be mailed directly from the UI and should allow automatic schedule of reports to identified recipients		
44	The reports should be exported to at least CSV, PDF, HTML formats		
45	The system should provide options to save specific reports as favourites for reuse		
46	The system should have lots of pre-defined reports which administrators can leverage		
47	The proposed solution should provide Incident Workflow capabilities where user/Business Manager can remediate the DLP policy violations actions from handsets/emails without logging into the Management Console		
48	The DLP Solution must provide visibility into Broken Business process. For ex: -if unsecured sensitive content is sent daily from several users to a business partner, the users are probably not aware that they are doing something wrong.		
49	The Proposed DLP engine must performs a post-processing incident grouping step to avoid displaying related incidents in different cases. All incidents from the same user that have the same classification are combined into a group and DLP case card.		
50	The DLP dashboard must display the number of cases in the designated period that fall above the risk score threshold that you have selected. Risk score thresholds must be customizable and instantly produce a report to prioritize the cases from high-to-low risk levels by leveraging analytics or machine learning technologies.		
51	Solution should support components on TLS 1.2		
Storage (Data at rest)			
52	The system should allow automatic movement or relocation of file, delete files during discovery		
53	The system should display the original file location and policy match details for files found to violate policy		

54	The system should leave the "last accessed" attribute of scanned files unchanged so as not to disrupt enterprise backup processes		
55	The system should support incremental scanning during discovery to reduce volumes of data to be scanned.		
Supports Third part recognitions			
56	The solution must be present in the latest released Gartner's leader quadrant for Data Loss Prevention.		
57	The OEM should have own technical support center in India.		
58	In future if Bank adopts CASB solution then existing DLP solution should be able to integrate.		
59	In future if Bank adopts WSG/SWG solution then existing DLP solution be able to integrate using ICAP protocol		
60	The solution should provide flexibility to send user logs to SIEM, syslog server, text file, and Windows event logs as per the need.		

Sr. No.	Technical Specification Data Classification Solution	Bidder's Compliance (Yes/No)	Bidder's Remarks
DATA CLASSIFICATION SOLUTION			
1	The solution should evaluate content, context, identity, and other attributes of unstructured data to make classification, categorization, and policy decisions.		
2	The solution should support automated, suggested, and user-driven classification.		
3	The solution should label documents and emails when they are first created. Existing documents in data stores must be scanned for Sensitive Data and classified and labelled as per agreed upon Data Classification Policy. These data stores are both on premises and in the cloud.		
4	The solution should label documents with visual markings such as watermarks, header, or footers. The files will need to be electronically marked.		
5	The solution must be able to integrate with Microsoft cloud services and applications, such as Office 365 and Azure Active Directory. It must be used with line-of-business applications and information protection solutions from software vendors, whether these applications and solutions are on-premises, or in the cloud.		

6	The solution must have monitoring and detection capabilities. Once a document has been classified and marked the solution must have the flexibility to set up actions to be taken including blocking transmission of the document, and provide a warning to the sender, send notification to the creator or owner of the document, or send notification to the administrator.		
7	The solution should be able to monitor for policy warnings and violations and have the flexibility to report via text, email, or console view.		
8	The solution must have the capability to provide on-demand, daily, weekly and trending reports showing all policy violations and warnings including trending over a prescribed period. The reports should show an analysis of documents that have been automatically classified as well as a historical view of all documents.		
9	The solution should have auditing capabilities to ensure that documents are continuing to be classified in an accurate and consistent basis.		
10	The bidder will be responsible for the implementation and support of the solution including training to the employees. The bidder should provide a detailed project plan of the activities required in the implementation process, including all tasks, milestones, and timeframes, by providing a chart or graphic.		
11	The solution should support policy conditionality based on data attributes like content, classification, recipients, sender, author, filename, path, IP address, MAC address, modification date, file type, and location.		
12	The solution should interact and educate users about proper data handling at the exact time they are creating, handling, sharing or saving files.		
13	The solution should support policy conditionality based on data attributes like content, classification, recipients, sender, author, filename, path, IP address, MAC address, modification date, file type, and location.		
DATA CLASSIFICATION AND IDENTIFICATION			
14	The solution should enable the classification of Word, Excel, PowerPoint - documents, Outlook - messages, calendar items from within Word, Excel, PowerPoint, and Microsoft Outlook and should labels over the files that have been classified using the solution.		
15	The solution should provide the ability to prompt users to enter a justification when overriding a policy warning.		
16	The solution should suggest a classification based on content but should allow user to change the classification if required by taking a justification for the same and recording it in logs.		

17	The solution should support users to enforce data retention and disposition tags, including date fields while classifying information especially sensitive information which can result in increased liability if stored longer.		
18	The solution should support dynamic/tailored classification selections based on the user's Active Directory attributes or groups. For example - HR AD group alone should have an additional label (personal data).		
19	The solution should have some guidance mechanism while user selects a classification level, to inform the users what is the context of a said classification level as per organization's policy.		
20	The solution should support the use of automated classification for any classification field. These classification values can be assigned based on content, context, and/or user identity (e.g. user role).		
21	The solution should support the ability to ask users to confirm an automated classification value (also called "suggested classification").		
22	The solution should support the ability to scan for certain keywords and regular expressions and set the classification accordingly.		
23	The solution should generate metadata for all file types, including persistent, embedded metadata for many non-Office files, including PDF, TXT, Visio, Project, images, and multimedia files.		
24	The solution should support ability to add customizable visual markings in email and documents (e.g. font, size, color, and content).		
25	The solution should support real time automatic classification of files when its downloaded and saved to specific folders (e.g. Downloads, My Documents, Desktop) and the classification should be based on file content, file type, file size, file name, file path and combination of any of these parameters.		
26	The solution should support Machine Learning Categorization to help predict different categories of documents, providing classification suggestion or automation on unknown content in documents and email.		
27	The solution should have the ability to enforce obtaining consent from end users while handling sensitive information and capture the same in the meta data. For example - If consent has to be taken for given MS office document containing PCI then tool should prompt the user to capture consent.		

28	The solution should provide the ability to allow user to manually classify file attachment(s) directly within MS Outlook when composing an email without the need to open the attachment and without classifying the original source file.		
29	The solution should allow users to click a button to run a policy check before sending an email or continuing to compose or save a document. This enables the user to run a content scan without having to do a scan on every Save.		
INFORMATION PROTECTION			
30	The solution should support functionality to check recipients marked in an email and alert/prevent the user from sending the mail if external recipients are marked. Example : An email containing internally classified document as attachment should be prevented from being sent if external recipients are marked in that mail. The user should also get an alert for the same.		
31	Provides fine-grained control over the policy actions that apply to different use cases, such as when to classify automatically, via machine learning, and/or when to prompt the user.		
32	The solution should support creation of policy which can embed specific actionable information (eg: Sensitivity, data retention/legal holds, regulation applicability, information type, diagnostic codes, etc).		
33	The solution should be able to identify information like Aadhar, Passport numbers, credit card information for automated classification thru either inbuilt capability or should have capability to define regular expressions.		
34	The solution should have capability to detect differential classification between an email and its attachments and block the email from being sent.		
35	The solution should support different classification values for different applications. This can be combined with user targeting to present detailed classification options based on application and user identity. For example, users in the accounting department may be able to capture additional accounting and retention metadata for Excel files, but use a simplified classification schema for email.		
36	The solution should support the ability to natively allow password to protect/encrypt sensitive files by throwing a pop-up whenever user is trying to share confidential file to authorized recipients.		
37	The solution should provide the ability to warn/prevent users from downgrading or changing a classification.		
38	The solution should provide the ability to allow only specific users and AD groups to downgrade, upgrade and change classification.		

39	The solution should provide the ability to warn users when opening sensitive Office documents natively.		
40	The solution should provide the ability to prevent printing of sensitive email and Office documents based on classification to specific printers natively.		
41	The solution should provide the ability to highlight sensitive information within an MS outlook email and redact the sensitive content so that users can remediate any policy violations before the email leaves the desktop.		
42	The solution should provide advanced control over email via policies that evaluate content, recipients, sender, classification, filename, file size, and other attributes.		
43	The solution should support the ability to restrict email based on sender. For example, one user may be authorized to send sensitive information externally, but others are not allowed to do this. The policy decision may be based on the sender's email, name, or AD attributes or group membership.		
44	The solution should support policy combinations to enable more advanced use cases, such as checking whether a document is having regulatory data, and then blocking an unauthorized user from sending the document as an attachment in mail.		
45	The solution should support multiple classification types (i.e. dropdowns, multi-selects, date fields, and user type-in).		
46	The solution should provide the ability to evaluate the number of instances of sensitive data within a document, and then apply the appropriate policy. For example, users may be allowed to save a document with one credit card number as General Business, but if there is more than one unique credit card number, the document should be saved automatically as restricted classification.		
47	The solution should provide the native ability to restrict users from sending non-classified email attachments for MS Outlook (i.e. attachments that have no classification).		
48	The solution should be able to label the documents in Headers/Footers with a preselection capability for either header or footer or both.		
49	The solution should be able to track initial classification and reclassification events at both document and central logging level.		
DATA DISCOVERY			
50	The solution should support the discovery and identification of large volumes of data, stored both on premise and in the cloud. This includes the scanning of network file shares, SharePoint (on premise and Online), as well as Cloud storage providers.		

51	The solution should provide the ability to run scheduled scans to automatically classify files based on several factors, including the file properties/attributes, content, and/or metadata.		
52	The solution should support the ability to collect file information during scans, including file properties, classification (pre- and post-scan), and access controls. This data inventory identifies what the data is, where it is, and who has access to it.		
53	The solution should be able to automatically quarantine sensitive files from insecure storage folders to secure folders natively.		
54	The solution should natively be able to add retention date as metadata in Documents with values populated based on content, creation date, modification data in the file.		
55	The solution should enable administrators to define policies with or without classification as part of the policy.		
AUDITING AND REPORTING			
56	The solution should log user activity while users are handling email, documents, and files.		
57	The solution should provide flexibility to send user logs to SIEM, syslog server, text file, and Windows event logs as per the need.		
58	The solution should provide a built-in dashboard for reviewing data discovery scanning results for user activity, deployment, data storage trends, and data inventory.		
59	The solution should provide built-in reports and dashboards to analyze user behavior and system health.		
60	The solution should provide a pre-built starter set of reports for the reporting database (in tab separated values/ Excel or Database format) and Views and documentation to enable customers to write their own reports.		
61	The solution should integrate with third-party reporting tools to provide meaningful reports on user activity and deployment.		
CONFIGURATION AND DEPLOYMENT			
62	The solution should provide a centralized, web-based Administration Console for classification configuration and policy management.		
63	The solution should support the ability to save configurations in a single configuration file irrespective of multiple AD group specific policies.		
64	The solution should have the ability to integrate with AD natively and enforce policies based on AD groups and enable administrators to tailor configurations to individual users or groups of users.		

65	The solution should enable administrators to control whether users can override policy warnings.		
66	The solution should cache configurations on endpoints locally for offline use.		
67	The solution should provide the ability to deploy in silent mode either natively or using third party software distribution tools so that software can be deployed and enabled in different phases.		
68	The solution should work on existing versions of Windows 8.1 and 10 Operating Systems and the bidder should ensure the compatibility with future release of Windows OS.		
69	The solution should support OWA and outlook online.		
70	The unavailability of a management component/ server in no way shall impact the functioning of a client.		
71	The solution should enable the classification of Word, Excel and PowerPoint documents of all versions of Microsoft Office from Microsoft Office 2013 (32-bit and 64-bit), 2016, 2019 and O365 and the bidder should ensure the compatibility with the future release of these software.		
72	The solution should support classification of messages from within Microsoft Outlook 2013 (32-bit and 64-bit), 2016, 2019 (or higher version), Exchange online and the bidder should ensure the compatibility with the future release of these software.		
73	Solution should be capable to roll-out its component using 3rd party software including Active Directory GPO.		
74	The solution should work with in virtual machine environments including VDI, Citrix Virtual Desktop, VMWare and other virtual desktops technologies.		
75	The solutions should support SharePoint Online and SharePoint 2010/2013 for data discovery and the bidder should ensure the compatibility with the future release of these software.		
76	The centralized solution should work based on either agent less or with single agent in the client. Multiple agents installation at clients will not be entertained for a single centralized solution.		
77	The solution should provide a mechanism to collect classification events on endpoints and record them in a central reporting database.		
INTEGRATION AND INTEROPERABILITY			
78	The solution should provide the ability to attach metadata to information objects, which can be leveraged by e-discovery solutions.		

79	The solution should provide the ability to attach metadata to information objects, which can be leveraged by third-party data loss prevention (DLP), CASB solutions.		
80	Solution should support enforcing policies like encrypt all documents which has PCI information by integrating with IRM solutions.		
81	The solution should have the ability to integrate with archival solutions and take actions on archival based on classification label.		
82	The solution should be able to blacklist domains for blocking emails originating out of Microsoft Outlook and also bind certain classification categories with a fixed domain name.		
83	The solutions should be able to insert metadata tags in the documents and emails which can be read by DLP, CASB, Backup, Archival and IRM Solutions.		
84	The solution should support the ability to add a user's Active Directory username and group to visual markings when opening sensitive documents. This information provides increased user accountability and can be removed automatically when the user closes the document.		
85	The solution should provide the ability to automatically invoke the Microsoft Office Document Inspector to remove hidden or sensitive information, such as comments, revisions, and document properties – without impacting classification-related visual markings or properties.		
86	The solution should support integration with MDM solutions to enforce email classification on mobile platforms like iOS and Android.		
87	The solution should allow users to apply email classification on MDM solutions and it should be same as the classification schema available on their desktop/laptop.		
88	The visual markings should be associated with classification schema and common for desktops/laptops/mobile devices.		

9. 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/2021-22/09**)

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. G.Madheswaran, Deputy General Manager,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Dear Sirs,

Ref: Procurement of Data Loss Prevention (DLP) solution

Ref. No: EXIM/RFP/2021-22/09

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:

Eligibility Criteria of the Bidder

Minimum Eligibility Criteria

Sl. No.	Criteria	Compliance (Yes/No)	Supporting Documents Required
1	The bidder should be a registered Company/Partnership Firm/LLP under the Indian companies Act 2013 or Partnership Act 1932 or Indian LLP Act 2008 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 have minimum annual turnover of Rs.20 Crores during the last three financial years (i.e. 2018-19, 2019-20, 2020-21). (Please provide audited annual reports, Balance Sheet, Profit & Loss accounts for the same).		Attach annual audited balance sheet for last three financial years
3	The bidder should have earned both operating as well as net profit for three financial years i.e., 2018-19, 2019-20, 2020-21 (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
4	The Bidder must have implemented the proposed DLP solution in BFSI/PSU/Central Government for minimum 1000 users at least in one organization during the past 3 years in India from the date of issuance of RFP.		Attach copies of Purchase Order/reference, contract, installation certificate for software supplied and services provided.

5	Bidder should be either an Original Equipment Manufacturer (OEM) of devices/software solutions or authorized partner of OEM. In case the bidder is an Authorized partner of the OEM, Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered.		Upload OEM MAF for DLP and Data Classification solutions.
6	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 blacklisted 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		Undertaking as per Annexure III
7	Bidder should have presence in Mumbai. (Please provide the details such as address of the office, contact no. of the office, number of & level of technical staff working at these places etc.)		Address in Mumbai
8	Integrity Pact Agreement (IPA) to be executed.		Download the IPA from RFP and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai as per the date and time mentioned in the tender document. Annexure IX.

Annexure-VI

Technical Evaluation Criteria

S.N o.	Technical Evaluation Criteria	Maximum Marks	Marks Scored	Remarks
1	<p>Turnover of the bidder: Minimum annual turnover of Rs.20 Crores in the last three financial years (i.e., 2018-19, 2019-20, 2020-21)</p> <p>20 to <=50 crores Turnover: 10 marks</p> <p>>50 to <=100 crores: 15</p> <p>>100 crores :20 marks</p>	20		
2	<p>Total Number of proposed Data Classification deployment by OEM/bidder in BFSI sector in India.</p> <p>1-2 Assignment: 10 Marks</p> <p>3-5 Assignment: 15 Marks</p> <p>More than 5 Assignment: 20 Marks</p> <p>(Upload order copy/OEM declaration with list of deployment and contact person)</p>	20		
3	<p>Total Number of proposed Data Loss Prevention (DLP) deployment by OEM/bidder in BFSI sector in India.</p> <p>1-2 Assignment: 10 Marks</p> <p>3-5 Assignment: 15 Marks</p> <p>More than 5 Assignment: 20 Marks</p> <p>(Upload order copy/OEM declaration with list of deployment and contact person)</p>	20		
4	<p>Bidder implementation experience of any DLP and any Data Classification solution in public sector bank in India. (Maximum 20 marks)</p> <p>DLP Experience = 10 Marks for one implementation experience. (Maximum 10 Marks)</p> <p>Data Classification solution Experience = 10 Marks for one implementation experience.</p>	20		

5	Bidder Quality Certification (Maximum Marks 10) ISO 9001 = 10 Marks Or CMM level 3 and above = 10 Marks	10		
6	Understanding of scope of work, Presentation and Methodologies, Procedures, Tools, Utilities, Templates Developed / used during execution of previous assignments and arrangements for similar projects etc. 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.	10		
	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, SIGNATURE & STAMP OF THE BIDDER.

COMERCIAL PROPOSAL:

S.No.	Component	Cost (Amount in Rs.)	Remarks
1	DLP software cost for 750 users		
2	Data Classification software cost for 750 Users		
3	End-to-End Implementation Cost (Both DC and DR). The cost is inclusive of one-year annual technical support from the date of go-live sign-off.		
4	Annual Technical Cost (ATS) – Starts from second year. This cost is applicable for second, third and fourth year. Mention yearly cost.		

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

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 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:

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 _____, 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 Data Loss Prevention (DLP) and Data Classification Solution** for 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).

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 Email: tenders@eximbankindia.in	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: subodhgoel22@gmail.com Email: tenders@eximbankindia.in
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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 BIDDER 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 page)

TIMELINE AND PAYMENT MILESTONES

Payment will be made on submission of invoices. The service provider will submit invoices at the end of the month. The Bank will make the payment within 30 days subject to submission of invoices along with supporting documents / reports towards delivery of services and completion of project milestones. Applicable liquidity damages will be deducted to arrive at the payable for the month.

Payments of following Cost will be made after completion of Milestone as defined in the table below:

Payment Milestones	Payment in % of Respective Cost Component	
	Software Cost (including 1 year warranty)	Implementation Services Cost
Successful roll-out of the solution at primary site with HA and Final acceptance of the solution	90	90
Implementation at DR site	10	10