



**E-Tender
for
Procurement of Active Directory Management,
Reporting and Auditing Tool
for
Export-Import Bank of India.**

E-Tender Reference No: EXIM/RFP/2021-22/14

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

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QUOTATION BID NOTICE

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

1. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.
2. Vendor registration can be done online by opening Website: <https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.
3. Tender document will be allowed for download from above web site after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.

4. CONTACT INFORMATION FOR E-TENDER PROCESS

e-Procurement Technologies Limited
A- 801 – Wall Street - II,
Opposite Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380 006.
Gujarat State, India

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

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

GENERAL TENDER DETAILS

Tender Document for	E-Tender for Procurement of Active Directory Management, Reporting and Auditing Tool for Export-Import Bank of India
Tender Reference No.	EXIM/RFP/2021-22/14
Tender Document Cost	₹ NIL
EMD Amount	₹ NIL
Last date for acceptance of IP Agreement	September 20, 2021, 10:00 AM
Place of Submission of IP Agreement original document.	Export Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	August 27, 2021, 5:00 PM
Document Downloading Start Date	August 27, 2021, 5:00 PM
Pre-Bid Meeting Date	September 06, 2021, 11.00 AM
Document Downloading End Date	September 20, 2021, 10:00 AM
Last Date and Time For Submission	September 20, 2021, 10:00 AM
Opening of Tender	September 20, 2021, 01:00 PM
Address for communication	As above Ph. 022-22172446, Ext: - 2468 E-Mail: paresh.p@eximbankindia.in/ Mahesh.b@eximbankindia.in kiran@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

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

Mandatory information required for pre-qualification of the Bidder

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

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

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

Date :

Place :

Note :

INFORMATION FOR BIDDERS

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

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

CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

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

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

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

GENERAL CONDITIONS OF RFP

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

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

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

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

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

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

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

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

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

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

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

11. Evaluation and Comparison of Bids:

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

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

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

12. Notices to local bodies:

The Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

- 13.** No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).
- 14.** Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.
- 15.** I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

INTRODUCTION

The Export-Import Bank of India (EXIM Bank) is the premier export finance institution of the country that seeks to build value by integrating foreign trade and investment with the economic rise of India. The Bank has guided by expertise at the Board level, by senior policy makers, expert bankers, leading players in industry and international trade as well as professionals in exports, imports, or financing. With offices spread across India and in select locations of the world, the bank aspires to boost the businesses of industries and SMEs.

The Bank has its primary Data Centre [DC] at Head Office, Mumbai and Near Disaster Recovery Site [NDRS] at Mumbai Regional Office (MRO) and Far Disaster Recovery Site [DR] at Bengaluru. The DC serves to 09 Regional Offices in India, London Branch Office, and Overseas Offices.

BACKGROUND AND PURPOSE OF THE PROJECT

The Bank is primarily using Windows Active Directory version 2019 [AD] for authenticating users before granting access to EXIM Bank domain resources and Microsoft Azure AD/O365 for managing the email user accounts. Windows AD provides limited resources for management of users, rights, updating of records, lack of alerting resources, services, user accounts, groups and sets the access permission and security on these objects.

The purpose of this project is to ease and automate the task of system administrator and IT Infrastructure team in managing:

1. Active Directory Management
2. AD Bulk User Management
3. Active Directory Bulk User Creation
4. Active Directory Bulk User Modification
5. Inactive/Disabled User Account Management
6. Active Directory Password Management
7. Office 365 Management and Reporting
8. Active Directory User Login Reports (Disabled Users reports, Locked Out Users reports, Account Expired Users reports, Recently Account Expired Users reports, Soon-to-expire Users Accounts reports, Account never expiry users report, Inactive users report, recently logged on user's report, Logon Hour based report, Users in a group report, Groups for a user report)

9. Active Directory Help Desk Management
10. Compliance Reports
11. Audit Administrators actions
12. Email alerts on AD changes
13. Self-service portal for user to reset password and unlock account on their own.
14. Computer, Group, OU management, Endpoint's inventory
15. File Servers auditing
16. Remote application/ OS deployment
17. Remote Support Tool for minimum 50 technicians
18. Password expiry alerts for AD users and O365 users.

In view of the above, EXIM Bank intends to procure AD, O365 Management, File Server Management and auditing, remote support or software deployment tool solution as per the specification given in the RFP.

SCOPE OF WORK

The scope of work will broadly include supply, installation solution and subsequent maintenance and support. EXIM BANK intends to procure following solution and the broad scope of work will include but not limited to the following:

- Management of Active Directory of the Bank
- Implementation of Active Directory Management solution including
 - Active directory Management
 - Self-service portal
 - Audit and accounting
 - Remote Support Support
 - Remote App/Patch deployment Solution
 - O-365 Management/Auditing/Reporting
 - File Server monitoring and auditing
- Bank will provide the required IT Infrastructure for implementation of the Active Directory Management solution. The tools (including necessary software licenses required for configuring the tools) will be supplied by the vendor for installing Active Directory Management solution.
- The bidder should provide the tentative specifications of the hardware and OS required at DC and DR while submitting the bid.

- Vendor will provide a detailed formulated project plan with timelines for the implementation of the infrastructure.
- HLD and LLD of AD Management Solution.
- Vendor will provide knowledge transfer/ training to EXIM BANK IT administration and engineering staff for administration services prior to completion of the engagement.
- The software supplied should be with minimum one year warranty/subscription.
- All solutions should be from single OEM.
- Project documentation along with SOP for each activity in detail should be submitted.
- Daily report need to be configured as per bank requirement along with input like health status of AD, Number of User added and deleted.
- Monthly report to be configured as per bank requirement with details like AD inactive user list, Health status etc.
- Reviewer-Approver facility for Role based access and Real time notifications for the administrative activities.
- Dashboard for day-to-day activities, reports and Domain health check-up "
- Automated User provisioning and Bulk User management
- Automation of moving one-month Inactive AD account to disable state.

Minimum Technical Specifications [90% compliance is required to qualify for price bid opening along with other eligibility criteria]

Sr.No	Description	Specification	Complied (Yes/No)
User and Administration Management			
1	User Management	<p>Create, modify, move, unlock, enable/disable, delete, and restore the Single/Bulk Users without using any manual scripts.</p> <p>User Self Service portal to reset password and to unlock the account on their own.</p> <p>Delete the accounts automatically on expiry of validity period.</p> <p>Facilitates notification to concerned users on completion of the execution of a task.</p>	
2	Computer Management	<p>Provision user accounts in bulk and assign them the privileges they need, all in one action.</p> <p>Automatically lock down privileged accounts that are inactive for a period of time.</p> <p>Create privileged roles for task delegation, and audit the actions performed by these delegates, including what action was performed on what object and when.</p> <p>Allow users to request access to privileged groups.</p> <p>Enhance security of privileged accounts by enabling multi-factor authentication.</p> <p>Protect privileged accounts from password attacks by enabling advanced password policy requirements, including a dictionary rule.</p> <p>Create, modify, move, manage, enable/disable, delete, and restore the Single/Bulk Computers without using any manual scripts.</p>	

3	Group Management	Create, modify, move, and delete the Single/Bulk Groups without using any manual scripts.	
4	OU Management	Create, modify, move and delete the Single/Bulk OUs without using any manual scripts.	
5	GPO Management	Create, modify, and manage the GPOs Link the GPOs to Users/ Computers/ Groups/OUs.	
6	Delegation Management	Define the roles for User, Technician and Admin. Provide restricted privileges for a technician to perform only specific tasks/roles.	
7	Clean up	The cleanup should be configured to run every month as and when required to remove the users based on certain conditions and consolidated task reports to be sent to relevant stakeholders upon cleanup	
8	Role-based access control	Should be configurable with roles that can be used to access and delegate tasks to help desk technicians and other privileged department members. Bank should be able to create custom role to delegate tasks to a single or a group of users. For example, admins can delegate user modification and deprovisioning to HR managers. Reset password and account unlock tasks can be delegated to help desk technicians without elevating their privileges in the target system or application.	
9	Total Users	Approximately 1000 user accounts to be managed. However, the software should be provided for managing unlimited users	
10	Administrators	Minimum 5 concurrent Administrators with various roles should be configurable to administer the system.	
Auditing Software			

11	Requirement	It should have a comprehensive auditing module that monitors user and admin activities across AD, Office 365 etc. and user/admin activities on File Servers	
12	Logging and reporting	All changes are captured in real-time and displayed in reports for easier understanding of who made what change, when, and from where	
13	Alerts	Admins should be able to configure notifications for a specific set of events. When the event takes place, they will receive email or SMS alerts instantly so that they can respond to the event immediately	
14	Compatibility	The audit reports should be easily exported to various reusable file formats including PDF, HTML and XLSX.	
15	Scheduling	The reports should also be scheduled to be automatically delivered to relevant stakeholders at specific intervals	
16	Customization	The predefined reports should be customizable and entirely new set of custom reports should be created using just point and click actions	
17	Logging	Should log the activities for three years	

AD Backup and recovery

18	Backup	Facilitate backup of entire Active Directory setup including users and rights data	
19	Recovery	Automates the entire recovery process, including rebuilding the global catalogue & FSMO Role DCs	
20		Support Active directory bare metal recovery	
21	Restoration	Perform clean Active Directory restore, by preventing reintroduction of rootkits and other malware	
22		Recovery solution must be enabled with automated backups, quick compare of backup to current values of AD to pinpoint differences, and instantly recover the desired data	

Self-service portal

23	Portal	Self-service portal software to be provided by the bidder and managed.	
24	Integration	The Portal should be integrated with SMS and Email gateways.	
25	Function	Allows users to reset their forgotten passwords and unlock locked-out accounts, without IT assistance on their own.	
26	enforcement	Put users through stringent authentication techniques every time they attempt a self-service password reset or account unlock.	
27	New User	New user accounts should be allowed use of self-service portal by verifying an employee's identity with information provided by them during the enrolment process. Verification options include security questions and answers, verification codes, RADIUS, AD security Q&A, and mobile app authenticator (fingerprint-based; push notifications; and one-time passcodes, or OTPs). Each of these verification methods feature powerful customization options	
28	Existing user	Existing users need to enroll with any combination of the multi-factor authentication techniques enabled by the IT admin. Verification options include security questions and answers, verification codes, RADIUS, AD security Q&A, and mobile app authenticator (fingerprint-based; push notifications; and one-time passcodes, or OTPs). After the user verifies their identity, they will be allowed to perform the requested self-service actions. Each of these verification methods feature powerful customization options	
Remote access/Support Tool			
29		Remote Access tool enabling access from anywhere in the LAN and Access to computers on LAN and WAN for maintenance purpose	
30		Ability to remotely transfer files across machines	

31		When connecting to remote computers using remote desktop sharing option, the administrators should be able to opt to get user's permission before connecting to their desktop to Protects Users' Privacy	
32		Options for recording and viewing the recorded remote sessions to monitor the session activities, ensuring data security	
33		Web based remote control - provides a web-based connection to the remote computers	
34		user privacy protection - ability for administrators to opt for user's permission before connecting to their desktop	
Software deployment from a central location			
35		Create a repository of software packages	
36		Install software applications as a specific user	
37		Schedule deployment of software applications Patch management solution	
38		What is installed - Get complete visibility of software installed in your network, keep track of the number of software licenses purchased, the software installations and the remaining licenses	
39		Eliminate Security Threats - detects illegal and unlicensed software and alert, grouping software into specific categories and types such as prohibited and shareware	
40		Software License Management - support software licenses such as OEM, Concurrent, CAL, Named User, Node Locked, Volume, Individual, Enterprise, Trial & Free etc.; keep track of the license agreements and report its expiry	
41		Perform regular audits - perform regular audits and ensure your installations do not exceed the available licenses, show the Under Licensed, Over Licensed and Compliant software	
42		Track unused software – Provide usage pattern that gives a list of frequently used occasionally used and unused software	

43		Software License tracking - Get a complete picture of Purchased Vs installed software for managing the software licenses, associate the minor versions and allocate software licenses for all your "Managed Software" in the network	
44		Provision for Software compliance monitoring to understand the software license compliance and use of unauthorized software in the organization and generates reports, tracks all under-licensed, over licensed, and compliant software	
45		Proposed solution should be able to install package through following mechanisms: Push/Pull	
46		Capable to keep up-to-date software information and helps in saving time during software audit process	
47		Capable to perform imaging and OS deployment in LAN and WAN computers, Perform Unicast and multicast OS deployment, OS deployment remotely across network computers	
Reports			
48	User Reports	<ul style="list-style-type: none"> Generate report on, <ol style="list-style-type: none"> Total no. Of Users Active and Inactive Users Last logon Users Account expired Users Account never expire Users Users in Group/OU Locked out Users. Account disabled Users GPOs linked to Users User Object History (Recently created, modified, deleted, moved, enabled) 	
49	Computer Reports	<ul style="list-style-type: none"> Generate report on, <ol style="list-style-type: none"> Total no. Of Computers Active and Inactive Computers Last logon Computers OS version of Computers Enabled and Disabled Computers Computers in Group/OU GPOs linked to Computers Computer Object History (Recently created, modified, deleted, moved, enabled/disabled) 	

50	Group Reports	<ul style="list-style-type: none"> Generate report on, <ol style="list-style-type: none"> Total no. Of Groups Members of Group GPOs linked to Group Security and Distribution Groups Group Object History (Recently created, modified, deleted, moved, enabled/disabled) 	
51	OU Reports	Generate report on, <ol style="list-style-type: none"> Total no. Of OUs Members of OU GPOs linked to OU <ul style="list-style-type: none"> OU Object History (Recently created, modified, deleted, moved, enabled/disabled) 	
52	GPO Reports	<ul style="list-style-type: none"> Generate report on, <ol style="list-style-type: none"> Total no. Of GPOs GPOs linked to OU GPO History (Recently created, modified, deleted) 	
53		<ul style="list-style-type: none"> Use built-in reports to gain in-depth visibility into the privileged permissions held by users and groups, including users who gained privileged access by being part of nested groups 	
54	Delegation Reports	<ul style="list-style-type: none"> Report on User/Technician/Admin delegated activities 	
General and compliance requirements			
55	Security Audit	Should perform Security audit quarterly and report on: Who has access to what? Steps to tighten up security and pass the audit? Details of User permissions to shares, folders and files on file servers and network filers? Details of User delegated rights in Active Directory? Details of User administrative access to Windows servers and workstations?	
56	Compliance to Audit reports	Should fix all audit findings reported by the bank internal and external auditors at the earliest and before the period mutually agreed.	

57	Patching and upgrade	The Solutions including the software supplied should be upgraded to the new version released by the OEM if any. The patches released should be applied within 30 days	
58	Vulnerability fixing	If any vulnerability is noticed or reported by anyone on the software solution same should be fixed within a week. If the vulnerability is critical a work around or fix to be provided immediately and not later than 24 hours	
59	BCP Requirements	The application to be installed and maintained at both DC and DR.	

Note: To qualify for price bid opening, minimum 90% technical compliance is necessary.

Evaluation of Bids

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

The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the 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 Exim Bank may seek clarification from any or all Bidder(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications not received from the Bidder(s) within stipulated time, the respective technical parameters would be treated as non-compliant and decision to clarify the Bidder(s) will be taken up by the Bank at its own discretion.

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

ANNEXURE I

INSTRUCTIONS TO BIDDERS

1.0	Tender Document
	The tender document will be made available at no cost on EXIM Bank's website https://www.eximbankindia.in
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
2.0	Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall email clarifications up to September 03, 2021, 17.00 Hrs. No request of any change in conditions shall be entertained after pre bid date of the tender.
3.0	Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.
4.0	All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.
5.0	Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
6.0	Transfer of Tender Documents
	Transfer of tender documents purchased/ downloaded by one intending Bidder to another is not permitted
7.0	Contract
	<ul style="list-style-type: none">a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other bidder.b) The Supplier/ Selected Bidder shall not use any documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract
8.0	Amendment to the bidding document
	<ul style="list-style-type: none">• At any time prior to the deadline for submission of Bids, the

	<p>Bank, for any reason, may modify the Bidding Document, by amendment.</p> <ul style="list-style-type: none"> • The amendment will be posted on Banks website eximbankindia.in or Bank's e-Procurement portal • All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder. • The bank at its discretion may extend the deadline for the submission of Bids. • The Bank shall not be liable for any communication gap. Further the Bank reserve the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.
9.0	Bid Currency
	Bids in response to this RFP to be quoted in Indian Rupee (INR) only.
10.0	Obligations of Successful Bidder
	<p>a. The successful bidder has to supply all the components, services and licenses to make solution complete.</p>
	<p>b. The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system.</p>
	<p>c. Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the Bank immediately and help/guide the Bank in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime.</p> <p>d. The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at EXIM BANK shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components</p>
11.0	<p>All the Software Components will be covered by a comprehensive OEM Subscription of 1 year from the date of installation, as applicable.</p> <p>In case the equipment is to be imported, the vendor is required to do and complete all such processes without involving EXIM BANK in any manner at any stage. It will be the responsibility of the vendor to</p>

	abide by all statutory requirements like payment of all taxes, duties etc., without any reference to the Bank. The Bank accepts no responsibility or liability in this regard.
12.0	Signing of the contract
	<p>a. The successful Bidder may be required to execute a non-disclosure agreement (NDA) within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above- stipulated period, the EXIM Bank may cancel the order.</p>
	<p>b. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the EXIM Bank of India and the Service Provider.</p>
13.0	Performance Guarantee
	NIL
14.0	Implementation schedule
	<ul style="list-style-type: none"> • Bidder to submit the detailed implementation plan in GANTT chart format with clear indication of activities with time lines. • Billing cycle will commence after successful completion of acceptance. The date of sign-off shall be treated as the start of date of billing cycle and renewal thereafter. • An acceptance to this effect i.e. Sign off by the Bank will mark the completion of this project.
15.0	Period of Validity of Bids
	<ul style="list-style-type: none"> • Prices and other terms offered by Bidders must be valid for an acceptance period of six months from the date of submission. • In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
16.0	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.
17.0	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.
18.0	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.
19.0	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.
20.0	Site Visit
	Intending tenderer shall visit the site and make himself thoroughly acquainted with the site, requirements, facilities etc. The successful bidder will not be entitled to any claim of compensation for difficulties faced/losses incurred on account of site condition which existed before/after commencement of work.
	The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk. Bidder, at its will, may send the concerned officials (not more than 2) for site visit during office working hours before last date of submission of tender bid.
21.0	Revelation of Prices
	The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
22.0	Local conditions
	The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.
23.0	Contacting the Bank
	Bidder shall not contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in rejection of the Bid.
24.0	Manuals and Drawings
	The bidder shall provide complete technical and other documentation/s for the equipment supplied along with the diagram(s) of the proposed solution. All the manuals shall be in English and the drawings should be clearly indicative of equipment supplied & solution proposed, as the case maybe.
25.0	Timely availability of Support Services
	The bidder should have proper and adequate support mechanism in

	place to provide all necessary support under this project. Bidder will provide escalation matrix to enable Bank to avail support services during the period of contract. Bidder will actively inform the Bank if there is change with regards to support contact numbers/personnel etc.
26.0	Payment Terms
	<p>1> Software license/subscription Cost: 100 % payment will be made after delivery and installation of required Software Licenses at DC and DR. The payment will be released within 30 days of submission of Invoice and delivery challan duly acknowledged by official of the Bank.</p> <p>2> Implementation Cost: 100 % payment will be made after project sign off.</p> <p>3> Support Cost: 50 % payment will be made on moving the solution to production and 50 % after 6 months of Project sign off date.</p>

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/2021-22/14**)

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of the EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s E-Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the EXIM Bank. However, M/s E-Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Date:

Organization Name:

Designation:

ANNEXURE III

UNDERTAKING FROM THE BIDDER

(To be submitted on Contractor's own Letterhead)

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

Dear Sir,

Ref: Procurement of Active Directory Management, Reporting and Auditing Tool for Export-Import Bank of India.

Ref. No: EXIM/RFP/2021-22/14

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, octroi, LBT, VAT, GST, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place:
Date:

Name:
Designation:
Seal:

SELF-DECLARATION FOR COMPLIANCE

(On Company Letterhead)

I < **Name**> working as < **Designation**> in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that.

1. My company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.
4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during contract period.
6. My company will produce all documents for verification process as per Exim Bank's requirement and various audit compliance.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

ANNEXURE V

ELIGIBILITY CRITERIA OF THE BIDDER

Following format has to be filled by the Bidder and has to be submitted along with technical bid and relevant documentary proof.

Sr.No	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
1	The Bidder should be Limited Company and should be in existence in India for the last 5 years (as on 31.03.2021).	Attach Copy of certificate of Incorporation	
2	Bidder should be either an Original Equipment Manufacturer (OEM) of 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.	OEM MAF to be submitted	
3	The bidder should have an office and support center in Mumbai.	Valid Proof of address for having office in Mumbai	
4	The bidder must have experience of having successfully implemented proposed software to minimum three organizations in BFSI/Govt Sector in India and out of 3, one deployment should be in public/private bank from April 01, 2018 onwards, for minimum 500 users. Details of customers and copy of work order and signoff to be provided.	Documentary Proof of order / contract copy / customer credentials to be submitted	
5	The proposed solution should at least meet 90% technical compliance.	Upload Technical compliance details	

6	The bidder is to submit a duly signed Integrity Pact in original	Integrity Pact duly signed on stamp paper of ₹ 500.00. Copy of the integrity pact must be uploaded in e-Procurement portal and physical copy of integrity pact must be delivered to Exim Bank, Head Office	
7	The bidder must provide onsite technical support within 24 Hrs. from the compliant call log.	Consent on letter head to be submitted	
8	The bidder shall not be under a Declaration of Ineligibility for corruptor fraudulent practices or blacklisted in any Central/ State Government or PSU at the time of submission of bids. Bidder to submit a declaration in this regard duly signed by the authorized signatory of the bidder.	Blacklisting certificate to be submitted on letterhead	
9	Proposed solution details along with breakup of each component and licenses without price details.	Upload proposed product details and licenses proposed along with OEM product links	
10	Hardware/Operating system/Virtualization Software /database sizing document	Upload sizing document required for deployment of solution	
11	Certificate Malicious Code	Declaration from OEM	

Note:

1. Bidder response should be complete; Yes/No answer is not acceptable.
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. EXIM Bank will not make any separate request for submission of such information.
4. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

Annexure-VI

Bill Of Material

Sr. No	Description	Qty.
1	Remote Support for Users	50
2	Endpoints	750
3	File Server to be Monitored	5
4	Active Directory Domain	1
5	O365 Domain	1
6	Number of minimum admin users	5
7	High Availability in DC and DR licenses cost [Active-Passive or Active-Active Setup]	1
8	Implementation	1
9	vendor premium support for 1 year	

COMMERCIAL PROPOSAL

Sr. No	Description	Qty.	*Unit Rate (₹)	*Total Price (₹)
1.	Remote Support Tool for Users	50		
2.	Endpoints	750		
3.	File Server to be Monitored	5		
4.	Active Directory Domain	1		
5.	O365 Domain	1		
6.	Number of minimum admin users	5		
7.	High Availability in DC and DR licenses cost [Active-Passive or Active-Active Setup]	1		
8.	Implementation Charges	1		
9.	Vendor Support Charges [1 st year starting after Project off]	1		
GRAND Total in ₹				

*** Special Note:**

1. Quoted price should be exclusive of all taxes and duties.
2. Refer detailed product specification mentioned in the RFP.
3. The Bank will procure licenses as and when required based on requirement during bid validity period.
4. The quoted price should include cost of DC and DR setup in active passive or active-active mode
5. Required Servers, OS Licenses and Database licenses will be provided by the Bank

ANNEXURE VIII

Declaration for Clean Track Record

(Bidder's Letter Head)

To
The Asst General Manager - IT
Export Import Bank of India
Floor 21, Center 1 Building
World Trade Center, Cuffe Parade
Mumbai - 400005

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Request for Proposal for "Procurement of Active Directory Management, Reporting and Auditing Tool for Export-Import Bank of India "- RFP No.: - EXIM/RFP/2021-22/-- dated --.--.2021. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

ANNEXURE IX

CERTIFICATE – MALICIOUS CODE

1. This is to certify that the Hardware /Software being offered, as part of the contract ("Procurement of Active Directory Management, Reporting and Auditing Tool for Export-Import Bank of India "), does not contain Embedded Malicious code that would activate procedures to:

- a. Inhibit the desires and designed function of the equipment
- b. Cause physical damage to the user or equipment during the exploitation
- c. Tap information resident or transient in the equipment or network

2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software

Date the day of 20...

Authorised Signatory [Original Equipment Manufacturers OEM]

Name & Address of Bidder

Seal of the Firm or Company [OEM]

ANNEXURE X

Declaration for Acceptance of RFP Terms and Conditions

(Bidder's Letter Head)

To,
The Asst General Manager - IT
Export Import Bank of India
Floor 21, Center 1 Building
World Trade Center, Cuffe Parade
Mumbai - 400005

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Request for Proposal for "Procurement of Active Directory Management, Reporting and Auditing Tool for Export-Import Bank of India "- RFP No.EXIM/RFP/2021-22/-- dated --.--.2021. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

ANNEXURE XI

Declaration for Acceptance of Scope of Work

(Bidder's Letter Head)

To
The Asst General Manager - IT
Export Import Bank of India
Floor 21, Center 1 Building
World Trade Center, Cuffe Parade
Mumbai - 400005

Dear Sir,
I have carefully gone through the "Scope of Work" contained in the RFP document for selection of vendor for Request for Proposal for "Procurement of Active Directory Management, Reporting and Auditing Tool for Export-Import Bank of India " - RFP No.EXIM/RFP/2021-22/-- dated --.--.2021. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure XII

Manufacturers' Authorization Form

Ref. No:

Date:

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

Dear Sir,

Sub: RFP No..... Dated for Procurement of Active Directory Management, Reporting and Auditing Tool for Export-Import Bank of India.

We who are established and reputable manufacturers of

.....having factories at

and..... do hereby authorize M/s[**Name and address of vendor**] to submit a bid and sign the contract with you for the goods manufactured by us against the above RFP No..... datedWe hereby extend our full guarantee and warranty as per the clauses of contract based on the terms and conditions of the RFP for the goods and services offered for supply by the above firm against this RFP.

Yours faithfully

[]

Name of the manufacturer:

NON-DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____ by and between

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

AND

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

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

WHEREAS

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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

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

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

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors

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

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

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

discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

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

Disclosing Party: Export – Import Bank of India

Receiving Party: _____

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

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

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

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

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

All Confidential Information is provided on “as is” basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the

Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

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

Disclosing Party

Receiving Party

By _____

By _____

Name:

Name:

Title:

Title:

INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in

the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

Sanction 4 – Compensation for Damages

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitor

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

Shri Debabrata Sarkar Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) , Mumbai – 400054 Email: IEM@eximbankindia.in or dsarkar53@gmail.com	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: IEM@eximbankindia.in or subodhgoel22@gmail.com
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The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

the Managing Director (MD), EXIM BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(For & On behalf of the Principal)
Bidder/Contractor
(Office Seal)

(For & On behalf of
(Office Seal)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE XV

STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

To,

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

Re: Tender RFP Ref: **EXIM/RFP/2021-22/14**

Dear Sir,

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

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)

Annexure-XVI

Letter of Competence Format

[To be executed on a non-judicial stamp paper]

Letter of Competence for Quoting against EXIM BANK's RFP No.

This is to certify that we [Insert name of Bidder], Address... are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to implement the connectivity expeditiously and correctly and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorised Signatory of the Bidder

Date:

Annexure XVII

PRE-BID QUERY FORMAT

Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting.

If, bidder, desiring to respond to RFP for “Procurement of Active Directory Management, Reporting and Auditing Tool for Export-Import Bank of India”, require any clarifications on the points mentioned in the RFP may communicate with EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online. Online Meeting details will be shared with interested bidders whose pre-bid queries received 2 days before pre bid meeting) will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required.

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

Bidder's Request For Clarification(Procurement of Active Directory Management, Reporting and Auditing Tool)		
To be emailed to:	Paresh.p@eximbankindia.in Mahesh.b@eximbankindia.in kiran@eximbankindia.in	
Name of Organisation submitting request	Name & position of person submitting request	Full formal address of the organisation including phone, fax and email points of contact
		Email:
		Tel/Mobile:
Page Number	Point Number	Query description

Name and signature of authorised person issuing this

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

Annexure-XVIII

Document Checklist

Sr.No	Document	Description	Document Upload Yes / No
1	Annexure-I	Instruction to Bidders – On Bidders letter head	
2	Annexure-II	E-Tendering process compliance statement – on bidder's letter head.	
3	Annexure-III	Undertaking from bidder – on bidder's letter head	
4	Annexure-IV	Self-Declaration for compliance – on Bidders Letter Head	
5	Annexure-V	Eligibility Criteria of the Bidders	
6	Annexure-VI	Bill of Material	
7	Annexure-VII	Commercial Proposal	
8	Annexure-VIII	Declaration for Clean Track Record on Bidders letter Head	
9	Annexure-IX	CERTIFICATE – MALICIOUS CODE – On OEM Letter Head	
10	Annexure-X	Declaration for Acceptance of RFP Terms and Conditions	
11	Annexure-XI	Declaration for Acceptance of Scope of Work	
12	Annexure-XII	Manufacturers' Authorization Form – on OEM Letter Head	
13	Annexure-XIII	Non -Disclosure agreement	
14	Annexure-XIV	Integrity Pact – on Rs 500 non judicial stamp paper	
15	Annexure-XV	Statement of NIL deviations	
16	Annexure-XVI	Letter of Competence on bidder's letter head	
17	Annexure-XVII	Prebid-query Format	
18	Product Details	Proposed product details	
19	Tender document	Signed tender document	

20	Technical Specification compliance	Upload signed technical compliance sheet - on bidders letter head	
21	Documents As per the Eligibility Criteria		