



**Request for Proposal  
for  
Supply, Installation, Testing, Commissioning and  
Maintenance of Database Activity Monitoring (DAM)  
Solution at Bank's Mumbai and Bengaluru Location**

**E-Tender Reference No: EXIM/RFP/2021-22/17**

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

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## **QUOTATION BID NOTICE**

Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for “Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank’s Mumbai and Bengaluru Location”.

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

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

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	"Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location"
Tender Reference No.	<b>EXIM/RFP/2021-22/17</b>
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 <sup>st</sup> 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, 2.00 PM
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: <a href="mailto:paresh.p@eximbankindia.in">paresh.p@eximbankindia.in</a> / <a href="mailto:Mahesh.b@eximbankindia.in">Mahesh.b@eximbankindia.in</a> <a href="mailto:kiran@eximbankindia.in">kiran@eximbankindia.in</a>
Place of Receipt of E-Tender	<a href="https://eximbankindiatenders.procuretiger.com">https://eximbankindiatenders.procuretiger.com</a>

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

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

**Minimum requirement for e-tender participation:**

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

For any clarification kindly contact –

E-Procurement Technologies Limited

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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. etc.)			
9. Name of Bankers	a.		
	b.		
10. <b>PAN Card No.</b>			
11. <b>GST No.</b>			

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 Asst 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 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 multi-stage process. The stages are:
- a. General Eligibility
  - b. technical specification evaluation

c. 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.

## **OBJECTIVE OF THIS RFP:**

The Bank has its primary Data Centre and near site in Mumbai and its disaster recovery site at Bengaluru. The server environment is a heterogeneous mix of Unix, Linux, AIX, and Windows platforms with databases like Oracle, MS SQL, Postgres SQL, My SQL etc.

Databases are the repositories of electronic information for any organization. The success and survival of any organization is highly dependent on the proper use and protection of the contents of their databases. As the owner of the data assets, the onus lies on the Bank to have a clear visibility and control on the activities relating to the databases.

The purpose of this project is to secure the data stored on the databases via:

1. Auditing database activities without relying on the native auditing capabilities
2. Monitor database of unauthorized and suspicious activities
3. Discovery of sensitive data on databases in an automated manner
4. Conduct comprehensive risk assessment on databases
5. Use of advanced analytics to identify various data misuse scenarios
6. Integrate with existing SIEM solution

In view of the above, EXIM Bank intends to procure a Database Activity Monitoring & Security 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:

- Database Activity Monitoring & Security for Database Servers across Bank's data centres. Total CPU cores of around 160 across these database servers or 10 physical/20virtual nodes at each DC and DR location irrespective of cores count in Active-Active or Active-Passive mode.
- The solution should have comprehensive support for a period of 3 years from the date of acceptances.
- The equipment quoted by bidder should not be declared as EOL or EOS by the OEM Within/from one year of releasing PO.
- The bidder should provide product training at EXIM BANK location (minimum 3 days for 10 EXIM BANK persons) the bidder shall submit the project details in MS project (MPP based).
- Updates/ Version upgrades of all software components provided by bidder for 3 years without any extra cost.
- The Bidder should offer a comprehensive data Protection across EXIM BANK offices situated in different locations.
- Bidder should provide design, size, supply, implement and maintain the DAM solution including hardware, Software, OS, database etc. for the period of contract.
- Bidder should provide end to end support for all the components that are supplied as a part of RFP scope.
- Bidder should Identify, Classify and prioritize the data on the basis of risk categories defined by EXIM BANK.
- Bidder is required to provide DAM solution in HA mode at DC and Active or Passive node at DR Site.
- Bidder to factor and propose both hardware-based solution and software-based solution as per their architecture which includes associated monitoring and management software(s) and database license if any.
- Bidder should also integrate the proposed solution with Microsoft Active Directory Solution present in EXIM BANK
- Bidder should co-ordinate all the activities relating to provisioning of infrastructure facilities and implementation of the DAM solution including helpdesk related activity within the scope. Such facilities and activities shall be specifically listed out by the Bidder at the time of submission of the tender in the technical proposal.
- The Solution should be able to maintain logs for duration of 1 year on the server. Bidder to provide the storage for keeping 3 year data online and supply the same.
- Post warranty, the bidder is required to provide technical and AMC support for the DAM solutions for the tenure of the contract.
- Bidder should provide training to EXIM BANK team / EXIM BANK nominated resources
- Bidder should provide Facility Management support for the DAM solution during the tenure of the contract.

- Provide Exit Management activities including complete documentation and the transition-out at the end of the contract period to the new service provider or in the event of premature termination of the contract.
- The bidder shall ensure that any additional hardware / software / network equipment required to operationalize the respective solutions / devices must be detailed in the technical and commercial bill of material. If the same is not ensured, the bidder shall be responsible to provide such hardware / software / networking equipment free of cost to the EXIM BANK at the time of implementation. The bidder is expected to provide calculations / logic arrived at the sizing for all appliances/ hardware as part of the response.
- The bidder shall ensure that the proposed solution adheres to the best practices laid out by the regulatory bodies for database activity management.
- The proposed solution should have the functionality to scale both horizontally and vertically.
- Details of the Bill of material to be provided for HW, appliance, software and additional component if any proposed for the solution along with commercial bid.
- Implementation Cost should include Implementation, Installation, configuration of DAM Solution and other activities as defined in the scope of the RFP. The cost should also include training and other needs as detailed in the RFP.

#### Technical specifications as per Annexure.

#### Single Point of Contact:

The selected Bidder shall appoint a single point of contact, with whom EXIM Bank will deal with, for any activity pertaining to the requirements of this RFP.

#### Key Deliverables:

Bidder has to provide the requirement of hardware, software's and licenses as per the technical features and scope asked in the RFP and installation of Data Activity monitoring solution on Bank's data centers (Mumbai and Bengaluru) Configuration of policies, Integration with SIEM training for EXIM Bank officials etc.

#### Sizing for DAM Solution

- The proposed solution along with applicable hardware (including but not limited to required Infra / OS Licenses) should be deployed at DC and DR with high availability [HA] or N+1 at DC and DR.
- The proposed solution must have RAID redundancy (for hard drives), network redundancy (for management network interfaces) and Power-Supply redundancy.
- The proposed solution support monitoring of minimum 10 physical or 20 virtual Database servers / 160 Database cores [80 each at DC and DR]. However, the hardware infrastructure provided by the bidder should support maximum 40 DB servers [Active-Active or Active-Passive] / 240 DB cores.
- The proposed solution must support online retention of logs for a period of minimum 1 year and offline log retention for a period of 36 months i.e. solution should support logs storage and restoration. Logs must be pushed to Secondary storage / Syslog server / SAN storage / Back-up server provided by BIDDER for archival purpose.



## **Warranties**

The successful bidder(s) shall provide comprehensive on-site warranty for 3 year [1 year initial warranty + 2<sup>nd</sup> and 3<sup>rd</sup> year AMC]for Solution with back to back arrangements with the respective OEM from the date of acceptance of hardware / software.

The Supplier warrants that the Solution supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and/or features. The Supplier further warrants that all Solution supplied under this Contract shall have no defect, arising from design or from any act or omission of the Supplier, which may develop under normal use of the supplied Solution in the conditions prevailing in India.

The deliverable(s) should not have been declared End of Sale as on the date of submission of the bid and on the date of delivery.

The successful bidder(s) should ensure that the equipment proposed in this RFP, should not be declared as End of Life (EOL) or End of Support (EOS) by the OEM within the 3 years contract period. If the deliverable(s) is declared End of Life (EOL) or End of Support anytime during the contract period, the successful bidder shall forthwith replace the equipment at no additional cost to EXIM BANK.

Bidder shall also update necessary OS, Patches and should support the hardware and the software for the period of three years from the date of acceptance of the entire system.

The upgrades, new releases (Minor/major) versions, bug fixes etc. for the hardware and system software will be supplied to EXIM BANK at no extra cost, with the necessary documentation during contract period.

## **Service Levels**

Bank expects the bidder to adhere to the Service Levels described in this document. Service Levels will include Availability measurements and Performance parameters. Bank requires the bidder to provide reports for all availability and performance parameters and a log of all issues that have been raised and closed / pending closure by the bidder. The frequency of these reports should be quarterly.

Availability measurements and monitoring of Performance parameters would be on a quarterly basis for the purpose of Service Level reporting. Payments to the Bidder are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e., Bank and Bidder.

The Bidder shall monitor and maintain the stated service levels to provide quality service. Bidder to use automated tools to provide the SLA Reports. Bidder to provide access to the Bank or its designated personnel to the tools used for SLA monitoring.

The successful bidder shall not be penalized for those service level breaches that occur due to any reason (beyond the control of the successful bidder). All the SLA will be measured considering dependency of any other third-party assets, which has contributed to the breach.

Bank shall reserve the right to perform root cause analysis (RCA) by its internal team(s) or engage external parties to perform the same. The successful bidder shall cooperate with the team performing the procedures. Decision taken by bank for RCA performed shall be final.

## **Definitions**

“Availability” means the time for which the services and facilities are available for conducting operations on the system including application and associated infrastructure.

Availability is defined as (%) =  $\frac{(\text{Operation Hours} - \text{Downtime})}{\text{Operation Hours}} \times 100\%$

The business hours are 8AM to 8PM on any calendar day the Bank's branch is operational. Vendor however recognizes the fact that the branches will require to work beyond the business hours on need basis.

All the infrastructure of Data Center, Disaster Recovery site, Offices/Branches will be supported on 24x7 basis.

The “Operation Hours” for a given time frame are calculated after deducting the planned downtime from “Operation Hours”. The Operation Hours will be taken on 24x7 basis, for the purpose of meeting the Service Level requirements i.e. availability and performance measurements both.

“Downtime” is the actual duration for which the system was not able to Service Bank, due to System or Infrastructure failure as defined by the Bank and agreed by the Bidder.

“Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during business hours. Further, scheduled maintenance time is planned downtime with the prior permission of the Bank

“Incident” refers to any event / abnormalities in the functioning of any of IT Equipment / Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

## Severity Levels:

Severity Definition during Live operations due to Infrastructure/Functional issues of the proposed solution, the SLA's will be applicable post go-live of Proposed Solutions at DC and DRC,

Description: Time taken to resolve the reported problem Severity is defined as:

Severity 1 [Critical]	<p>Such class of errors will include problems, which prevent users from making operational use of solution.</p> <p>Security Incidents</p> <p>No work-around or manual process available</p> <p>Financial impact on Bank</p> <p>Infrastructure related to providing solution to the Bank comprising of but not limited to the following:</p> <p>Proposed Solution Tools / Application Servers</p> <p>Proposed Solution Database Servers / Appliance</p> <p>Proposed Solution servers/appliances</p> <p>Network components, if any proposed by the bidder</p>
Severity 2 [High]	<p>Any incident which is not classified as “Severity 1” for which an acceptable workaround has been provided by the Bidder or;</p> <p>Any problem due to which the Severity 2 infrastructure of the proposed solution is not available to the Bank or does not perform according to the defined performance and query processing parameters required as per the RFP or;</p> <p>Users face severe functional restrictions in the application irrespective of the cause.</p> <p>Key business infrastructure, systems and support services comprising of but not limited to the following:</p> <ol style="list-style-type: none"><li>1. Solution Test &amp; Development and Training Infrastructure and Application</li><li>2. b. Infrastructure for providing access of dashboards, scorecards, etc.</li></ol>
Severity 3 [Medium]	<p>Any incident which is not classified as “Severity 2” for which an acceptable workaround has been provided by the Bidder;</p> <p>Moderate functional restrictions in the application irrespective of the cause. Has a convenient and readily available workaround.</p> <p>No impact on processing of normal business activities</p> <p>Equipment/system/Applications issues and has no impact on the normal operations/day-today working.</p> <p>All other residuary proposed solution Infrastructure not defined in “Severity 1” and “Severity 2”</p>

During the term of the contract, the bidder will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services.

## Performance Measurement:

Service Area	Service Level	Penalty
<b>Availability Management</b>		
Uptime of the solution for High availability setup	Uptime % of application calculated on quarterly basis.	Penalty as XX Rs. (as mentioned below). If the uptime is below 98%, then Bank shall have full right to terminate the contract with the Bidder.
	99.9% and above	NA
	98% to 99.9%	50,000 /-
	95% to 97.99%	1,00,000 /-
	Less than 90%	2,00,000 /-
Uptime of the Hardware	Individual systems at DC/DR. Uptime % calculated on quarterly basis for affected systems. In case of any hardware problems, the Bidder should ensure that replacement devices are made available within 24 Hrs. Downtime beyond that period will attract penalty.	For Each Downtime of the System Penalty be as under Up to 2 Days - Rs. 1000 After 2 Days – Rs. 5000 After 7 Days - Rs. 10000 Beyond 10 days - Each day penalty of Rs. 1000/-
<b>Manpower Management</b>		
Manpower Services	Bidder to provide experienced and certified manpower at Bank premises as per RFP. Any gap will attract penalty.	<ul style="list-style-type: none"> <li>Penalty of Rs. 500 per day for resource in addition to deduction of relevant day's resource's unit cost.</li> </ul>
	Bidder have to replace the manpower if specially asked by the Bank with in a period of one month. A delay beyond next Month billing cycle will attract thepenalty.	<ul style="list-style-type: none"> <li>Penalty of Rs. 2000 per week for delay in joining of new resource as replacement for resource.</li> </ul>

Service Delivery Management		
Service Call Closure	<p>The Tickets opened should be closed with in prescribed time limits based on criticality of calls.</p> <ol style="list-style-type: none"> <li>1. Critical Category – 4 Hrs</li> <li>2. High Category – 6 Hrs</li> <li>3. Medium - 12 Hrs</li> <li>4. Low – 2 days</li> </ol>	<p>For breaches for calls under Critical &amp; High Category –</p> <ul style="list-style-type: none"> <li>• More than 5 % of total monthly calls, then 2% of monthly operational cost.</li> <li>• More than 10 % of total monthly calls, then 4% of monthly</li> <li>More than 15 % of total monthly calls, then 8% of monthly operational cost.</li> </ul>
		<p>For breaches for calls under Medium &amp; Low Category –</p> <ul style="list-style-type: none"> <li>• More than 10 % of total monthly calls, then 1% of monthly operational cost.</li> <li>• More than 20 % of total monthly calls, then 2% of monthly</li> <li>• More than 30 % of total monthly calls, then 3% of monthly</li> </ul>
Security Vulnerability Management		
Version Upgrade Major/ Minor for all Software / Base OS/ Middleware /VA Compliance	<p>The SI Team have to have version upgrades of all underlying software / Base OS/ Middleware as per respective OEM recommendations &amp; Publish the Quarterly version upgrade calendar for the same. Failure to comply with Version upgrade calendar will attract penalties.</p>	<p>For breaches of Version upgrade Calendar –</p> <ul style="list-style-type: none"> <li>• For delay More than 15 days per incident, then 20,000 /-</li> <li>• For delay More than 30 days per incident, then 40,000 /-.</li> </ul>
Knowledge Management		
Training every alternate year	Training not conducted by Bidder to the bank personnel.	Rs. 5000penalty for each defaulted month will be imposed

OEM Health Check	Health check not conducted by the OEM representative once in a year	<ul style="list-style-type: none"> <li>Penalty of Rs. 5000 will be charged for each defaulted month.</li> </ul>
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## **Problem Management and Escalation Procedures**

An escalation matrix would be applicable for the issues reported. Bidder has to propose an escalation matrix as a part of the Technical Proposal.

## **Penalty and non-adherence to the SLA**

- i Further if the number of downtime instances during a month exceeds 3 times, an additional 0.50% downtime will be reduced from uptime and the penalty will be calculated accordingly
- ii If a breach occurs even after a proper (DAM) policy in solution is in place, a penalty of Rs.5000 /- per event will be deducted or the loss due to the breach whichever is higher.
- iii The right to levy the penalty is in addition to and without prejudice to other rights / remedies available to the Bank such as termination of contract, invoking performance guarantee and recovery of amount paid etc.

Penalty shall be charged for every non-conformance with the service response and resolution timetable as specified below:

Bank reserves the right to recover the penalty from any payment to be made under this contract. The penalty would be deducted from the quarterly payouts and the cap on quarterly penalty will be 15% of the quarterly payout. The overall cap on penalty will be 10% of the total contract value.

## **Cap on Penalties**

Overall cap for penalties including liquidated damages will be 10% of effected Product

/ Service line-item value. Thereafter, the contract may be cancelled, and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.

## **Overall Liability of the Bidder**

The bidder's aggregate liability in connection with obligations undertaken as a part of the project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actuals and limited to the TCO. The bidder's liability in case of claims against Bank resulting from willful misconduct or gross negligence of the bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.

**Payment Terms**

The Bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below:

**Hardware Costs:**

1. Hardware: 100% Payment shall be released within 30 days after submission of correct invoice along with necessary supporting documents along with hardware delivery report

**Software Costs:**

2. Software/Licenses: 100% license/software cost shall be paid after delivery of software and License as per scope.

**Onsite Human Resource and other Services Costs:**

Installation/Implementation Charges: Shall be paid Post implementation of the solution completely and after submission of Project sign off document

**Human Resource Costs:**

- The annual amount to be paid towards People deployment would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter

## Technical Score Mark Distributions [Scoring Model]

Maximum Points 100

Criteria	Criteria Points	(Max Marks)
A1. List of Clients where similar solution has deployed, and support services has been provided.in last 3 years (Contracts with minimum order value of Rs 50 Lac will be considered for points award)		Max Marks 25
<ul style="list-style-type: none"> <li>For 3 or more than 3 Companies</li> <li>For 1 and less than or equal to 2</li> <li>No implementation</li> </ul>	25 10 00	
A2. Satisfactory Services Certificate		Max marks 20
<ul style="list-style-type: none"> <li>Satisfactory Services Certificate by <math>\geq 3</math> Clients</li> <li>Satisfactory Services Certificate by <math>&gt; 1</math> and <math>&lt; 3</math> Clients</li> <li>No Satisfactory Services Certificate</li> </ul>	20 10 00	
A3. Track of being in the Business providing DAM solution and services]		Max Marks 10
<ul style="list-style-type: none"> <li>Being in the Business for at least 5 years</li> <li>Being in the Business for at least 3 years</li> <li>Less than 3 years</li> </ul>	10 05 00	
A4. Bidder Support Center in Mumbai and Bengaluru		Max Marks 20
<ul style="list-style-type: none"> <li>Support Center or Office in Mumbai and Bengaluru</li> <li>Support Center or Office in Mumbai or Bengaluru Only</li> <li>No Support Center or Office in Mumbai or Bengaluru</li> </ul>	20 10 0	
A5. Proposed Solution Compliance to Technical Specification mentioned in Annexure		Max Marks 25
<ul style="list-style-type: none"> <li><math>\geq 95\%</math> solution compliance</li> <li><math>\geq 91</math> and <math>&lt; 95</math> solution compliance</li> <li><math>\geq 85</math> and <math>&lt; 91</math></li> <li><math>&lt; 85</math> compliance</li> </ul>	25 15 10 0	

**To qualify for price bid opening, bidder must meet all eligibility criteria and minimum 80% technical specification compliance score is must.**



## **Evaluation of Bids**

The objective of evaluation methodology is to facilitate the selection of the technically superior solution/vendor at optimal cost.

The Bank reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Any time during the process of evaluation the Bank may seek specific clarifications from any or all the Bidder [Service Provider].

It may please be noted that EXIM BANK reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The evaluation process of the bids proposed to be adopted by the Bank is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that the Bank may adopt.

The details of 'Eligibility Criteria of the Bidder', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in **Annexure**.

The technical and commercial responses to this RFP will be considered further only for those vendors who meet the Eligibility Criteria.

## **Technical Evaluation**

- i. Eligibility Criteria bids received from the Bidder will be opened in the presence of representatives of the bidders who choose to be present as per the schedule notified by the Bank. A detailed analysis will be subsequently carried out by the Bank. Based on responses to 'Eligibility Criteria', Bidder will be short listed for technical evaluation further.
- ii. The technical bid will be analysed and evaluated, based on which the Technical Score (TS) shall be assigned to each bid. Technical Bids receiving a TS greater than or equal to a score of 75 (cut-off marks) will be eligible for

consideration in the subsequent round.

### **Financial Evaluation**

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. The Bank shall inform the date, place and time for opening of the Financial Bid.

### **Evaluation and Comparison of Bids**

75 % weightage will be awarded for Technical Evaluation and 25 % weightage will be awarded for Financial Evaluation.

Technical Bid will be assigned a technical score (Ts) out of a maximum of 100 points, as per the **Scoring Model** provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

### **Final Evaluation Criteria - Quality and Cost based selection (QCBS)**

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$$Fn = F_{min} / F_b * 100 \text{ (rounded off to 2 decimal places)}$$

Where,

Fn= Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote

$$\text{Composite Score (S)} = Ts * 0.75 + Fn * 0.25$$

The Bidder with the highest Composite Score(S) would be awarded the contract.

**INSTRUCTIONS TO BIDDERS**

<b>1.0</b>	<b>Tender Document</b>
	The tender document will be made available at no cost on EXIM Bank's website <a href="https://www.eximbankindia.in">https://www.eximbankindia.in</a>
<b>1.0</b>	<b>Location</b>
	Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India
<b>2.0</b>	Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall email <b>clarifications up to September 03, 2021, 17.00 Hrs.</b> No request of any change in conditions shall be entertained after pre bid date of the tender.
<b>3.0</b>	Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.
<b>4.0</b>	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.
<b>5.0</b>	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.
<b>6.0</b>	<b>Transfer of Tender Documents</b>
	Transfer of tender documents purchased/ downloaded by one intending Bidder to another is not permitted
<b>7.0</b>	<b>Contract</b>
	<ul style="list-style-type: none"> <li>a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other bidder.</li> <li>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</li> </ul>
<b>8.0</b>	<b>Amendment to the bidding document</b>
	<ul style="list-style-type: none"> <li>• At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document,</li> </ul>

	<p>by amendment.</p> <ul style="list-style-type: none"> <li>• The amendment will be posted on Banks website <a href="http://eximbankindia.in">eximbankindia.in</a> or Bank's e-Procurement portal</li> <li>• 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.</li> <li>• The bank at its discretion may extend the deadline for the submission of Bids.</li> <li>• 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.</li> </ul>
<b>9.0</b>	<b>Bid Currency</b>
	Bids in response to this RFP to be quoted in Indian Rupee (INR) only.
<b>10.0</b>	<b>Obligations of Successful Bidder</b>
	<p><b>a.</b> The successful bidder has to supply all the components, services and licenses to make solution complete.</p>
	<p><b>b.</b> The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system.</p>
	<p><b>c.</b> Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the Bank immediately and help/guide the Bank in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime.</p> <p><b>d.</b> The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at EXIM BANK shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components</p>
<b>11.0</b>	<p>All the hardware equipment for providing the intended implementation &amp; services will be covered by a comprehensive on-site OEM warranty of 3 years from the date of installation. This includes software/IOS updates as applicable. The same shall be borne &amp; managed by Bidder only.</p> <p>All the Software Components will be covered by a comprehensive OEM Subscription of 3 year from the date of installation, as applicable.</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 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.
<b>12.0</b>	<b>Signing of the contract</b>
	<p><b>a.</b> The successful Bidder may be required to execute a non-disclosure agreement (NDA) and Service Level Agreement (SLA) with Exim Bank within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above- stipulated period, the EXIM Bank may cancel the order.</p>
	<p><b>b.</b> Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the EXIM Bank of India and the Service Provider.</p>
<b>13.0</b>	<b>Performance Guarantee</b>
	<ul style="list-style-type: none"> <li>The selected Bidder will be required to provide a 10% value of the total cost of project as Performance Guarantee, in the form of bank guarantee from a scheduled commercial bank. The performance guarantee should be valid till at least three months' period beyond the expiry of the contract period of 3 years.</li> </ul>
<b>14.0</b>	<b>Implementation schedule</b>
	<ul style="list-style-type: none"> <li>Bidder to submit the detailed implementation plan in GANTT chart format with clear indication of activities with time lines.</li> <li>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.</li> <li>An acceptance to this effect i.e. Sign off by the Bank will mark the completion of this project.</li> </ul>
<b>15.0</b>	<b>Period of Validity of Bids</b>
	<ul style="list-style-type: none"> <li>Prices and other terms offered by Bidders must be valid for an acceptance period of six months from the date of submission.</li> <li>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.</li> </ul>
<b>16.0</b>	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking

	instructions from EXIM Bank shall be mentioned by the Bidder.
<b>17.0</b>	If so, decided EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
<b>18.0</b>	The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 3 months' notice period for termination of contract if service is not satisfactory to the Bank.
<b>19.0</b>	<b>Notices to local bodies</b>
	The Bidder / Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.
<b>20.0</b>	<b>Site Visit</b>
	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.
<b>21.0</b>	<b>Revelation of Prices</b>
	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.
<b>22.0</b>	<b>Local conditions</b>
	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.
<b>23.0</b>	<b>Contacting the Bank</b>
	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.
<b>24.0</b>	<b>Manuals and Drawings</b>
	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.
<b>25.0</b>	<b>Timely availability of Support Services</b>
	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.
<b>26.0</b>	<b>Payment Terms</b>
	<ol style="list-style-type: none"> <li>1. Hardware:100% Payment shall be released within 30 days after submission of correct invoice along with necessary supporting documents along with hardware delivery report</li> <li>2. Software/Licenses: 100% license/software cost shall be paid after delivery of software and License as per scope.</li> <li>3. Installation/Implementation Charges: Shall be paid Post implementation of the solution completely and after submission of Project sign off document.</li> <li>4. Human Resource Costs: The annual amount to be paid towards People deployment would be divided into 4 equal instalments, to be paid quarterly at the end of each quarter</li> <li>5. AMC:</li> <li>6. The AMC / Operation costs will be paid on yearly advance basis at start the of AMC Period.</li> </ol>

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/2021-22/17**) - "Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location"

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 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 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: "Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location"**

**Ref. No: EXIM/RFP/2021-22/17**

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,

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 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:**

**Place:**

**Authorised Signatory Name:**

**Designation:**

**Company Seal:**

**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 "Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location"- RFP No. EXIM/RFP/2021-22/17 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:

**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 "Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location" - RFP No. EXIM/RFP/2021-22/17 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:

**CERTIFICATE – MALICIOUS CODE**

1. This is to certify that the Hardware and the Software being offered, as part of the contract ("Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location"), 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]

**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

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Request for Proposal for "Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location"- RFP No. EXIM/RFP/2021-22/17 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**

**Client Reference**

(Bidder's Letter Head)

RFP No. EXIM/RFP/2021-22/17 dated --.---.2021

Sr.No	Particulars	Details
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**Bill Of Material**

Sr No	Description	Quantity
1	Database Activity Monitoring Licenses, other software costs and one year warranty	1
2	Hardware at DC and DR in HA or N+1 Mode [3-year warranty]	1
3	Secondary storage for keeping offline logs at DC [3-year warranty]	1
4	One time implementation cost	1
5	Annual Maintenance Cost for 2 <sup>nd</sup> Year	1
6	Annual Maintenance Cost for 3 <sup>rd</sup> Year	1
7	Human resource cost for onsite support for 1 Year	1
8	Human resource cost for onsite support for 2 Year	1
9	Human resource cost for onsite support for 3 Year	1



**Commercial Proposal**

Sr	Description	Quantity	*Unit Price Price (₹)	*Total Price (₹)
1	Database Activity Monitoring Licenses, other software costs and one year warranty	1		
2	Hardware at DC and DR in HA or N+1 Mode [3-year warranty]	1		
3	Secondary storage for keeping offline logs at DC [3-year warranty]	1		
4	One time implementation cost	1		
	<b>Sub Total in (₹)</b>			
5	Annual Maintenance Cost for 2 <sup>nd</sup> Year	1		
6	Annual Maintenance Cost for 3 <sup>rd</sup> Year	1		
7	Human resource cost for onsite support for 1 Year	1		
8	Human resource cost for onsite support for 2 Year	1		
9	Human resource cost for onsite support for 3 Year	1		
	<b>Grand Total in (₹) [exclusive of taxes]</b>			

Notes:

1. Quoted price should be exclusive of all taxes and duties.
2. Delivery Location: Mumbai and Bengaluru
3. The bidder shall meet the requirements of Goods & Services Tax (GST)

**Manufacturers' Authorization Form**

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 "Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location"

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..... dated .....We 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:**

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid. *Manufacturer may use his own format however no relevant details, as detailed above, be missed in the MAF.*

**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	BFSI/Govt Sector in India and out of 3, one deployment should be in public/private bank from April 01, 2018, onwards, with order values not less than 50 lakh. 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	
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 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. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

**Database Activity Monitoring (DAM) Specification**

Sr.No.	Minimum Technical Specifications	Compliance (Yes/No)	Remarks
1	The Solution should meet regulatory compliance such as RBI guidelines on cyber security, SOX, PCI DSS, Data Privacy Law, GDPR, Industry best practices etc.		
2	Creation of an inventory through auto discovery of all databases and database users, deployed across the enterprise.		
3	The proposed DAM solution should be able to monitor in scope database without dropping any log.		
4	Discovery of sensitive data in input and Masking of sensitive data in output.		
5	When scaling the solution, the solution must support a scale-out approach by having only to add more licenses as needed with the increase of databases.		
6	The solution should provide optimum utilization of resources by using Load balancing between its devices, if it is using multiple boxes/gateways		
7	The product should comply and support both IPv4 and IPv6		
8	The solution must have temper-proof log storage capability.		
9	The proposed solution required monitoring should be delivered while solution is enabled and in blocking mode		
10	The solutions should support Virtual patching of database for known missing patches		
11	The solution should support creation of policies/rules for enforcing access control and proper rights management on databases.		
12	The solution must support Reporting of deviations to the policies and access control		
13	Solution should continuously learn the user and application behaviour in respect of accessing database.		

	Learning should be a continuous process and should not stop after a certain stage.		
14	Solution should provide risk score of individual databases, based on combination of security alerts, discovery results, vulnerability assessment, sensitivity & confidentiality of data stored in the database.		
15	Solution must monitor privileged user access or local SQL activity that does not cross the network such as Bequeath, IPC, Shared Memory, or Named Pipes		
16	DAM solution should identify abnormal server and user behaviour and providing early detection of possible attacks using outliers. For example: <input type="checkbox"/> User accessing a table for the first time User selecting specific data in a table that he has never selected before <input type="checkbox"/> Exceptional volume of errors <input type="checkbox"/> Activity that itself is not unusual, but its volume is unusual · Activity that itself is not unusual, but the time of activity is unusual.		
17	Solution must support filtering/hiding of the bind variables of all the SQL activities captured		
18	The solution should not store sensitive data in plain text in logs generated by the application (e.g. passwords)		
19	Logs and audit-trail generated by the solution should not be editable by users/ administrator and should be read-only		
20	The Proposed Solution should support automatic updates to the signature database and based on global threat intelligence, ensuring complete protection against the latest threats.		
21	The Proposed Solution should support custom security rules. Administrators should be able to define rules for the positive or negative security model and to create correlation rules with multiple criteria.		
22	The solution must be able to perform content scanning for regular		

	expression and patterns and should monitor nested queries		
23	Communication from Agent to management server must be encrypted		
24	Solution must be able to monitor database which run on non-standard port		
25	Solution should able to auto classify the database/database-objects based on sensitivity and confidentiality of data based on PII, SPDI, PCIDSS guidelines or customized parameters.		
26	The solution should be capable of auto discovering sensitive/confidential data, like credit card Numbers, Aadhaar or any PII in the database and offers the ability for customization. The solution should be capable of auto discovering sensitive/ confidential data, like Aadhaar or any PII in the database and offers the ability for customization.		
27	The solution should be able to auto discover privilege users in the database and should support user entitlement reviews on database accounts		
28	The solution should be able to auto discover default passwords in the default DB accounts		
29	Solution track the dormant accounts as per defined rule.		
30	The solution should inspect both incoming and out-going DB traffic, compare with the rules and generate alert.		
31	Solution should detect attacks on network protocols, operating systems, as well as application layer DB activity.		
32	Solution should capture and analyse all database activity, from both application user and privileged user accounts, providing detailed audit trails that shows the “Who, What, When, Where, and How” of each transaction.		
33	The solution should provide full details needed for analysis of audited events: date and time, raw SQL, parameters used, end user name, source IP, source application, destination database instance, schema DB objects		

	affected, command details, results generated, values affected etc. should be capable of capturing and reporting at a very granular level.		
34	Solution should detect attacks attempting to exploit known vulnerabilities as well as common threat vectors and can be configured to issue an alert and/or terminate the session in real time		
35	The solution should discover misconfigurations in the database and its platform and suggest remedial measures.		
36	The solution should be capable of reporting missing patches and report the details of such patches and vulnerabilities associated with.		
37	The solution should be able to virtually patch the known vulnerabilities automatically till a patch is installed for the same.		
38	Solution should have capability to track execution of stored procedures, including who executed a procedure, what procedure name and when, which tables were accessed.		
39	Solution should also able to detect any change happens in stored procedure		
40	Solution should have capability to monitor local access & encrypted connections (Oracle ASO,SSL, IPSec etc.)		
41	The solution should provide full details needed for analysis of audited events: <i>Date and time, raw SQL, parameters used, end user name, source IP, source application, destination database instance, schema DB objects affected, command details, results generated, values affected etc. should be capable of capturing and reporting at a very granular level.</i>		
42	The solution should provide facilities for scheduling of reports with respect to time, type of activity, nature of event, violation of specific rules, user, source of origin, DB instance etc.		



43	Ability to mask or obfuscate Sensitive data in the result sets to the user.		
44	The solution support creation of different type of security and audit policies such as rule, report based on heuristic and content based. These policies should support customization.		
45	Ability to kill sessions for accessing sensitive data/policy violations and keeping all activity in the logs		
46	The solution should be capable of blocking access real time, execution of commands which violate the rules/policies, store the events securely and report the same in real time.		
47	The Proposed Solution should support Monitoring Mode and blocking Mode of Deployment. In monitoring mode, solution can generate alerts for unauthorized activity. In blocking mode, solution must proactively block the queries including blocking of matching signatures for known attacks like SQL injection.		
48	The solution should support installation of agents, update of agents, configurations updates, policy updates, start/ stop/restart etc at all the databases from management server centrally.		
49	There should be no down-time of the OS or database for deployment of agents.		
50	The agent should not require a reboot of OS and DB after installation / configuration. Only one agent to be installed, no third-party agents permitted. All agents regardless of deployment mode should be managed from the centralized management console. The solution should not use any 3rd Party software/support for any purpose		
51	If the agent mal-functions or uninstalled or disabled on server, immediate alert to be issued.		
52	If the communication between agent and the console is lost, immediate alert to be issued.		

53	The solution should not use the native database audit functionality. The Solution should not employ native database transaction log auditing.		
54	The solution should be able to support/monitor all database activities in Oss like AIX, UNIX, HP UNIX, Linux, Solaris, Windows and Databases like Oracle, MS-SQL, MySQL, postgres at a minimum.		
55	DAM solution should support integration with the Big Data platform and Data warehouse such as Exadata etc		
56	The solution should provide information of DB links and should have capability to monitor the activity of DB links		
57	The solution should generate alert for any violation of security policy real time		
58	All the reports should be generated at least time (within 120 seconds)		
59	The solution should discover all the databases with details i.e. IP, type, OS, available in the bank network		
60	The solution should also discover if any new database and DB objects created within the monitored network/systems.		
61	The solution must allow administrators to add and modify policies.		
62	The solution should log the actual client IP.		
63	The solution should auto profile the activities to filter noise or known false positives and should generate alert if any violation		
64	The solution support individual user access auditing for packaged applications like SAP, Peoplesoft etc., which the bank proposes to implement in future.		
65	Separate policies should be applied for different databases configured in DAM		
66	The solution should have pre-built templates for well-known security and audit policies.		

67	Bank's all databases are to be integrated without any limitation on the number of databases. Solution should support the deployment modes i.e. monitoring / blocking separately for each database.		
68	The resource overhead (hardware, software) for the agent should not exceed 5% of the normal requirement of the CPU. There should be only one agent.		
69	The solution should provide CPU, RAM, disk capping capabilities on agent- based solution		
70	The solution should have capability to facilitate rule creation at a very granular level. Example: Which user can connect from which source, access what objects, have which rights, at what time window etc.		
71	Rules also should allow blocking access depending upon different parameters like above.		
72	The Proposed Solution should include a Web based single administration interface.		
73	The Proposed solution should have an out-of-band management capability.		
74	The Proposed Solution should be managed centrally for Both DC & DR Setup.		
75	Management solution should support Role-Based Access Control or multiple user roles that facilitate separation of duties. i.e. Administrator (Super-User), Manager, read only etc.		
76	The solution should support the following authentication mechanism for accessing the solution:		
	(i) In-built authentication in the solution		
	(ii) Kerberos authentication		
	(iii) LDAP/AD authentication		
	(iv) RADIUS authentication		
77	The solution must be able to operate in FIPS (Federal Information Processing Standard) 140-2 compliance mode.		

78	The Bank should be able to deploy or remove the DAM solution from the network with no impact on the existing databases or the network architecture.		
79	Support proper reporting and logging facilities.		
80	Should be able to report events and alerts via standard mechanisms, for example, to a syslog or SNMP server or a SIEM solution.		
81	The solution must support the creation of custom log messages and provide system variable placeholders mechanism to make this use case possible. For example, the Username placeholder looks like ({Alert.username})		
82	The solution must support generation/ both predefined as well as custom built reports as per Bank's requirements with both tabular views, pdf and data analysis graphical views.		
83	The solution should have easy option to customize report without developing or require lot of customization/changes from scratch		
84	Alert should be generated in case of violation of rules through SMTP (mail).		
85	The solution should provide facilities for scheduling of reports with respect to time, type of activity, nature of event, violation of specific rules, user, source of origin, DB instance etc.		
86	The solution should be able to generate the reports in PDF, Excel & CSV formats		

**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: \_\_\_\_\_

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)

**Letter of Competence Format**

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

Letter of Competence for Quoting against EXIM BANK's

RFP No. / .....

"Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location"

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 :

**NON - DISCLOSURE AGREEMENT**

[100 Rs non judicial stamp paper]

**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**

[500 Rs non judicial stamp paper]

Between

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

And

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

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

in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

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

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

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

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

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

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

- (3) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (4) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- (5) 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: <a href="mailto:dsarkar53@gmail.com">dsarkar53@gmail.com</a> or <a href="mailto:IEM@eximbankindia.in">IEM@eximbankindia.in</a>	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: <a href="mailto:subodhgoel22@gmail.com">subodhgoel22@gmail.com</a> or <a href="mailto:IEM@eximbankindia.in">IEM@eximbankindia.in</a>
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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)  
(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

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

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

**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 “Supply, Installation, Testing, Commissioning and Maintenance of Database Activity Monitoring (DAM) Solution at Bank's Mumbai and Bengaluru Location”, 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		
To be emailed to:	<a href="mailto:Paresh.p@eximbankindia.in">Paresh.p@eximbankindia.in</a> Mahesh.b@eximbankindia.in kiran@eximbankindia.in	
Name of Organisation submitting request	Name & position of person submitting request	Contact Details
		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.