



E-TENDER
FOR THE

Selection of Service Provider for Conducting Audit of IT Infrastructure and Processes at Export- Import Bank of India

E-Tender Reference No: EXIM/RFP/2021-22/31

December 24, 2021

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

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1. About Exim Bank

Export-Import Bank of India (EXIM Bank) is a corporation established under the Export-Import Bank of India Act, 1981 and having its registered office at Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005. EXIM Bank was set up for the purpose of financing, facilitating and promoting foreign trade in India. It is the principal financial institution in the country for co-ordinating working of institutions engaged in financing exports and imports.

For further information, visit our website www.eximbankindia.in.

2. QUOTATION BID NOTICE

1. EXIM Bank invites bids from eligible bidders for **“Conducting IT Infrastructure and Processes Audit at Export-Import Bank of India”**.

2. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.

3. Vendor registration can be done online by opening Website:
<https://eximbankindiaticketers.procuretiger.com> Click on “Register” link for New Bidder registration, create User Id and Password and attach your Digital certificate.

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

5. 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

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

3. General Tender Details

Tender Document for	Conducting IT Infrastructure and Processes Audit at Export-Import Bank of India
Tender Reference No.	EXIM/RFP/2021-22/31
Tender Document Cost.	Nil.
EMD Amount & Mode of payment (DD/Online)	<p>₹50,000/-</p> <p>Demand Draft (DD) in favor of “Export- Import Bank of India” payable at Mumbai.</p> <p>Account details for Online transfer</p> <p>Beneficiary Name: Export-Import Bank of India</p> <p>Account No : 20018701316</p> <p>Branch No : 00485</p> <p>Branch IFSC : MAHB0000485</p> <p>Bank & Branch Name : Bank of Maharashtra</p> <p>Maker Towers Plot No 85 E Block, Cuffe Parade, Mumbai -400005</p> <p>In case of online transfer, please upload amount transfer reference number details.</p>
Last date for acceptance of IP Agreement, Tender Cost and EMD.	January 14, 2022 5.00 PM
Place of Submission of DD and IP Agreement original document.	Deputy General Manager - Internal Audit Group Export-Import Bank of India, Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	December 24, 2021 5.00 PM
Document Downloading Start Date	December 24, 2021 5.00 PM
Pre-bid Meeting Date & Time	January 03, 2022 3.00 PM
Document Downloading End Date	January 14, 2022 5.00 PM
Last Date and Time for Submission	January 14, 2022 5.00 PM

Technical Bid Opening Date	January 17, 2022 10:00 AM
Address for communication	Same above Ph. 022-22172600, Extn: - 2356/2852 Email : IAG@eximbankindia.in;
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

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

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

Minimum requirement for e-tender participation:

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

For any clarification kindly contact –

E-Procurement Technologies Limited

801 – Wall Street – II

Opposite Orient Club near Gujarat College,

Ellis Bridge, Ahmedabad – 380 006

Gujarat, India

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

Primary Contact Numbers: - M: - 9081000427/ 09904406300

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

4. Mandatory information required for pre-qualification of the Bidder

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

Sr. No.	Particulars	Details
1. Name of the Firm		
2. Name of the Proprietor/Partners/Directors		
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone Nos.		
a. Single point of contact mobile no for e-tender clarifications		
b.		
c.		
4. Head Office Address		
5. Email Address		
a.		
b.		
6. Year of Establishment		
7. Registration No. and Date of Registration		
8. Status of the firm (Proprietor/Partnership/Co. etc.)		
9. CERT-In empanelment since and validity till		
10. Name of Bankers	a.	
	b.	
11. PAN Card No.		
12. GST No.		

Signature of the Authorized Signatory
[Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Date:

Place:

5. INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website:

<https://eximbankindiatenders.procuretiger.com/EPROC/>

2. The bidders can enroll 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 keep ready the bid documents to be submitted as indicated in the tender document / schedule and, preferably, should 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 the size of the scanned document.

6. Please make sure all the formats asked as per S.No 4 and 5 of tender document are properly uploaded on online Website for E-Procurement:

<https://eximbankindiatenders.procuretiger.com/>

7. This Invitation for Bids is open to all the Original Manufacturers/ their Authorized Dealers/ vendors / suppliers / Service providers, to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possesses the qualifying requirements as specified in the Tender.

Any person signing the Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself and his firm. If it is found that the person so signing the Tender has no authority to do so, the Deputy General Manager, Exim Bank, without prejudice to other civil and criminal remedies, may 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 Exim Bank 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 the end of the 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 its dealer specifically authorized by the manufacturer to quote on its 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.

6.CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following, in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME (MoMSME)
- h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSME.

2. MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

5. The MSMEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

6. Relaxation of Norms for Micro & Small Enterprises (MSEs):

- 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.

7. Scope of Work

i. Areas to be covered

The scope defined below is illustrative and not exhaustive. Auditors are expected to update and include additional relevant items in these activities to conform to global best practices and currently available knowledge base.

Areas to be covered
1. Information security governance, effectiveness of implementation of security policies and processes
2. IT Architecture
<ul style="list-style-type: none">✓ Application Systems and Controls<ul style="list-style-type: none">➤ Logical Access Controls➤ Input Controls➤ Processing Controls➤ Output Controls➤ Interface Controls➤ Authorization Controls➤ Data Integrity/ File Continuity controls➤ Review of logs and audit trails
<ul style="list-style-type: none">✓ Operating Systems Controls<ul style="list-style-type: none">➤ Adherence to licensing requirements➤ Version maintenance and application of patches➤ Network Security➤ User Account Management➤ Logical Access Controls➤ System Administration✓ Maintenance of sensitive user accounts
<ul style="list-style-type: none">✓ Database Controls<ul style="list-style-type: none">➤ Physical access and protection➤ Referential Integrity and accuracy

Areas to be covered
➤ Administration and Housekeeping
✓ Network Management audit <ul style="list-style-type: none">➤ Process➤ Risk acceptance (deviation)➤ Authentication➤ Passwords➤ Personal Identification Numbers ('PINS')➤ Dynamic password➤ Public key Infrastructure ('PKI')➤ Biometrics authentication➤ Access Control➤ Cryptography➤ Network Information Security➤ E-mail and Voicemail rules and requirements➤ Information security administration➤ Microcomputer/ PC security (All locations)➤ Audit trails➤ Violation logging management➤ Information storage and retrieval➤ Penetration testing
3. Physical and environmental security
4. Maintenance <ul style="list-style-type: none">a) Change Request Management<ul style="list-style-type: none">➤ Software developed in-houseb) Version Controlc) Software procured from outside vendorsd) Software troubleshooting<ul style="list-style-type: none">➤ Helpdesk

Areas to be covered
<ul style="list-style-type: none">e) File/ Data reorganizationf) Backup and recovery<ul style="list-style-type: none">➤ Software➤ Data➤ Purging of datag) Hardware maintenanceh) Training
5. Privacy and Data Protection <ul style="list-style-type: none">a) Controls established for data conversion processb) Information classification based on criticality and sensitivity to business operationsc) Fraud prevention and Security standardsd) Isolation and confidentiality in maintaining of Bank's customer information, documents, records by bankse) Procedures for identification of ownersf) Procedures of erasing, shredding of documents and media containing sensitive information after the period of usage.g) Media control within the premises
6. Business Continuity Management <ul style="list-style-type: none">a) Top Management guidance and support on BCPb) The BCP methodology covering the following:<ul style="list-style-type: none">➤ Identification of critical business➤ Owned and shared resources with supporting function➤ Risk assessment on the basis of Business Impact Analysis ('BIA')➤ Formulation of Recovery Time Objective ('RTO') and Identification of Recovery Point Objective('RPO')➤ Minimising immediate damage and losses

Areas to be covered

- Restoring of critical business functions, including customer-facing systems and payment settlement systems
- Establishing management succession and emergency powers
- c) Addressing of HR issues and training aspects
- d) Providing for the safety and wellbeing of people at branch or location at the time of disaster
- e) Assurance from Service providers of critical operations for having BCP in place with testing performed on periodic basis.
- f) Independent Audit and review of the BCP and test result
- g) Participation in drills conducted by RBI for Banks using Real Time Gross Settlement (RTGS) / Negotiated Dealing System (NDS)
- h) Maintaining of robust framework for documenting, maintaining and testing business continuity and recovery plans

7. Human Resources

- a) Recruitment policy and procedures for staff
- b) Formal organization chart and defined job description prepared and reviewed regularly
- c) Proper segregation of duties maintained and reviewed regularly
- d) Prevention of unauthorized access of Former employees
- e) Close supervision of staff in sensitive position
- f) People on notice period moved in non-sensitive role
- g) Dismissed staff to be removed from premises on immediate effect

8. IT Financial Control

- a) Comprehensive outsourcing policy
- b) Coverage of confidentiality clause and clear assignment of liability for loss resulting from information security lapse in the vendor contract

Areas to be covered

- c) Periodic review of financial and operational condition of service provider with emphasis to performance standards, confidentiality and security, business continuity preparedness
- d) Contract clauses for vendor to allow RBI or personnel authorized by RBI access relevant information/ records within reasonable frame of time.

9. IT Operations

- a) Application Security covering access control
- b) Capacity Management
- c) Service Continuity and availability management
 - Consistency in handling and storing of information in accordance to its classification
 - Securing of confidential data with proper storage
 - Media disposal
 - Infrastructure for backup and recovery
 - Regular backups for essential business information and software
 - Continuation of voice mail and telephone services as part of business contingency and disaster recovery plans
 - Adequate insurance maintained to cover the cost of replacement of IT resources in event of disaster
 - Avoidance of single point failure through contingency planning
- d) Service Level Management

10. Project Management

- a) Information System Acquisition, Development and Maintenance
 - Sponsorship of senior management for development projects
 - New system or changes to current systems should be adequately specified, programmed, tested, documented prior to transfer in the live environment
 - Scrambling of sensitive data prior to use for testing purpose
- b) Release Management

Areas to be covered
<ul style="list-style-type: none">➤ Access to computer environment and data based on job roles and responsibilities➤ Proper segregation of duties to be maintained while granting access in the following environment<ul style="list-style-type: none">i. Liveii. Testiii. Development➤ Segregation of development, test and operating environments for software
11. Record Management <ul style="list-style-type: none">a) Record processes and controls<ul style="list-style-type: none">➤ Policies for media handling, disposal and transit➤ Periodic review of Authorization levels and distribution lists➤ Procedures of handling, storage and disposal of information and media➤ Storage of media backups➤ Protection of records from loss, destruction and falsification in accordance to statutory, regulatory, contractual and business requirement
12. Technology Licensing <ul style="list-style-type: none">a) Periodic review of software licensesb) Legal and regulatory requirement of Importing or exporting of software
13. IT outsourcing related controls
14. Data centre/DR sites operations and processes / Security Operation Center (SOC)
15. Websites – Vulnerability Assessment and Penetration Testing (VAPT)
16. Infrastructure including Application Security
17. Application functionality
18. Website applications functionality

The IS auditor will require to assess whether the Board-approved policies issued are appropriate to the information system needs/requirements of the organisation. Further, the IS auditor will require to assess whether the policies are being adequately enforced, including the communication of the policies, existence and awareness of standards, procedures and

methodologies to support the policies, allocation of the responsibility for enforcing the policies and the system, put in place by the organization, to monitor and report on the compliance with the policies.

Risk-based IS Audit needs to consider the following:

- Identification of an institution's data, application, technology, facilities, and personnel
- Identification of business activities and processes within each of those categories
- Profiles of significant business units, departments and product lines and systems, and their associated business risks and control features, resulting in a document describing the structure of risk and controls throughout the institution
- Use a measurement or scoring system that ranks and evaluates business and control risks for business units, departments and products

x – x – x

ii. Security Policies

The Bank has in place an Information Security setup, which covers various policies, which are in line with guidelines of the Reserve Bank of India (RBI) and Indian Computer Emergency Response Team (CERT-In).

These policies include Information Classification and Handling; Acceptable Usage; Physical and Environmental Security; Incident Management; Third Party Access; Human Resources; Data Ownership; End-User Computing; Copyright; Data Retention; Secure Configuration Management; Network Security; E-Mail Security; Server Access Security; Antivirus Security; Datacentre Security; Backup Security; SDLC (Software Development Life Cycle); Application Security; Change Management; Monitoring Policy; IT Outsourcing; Patch Management; Disaster Recovery; System Acquisition and Implementation; Contracting and Outsourcing; and Cyber Security.

iii. IT Infrastructure of The Bank

The infrastructure includes Bank's Servers, Desktops, Network Devices, websites, Virtual Private Network (VPN).

1. The IT Infrastructure can be broadly described as under:

Device Type	Quantity	Platforms
Physical Servers	75	Windows, AIX, LINUX Some of the physical servers contains virtual machines
Databases	20	Oracle, MSSQL, Postgres, MySQL
Desktop/ Laptops	500	Windows, Mac
Network Devices	88	Switches
Security Devices	20	Firewalls HO+ROs

2. The Bank has computerised most of its functional areas using external consultation and internal expertise. The various applications include:

Sr.No.	Applications/System Software
1	Finacle CBS
2	Finacle Treasury
3	SWIFT
4	Intranet on SharePoint (TICE)
5	Structured Financial Messaging System (SFMS)- Real Time Gross Settlement (RTGS)
6	Clearing Corporation of India Limited (CCIL) applications

Sr.No.	Applications/System Software
7	Payroll System
8	Backup & Recovery Application
9	Board Pac (App & Browser based)
10	Enterprise Mail System
11	Privilege Identity Management (PIM)
12	Document Management System (DMS)
13	CERMO+
14	ADS (Active Directory Services)

PCs, Laptops, printers etc. are spread across all offices connected to Head office through MPLS connectivity. It is proposed to audit for the PCs/laptops, for whitelist and policy on a sample basis, so as to cover atleast 10 % of the PCs/laptops assets present at each office location (India operations) during the audit.

WEBSITES

3. The websites to be covered under audit are as below:

- <https://eximbankindia.in>
- <https://eximmitra.in/>
- <https://locprocure.eximbankindia.in/>
- <https://iconnect.eximbankindia.in>
- <https://locnetra.in>
- <https://portal.eximbankindia.in>

8. GENERAL CONDITIONS

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 a part of the Contract concluded with the successful Bidder as selected by Exim Bank. 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 India. The contract shall be governed by and interpreted in accordance with the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.
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. **Penalty for use of Undue influence:** The Bidder 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 Exim Bank 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 Bidder towards any officer/employee of the Exim Bank or to any other person in a position to influence any officer/employee of the Exim Bank for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/ penalty as the Exim Bank 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 Exim Bank.
4. **Non-disclosure of Contract documents:** Except with the written consent of the Exim Bank/ Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
5. **Liquidated Damages:** In the event of the Bidder's/ Service Provider's failure to submit the Bonds, Guarantees and Documents, supply the required services / stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Exim Bank may, at its discretion, withhold any payment until the completion of the contract. The EXIM BANK may also deduct from the BIDDER/Service Provider 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.

6. **Termination of Contract:** The Exim Bank shall have the right to terminate this Contract in part or in full in any of the following cases:
 - (a) The Bidder is declared bankrupt or becomes insolvent.
 - (b) The Exim Bank has noticed that the Bidder 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
7. **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 registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.
8. **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 Bidder shall indemnify the Exim Bank 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 Bidder 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.
9. **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.
10. **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 Exim Bank would be final and binding on all the Bidders to this document. The Exim Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Exim Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this tender. The evaluation will be a three stage process. The stages are:

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

Technical Evaluation Scoring

i. The objective of designing this evaluation method is to facilitate the selection of the most technically capable Bidder/Service provider, which can appropriately meet the business/audit requirements of the Exim Bank. The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Exim Bank.

ii. The first stage of evaluation will be evaluating the technical proposals of the shortlisted bidders after the eligibility screening. The bidders scoring less than 75 marks (cut-off marks) out of 100 marks in the technical evaluation shall not be considered for further evaluation. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will be invited for next stage of techno-commercial evaluation process.

iii. The decision of the Exim Bank with respect to Evaluation would be final and binding on all the Bidders to this document. The Exim Bank may accept or reject an offer without assigning any reason whatsoever.

iv. The Technical bid would be rated on a total score of 100 with the major areas as follows and the ranking of Technical score would be derived for each Bidder.

Techno- Commercial Evaluation

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

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

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

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

v. At the sole discretion and determination of the Exim Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this tender. The evaluation of the response to this tender will be done on a 70-30 techno-commercial evaluation method. 70% weightage is to the response to Table below –

“Technical Bid evaluation criteria” and 30% weightage is to the response to “Commercial Bid”. The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology is given below:

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

Where:

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

Acronyms:

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

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

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

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

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

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

viii. if the bidder fails to score for any line item in minimum technical specification, the Exim Bank reserves the right to score them ‘0’ (zero).

11. Notices to local bodies: The Bidder 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.

12. No Bidder shall contact the Exim 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).

13. Any effort by a Bidder to influence Exim Bank’s Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.

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.

9. SPECIAL CONDITIONS OF TENDER

1. **Advance Payments:** No advance payment(s) would be made. 70% of the contract value shall be paid on submission of Final Audit report and the remaining amount shall be paid on submission of compliance on audit report.
2. **Force Majeure clause:**
 - a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
 - b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - c) The party, for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
 - d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
 - e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. Other Audit Related Information:

Auditors:

The audit should be conducted by auditors with necessary qualifications [such as **CISA/ DISA /CISSP /CISM / GIAC(SANS)/ CA/CEH**] and adequate experience in the audit areas identified in the scope and must possess functional knowledge of Banking domain.

Audit Findings & Reports:

The deliveries should be effected i.e. Audits should commence within a period of 15 days from the date of engagement letter/ Letter of Appointment (LoA).

The selected bidder, before starting of Audit, may finalize the checklist viz-a-viz Exim Bank's current IS Policy & Guidelines, Cyber Security Policy and International/ ISACA/ COBIT/ RBI

standards. The audit checklist and audit procedures have to be shared along with the audit report.

Deliverables Under the IS IT Infrastructure and Processes Audit – the Bidder / Service Provider will deliver the following indicative reports that should be covered for the area-wise auditing-

- On completion of IS Audit, the selected bidders will be required to prepare Audit reports as per ISACA/RBI standards and submit 3 copies duly signed
- The report should cover the Executive summary with major risk, its impact and recommendations.
- The report findings should cover all the areas separately as mentioned in the scope and observations should be duly mapped to the scope.
- Risk to the business based on any exploits that were found.
- Brief audit approach and methodology including selection of the samples
- The assessment report should contain a test plan that shows what tests were conducted and its status.
- Audit observations against the value statements in the checklist prepared along with the Impact, Risk rating, Recommendations for risk mitigation.
- The soft copy of the Audit report in word/excel format to be submitted along with the reports.

Compliance Audit:

The selected bidder after submission of Audit reports as mentioned above will be required to conduct post audit compliance review within 8 weeks from receipt of Action Taken Report from the concerned Group. The selected bidder to evaluate the status of compliance by the Audited entity and report the findings in Post audit compliance review report.

Duration of Audit:

The entire IS audit process may be completed within 2 ½ months from the date of Letter of Appointment (LoA). Endeavour is to complete the Compliance audit of IS Audit within 6 months from the date of submission of IS Audit report to the Exim Bank.

Pre-Bid Queries:

The Bidder should carefully examine, understand the scope and terms and conditions of the tender and may seek clarifications, if required. The bidders in all such cases, may seek clarification in writing in advance. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing to the tender e-mail by the intending bidders before the timelines specified. Format is enclosed at **Annexure IX**.

Instructions to Bidders

- 1.0 Location:** Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India.
- 1.1** Bidders / Service Providers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. The bidders may seek email clarification before pre bid date. No request of any change in rates or conditions for want of information on any point shall be entertained after receipt of the tenders.
- 1.2** 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.
- 1.3 Transfer of Tender Documents:** Transfer of tender documents purchased by one intending Bidder to another is not permitted.

Payments: The payment will be made only after receiving the Hard-Copy Invoice. 70% of the contract value shall be paid on submission of Final Audit report and the remaining amount shall be paid on submission of Post Audit Compliance review report. The applicable TDS will be recovered from the invoice amount while making payments and Form-16 will be issued in due course.

All invoices will be paid by the Bank within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

1.4 Signing of the contract:

- a) **Pre-Contract Integrity Pact [Integrity Pact Agreement (IPA)]** to be executed on Rs.500 stamp paper by bidder as per format at **Annexure X** and to be enclosed alongwith the bid document.
 - b) The successful Bidder shall be required to execute a **non-disclosure agreement (NDA)** with Exim Bank upon receipt of the notice of acceptance of offer, as per format at **Annexure XI**. In the event of failure on the part of the successful Bidder to sign the agreement in the within the stipulated period, the EXIM Bank may cancel the order.
 - c) 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 and the Service Provider.
- 1.5** 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.

- 1.6** 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.
- 1.7** 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.
- 1.8 Notices to local bodies:** The Bidder / Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

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

Signature of the Authorized Signatory
[Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Date: [insert day, month, and year]

Location:

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/2021-22/31– IT Infrastructure and Processes Audit at EXIM Bank**)

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

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

Signature of the Authorized Signatory
[Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Date: [insert day, month, and year]

Location:

LETTER OF PROPOSAL

Date: [insert day, month, and year]

Location:

To:

**The Deputy General Manager, Internal Audit Group
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005**

We, the undersigned, apply for the appointment as the service provider for Conducting IT Infrastructure and Processes Audit at Exim Bank as per the tender dated and declare that:

- a) We have examined and have no reservations to the tender document. We have no conflict of interest for undertaking the proposed assignment.
- b) We meet the eligibility requirements as stated in the tender document. We confirm that we have the requisite in-house expertise to carry out the proposed assignment.
- c) We confirm that we have not defaulted in any loan to any Bank/FI and our account has not been classified as Non-Performing Asset (NPA) with any Bank/FI. We further confirm that none of our companies/promoters/directors/partners appear in RBI Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed) and CIBIL Defaulter List, updated from time to time. On being included in any of the above lists, we shall immediately inform Exim Bank on the inclusion and reason for inclusion thereof;
- d) We confirm that our firm has not been banned/ debarred/ blacklisted or declared ineligible for corrupt and fraudulent practices by the Govt. Of India, State Govt. / RBI/ ICAI and Multilateral agencies such as the World Bank, Asian Development Bank, African Development Bank. We also note to inform the Exim Bank immediately if the above actions are taken against our firm during the entire bidding process.
- e) We understand that you may cancel the selection process at any time without assigning the reason for cancellation.
- f) All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief. We understand that misrepresentation of facts in our Application and contravention to any of the terms and conditions of tender may lead to rejection of our Application.

Signed [insert signature(s) of an authorized representative(s) of the Applicant]

Name [insert full name of person(s) signing the Application]

In the capacity of [insert capacity of person(s) signing the Application] Address [insert street number/town or city/country address]

Dated on [insert day number] day of [insert month], [insert year]

Board Resolution for the authorized signatory signing the documents/bids

UNDERTAKING FROM THE BIDDER

Date: [insert day, month, and year]

Location:

To,

**The Deputy General Manager, Internal Audit Group
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005**

Dear Sirs,

Ref. No: EXIM/RFP/2021-22/31– IT Infrastructure and Processes Audit at EXIM Bank

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,

Signature of the Authorized Signatory
[Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company 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;

- a) 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.
- b) Paid all applicable statutory dues on due dates.
- c) Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.
- d) Not done or committed any act or entered into any transactions in violation of any statutory provisions.
- e) My company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during contract period.
- f) My company will produce all documents for verification process as per Exim Bank's requirement and various audit compliance.

Only Bidders/SP that fulfil all the eligibility criteria, as mentioned above, are eligible to participate in this Bid. The Bidders/Service Provider should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Exim Bank's discretion on 'Eligibility Criteria' is final.

Note to Vendors/ Bidders:

All the support documents need to be submitted duly indexed / numbered sequentially in the above order with respective eligibility criteria. The Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the bid(s), if required.

Signature of the Authorized Signatory
[Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Annexure-VI**Eligibility Criteria of the Bidder**

Sr. No.	Eligibility Criteria	Documents to be submitted with this tender	Compliance (Yes/No)	Page No Ref
1.	The bidder should be a registered Company / Partnership Firm / LLP under the Indian Companies Act 2013 or Partnership Act 1932 or Indian LLP Act 2008 and should have an office in Mumbai. The bidder should be in existence for a period of at least 5 years as on March 31, 2021.	Company's Registration document and valid address proof/relevant document for Mumbai office.		
2.	The bidder should have earned both operating as well as net profit for the last three financial years (FYs) i.e., 2018-19, 2019-20 & 2020-21 and should have annual turnover of not less than ₹5 Crore in the last three FYs (i.e. 2018-19, 2019-20 & 2020-21).	Auditor's Certificate or Audited Balance sheet and P&L statement should be uploaded.		
3.	The bidder's Account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution.	A certificate to this effect should be obtained from the Auditor who has signed the Balance Sheet of the Bidders as on 31-03-2021.		
4.	The Bidder should have satisfactorily executed two contracts of similar nature in BFSI, costing not less than ₹5,00,000/- per contract during the last 2 years.	Upload Documentary Proof of Purchase Order/ Work Order/ contract copy / customer credentials to be submitted.		
5.	The bidder should be empanelled with CERT-In and should remain in panel during the currency of the contract.	Upload all the CERT-In Certificates		

6.	<p>The bidder should have a minimum pool of twenty resources with any of the following qualifications: CISA/ CISSP/ CCNA/ CISM/ GIAC(SANS), DISA/CA/ CEH /ORACLE.</p> <p>The Service Provider/bidder should have at least 05 professionals having valid certification of CISSP/CISA as full-time employees and experience of at least 5 years of IS audit.</p>	<p>Submit the Bidder's profile with the details of past experience / Proposed Team Profile/ other staff.</p> <p>Submit the relevant documents / certifications of professionals with experience details.</p>		
7.	<p>The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.</p>	<p>Letter of confirmation from the Bidder.</p>		
8.	<p>The Bidder to provide an undertaking on its letter head that all the technical features highlighted as part of Technical bid criteria are covered in totality in the proposal submitted by the bidder.</p>	<p>Letter of confirmation from Bidder with suitable mapping under different audit segments.</p>		
9.	<p>Bidder must not be blacklisted/ debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs/ FIs).</p>	<p>Submit an Undertaking in this regard and enclose latest empanelment letters from PSBs/FIs.</p>		
10.	<p>Integrity Pact Agreement (IPA) to be executed.</p>	<p>Download the IPA from the tender and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai, as per the date and time mentioned in the tender document.</p>		

Note: For the purpose of evaluation, 'scheduled commercial banks' in India excludes Regional Rural Banks and Co-operative Banks.

Apart from above, the bidder is required to meet the following minimum eligibility criterion and provide adequate documentary evidence for each of the criteria stipulated below:

- Bidder must have Pan India presence and should have office in Mumbai. (Please provide the details such as address of the office, contact no. of the office, number of & level of technical staff working at these places etc.)
- The Core Audit Team proposed by the Service Provider/ bidder should be employees on the rolls of the Service Provider/ bidder. No part of the engagement shall be outsourced by the selected Service Provider/ bidder to third party vendor.
- Existing Exim Bank's CBS consultant/any other consultant/supplier are not eligible to participate in the audit.
- The firm should submit Non-Disclosure Agreement (NDA), signed on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai, as per the date and time mentioned in the tender document. (format at **Annexure XI**).

Bidder response should be complete; Yes/No answer is not acceptable. Only Bidders/Service Providers who fulfil ALL the eligibility criteria as mentioned above are eligible to participate in this Bid. The Bidders/Service Providers should submit their responses along with documentary evidence (sealed and signed by authorized signatory and self-declaration), as required for the above eligibility criteria.

Details of clients and relevant contact details are mandatory. Bidders may take necessary approvals of the clients in advance before submission of the related information. EXIM Bank will not make any separate request for submission of such information.

Proposals of those bidders, which do not fulfil any of the eligibility criteria as stated in full or non-submission of documentary proof, will be summarily rejected. The Exim Bank's discretion on 'Eligibility Criteria' is final.

Note to Vendors/ Bidders:

All the support documents need to be submitted duly indexed / numbered sequentially in the above order with respective eligibility criteria. The EXIM Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the technical bid(s), if required.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

Technical Bid Criteria

Sr. No.	Evaluation Criteria	Supporting Document	Maximum Marks
1.	Minimum turnover of the Company last 3 financial years ₹ 5 to ₹ 10 Crore = 5 Marks ₹ 10 to ₹ 20 Crore = 10 Marks > ₹ 20 Crore = 15 Marks	As per eligibility Criteria section	15
2.	Whether Bidder has Pan India presence. Office with resources in Mumbai – 2 marks Offices with resources in more than 5 cities (incl. all metros) – 3 marks Offices with resources in more than 10 places (incl. all metros) – 5 marks	Submit the details to substantiate the Pan India presence	5
3.	The period of CERT-In Empanelment 1 to 5 Years = 5 Marks 5 to 10 Years = 10 Marks > 10 Years = 15 Marks Bidder having Lead Audit certification from leading certification bodies	As per eligibility Criteria section	15
4.	Infrastructure Audits, Application Audits, Security Operation Center (SOC) Audits completed and BCP Audits completed (in the last 3 years) in any Scheduled Commercial Bank (SCBs) in India, Govt. Institutions/ FIs/ BFSI Sector other than Bank in India. 3- Marks- For each Infrastructure Audit completed per SCBs/FIs in last 3 year 2- Marks- For application audits other than the Infrastructure Audit conducted per SCBs/FIs in last 3 year 2- Marks- For SOC audits/ BCP audits conducted per SCBs/FIs in last 3 year	As per eligibility Criteria section	30
5.	Proposed Audit Approach & Methodology to be adopted for the audit, IS audit tools to be used, estimated time and report architecture. Exim Bank may ask SP/bidder to give presentation on Audit approach and methodology for demonstration of in-depth	Submit the Audit Plan. Submit the profile of proposed team with experience and certifications.	20

	understanding of the scope of the assignment. Recommendations for improvements in-line with global practices.		
6.	Expertise / Skills available - CISA/ CISSP /CA/ CISM / GIAC(SANS)/ CEH/ DISA /ORACLE for Bidder existing profile. The SP/bidder should have at least 05 professionals having valid certification of CISSP/CISA as full-time employee and experience of at least 5 years. 2- Marks- For each CISA/CISSP/CISM/CA Resource 1- Marks- For each CEH/DISA/CCNA/ORACLE Resource	Submit the profile of Bidder's existing team with experience and certifications. Format in which detailed profile is to be provided is attached.	15
	Total		100

Note: For the purpose of evaluation, 'Scheduled Commercial Banks' in India excludes Regional Rural Banks and Co-operative Banks.

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

Signature of the Authorized Signatory
[Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Date: [insert day, month, and year]

Location:

Detailed Profile

[Location, Date]

To,

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

Dear Sirs:

Ref. No: **EXIM/RFP/2021-22/31– IT Infrastructure and Processes Audit at Exim Bank**

Having examined the above tender including all **Annexure**, the undersigned submit the following information and supporting document for technical evaluation.

COMPANY DETAILS	
Year of establishment of company	
Location of Registered Office	
Name and address of other office locations in India	
Year of 1 st empanelled with CERT-In	
No. of years' experience as CERT-In empanelled IS auditor	
CERT-In empanelment valid till	
Turnover of the firm (in ₹ crores) (Not inclusive of the turnover of associate companies)	2018-19: 2018-19: 2020-21:
Net profit in ₹ crores (from Indian operations only)	2018-19: 2018-19: 2020-21:

No of Fulltime employees	
No of Part-time employees	

Experience – Infrastructure Audits (Last Five Years)			
Sl No	Organisation / Company Name	From – To Date	Location
1			
2			

Assignment /Work order copy is attached herewith

Experience – Application Audits only (Last Five Years)			
Sl No	Organisation / Company Name	From – To Date	Location
1			
2			

Experience – SOC/Business Continuity Plan (BCP) Audits (Last Five Years)			
Sl No	Organisation / Company Name	From – To Date	Location
1			
2			

Assignment /Work order copy is attached herewith

Employees with professional certificate in the Firm	
1	No of Full time CISA/CISSP/CISM/CA :
2	No of Full time CEH/DISA/CCNA/ORACLE Certified employees :

Employees with professional certificate to be deployed in the project:	
1	No of Full time CISA/CISSP/CISM/CA :
2	No of Full time CEH/DISA/CCNA/ORACLE Certified employees :

Copy of Professional qualification certificates attached.

FORMAT FOR PROFILE, COMPOSITION AND EXPERIENCE OF TEAM MEMBERS DETAILED
PROFILE

i. Team Profile

Sl No	Name of Proposed Engagement Manager/ Proposed Team Member	Prof. Qual.	Certifications/ Accreditations	IS audit expertise (Mention if he / she has worked in Exim Banks earlier) In terms of years and areas of expertise	IT Expertise In terms of years and areas of expertise as on 31/03/2021	Number of similar assignments involved in Public Sector Banks/FIs in India
1						
2						
3						
4						
5						
6						

1.Employee should be on permanent Pay Roll of the company.

2.Ad-hoc / Temporary staff or other outsources / organisation should not be included.

ii. Proposed list of dedicated personnel/other staff of the SP

The list should include the team leader and key team members with their proposed role in the assignment.

Sl No	Name of Employee	Age	Qualification	Present Location	Experience Relevant to tender	Proposed Role in the Team
Senior Management						
1						
2						
Middle Management						
1						
2						
Junior Management						

1						
2						

Note: Brief CVs/Resumes to be enclosed for each of the team member mentioned in the table below.

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

The Exim Bank shall reserve the right to seek the change of resource personnel in case on need.

Yours sincerely,

[Authorized signature(s)]

Name and Title of Signatory

Name of Firm

Address

Note: Signature of the Authorized Signatory as per Board Approval

COMMERCIAL/ FINANCIAL BID SUBMISSION FORM

Date: [insert day, month, and year]

Location:

To,

**The Deputy General Manager, Internal Audit Group
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005**

Dear Sirs:

Ref. No: EXIM/RFP/2021-22/31– IT Infrastructure and Processes Audit at EXIM Bank

We, the undersigned, offer to provide the Audit services for Conducting IT Infrastructure and Processes Audit at Exim Bank in accordance with your tender dated We are hereby submitting our Commercial/ Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the bid of 90 days.

Form includes the substance of our Financial bid, and **is inclusive of all applicable taxes except GST**.

We understand you are not bound to accept any bid you receive.

Yours sincerely,

Signature of the Authorized Signatory
[Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Note: Signature of the Authorized Signatory as per Board Approval

Commercial Proposal Format:

Provide a Summary of Costs per the following format:

Sl. No.	Particulars	Cost of 1st year audit in Rs. (A)	Cost of 2nd year audit in Rs. (B)	Cost of 3rd year audit in Rs. (C)	Total Cost in Rs. (D = A+B+C)
1	IT Infrastructure and Processes Audit cost as mentioned in the scope				
	Total				

Note:-

- Contract may be awarded fully or partially.
- Minimum 2 Resources to be provided for each entity and Team leader should be CISA / CISSP qualified.

The price/cost quote above should be inclusive of all taxes, levies, cess and duties etc. except GST. GST is payable on actual basis.

Undertaking for Financial Proposal

(This letter should be on the letterhead of the bidder duly signed by an Authorized Signatory as per Board Approval)

Date: [insert day, month, and year]

Location:

To,
The Deputy General Manager, Internal Audit Group
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005

Dear Sirs:

Sub: Bid for Appointment of Service Provider for Conducting IT Infrastructure and Processes Audit at EXIM Bank [Ref. No: EXIM/RFP/2021-22/31].

Having examined the tenders including all Annexure and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the terms mentioned in the Request for Proposal and the other schedules of requirements and services for Exim Bank in conformity with the said tenders in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

- a. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the tender.
- b. We agree to abide by this Financial Proposal for 180 days from the date of the Financial Bid opening and our Offer shall remain binding on us and may be accepted by the Exim Bank any time before expiry of the offer.
- c. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- d. We agree that the Exim Bank is not bound to accept the lowest or any Bid the Bank may receive.
- e. We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Exim Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Yours faithfully,

Signature of the Authorized Signatory
[Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

PRE-BID QUERY FORMAT

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

If, bidder, desiring to respond to E-Tender for “**Selection of Service Provider for Conducting IT Infrastructure and Processes Audit at EXIM Bank**”, require any clarifications on the points mentioned in the Tender 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:	IAG@eximbankindia.in	
Name of Organisation submitting request	Name & position of person submitting request	Full formal address of the organisation including phone, fax and email points of contact
Email:		
Tel/Mobile:		
Page Number	Point Number	Query description

Name and signature of authorised person issuing this.

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

(To be stamped in accordance with Stamp Act- Rs. 500/-)

PRE-CONTRACT INTEGRITY PACT (IP Agreement)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ month of 2021, between, on one hand, 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, through its office at Mumbai (hereinafter called the "BUYER/EXIM BANK", which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s _____, represented by _____, Chief Executive Officer/ MD/ Director (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part.

WHEREAS the **BANK** proposes to procure Audit services and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the **BIDDER(s)** is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an office/group of Export-Import Bank of India, performing its functions on behalf of Export-Import Bank of India.

NOW, THEREFORE,

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

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

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

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

1. Commitments of the BUYER:

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDER(s) alike, and will provide to all BIDDER(s) the same information and will not provide any such information to any particular BIDDER, which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

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

3. Commitments of BIDDERS

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with

the Export-Import Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Export-Import Bank of India.

- 3.3 Wherever applicable, the BIDDERS shall disclose the name and address of agents and the representatives and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 3.4 The BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract, if any.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendor or service provider in respect of product / service covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third party/ person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or Reserve Bank of India (RBI) that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate/MCLR of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores/service, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its subsidiaries for a minimum period of five years, which may be further extended at

the discretion of the BUYER.

- (vii) To recover all sums paid in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (ix) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Fall Clause

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

7. Independent Monitors

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

Mrs Anita Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon - 122002 Email: IEM@eximbankindia.in	Mrs Rajni Sekhri Sibal IAS (Retd.) House No – G-9, Second Floor Maharani Bagh, New Delhi - 110065 Email: IEM@eximbankindia.in
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7.2 The task of the Monitors shall be to review independently and objectively, whether and to

what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

8. Facilitation of Investigation: In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction: This Pact is subject to Indian Law. The parties submit to the jurisdiction of courts/tribunals at Mumbai.

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

11. Validity

a) The validity of this Integrity Pact shall be from date of its signing and extended up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is

unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the BUYER.

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

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Export-Import Bank of India

Name and Designation:

Office / Group

BIDDER

Chief Executive Officer/ MD/ Director

Name:

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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

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

(To be stamped in accordance with Stamp Act- Rs. 500/-)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“NDA”) is made on the _____ day of _____ 2021 by and between _____ **Limited**, (a _____ Ltd. incorporated under the Company Act 2013) 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 hereinafter referred “EXIM Bank” 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, technical, manuals, specifications, product features, 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 protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercise to protect its own proprietary information of a similar nature. The Receiving Party agrees, accepts and warrants that it shall keep the Confidential Information and any such copies thereof secure and in such a way so as to prevent unauthorized access by any third party. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use of disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

Neither this NDA nor the disclosure or receipt of information from either Party to the other Party, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by either Party or its affiliated companies or any commitment by either Party or its affiliated companies with respect to the present or future transaction between the parties.

The Parties agree that during the existence of the term of this NDA and for a period of one year thereafter, neither Party shall solicit directly or indirectly the employees of the other 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.

The Receiving Party shall not use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

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**

Kind Attn: Ms. Rima Marphatia, Chief General Manager

Address: Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005

Email: IAG@eximbankindia.in;

Receiving Party: _____ **Limited,**

Kind Attn: Mr/Ms _____, Chairman & Managing Director

Address: _____

Email: _____

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 **Export – Import Bank of India**

By _____ Ltd.,

Name:

Name:

Title:

Title