



REQUEST FOR PROPOSAL
FOR
IDENTITY & ACCESS MANAGEMENT (IDAM) SOLUTION(Limited Tender)

Head Office:

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

This is the property of Export-Import Bank of India (EXIM). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without EXIM's prior written permission. The use of the contents of this document, even by the authorized personnel / agencies for purposes other than the purpose specified herein, is strictly prohibited and in case of any violation of this stipulation, EXIM may initiate action under applicable civil and criminal laws.

INVITATION TO BID:

- I. Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for “Identity & Access Management (IDAM) Solution”.
- II. In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders as per the details/scope of work mentioned in this RFP.
- III. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- IV. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP and GeM Portal.
- V. The purpose of the Bank behind this RFP is to seek a detailed proposal for procurement of the Services desired in this RFP.
- VI. This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- VII. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed Services for the Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at the Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide the Bank the proposed Services adhering to Bank’s requirements outlined in this RFP.

DISCLAIMER:

- I. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of the Bank, is subject to the terms and conditions set out in this RFP.
- II. This RFP is not an offer by the Bank, but an invitation to receive responses from the eligible Bidders.
- III. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where it is necessary to obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- IV. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- V. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- VI. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- VII. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

SCOPE OF WORK:

- 1 Conduct an assessment of our existing infrastructure, applications, and systems to determine compatibility and integration requirements for the SSO & IAM solution
- 2 Understand the existing authentication mechanisms, identity sources, and protocols currently used in our environment
- 3 Analyze our current user authentication experience and authentication flows across applications to design an improved centralized authentication model
- 4 Prepare a detailed implementation and deployment plan that includes prerequisites for SSO & IAM, timelines, milestones, rollout strategy, and resource requirements
- 5 Design and document the overall architecture (HLD & LLD) of the SSO & IAM solution including authentication flows, integration architecture, and infrastructure design. Certification signoff from OEM on finalized HLD and LLD
- 6 Define the deployment and installation approach including infrastructure preparation, installation procedures, configuration steps, rollout phases, and production readiness validation
- 7 Implement and configure the SSO & IAM solution across required environments including Development, UAT, Production, and Disaster Recovery
- 8 The OEM shall provide product installation support, configuration guidance, architecture validation, and product-level troubleshooting during implementation
- 9 The Bidder shall coordinate with our infrastructure and network teams for server readiness, operating system preparation, network connectivity, firewall rules, and environment configuration required for the IAM solution
- 10 Implement an industry-standard on-premises SSO & IAM setup with High Availability architecture for seamless integration with our existing applications and infrastructure
- 11 Integrate the SSO & IAM solution with enterprise identity sources such as Active Directory, LDAP, embedded LDAP, or other directory services to enable centralized identity management and authentication
- 12 Ensure the IAM platform supports multi-tenant or realm-based architecture to allow isolated configurations, identity stores, and application integrations across different environments or organizational units
- 13 Prepare an application onboarding plan based on application priority, timeline, and milestones and execute integration of applications with the SSO & IAM solution including both on-premises and cloud-based applications
- 14 Integrate required SSO protocols into intended applications by guiding and supporting our application development teams and vendors including assistance for application code changes where required
- 15 Ensure SSO integration with applications across different technology platforms used in our environment (e.g., WebLogic, .NET, Java, and product-based platforms)

- 16 Ensure to implement required features of the SSO & IAM solution as mentioned in the SSO technical specification documentation
- 17 Ensure the IAM solution supports centralized authentication and Single Sign-On across internal, external, web, and enterprise applications. The solution should support application integration through standard authentication mechanisms, API-based integrations, or reverse proxy mechanisms for applications that do not natively support modern authentication standards
- 18 Ensure the IAM platform supports multiple Multi-Factor Authentication methods including OTP, authenticator applications, push authentication, passwordless authentication, hardware tokens, and device-based authentication policies
- 19 Ensure the solution supports endpoint and operating system level authentication controls including Windows/LINUX/MAC OS login MFA, RDP/VDI MFA, secure authentication for shared workstations, and offline authentication capabilities where required
- 20 Ensure the IAM solution supports role-based and attribute-based access control mechanisms to enforce fine-grained authorization policies based on user roles, attributes, organizational context, and environmental conditions.
- 21 Ensure the IAM solution supports contextual and risk-based access controls including device trust validation, adaptive authentication policies, location-based access restrictions, and session security controls
- 22 Support advanced authentication mechanisms including offline MFA, phishing-resistant authentication, FIDO2 security keys, security questions, and anti-spoofing authentication methods
- 23 Ensure the IAM should support three-factor authentication combining multiple authentication categories such as knowledge (password/PIN), possession (token/device), and inherence (biometrics) for enhanced security
- 24 Ensure the IAM solution supports configurable password policy and password management controls including password complexity rules, password history enforcement, password expiry policies, account lockout mechanisms, and administrator-defined password security settings
- 25 Ensure the IAM platform provides user and administrator portals including self-service capabilities for login, registration, password recovery, profile management & visibility of login activity history along with dashboards such as self-service portal, admin dashboard, and SSO application dashboard
- 26 Ensure the IAM solution supports secure user registration and onboarding processes including configurable registration page, onboarding journeys, and identity validation mechanisms
- 27 Ensure the IAM solution supports identity lifecycle management including automated user onboarding, role change handling, attribute synchronization, entitlement management, and automated de-provisioning across integrated applications
- 28 Ensure the IAM solution supports dynamic group and role assignment using rule-based attribute evaluation such as department, designation, location, or employment type to enable context-aware access governance

- 29 Ensure the IAM solution supports domain-based access management to enforce authentication and authorization policies across different organizational domains or identity boundaries
- 30 Ensure the IAM solution supports workflow-driven access requests, approval processes, maker-checker access governance, and time-bound access provisioning
- 31 Implement logging, monitoring, and reporting mechanisms to track authentication activities, detect suspicious behavior, and generate audit reports
- 32 Conduct comprehensive testing to validate functionality, performance, reliability, and security of the implemented solution prior to production rollout
- 33 Ensure security compliance of the SSO & IAM solution and mitigate identified vulnerabilities within defined timelines
- 34 Implement access review and certification processes to periodically review and validate user access rights across applications
- 35 Provide detailed documentation covering architecture, deployment configuration, operational procedures, and maintenance of the SSO & IAM solution
- 36 Provide knowledge base documentation, administrator guides, user guides, and operational SOPs for the IAM solution
- 37 Conduct training sessions for our IT staff to ensure they understand system administration, operational management, and troubleshooting of the IAM platform
- 38 The Bidder shall deploy on-site implementation resources during the project implementation phase
- 39 The IAM platform should support integration with Identity Governance and Administration (IGA) capabilities in future phases including access certification campaigns, entitlement governance, Segregation of Duties (SoD) policies, and automated access review processes.
- 40 The IAM platform should support Privileged Access Management (PAM) integration to control and monitor privileged accounts, enforce just-in-time privileged access, and secure administrative credentials.
- 41 The solution should support secure SSH authentication and access control for Linux and Unix servers using centralized identity policies and MFA enforcement.
- 42 The IAM solution should support password vaulting and credential management capabilities for securely storing, rotating, and managing privileged credentials.
- 43 The solution should support endpoint-level Windows login controls, enabling enforcement of authentication policies, MFA, and password management for Windows systems regardless of whether they are domain-joined or operating in standalone environments.

Price Bid Format

(To be submitted in Sealed envelope along with other Annexures and Integrity Pact – 500 Rs stamp paper)

PRICE BID FORMAT -IDAM Solution			
Sr. No	Item Description	Quantity	Price in ₹*
1	Perpetual/Subscription (1 year) for IDAM Solution (Enterprise Grade) covering (UAT, PROD and DR environments) - Access Management , Governance and Administration and Identity Risk Management	1000	
2	Implementation charges for software (UAT, PROD and DR) along with approximately 60 Applications	1	
3	OEM Support charges for 1st year	1	
	Total		

* Exclusive of taxes

Payment Terms :

- Subscription/ Licenses charges shall be released after successful installation and commissioning of the product in both UAT and Production environments.
- Implementation charges shall be paid only after successful installation and validation of the application in the Disaster Recovery (DR) environment, as confirmed by the Bank.
- OEM support charges shall be released after completion of six (6) months from the Go-Live date, subject to satisfactory performance and support services.
- All payments shall be made within thirty (30) days from the date of receipt of correct and duly approved invoices by the Bank.

Net Profit Certification

To,
Export-Import Bank of India,
Floor 21, Centre One Building,
World Trade Centre, Cuffe Parade,
Mumbai, Maharashtra 400005
Date:

Tender Reference Number: _____ [Insert Tender Number] _____

Tender Title: _____ [Insert Tender Title] _____

This is to certify that Bidder's Name], a company registered in India, has been a net profit (before tax) making entity from its Indian operations for the financial years

_____.

This certification is based on an examination of the financial statements and relevant records of the company, and it is issued without any riders or qualifications.

The net profit status of the entity for the specified financial years is as follows:

- Financial Year 20XX-XX: [Net Profit Amount]
- Financial Year 20XX-XX: [Net Profit Amount]
- Financial Year 20XX-XX: [Net Profit Amount]

Regards,

Chartered Accountant's Signature:

[CA's Name]

Membership Number: [Insert Membership Number]

Firm Name: [CA Firm's Name]

Firm Registration Number: [Insert Firm Registration Number]

Contact Information: [Contact Information]

Date: [Insert Date]

Seal of Chartered Accountant

Conflict of Interest Declaration

To,
Export-Import Bank of India,
Floor 21, Centre One Building,
World Trade Centre, Cuffe Parade,
Mumbai, Maharashtra 400005

Date:

Tender Reference Number: _____ [Insert Tender Number] _____

Tender Title: _____ [Insert Tender Title] _____

I, the undersigned, on behalf of [Bidder's Company Name], hereby declare that:

1. Absence of Conflict of Interest:

The bidder, including all partners, associates, or affiliates, has no conflict of interest with the procuring authorities i.e. EXIM Bank and Officials of EXIM Bank, in connection with the tender referenced above.

2. Non-affiliation:

The bidder affirms that there are no financial, business, or other relationships with the procuring authorities i.e. EXIM Bank and Officials of EXIM Bank, that may affect impartiality in the tender process or in the execution of the contract.

3. Duty to Disclose:

The bidder agrees to promptly disclose any potential conflict of interest that may arise after submission of this declaration.

Bidder's Company Name: [Insert Company Name]

Authorized Representative's Name: [Insert Name]

Designation: [Insert Designation]

Signature: _____

Date:[Insert Date]

Instructions: Please complete this declaration, sign, and submit as part of your tender documentation.

NON-DISCLOSURE AGREEMENT

[500 Rs non judicial stamp paper]

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

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

AND

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

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

WHEREAS

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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

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

2. **Non-disclosure**: The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party’s Confidential Information in

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

3. **Publications**: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term**: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of ____ (____) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.
5. **Title and Proprietary Rights**: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information**: Upon written demand of the Disclosing

Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.

7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India

Receiving Party: _____

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

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

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

iv. if sent by an electronic mail, on the day of receipt, if received before 11.00 a.m on a business day, or otherwise on the first business day after receipt.

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

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

All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

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

Disclosing Party

Receiving Party

By _____

By _____

Name:

Name:

Title:

Title:

PRE-CONTRACT INTEGRITY PACT
[500 Rs non judicial stamp paper]

Between

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

Sanction 4 – Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section 8 - Independent External Monitor

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

Shri Janak Digal Plot No. 1B/2, Sector - 11 CDA Market Nagar, Cuttack Odisha - 753015 janakdigal85@gmail.com	Shri Ajay Kumar Lal 260, Phase-II, Vasant Vihar Colony, Dehradun Uttarakhand - 248006 aklal87@gmail.com
--	--

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), EXIM BANK.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of

Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), EXIM BANK and recuse himself / herself from that case.

- (5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Managing Director (MD), EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director (MD), EXIM BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), EXIM BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

(For & On behalf of the Principal)
(Office Seal)

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

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

BID FORM

[On Company's letter head]

Date: _____

To:

Mr. Deepak Bhatia
Chief Technology Officer
Floor 21, Exim Bank,
Centre 1 Building
World Trade Centre, Cuffe Parade,
Mumbai - 400005

Dear Madam/ Sir,

Ref: _____

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

1. While submitting this Bid, we certify that:
 - a. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
 - c. Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - d. The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - e. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - f. We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.

- g. The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
2. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 3. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
 4. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
 5. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
 6. We agree to abide by all the RFP terms and conditions and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
 7. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
 8. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
 9. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA , Govt. organizations, Public Sector Enterprises/Undertakings (PSUs/PSEs) or any other regulatory body for outsourcing activity.
 10. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public

Sector Undertaking/GeM portal / State or Central Government or their agencies/departments.

11. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
12. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 , order (Public Procurement No. 3) dated 24.07.2020 and OM No. F.7/10/2021-PPD dated 23.02.2023 (Public Procurement No. 4) along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
14. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of 20..

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

_____ Seal of the company.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made on ____ at _____ and effective from (the “Effective Date”),

BETWEEN

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 having one of its Regional Offices at _____, (Hereinafter referred to as “Exim Bank” or the “Bank” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include their respective successors and permitted assigns) of the **ONE PART**.

AND

_____ bearing CIN No _____ and having its registered office at _____ (Hereinafter referred to as “Service Provider” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include their respective successors and permitted assigns) of the **OTHER PART**.

Exim Bank and Service Provider, in this Agreement, wherever the context so requires, shall be individually referred to as “**Party**” and collectively referred to as “**Parties**”.

WHEREAS: -

- i. The Service Provider is in the business of providing services being in the nature of _____ and has the skills and expertise required to perform the Services (defined hereunder).
- ii. Exim Bank pursuant to the process of issuing RFP no. _____ dated _____ issued by the Bank along with its clarifications/ corrigenda has decided to engage the Service Provider to provide the Services and the Service Provider has agreed to render such Services in accordance with the terms and conditions set forth herein.
- iii. Pursuant to the above, the Parties hereto have agreed to enter into this Agreement to confirm and record the terms and conditions on which the Service Provider shall provide the Services to Exim Bank, as are appearing hereinafter.

THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Parties hereto agree, declare and confirm that the foregoing recitals shall form an integral part of the operative part of this Agreement and shall legally bind the Parties with full force and effect, as if the same are

set out herein verbatim and this Agreement shall be read and construed accordingly.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained:

1. DEFINITION: To be Filled.

“PO” means _____

“RFP” means

2. INTERPRETATION:

2.1 Any reference herein to any Clause, Annexure, Schedule or Exhibit is to such Clause of, or Schedule or Annexure to this Agreement unless the otherwise mentioned. The Annexures and Schedules for this Agreement shall be deemed to form part of this Agreement.

2.2 The headings and the use of bold typeface have been inserted for convenience only and shall not affect the construction of this Agreement and shall be ignored during interpretation of the provisions of this Agreement.

2.3 Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter genders.

2.4 Reference to statutory provisions, rules, regulations and guidelines shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) thereof and to all statutory instruments or orders made pursuant to such rules, regulations and guidelines.

2.5 Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form.

2.6 Any reference to a document in the agreed form is a reference to a document in a form agreed between the Parties hereto.

3. AGREEMENT:

The Service Provider has the skills and expertise to provide to Exim Bank services being in the nature of _____ and more particularly enumerated/described in **Annexure ‘A’** hereto (collectively “**Services**”) and has agreed to provide the Services to Exim Bank and Exim Bank agrees to avail from the Service Provider the Services, on the terms and conditions as specified in this Agreement and in the tender document dated ____ bearing No. _____.

4. TERM AND TERMINATION:

4.1 This Agreement shall commence on and from _____ and continues till _____ (“**Term**”) unless terminated as specified below.

4.2 The Bank, without prejudice to any other remedy for breach of Agreement, shall have the right to terminate the Agreement in whole or part, at any time, by giving a written notice of at least _____ days to Service Provider, if Service Provider fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if Service Provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than _____ days is given Service Provider to rectify the defects.

4.3 The Bank, by written notice of not less than _____ days sent to the Service Provider, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank’s convenience, the extent to which performance of the Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective.

4.4 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

4.5 In the event of termination of the Agreement, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

4.6 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

(i) If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

(ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up or any other creditor / person files a petition for winding up or dissolution of Service Provider.

(iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.

4.7 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

4.8 In the event of termination of the Agreement for material breach by Service Provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank’s Association.

4.9 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the Applicable Law.

4.10 Where the Service Provider interacts directly with the Bank’s customers, the Bank shall have the right, upon termination of this Agreement, to notify or publicise such termination to ensure that customers discontinue any dealings with the Service Provider. The Service Provider shall provide full cooperation and assistance to the Bank in facilitating such communications, including but not limited to providing necessary customer contact details and ceasing any representations that imply continued engagement with the Bank.

5. PERSONNEL:

5.1 Service Provider's employees performing projects for Exim Bank under this Agreement ("Personnel") are employees or contractors of Service Provider or its Affiliates and shall not become employees of Exim Bank or its Affiliates during the term of this Agreement as a result of performing services for Exim Bank hereunder. Service Provider acknowledges that Personnel shall not be entitled to any benefits provided to employees of Exim Bank or any of its Affiliates. Service Provider acknowledges that Personnel, during the course of performing projects for Exim Bank under this Agreement, shall be subject to the internal rules regulations, policy and guidelines of Service Provider to the extent applicable on the respective Personnel inter alia, working hours, sexual harassment and security information systems, subject to the relevant documents being shared by Service Provider well in advance with such Personnel to ensure adherence of such internal rules and regulations, policy and guidelines, etc. of Service Provider. Service Provider agrees to be responsible for all employer responsibilities, including but not limited to withholding income and other similar taxes and social security from amounts payable to Personnel, if applicable and as required by law.

5.2 Background Checks: Service Provider shall conduct a background check on all Personnel as per its internal policy. Confirmation that Personnel assigned to Exim Bank 's projects have passed such a background check will be provided to Exim Bank upon request.

5.3 Essential Personnel: The Service Provider shall ensure that limited essential personnel with requisite skills and expertise are available to provide critical functions during exigencies, including but not limited to:

- (i) System failure or downtime;
- (ii) Security breaches or incidents;
- (iii) Other critical situations that may impact the Bank's operations.
- (iv) pandemic situations.

5.4 The Service Provider shall:

- (i) Identify and designate Essential Personnel for critical functions.
- (ii) Ensure that such personnel are adequately trained and equipped to handle exigencies.
- (iii) Provide contact information and ensure availability of such personnel during exigencies.
- (iv) Maintain appropriate backup arrangements for Essential Personnel to ensure continuity of on-site performance of the Services during exigencies, subject always to compliance with applicable safety and security protocols.

5.5 The Bank shall have the right to request replacement of Essential Personnel if they fail to meet required standards or perform adequately during exigencies.

6. RIGHTS AND OBLIGATIONS:

6.1 Exim Bank shall:

- i. Provide timely access to necessary infrastructure, personnel and data as required by service provider to perform the services in and accordance with this agreement.
- ii. Process and Authorise invoices and make payments as per the terms set out in this agreement.
- iii. Have the right to monitor and inspect the performance of services provided by the service provider.

6.2 Service Provider shall:

- i. Provide the Services as agreed hereto and in compliance with this Agreement and Tender and applicable laws. If any approval is to be obtained from any authority, person, body or otherwise for provision of Services the same shall be obtained by the Service Provider at its own costs.
- ii. Perform the Service in a professional, diligent and timely manner and as per good commercial practices.
- iii. Ensure availability and utilization of a sufficient number of personnel to perform the Services.
- iv. Ensure that all personnel who are deputed/sent to perform the Services shall perform and do the Services as per the terms of the Services and Agreement and are appropriately trained and wherever required, qualified to perform such Services.
- v. The Service Provider shall not have any authority pursuant to this Agreement or otherwise to commit Exim Bank to any obligation in any manner whatsoever with respect to third parties or enter into any contracts on behalf of Exim Bank. The Service Provider shall neither have nor represent itself as having any authority under this Agreement or Tender or otherwise to make any agreements or arrangements of any kind in the name of or binding upon Exim Bank.
- vi. Service Delivery responsibilities

The Service Provider shall:

- (a) Provide the services in accordance with this agreement and adhere to the service levels documented in this Agreement.
- (b) Ensure availability of qualified personnel and technical infrastructure.
- (c) Provide timely reports, documentation and assistance as required by Exim Bank.
- (d) Notify Exim Bank of any issues, risks, or delays promptly.
- (e) Service provider, if permitted to sub-contract, shall ensure that Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then current standards, policies and procedures (to the extent applicable), all onsite rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (f) The Service Provider shall notify the Bank immediately upon detection of any information security incident, data breach, material service outage, denial-of-service, integrity compromise, or other material adverse event relevant to the Services, and in any case within one (1) hour of detection. Notifications shall include sufficient detail to enable the Bank to notify RBI within six (6) hours of the Service Provider's detection. The Service Provider shall provide continuous updates until containment and recovery, and a final root cause analysis with corrective actions within [five (5)] business days.
- (g) ensure that all personnel engaged in providing the core services under this Agreement are appropriately designated, qualified, and authorised for such role. The Service Provider shall designate such personnel as "Core Service Personnel" or by any other appropriate designation mutually agreed between the Parties, and shall ensure that:

- (i) only such designated personnel perform the core services;
- (ii) the roles and responsibilities of such personnel are clearly documented; and
- (iii) any change in the designation or replacement of such personnel is communicated to the Bank in writing prior to the change becoming effective.

vii. Security Responsibility

The Service Provider shall:

- (a) Maintain the confidentiality of the Bank's resources and other intellectual property rights.
- (b) Meet the Bank's Security Standards as mentioned in the IS and IT Policy of the Bank.

The Service Provider agrees and acknowledges that:

6.3 It shall be alone liable and responsible for its personnel who are deputed/sent at Exim Bank for performing the Services as per the terms of the Services and Agreement.

6.4 It shall adhere to all applicable laws with respect to its personnel who are deputed/sent at Exim Bank for performing the Services as per the terms of the Services and Agreement.

6.5 It shall be alone liable and responsible for payment of wages, moneys, benefits, etc. to its personnel who are deputed at Exim Bank for performing the Services.

7. CRITICALITY OF OUTSOURCED TASK, ASSOCIATED RISK AND SOLUTIONS:

To be filled according to the nature of services being procured in this Agreement.

8. LEGAL AND REGULATORY INTERVENTIONS:

Exim Bank shall have the unilateral right to intervene in the operations or terminate this Agreement, without penalty, to comply with applicable legal, regulatory, or supervisory requirements. It shall be the responsibility of the Service Provider to cooperate with Exim Bank to ensure compliance with such requirements.

9. RELATIONSHIP BETWEEN THE PARTIES:

- (i) It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- (ii) Neither the Service Provider nor its employees, agents, representatives, Subcontractors shall hold out or represent as agents of the Bank.
- (iii) None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

(iv) This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

(v) All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

10. HOLISTIC RISK MONITORING:

To be filled as per the services being procured.

11. LOCATION:

The Services shall be provided by the Service Provider to Exim Bank at _____.
The Service Provider's personnel shall travel to the location at _____ for performance of Services agreed to be provided by the Service Provider to Exim Bank as per the terms of the Services and Agreement and costs of such travel shall be borne by the Service Provider only.

12. RECORDS:

The Service Provider shall maintain proper and accurate records relating to the performance of its Services under this Agreement during the Term of the Agreement, including but not limited to:

- Time spent on each task or project
- Expenses incurred
- Deliverables Provided
- Any issues or defects reported and their resolutions.

13. REPORTS:

The Service Provider shall retain such records for a period of _____ from the date of completion of the services. The Bank shall have the right to audit and inspect such records upon reasonable notice to the Service Provider.

14. AUDIT:

14.1 Exim Bank and Reserve Bank of India shall have the right to audit and/ or cause an inspection of the Service Provider and its books and accounts. Exim Bank shall have the right to conduct an audit on the service provider by its internal or external auditors or by agents appointed to act on Exim Bank's behalf, and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed by such service provider for Exim Bank.

14.2 It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider shall submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

14.3 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

14.4 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to the Bank or auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information/ reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

14.5 The audit, inspection, and information-access rights of the Bank and/or the Reserve Bank of India under this Agreement shall extend to any sub-contractor and any third party within the Service Provider's supply chain engaged in connection with the Services. The Service Provider shall procure and maintain back-to-back contractual rights and cooperation undertakings from such entities to ensure unhindered exercise of these rights. The Service Provider shall promptly furnish to the Bank copies of any audit or review reports and findings conducted on the Service Provider in relation to the Services.

14.6 For any offshore or cross-border elements (if applicable), the Service Provider represents and warrants that the audit and inspection rights of the Bank and the Reserve Bank of India under this Agreement are valid, binding, and enforceable in the relevant jurisdiction, and that all records pertaining to the Services shall remain accessible to the Bank and the Reserve Bank of India notwithstanding the Service Provider's liquidation, insolvency, or cessation of business.

15. CONFIDENTIALITY AND NON-DISCLOSURE:

15.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received

by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

15.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.

15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement

15.4 The Service Provider agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

15.5 The Service Provider including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.6 The Service Provider may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.

15.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.
- (ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.
- (iii) Where if receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.
- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

15.8 The Service Provider undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

15.9 The Service provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.

15.10 The Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.

15.11 The security aspect of the solution/Software will be comprehensively reviewed periodically by the Bank, and Service Providers shall carryout modifications / updates based on the security review recommendations on case-to-case basis.

15.12 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

15.13 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

15.14 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained Service provider without the Bank's written consent.

16. DATA PRIVACY AND INFORMATION SECURITY:

16.1 The Service Provider shall conform to the provisions of all applicable regulatory guidelines related to data protection and data privacy. Further, the Service Provider shall be in compliance with all laws and regulations applicable to it in relation to the Services as prescribed by RBI, including any guidelines, circulars, regulations and notifications issued from time to time with respect to information technology infrastructure.

16.2 The Service Provider shall perform the Services in a manner that will not result in placing Exim Bank in breach of any applicable personal data protection law or obligation.

16.3 By virtue of executing these presents the Service Provider has consented to provide and for Exim Bank to make available any information or data as may be required by the sub/SEBI/any other regulator/the Government of India from time to time.

16.4 The Service Provider undertakes to grant access to RBI/SEBI/any other regulator/the Government of India or person(s) authorized by it to access Exim Bank's IT infrastructure to the extent as it may relate to the Service Provider, applications, data, documents, and other necessary information given to, stored or processed by the Service Provider and/ or its Sub-Contractors in relation and as applicable to the scope of this Agreement.

16.5 Service Provider shall refrain from erasing, purging, revoking, altering, or changing any data, or records, digital or physical related to Exim Bank, during the transition period as mutually agreed between the Parties, unless explicitly instructed to do so by the regulator or the Bank.

16.6 The Service Provider shall upon being requested by Exim Bank, promptly provide to the Bank, by way of questionnaire, any data related to the Bank along with all the relevant details related to such data as requested by the Bank including but not limited to the process of capturing, processing and storage of Bank's data in Service Provider's environment.

16.7 The Service Provider shall comply with the directions issued by the RBI in relation to the activities outsourced to the Service Provider.

17. DATA PROTECTION AND COMPLIANCE:

17.1 The Service Provider shall comply at all times with all applicable laws, rules, regulations, and guidelines relating to information technology and data protection, including but not limited to the Information Technology Act, 2000 (and amendments thereto), the Digital Personal Data Protection Act, 2023 (“DPDP Act”) as and when applicable, the Reserve Bank of India (RBI) guidelines applicable to banks and financial institutions, and any other laws, rules, or regulations applicable to the collection, processing, storage, and transfer of data.

17.2 All data, including customer data and any data derived therefrom, that is provided to or generated through the use of the Services shall remain the exclusive property of Exim Bank or its customers, as applicable. The Service Provider shall act solely as a custodian or data processor of such data and shall have no rights, title, or interest in such data.

17.3 The Service Provider shall ensure that access to Exim Bank’s data is limited to authorized personnel on a need-to-know basis, and subject to confidentiality obligations. The Service Provider shall maintain strict access controls and shall not disclose or permit access to the data by any third party without the prior written consent of Exim Bank, unless required by law.

17.4 The Service Provider shall implement industry-standard and bank-approved technical and organizational measures to ensure the security, integrity, and confidentiality of data. These measures shall include, but are not limited to, encryption (in transit and at rest), intrusion detection and prevention systems, firewalls, secure access protocols, multifactor authentication, and regular security audits. The Service Provider shall be responsible for continuously updating its security measures to reflect evolving threats and regulatory expectations.

17.5 All customer data shall be processed strictly in accordance with the documented instructions of Exim Bank. The Service Provider shall disclose the physical location(s) of data storage and shall not transfer or store data outside India without prior written consent of Exim Bank and compliance with applicable law. The Service Provider shall retain data only for the period necessary to fulfil the intended purpose and shall delete or return the data securely upon termination of this Agreement (Any specific time to quote) or as otherwise instructed by Exim Bank.

17.6 No data shall be transferred to any third party or across borders without the express prior written approval of Exim Bank. Any permitted data transfer shall be subject to appropriate contractual safeguards ensuring the third party’s compliance with obligations equivalent to those in this Agreement, including adherence to Indian data protection laws and maintaining adequate data security.

17.7 In the event of any actual or suspected data breach or unauthorized access to Exim Bank’s data, the Service Provider shall notify Exim Bank in writing within 24 (twenty-four) hours of becoming aware of such breach. The Service Provider shall immediately take all necessary corrective actions and provide Exim Bank with full cooperation, including a root cause analysis and incident impact report.

17.8 Exim Bank shall have the right to audit, either directly or through a third-party auditor, the Service Provider’s compliance with the terms of this Agreement and applicable legal and regulatory requirements. Such audits may include inspection of systems, processes, and facilities used in connection with the services. The Service Provider shall provide full access, cooperation, and assistance in the conduct of such audits.

17.9 The Service Provider shall maintain, and furnish to the Bank upon request, an accurate and up-to-date inventory of all Bank and customer data collected, processed, or stored pursuant to this Agreement, including specific details of primary, backup, and disaster recovery (DR) storage locations. The Service Provider shall provide prior written notice to the Bank of any proposed changes to such storage locations. The Service Provider shall not store, process, or transmit any Bank data or materials outside the territory of India where data localisation requirements are applicable. Further, the Service Provider shall ensure that Bank data is logically and physically segregated to prevent co-mingling with data of other clients in any multi-tenant environment.

17.10 Upon termination or expiry of this Agreement, the Service Provider shall:

- a) Return or securely delete all customer data in its possession or control, as directed by Exim Bank;
- b) Provide all necessary assistance to ensure smooth transition of services without disruption; and
- c) Certify in writing that all data has been returned or destroyed, and no copies have been retained.

The Service Provider acknowledges that Exim Bank handles sensitive financial and customer information, and any mishandling of such data may lead to significant legal, financial, and reputational risks. Accordingly, the Service Provider shall adopt enhanced measures to protect such data and shall be liable for any damages or penalties resulting from breach of this clause.

18. FEES/COMPENSATION:

18.1 In consideration of the Services provided by the Service Provider, Exim Bank shall pay to the Service Provider, fees as mentioned and, in the manner, and as defined in **Annexure _____** (“Fees”).

18.2 The Service Provider shall raise an invoice for the Fees on Exim Bank.

18.3 Fees to be paid shall be exclusive of Goods and Service Tax (GST) and GST shall be mentioned in the invoice raised for the Fees which shall be paid by Exim Bank.

18.4 Exim Bank shall be liable to deduct Tax Deductible at Source (TDS) under the Income Tax Act, 1961, from the Fees, if applicable.

18.5 Exim Bank shall pay Fees within _____ days from the receipt of invoice from the Service Provider.

18.6 Other than the Fees payable by Exim Bank to the Service Provider, no other payments or amounts shall be paid by Exim Bank to Service Provider or its personnel.

19. INTELLECTUAL PROPERTY:

19.1 For any technology / software / product developed/used/supplied by Service provider for performing Services or developing software for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third-party software development. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.

19.2 Without the Bank’s prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copyleft license or any other agreement that may give rise to any third-party claims or to limit the Bank’s rights under this Agreement.

19.3 Service Provider shall, at their own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the technology / software / products or any part thereof in India or abroad, for software developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, Service provider shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

19.4 The Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it from there.

19.5 The Bank will give notice to the Service Provider of any such claim without delay/providing reasonable assistance to the Service provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.

19.6 Service Provider hereby grants the Bank a fully paid-up, irrevocable, exclusive license throughout the territory of India or abroad to access, replicate, modify and use software developed including its upgraded versions available during the term of this agreement by Service Provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

19.7 Software developed as part of this agreement can be put to use in all offices of State Bank of India/ its foreign office/its Associate Banks& subsidiaries.

20. MUTUAL REPRESENTATION AND WARRANTIES:

Each Party hereby warrants and represents to the other Party that:

20.1 It has full power and authority to enter into this Agreement and perform its obligations hereunder.

20.2 This Agreement is duly executed by it and this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with the terms contained herein.

20.3 The execution, delivery and performance by the Parties of this Agreement does not and will not:

20.3.1 breach or constitute a default under its constitution documents or;

20.3.2 result in a breach of or constitute a default under any agreement to which it is a party or which it is bound.

21. REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:

21.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of _____ from the date of acceptance.

21.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies.

21.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the warranty period (up to.....).

21.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.

21.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors and in particular laws relating to

terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

21.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

21.7 Service Provider warrants the Bank against any license or IPR violations on its part or on the part of subcontractor, wherever permitted, in use of any technology /software /product for performing services or developing software for the Bank as part of this Agreement.

21.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

21.9 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

21.10 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

21.11 The Services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

21.12 The Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

21.13 During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame.

22. LIMITATION OF LIABILITY:

22.1 For breach of any obligation mentioned in this Agreement, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the Project Cost paid by Exim Bank to Service Provider.

22.2 Service Provider will ensure Bank's data confidentiality and shall be responsible for any liability arising in case of breach of any kind of security and/or leakage of Bank's Confidential Information to the extent of loss so caused.

22.3 The limitations set forth in Clauses 22.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to clause 24;
- (ii) damage(s) occasioned by the gross negligence or willful misconduct of Service Provider;

- (iv) breach of confidentiality or data protection obligations,
- (v) regulatory or statutory fines and penalties attributable to the Service Provider's breach,
- (vi) infringement of intellectual property by the Service Provider.

23. FORCE MAJEURE:

23.1 "Force Majeure" shall mean any event being acts of nature or acts of public enemy or acts of war or terrorism or riots or civil disorders or rebellions or revolutions or acts of Government of India/State of Maharashtra in their sovereign capacity or epidemics or pandemics or any order of court or authority or tribunal or any cause beyond reasonable control of either Party, which affects or disrupts or hampers the performance by any of the Party of any of its obligations under this Agreement.

23.2 In the event there is an occurrence of Force Majeure event, then in that event the Party affected by Force Majeure event shall be excused for such non-performance of its obligations during the occurrence or existence of Force Majeure event and in such an event Exim Bank shall not be liable for payment of any Fees to the Service Provider.

23.3 In the event there is an occurrence of Force Majeure event, the party whose performance is affected or prevented by Force Majeure event shall immediately inform the other party in writing about the existence or occurrence of Force Majeure event within _____ days from the occurrence of Force Majeure event. Exim Bank alone shall decide as to whether the event is an event of Force Majeure or not.

23.4 Once the Force Majeure event ceases then on cessation thereof, the Party whose performance is affected or prevented by a Force Majeure event shall continue to perform its obligations under this Agreement. The Party whose performance is affected or prevented by a Force Majeure event shall also immediately inform the other Party in writing when the Force Majeure event ceases.

23.5 In the event of existence of such Force Majeure event, the Term of this Agreement shall stand extended for the same period that is of the existence of Force Majeure event.

24. INDEMNIFICATION:

24.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly or indirectly on account of any misuse of data /information or deficiency in Services or breach on any obligations mentioned in this Agreement, including without limitation of confidentiality obligations, from any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider.

24.2 Service Provider, to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.

24.3 Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

24.4 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service provider.

24.5 The Service Provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other Service Providers thereby ensuring expected performance covered under scope of work. Nothing contained in this agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

24.6 The provisions of this Section 24 shall survive the termination of this Agreement.

25. LIQUIDATED DAMAGES:

If the Service Provider fails to complete the Services or there is a delay in completion of Services or commits any breach in providing the Services to Exim Bank, the Service Provider shall be liable to pay damages of Rs. _____ per day or lumpsum damages of Rs. _____ to Exim Bank without any demur or protest by the Service Provider within 7 (seven) days of written notice from Exim Bank. Further, Exim Bank is entitled to deduct the said damages from the Fees payable to the Service Provider.

26. NOTICES:

26.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

- i. When hand delivered during normal business hours of the recipient, acknowledgment taken.
- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of Service Provider's office at Mumbai, or any other place advised by Service Provider to the Bank from time to time.
- iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

26.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

.....
.....
.....
.....
.....

(b) In case of service Provider

.....
.....
.....

.....

26.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party within 30 (days).

27. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAWS:

27.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably initially.

27.2 The parties will use good-faith efforts to resolve any issue, dispute, or controversy arising out of or relating to this Agreement using the procedures in this subsection.

27.3 If any dispute, claim or difference arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination is not settled amicably then the same shall be referred to and finally resolved on exclusive jurisdiction basis by the Courts in Mumbai and all related appellate courts. This agreement is governed by laws of India.

28. WAIVER:

No rights under this Agreement shall be deemed to have been waived and there shall be no waiver other than by notice in writing signed by the other Party. The failure of either of the Parties hereto to exercise any right or option given to it hereunder or to insist upon strict compliance by the other Party with the terms of this Agreement, shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy, nor a waiver by such Party of its right at any time thereafter to require exact and strict compliance with all the terms of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies, which may be granted by law.

29. MODIFICATION, RECTIFICATION TO THE AGREEMENT:

Any change, addition to, amendment, supplement or modification of this Agreement shall be binding upon the Parties only if in writing and signed by both the Parties hereto or their respective authorised representatives.

30. ENTIRE AGREEMENT:

This Agreement together with its Schedules and Annexures, if any and Tender constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes and terminates all prior agreements and communications, verbally or in writing, between the Parties relating to the same subject matter. However, in case of any discrepancy in the terms of this Agreement and Tender, the terms of this Agreement shall prevail.

31. SEVERABILITY:

31.1 If any provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and they shall remain in full force and effect.

31.2 It is further agreed between the Parties that, if any part / clause/s of this Agreement is determined invalid, illegal, against the law then, both the Parties after holding discussion and negotiation between them agree the terms of a mutually acceptable and satisfactory alternative provision in place of such deleted provision.

32. ASSIGNMENT:

This Agreement shall not be assigned by any of the Parties hereto without prior written consent of the other Party.

33. STAMP DUTY, REGISTRATION FEES, ETC:

Stamp duty and registration fees and incidental costs thereto, if applicable on this Agreement shall be paid by Service Provider alone.

34. ORIGINAL AGREEMENT:

The original Agreement being this Agreement executed between the Parties hereto shall remain with and in possession of Exim Bank and copy of the same shall be handed over to the Service Provider.

35. EVENTS OF DEFAULT:

Each of the following shall constitute an "Event of Default" by the Service Provider under this Agreement:

a. Service Performance Failure: Failure to meet the service levels or key performance indicators (KPIs) agreed upon under this Agreement for three (3) or more consecutive months, or for five (5) non-consecutive months in any rolling twelve (12) month period, without justifiable cause or without prompt and adequate remedial action;

b. Material Breach: Any breach of this Agreement or any representation, warranty, or obligation under this Agreement which remains uncured for a period of thirty (30) days after written notice from Exim Bank;

c. Unapproved Subcontracting: Subcontracting of services or any part thereof without the prior written consent of Exim Bank;

d. Unauthorized Disclosure: Any unauthorized use, access, or disclosure of Exim Bank's confidential information, data, or systems by the Service Provider or its personnel;

e. Insolvency or Bankruptcy: The Service Provider becomes insolvent, admits in writing its inability to pay debts as they mature, files or has filed against it a petition under any bankruptcy or insolvency law which is not discharged within sixty (60) days;

f. Legal or Regulatory Non-Compliance: Breach of any applicable law, regulation, or regulatory requirement, including failure to comply with RBI, SEBI, or any governmental body's directives, where such breach materially affects the performance or reputation of Exim Bank;

g. Abandonment or Suspension: Unilateral suspension, cessation, or abandonment of services without prior written approval from Exim Bank for a period exceeding five (5) consecutive business days.

h. Any other events as notified/identified by Exim Bank.

36. OBLIGATIONS OF SERVICE PROVIDER IN CASE OF INSOLVENCY OR RESOLUTION:

In the event of insolvency or resolution proceedings of the Bank, the Service Provider shall:

- (i)** Cooperate with relevant authorities, including but not limited to Reserve Bank of India, National Company Law Tribunal and other regulatory bodies;
- (ii)** Provide all necessary information, documents and assistance as required by the relevant authorities;
- (iii)** Continue to provide services to the Bank or its successor entities as directed by the relevant authorities;
- (iv)** Not take any action that would prejudice the interests of the Bank, its creditors or the relevant authorities.

37. ARRANGEMENT BETWEEN SERVICE PROVIDER AND OEM'S:

To be filled.

38. REMEDIES:

Notice and Cure Period: Upon the occurrence of any Event of Default, Exim Bank shall notify the Service Provider in writing, specifying the nature of the default. Service Provider shall have a cure period of thirty (30) days (or a shorter period if so specified in this Agreement or if the default poses a material risk to Exim Bank's operations or data) from the date of such notice to rectify the default to the satisfaction of Exim Bank.

Termination Rights: If Service Provider fails to cure the default within the specified period, Exim Bank shall have the right to:

- a. Terminate this Agreement in whole or in part, without liability or penalty, upon providing written notice to the Service Provider;
- b. Invoke any performance guarantees, bank guarantees, or other security instruments provided under this Agreement;
- c. Seek recovery of actual damages, penalties, or liquidated damages (as may be stipulated in this Services Agreement);
- d. Engage a third party to perform the services at Service Provider's cost, if required to ensure business continuity;
- e. Initiate any other legal or equitable remedy available under law or contract.

39. CONTINGENCY PLANS TO ENSURE BUSINESS CONTINUITY: To be filled.

40. RIGHT TO SEEK INFORMATION FROM SERVICE PROVIDER:

The Service Provider agrees that whenever required by the Bank, it will provide access to all relevant information, records/data, logs, alerts to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information/ reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

41. RBI'S RIGHT TO ACCESS THE BANK'S IT INFORMATION:

As may be applicable to the Service Provider under the terms of this Agreement, the Service Provider consents to grant access to RBI/SEBI/any other regulatory body/the Government of India or person(s) authorized by it to access Exim Bank's IT infrastructure to the extent as it may relate to the Service Provider, applications, data, documents, and other necessary information given to, stored or processed by the Service Provider and/ or its Sub-Contractors in relation and as applicable to the scope of this Agreement. Failure to comply with this clause shall constitute a material breach, subject to termination and any other legal remedies available to the bank.

42. COMPLIANCE WITH RBI CIRCULAR:

All terms and conditions as well as the rights and obligations stated in the RBI Master Direction on All India Financial Institutions- Managing Risks in Outsourcing dated November 28, 2025 bearing Ref. No. RBI/DOR/2025-26/337 DOR.ORG.REC.No.256/21-04-158/2025-26 including any amendments or modifications thereto shall form an integral part of this Agreement as if each of them was repeated in extenso herein.

43. TRANSITION REQUIREMENT:

i. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of 10% of the Contract Value on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure C.

ii. During any transition or exit period, the Service Provider shall not erase, purge, revoke, alter, or otherwise modify any Bank data except where expressly instructed in writing by the Bank or mandated by a competent authority. Upon completion of the transition, the Service Provider shall securely purge all Bank data in accordance with industry-accepted standards and provide the Bank with independent certification confirming the irrecoverability of such data. The Service Provider shall further commit to comprehensive exit deliverables and timelines, including but not limited to confirmation of data completeness and provision of portability artefacts, as may be specified by the Bank.

44. SUBCONTRACTING:

44.1 The Service Provider shall not assign and/or sub-contract or purport to assign and/or sub-contract any of its rights and obligations hereunder, except with the express prior written consent of the Bank or Service Provider shall obtain written permission from the bank before Sub-contracting any work to sub-contractors.

44.2 Exim Bank at its own discretion may permit or deny such sub-contracting. In case of sub-contracting permitted, Service Provider shall be responsible for all the services provided to the bank regardless of which entity is conducting the operations. Service Provider shall be responsible for ensuring that the sub-contractor complies with service and performance standards, risk management practices and all security and confidentiality requirements and other terms and conditions as applicable to the Service Provider stated in this agreement. In the event of sub-contracting, the Service Provider shall ensure that suitable documents including Confidentiality/Non-disclosure agreement is obtained from the sub-contractor to ensure that secrecy and faith of the bank's data/processes is maintained.

44.3 Exim Bank shall have access to all the records relevant to the services and reserves the rights to conduct independent audit in this regard.

44.4 Before engaging sub-contractor, the Service Provider shall carry due-diligence process on sub-contractor to the satisfaction of the bank.

44.5 Service Provider shall provide sub-contracting details to the bank on a periodic basis.

44.6 Notwithstanding approval of Exim Bank, the Service Provider shall remain liable to the bank for any acts/omission of the sub-contractors.

44.7 In case where the Service Provider acts as an outsourcing agent for multiple regulated entities, Service Provider shall enforce sufficient safeguards to avoid the mixing of information, documents, records, and asset.

44.8 The Service Provider shall remain fully responsible and liable to the Bank for the acts, omissions, performance, and risk management practices of its sub-contractors as if such acts or omissions were those of the Service Provider itself. The Service Provider shall ensure that all obligations under this Agreement, including but not limited to confidentiality, data protection, information security, audit and inspection rights, and compliance with directions issued by the Reserve Bank of India, are contractually imposed upon and observed by any sub-contractor. The Service Provider shall not appoint, engage, or replace any sub-contractor without obtaining the Bank's prior written consent.

45. GENERAL TERMS AND CONDITIONS:

45.1 Services will be restricted to the category as mentioned in Annexure ___ of this Agreement.

45.2 Under no circumstances the Service Provider should use any legend, logo containing the Exim Bank's name or symbol in their cover letter, head, signboards, name, plates, visiting cards, etc.

45.3 This Agreement does not ensure service Provider work.

45.4 Exim Bank is not liable to pay any retainer fee, and this Agreement will not vest any right in Service Provider's firm/company to claim any work as a matter of right from Exim Bank.

45.5 Exim Bank reserves the right of selection of firm from the empanelled list for inviting tenders/quotation. The Bank also reserves the right to remove Service Provider's name from the list of empanelled firms, without assigning any reasons whatsoever. Service Provider's continuance in the panel is subjected to their satisfactory performance of the work entrusted.

45.6 During the term of the Agreement the Service Provider agrees to render the services (“Services”) as per Bank’s requirements.

45.7 Review and Monitoring of vendor security practices: The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. It is also agreed that the Service Provider shall provide certification to the auditor of the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

45.8 Service Provider shall report any adverse events, such as data breaches, technical failure, and service unavailability, to the bank, enabling the bank to take necessary risk mitigation measures and ensure compliance with statutory and regulatory guidelines.

45.9 The Service Provider shall promptly notify the Bank of cyber incidents without undue delay so that the incident is reported by the Bank to the RBI within 6 hours of detection by the Service Provider.

45.10 The Service Provider shall promptly report to the Bank other data breaches, technical failures and service unavailability within reasonable time.

45.11 Data Localization: Service Provider shall store data including Confidential Information, within its servers and not in / with a public cloud including Confidential Information within its servers only.

47.12 The parties are at all times independent of each other. Neither party is an employee, joint venture, agent or partner of the other; neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other.

45.13 Headings: The division of this Agreement into articles, sections, subsections, clauses, paragraphs and the insertion of any captions or headings are for convenience of reference only, and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement’s construction or interpretation.

45.14 Counterparts: This Agreement may be executed in counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement. Any counterpart signature transmitted by e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such party of all purposes.

45.15 Third-party Beneficiary Rights: This Agreement does not create any third-party beneficiary rights in any party and this Agreement is not deemed to create any such rights.

45.16 Attorneys’ Fees and Court Costs: The prevailing party in any action, suit, dispute, breach, default, misrepresentation or other proceeding brought for the enforcement of this Agreement, or in connection with any of the provisions of this Agreement, between the parties will be entitled to recover from the other party, all reasonable attorneys' fees, court costs and disbursements incurred by the prevailing party and adjudicated by court of competent jurisdiction in addition to any other relief to which they may be entitled.

45.17 Order of Precedence: In the event of a conflict or inconsistency between the terms of this Agreement and those of a SOW or Change Order, the terms of this Agreement govern unless the conflicting or inconsistent terms of the applicable SOW or Change Order expressly state that it is intended to override this Agreement. In that case, the relevant provision of the applicable SOW or Change Order governs, but only with respect to that specific provision.

46.18 Business Continuity Plan (BCP) and Disaster Recovery Plan:

46.18.1 The Service Provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider shall co-operate with the bank in case on any contingency.

46.18.2 Business Continuity Planning is the act of proactively working out a plan to prevent, if possible, or limit, the consequences of a disaster. Service Provider shall conduct BCP drill annually on production site and disaster recovery site to assess the business continuity. BCP drill schedule shall be communicated to the bank in advance.

46.18.3 In case of an incident adversely impacting the Services provided to Bank, Service Provider shall notify the bank through email/phone call on unavailability of service. On achieving normalcy, the same group of people who had notified earlier will also be notified that the systems are returning to an operational state of providing Services to Bank.

47.1 Successors and Assigns: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

47.2 Non-Hire and Non-Solicitation: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service Provider.

47.3 Privity: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

47.5 Due Authorization: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

47.6 Counterpart: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

48 SOURCE CODE ESCROW AGREEMENT

48.1 Service Provider shall deposit the source code of the software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.

48.2 Service Provider shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement.

48.3 The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service Provider under the following conditions: -

(i) In the event wherein Service Provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or

(ii) In the event wherein Service Provider has declared its expressed/written unwillingness to fulfil his contractual obligations under this Agreement; or

(iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or

(iv) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or

(v) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or

(vi) Any other release condition as specified in source code escrow agreement.

48.4 Service Provider agrees to bear the payment of fees due to the escrow agent.

48.5 The escrow agreement shall ipso-facto would get terminated on delivery of source code to either of the parties upon the terms & conditions mentioned in source code escrow agreement.

The provisions of this Section 48 shall survive the termination of this Agreement.

49. Terms and conditions of RFP to be an integral part of this Agreement: The terms and conditions mentioned in RFP no. _____ dated _____ issued by the Bank along with its clarifications/ corrigenda, shall form an integral part of this Agreement as if each of them were repeated in extenso herein. However, in case of any discrepancy in the terms of this Agreement and RFP, the terms of this Agreement shall prevail.

50. Provisions regarding Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013:

a) The Service Provider shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of Exim Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Service Provider, and the Service Provider shall ensure appropriate action under the said Act in respect to the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Exim Bank shall be taken cognizance of by the Regional Complaints Committee constituted by Exim Bank.

c) The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to Exim Bank's employee, if sexual violence by the employee of the Service Provider is proved.

d) The Service Provider shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

Export-Import Bank of India

By _____

Title _____

Date _____

Service Provider _____

By _____

Title _____

Date _____

ANNEXURE A

DETAILS OF ACTIVITY BEING OUTSOURCED, INCLUDING APPROPRIATE SERVICE AND PERFORMANCE STANDARDS INCLUDING THE SUB-CONTRACTORS

ANNEXURE B

FEES

Annexure C

Transition & Knowledge Transfer Plan

This Annexure describes the duties and responsibilities of the Service Provider and Exim Bank to ensure proper transition of services and to ensure complete knowledge transfer.

1. Objectives

The objective of this annexure is to ensure a smooth transition of Services from the Service Provider to a New/Replacement Service Provider or back to the Bank at the termination or expiry of this Agreement.

2. Replacement Service Provider

In the event that the Services are to be transferred to a Replacement Service Provider, the Bank will use reasonable endeavours to ensure that the Replacement Service Provider co-operates with the Service Provider during the handover of the Services.

3. Transfer of Configuration Management Database

6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement the Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

4. Transfer of Documentation

6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement the Service Provider shall deliver to the Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

5. Transfer of Knowledge Base

6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement the Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which the Service Provider may not disclose as a matter of law.

6. Training Services on Transfer

(i) The Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement Service Provider to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by the Service Provider.

(ii) The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

7. Transfer Support Activities

- (i) 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, the Service Provider shall assist the Bank or Replacement Service Provider to

develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement Service Provider or the Bank, as the case may be.

(ii) The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:

- a. a timetable of events;
- b. resources;
- c. assumptions;
- d. activities;
- e. responsibilities; and
- f. risks.

(iii) The Service Provider shall supply to the Bank or a Replacement Service Provider specific materials including but not limited to:

- a. Change Request log;
- b. entire back-up history; and
- c. dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of the Service Provider which are used for project management purposes generally within the Service Provider's business.

(iv) The Service Provider shall provide to the Bank or to any Replacement Service Provider within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by the Service Provider till the date of expiry or termination.

(v) The Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

8. Transfer of Data

In the event of expiry or termination of this Agreement the Service Provider shall cease to use the Bank's data and, at the request of the Bank, shall destroy all such copies of the Bank data then in its possession to the extent specified by the Bank.