

Pre-bid Response - EXIM/RFP/2026-27/01, Procurement of Cisco Switches, Wi-Fi Access Points and SFP's with Five Year License

Sr No.	RFP Page No.	RFP Clause No.	Existing Clause	Query	Response
1	27	Location	The Services shall be provided at HO Mumbai and Regional offices.	Please confirm the office locations to be covered under scope.	The Services shall be provided at HO Mumbai, Bangalore, New Delhi and Indore Regional Offices.
2	55	ANNEXURE 4: SCOPE OF WORK (SOW) - 1	The selected vendor has to deliver and install the Cisco switches along with supported SFPs.	Does the deployment scope include only rack-and-stack with configuration, or does it also cover cabling and patching?	The bidder shall carry out installation, configuration and cable patching on racks.
3	55	ANNEXURE 4: SCOPE OF WORK (SOW) - 2	The bidder needs to understand current network architecture and configure/install switches as per the Bank's requirement.	Please provide details of existing network infrastructure / current topology diagram. Kindly also confirm whether this is a greenfield deployment or an upgrade/refresh.	The network architecture will be provided to the successful L1 bidder.
4	55	ANNEXURE 4: SCOPE OF WORK (SOW) - 4	The payment will be released after Installation and Deployment of all switches and submission of invoices.	Request for relaxation in payment terms: a portion of payment to be released against delivery of material, with balance on completion of installation and sign-off.	No change
5	55	ANNEXURE 4: SCOPE OF WORK (SOW) - 5	The bidder must provide technical support on 7 days X 24 Hrs basis.	This clause appears to contradict Point No. 8 (12*6 service window). Please clarify. Also confirm whether support is on-call or onsite.	Bidders shall provide 7 Days x 24 Hours support for DC and DR Nexus and WAN switches, and 12 x 6 support for Access

					Switches and Wi-Fi Access Points.
6	55	ANNEXURE 4: SCOPE OF WORK (SOW) - 6	The bidder must provide onsite technical engineer support for any critical issue reported by the Bank within 12 Hrs.	Please clarify whether the 12-hour onsite SLA applies to all locations across India. Also advise on the number of L1/L2/L3 engineers required and location addresses for HO, NDRO and IRO.	Bidders are required to provide an on-site engineer for one-time installation and for break-fix support, if any, during the period of the contract.
7	55	ANNEXURE 4: SCOPE OF WORK (SOW) - 8	Service Window 12*6 for Access Switches and Wi-Fi access points; Response Time - 4 hrs.	Can the bank provide a detailed SLA matrix across the entire solution stack, location-wise, including service window timing and holiday coverage?	Bidders shall provide 7 Days x 24 Hours support for DC and DR Nexus and WAN switches, and 12 x 6 support for Access Switches and Wi-Fi Access Points.
8	55	ANNEXURE 5: SLA & PENALTY FRAMEWORK		The SLA and Penalty for breach of SLA is not clearly defined in the RFP. Kindly provide the same.	Clarified in the revised RFP.
9	55	ANNEXURE 4: SCOPE OF WORK (SOW) and Bill of Material		Please confirm: 24X7X4 TAC support & RMA is considered in DR & DC BOQ; and for 7th, 10th, 14th floors: 24X7X4 TAC support with 8x5xNBD RMA is considered.	Yes. Bidders shall consider 24X7X4 TAC support and RMA for DC and DR BOQ, and 24X7X4 TAC support with 8x5xNBD RMA for 7th, 10th and 14th Floor BOQ, as per the revised RFP.
10	NA	NA – Delivery Timeline	Material Delivery timeline not specified.	Please advise on the delivery period. OEM lead time is 10–12 weeks.	Material delivery shall be completed within 12 weeks from the date of PO release.

12	57	3.0.1	Part No. CON-SNTP-N93YCFX2 – SNTC-24X7X4 Nexus 9300 with 48p 10/25G SFP+ and 12p.	RFP specifies DCN Advantage licensing, which is typically required with ACI/NDFC management. When DCN Advantage is selected, SNTC is not compatible; an appropriate support model (e.g., L1NCD) must be selected. Request confirmation on the expected support model. Also, extra memory has been considered for scaling; if not required, it can be excluded to optimise cost.	No change. Bidders shall consider Part No. CON-SNTP-N93YCFX2 (SNTC-24X7X4) for the Nexus 9300, as specified in the RFP.
13	57	3.7	Part No. QSFP-100G-AOC10M – 100GBASE QSFP Active Optical Cable, 10m.	The RFP includes 100G AOC cables, but the intended use and exact quantity are not clearly specified. Request clarification on application and deployment details.	AOC cables are to be used for High Availability (HA) connectivity on Nexus ToR switches. The quantity is specified in the revised RFP.
14	60	7.12	Part No. CAB-IND-10A – 10A Power cable for India.	Standard 10A power cables are considered in BoQ. However, per latest confirmation, actual power source at DC and DR sites is rated at 16A. Kindly confirm if requirement should be revised to 16A-compatible power cables.	Bidders shall consider 16A power cables for all switches, as updated in the revised RFP.
15	61	2. BOQ for 7th, 10th and 14th Floors (HO), NDRO and IRO	Switches considered C9200L-24P-4X-E & C9200L-48P-4X-E.	C9200L-24P & 48P provides 30W per port; 2.4GHz band of AP CW9176 will work on 2x2 MIMO only. To support 4x4 MIMO on 2.4GHz, consider	No change.

				C9300X-24HX & 48HX (60W per port).	
16	62	2. BOQ for 7th, 10th and 14th Floors (HO), NDRO and IRO	CW9176I-CFG support is considered CON-L1NBD-CW9176IC.	Consider CON-ROB-CW9176IC which provides 8x5xNBD RMA and 24X7X4 TAC support.	Bidder to consider CON-ROB-CW9176IC which provides 8x5xNBD RMA and 24X7X4 TAC support for Wifi Access point.
17	70	Sanction 4 – Compensation for Damages - 2	If the Principal has terminated the contract, the Principal shall be entitled to demand liquidated damages of the Contract value or amount equivalent to Performance Bank Guarantee.	Please share the PBG percentage or amount and the tenure of the PBG to be submitted post receipt of order.	Bidders shall submit a Performance Bank Guarantee (PBG) equivalent to 5% of the total contract value.
18	74	ANNEXURE 7 - Price Validity	Price validity – 120 days from date of bid submission.	OEM system price validity is 14 days and needs to be extended every 14 days. Please reconsider the 120-day requirement.	No change. Price validity shall be 120 days from the date of bid submission.
19	74	ANNEXURE 7 - Price Validity	Bank reserves the right to procure additional servers within the bid validity period at same quoted prices.	Kindly clarify whether the requirement of 'additional servers' is applicable under this RFP scope, or if it is a generic clause.	The reference to 'additional servers' is not applicable under this RFP. The same has been clarified in the revised RFP.
20	83	ANNEXURE 14: BIDDER'S ELIGIBILITY CRITERIA - 5	Bidder needs to provide at least 3 POs for supply and Installation of Cisco ToR switches and Access Switches in commercial banks / PSU in India in last 3 years.	Request amendment: Bidder should be allowed to provide POs for supply and installation of Cisco switches (or ToR/Access/Core switches) from any customer (not restricted to commercial	No change. Bidders must submit at least 3 Purchase Orders for supply and installation of Cisco ToR switches and Access Switches in commercial banks or

				banks/PSU) in India in the last 3 years.	PSUs in India in the last 3 years, as mentioned in the RFP.
21	83	ANNEXURE 14: BIDDER'S ELIGIBILITY CRITERIA - 6	The bidder must have support centre in Mumbai Metropolitan Region, Bengaluru and New Delhi.	Request relaxation: the bidder should be required to have a support centre only in Mumbai Metropolitan Region, with remote/on-ground support capability in Bengaluru and New Delhi.	No change. Bidders shall maintain support centres in the Mumbai Metropolitan Region, Bengaluru and New Delhi, and shall provide on-site services at HO Mumbai, Bangalore, New Delhi and Indore Regional Offices.
22	NA	NA – Wireless Controller		The BOQ consists of only access points. How will these APs register or be managed? No wireless controller is mentioned in the RFP.	Bidders are required to supply only the access points. A wireless controller is already available with the Bank.
23	13	EARNEST MONEY DEPOSIT (EMD)	The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.	Please specify the EMD amount and validity period to be submitted along with the Bid.	No EMD is required.
24	2-3	Table of Contents – Annexure Numbering	Annexure numbers in Table of Contents.	There is a discrepancy in the Table of Contents and Annexure numbering. Annexures 5, 16, and 18 referenced in the ToC are not found in the RFP document.	The discrepancy in Annexure numbering has been clarified in the revised RFP. Annexure 16 and Annexure 18 are to be removed.



Request for Proposal for
Procurement of Cisco Switches, Wi-Fi Access Points
and SFP's with Five Year License.

Head Office:

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

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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 necessary 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.

SCHEDULE OF EVENTS

Sr.No	Particulars	Remark
1	Contact details of the issuing department (Name, Designation, Email and office address for sending any kind of correspondence regarding this RFP)	Mr. Deepak Bhatia General Manager-DTG deepakbhatia@eximbankindia.in Floor 21, Centre 1 Building, World Trade Centre, Cuffe Parade, Mumbai – 400 005
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries /clarifications before the Prebid Meeting)	Bidders willing to participate in pre-bid meeting need to submit their details at Mahesh.b@eximbankindia.in and vaidee.b@eximbankindia.in on or before Last Date of request for Queries/ Clarifications mentioned in schedule of events of this RFP.
3	Pre - bid Meeting	Date and Time :- April 15, 2026, 15:00 Hrs Pre-Bid Meeting Venue: Floor 21, Centre 1 Building, World Trade Centre, Cuffe Parade, Mumbai – 400 005
4	Date of Online Notice	Apr 10, 2026, 17:00 Hrs
5	Document Downloading Start Date	Apr 10, 2026, 17:00 Hrs
6	Document Downloading End Date	April 30, 2026, 10:00 Hrs
7	Last Date and Time for Online Submission Only	April 30, 2026, 15:00 Hrs
8	Opening of Technical Bid(Online)	April 30, 2026, 15:30 Hrs
10	Address for submission of Bids	https://eximbankindiaticenders.procuretiger.com
11	Date and time of opening of Technical Bids	AS per RFP
12	Documents to be submitted physically by Bidders (Offline Mode) on or before Bid submission end as per Procurement portal. The envelope should be clearly labelled on the top left-hand corner or center with the following: <ul style="list-style-type: none"> • RFP Reference/Tender Number: • Due Date and Time: • Submitted To: (Name and Address of the Client/Department) • Submitted By: (Your Company Name and Contact Address) 	1. Pre Integrity Pact Address: Digital and Technology Group, Export-Import Bank of India Floor 21, Centre 1 Building, World Trade Centre, Cuffe Parade, Mumbai – 400 005

13	Execution of: 1> Non-Disclosure Agreement	Within 15 days from the award of the contract. Stamp duty shall be payable as per the Maharashtra Stamp Duty Act, and all related expenses shall be borne solely by the selected bidder.
14	Performance Bank Guarantee (To be submitted by L1 bidder within 15 days of issuance of purchase order)	5% of contract value with validity of contract period + 3 months

DEFINITIONS & INTERPRETATIONS

1. Definitions

For the purpose of this Request for Proposal (RFP), and unless the context otherwise requires, the following terms and expressions, when capitalized, shall have the meanings assigned to them below. These terms may be used interchangeably wherever applicable:

1. **Bank / EXIM Bank** -Export-Import Bank of India, the issuer of this RFP.
2. **Bidder / Vendor / Service Provider / Respondent / System Integrator (SI)** -The entity submitting a Proposal in response to this RFP and, upon selection, responsible for providing the services in accordance with the terms and conditions of this RFP.
3. **RFP (Request for Proposal)** -This Request for Proposal document, including all sections, schedules, annexures, amendments, corrigenda, and clarifications issued by the Bank from time to time.
4. **Proposal / Bid** -The complete response submitted by the Bidder in response to this RFP, commercial, and other required submissions.
5. **Scope of Work (SOW)** -The detailed description of services, deliverables, responsibilities, and obligations to be performed by the selected Bidder under this RFP.
6. **Support / Services** - Support and services to be provided by the Bidder as part of the Scope of Work, including operational, technical, maintenance, and management services.
7. **SLA (Service Level Agreement)** - A binding agreement defining service performance parameters, availability targets, response and resolution timelines, reporting requirements, and penalties for non-compliance.
8. **AMC (Annual Maintenance Contract)** - A contractual arrangement for provision of maintenance and support services for a defined period, as specified in the RFP or subsequent agreement.
9. **ATS (Annual Technical Support)** - Annual technical support services provided for systems, software, or infrastructure, as defined in the Scope of Work.
10. **BFSI (Banking, Financial Services and Insurance)** - The industry segment comprising banking institutions, financial services organizations, and insurance companies.
11. **CVC (Central Vigilance Commission)** - The apex vigilance institution of the Government of India, whose guidelines are applicable to the procurement process under this RFP.
12. **SPOC (Single Point of Contact)**-A designated individual responsible for coordination and communication between the Bank and the Bidder.

13. **TCO (Total Cost of Ownership)**-The total cost incurred by the Bank over the lifecycle of the solution or services, including acquisition, implementation, operation, and maintenance costs.
14. **BOM (Bill of Materials)**-A detailed list of components, items, or services proposed by the Bidder, including quantities and specifications, where applicable.
15. **NDA (Non-Disclosure Agreement)**-A legally binding agreement governing confidentiality and protection of the Bank's information shared with the Bidder.

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 “Procurement of Cisco Switches, Wi-Fi Access Points and SFP’s with Five Year License”.
- II. In order to meet the service requirements, the Bank proposes to invite online Bids from eligible Bidders as per 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 this 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.
- V. The purpose of the Bank behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- VI. This RFP document shall not be transferred, reproduced or otherwise used for purpose 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.

TERMS AND CONDITIONS

ELIGIBILITY:

- I. Bid is open to all Bidders who meet the eligibility and technical criteria as given in this RFP document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.
 - b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- II. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- I. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given at the address/by e-mail within the date/time mentioned in the Schedule of Events.

- II. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- III. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- IV. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- V. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- VI. Queries received after the scheduled date and time will not be responded/acted upon.

CONTENTS OF BID DOCUMENT:

- I. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

- II. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

EARNEST MONEY DEPOSIT (EMD):

- I. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- II. EMD is required to protect the Bank against the risk of Bidder's conduct.
- III. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.

Or

The EMD should be directly credited to the designated account, or it should be in form of Bank Guarantee (as prescribed in Appendix) issued in favor of Export Import Bank of India by any scheduled commercial bank in India.

If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event SI. No. 1, within the bid submission date and time for the RFP.

- IV. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- V. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- VI. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at

Appendix-H.

VII. No interest is payable on EMD.

VIII. The EMD may be forfeited:-

- a) (a)if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b) (b)if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
- c) (c)if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- d) (d)if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.

IX. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

BID PREPARATION AND SUBMISSION:

- I. The Bid is to be submitted on portal for providing of “Procurement of Cisco Switches, Wi-Fi Access Points and SFP’s with Five Year License” in response to the RFP. Documents mentioned below are to be uploaded on portal:
 - a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - b) Bid covering letter/Bid form on Bidder’s letter head.
 - c) Proof of remittance of EMD and Tender Fee as specified in this document.

Or

Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded.

- d) Specific response with supporting documents in respect of Eligibility Criteria and technical evaluation criteria.
- e) Bidder's details as per Annexure on Bidder's letter head.
- f) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document. (h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact

II. Bidders may please note:

- a) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- b) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- c) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- d) The Bidder must provide specific and factual replies to the points raised in the RFP.
- e) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- f) All the enclosures (Bid submission) shall be serially numbered.
- g) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- h) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.

- i) The Bank reserves the right to reject Bids not conforming to above.

DEADLINE FOR SUBMISSION OF BIDS:

- I. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".
- II. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre- Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive
- III. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

MODIFICATION AND WITHDRAWAL OF BIDS:

- I. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on procurement portal, prior to the deadline prescribed for submission of Bids.
- II. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- III. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

PERIOD OF BID VALIDITY:

- I. Bid shall remain valid for duration of 6 calendar months from Bid submission date.

- II. Price quoted by the Bidder shall remain valid for duration of 6 calendar months from the date of conclusion.
- III. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- IV. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

BIDDING PROCESS:

- I. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- II. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- III. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- IV. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which

conforms to all the terms and conditions of the RFP in to, without any deviation.

- V. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- VI. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- VII. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

ELIGIBILITY AND TECHNICAL CRITERIA

A. Eligibility Criteria

- a. Only those bidders who strictly meet all the eligibility criteria specified in this RFP and submit all required supporting documents in the prescribed format and within the stipulated timelines shall be considered for evaluation.
- b. non-submission, incomplete submission, or submission of incorrect, false, or misleading information or documents in respect of eligibility criteria shall result in outright rejection and disqualification of the bid, without any further correspondence.
- c. The eligibility criteria are laid down to ensure that the bidder possesses the requisite technical competence, financial capability, experience, and organizational capacity to deliver the services in accordance with the Scope of Work.

B. Clarifications during Evaluation

- a. The Bank may, at its sole discretion, seek clarifications, additional information, or documentary evidence from bidders during the evaluation process.
- b. The decision of the Bank to seek or not to seek clarifications from any bidder shall be final and shall not be questioned by bidders on grounds of discrimination or unequal treatment.

- c. Any clarification sought by the Bank shall not be construed as an opportunity for the bidder to modify, revise, or improve its original bid or technical proposal.
- d. Failure to submit clarifications or additional documents sought by the Bank within the specified timeframe shall result in disqualification of the bid.

C. Qualification for Opening of Price Bid

- a. The Price/Commercial Bid of only the bidders qualified in eligibility criteria mentioned in RFP shall be opened for further evaluation.
- b. Price Bids of bidders who do not meet the eligibility criteria shall not be opened and shall be treated as rejected.

D. Commercial Evaluation and Selection Methodology

- a. The selection of the successful bidder shall be carried out using the Least Cost Based Selection (L1) methodology.
- b. Among the qualified bidders, the bidder quoting the lowest evaluated price (L1) in the Price Bid shall be considered for award of contract, subject to compliance with all terms and conditions of the RFP.
- c. In case of any arithmetical errors, evaluation shall be carried out as per the correction rules specified in the RFP, and the Bank's determination shall be final.

Errors, if any, in the price breakup format will be rectified as under:

- a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
- b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

CONTACTING THE BANK:

- I. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of indicative price Bid to the time, the Contract is awarded.
- II. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

POWERS TO VARY OR OMIT WORK:

- I. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract.
- II. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

GOVERNING LANGUAGE:

The governing language shall be English.

APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

TAXES AND DUTIES:

Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

TAX DEDUCTION AT SOURCE:

- Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

- Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

TENDER FEE:

- Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. Bids without tender fee will not be considered valid.

EXEMPTION OF EMD AND TENDER FEE:

- Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.
- Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.
- Bidders may please note:
 - a. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
 - b. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
 - c. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
 - d. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

PERSONNEL:

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.

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.

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.

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.

- (iii) 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.

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

RIGHTS AND OBLIGATIONS:

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.

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) Personnel providing core services may be designated

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:

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.

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.

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.

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.

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.

LOCATION:

The Services shall be provided by the Service Provider to Exim Bank at its Head Office Mumbai and Regional offices located across India. The Service Provider's

personnel shall travel to the location at it's Head Office Mumbai, Bangalore, New Delhi, and Indore Regional Offices. for on time installation and configuration. The costs of such travel shall be borne by the Service Provider only.

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.

REPORTS:

The Service Provider shall retain such records for a period of 1 year 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.

AUDIT:

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.

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.

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.

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.

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. 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.

CONFIDENTIALITY AND NON-DISCLOSURE:

“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.

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

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

DATA PRIVACY AND INFORMATION SECURITY:

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.

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.

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.

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.

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.

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.

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

DATA PROTECTION AND COMPLIANCE:

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.

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.

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.

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.

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 (or as otherwise instructed by Exim Bank.

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.

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.

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.

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 localization 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.

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.

INTELLECTUAL PROPERTY:

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.

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 Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

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.

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

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.

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.

Software developed as part of this agreement can be put to use in all offices of the Bank/ & subsidiaries.

MUTUAL REPRESENTATION AND WARRANTIES:

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

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

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.

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

breach or constitute a default under its constitution documents or;
result in a breach of or constitute a default under any agreement to which it is a party or which it is bound.

REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:

Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

LIMITATION OF LIABILITY:

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.

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.

The limitations set forth in Clauses 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.

FORCE MAJEURE:

"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.

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.

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 7 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.

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.

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.

INDEMNIFICATION:

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.

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.

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.

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.

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.

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

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 lumpsum damages of 10% of contract value 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.

NOTICES:

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.

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

DISPUTE RESOLUTION MECHANISM AND GOVERNING LAWS:

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.

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.

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.

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.

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 authorized representatives.

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.

SEVERABILITY:

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.

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.

ASSIGNMENT:

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

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.

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.

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.

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.

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.

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.

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.

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.

TRANSITION REQUIREMENT:

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.

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:

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.

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.

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

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

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

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

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.

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.

GENERAL TERMS AND CONDITIONS:

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

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.

This Agreement does not ensure service Provider work.

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. 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.

During the term of the Agreement the Service Provider agrees to render the services ("Services") as per Bank's requirements and CPWD specifications.

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

Business Continuity Plan (BCP) and Disaster Recovery Plan:

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.

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.

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.

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

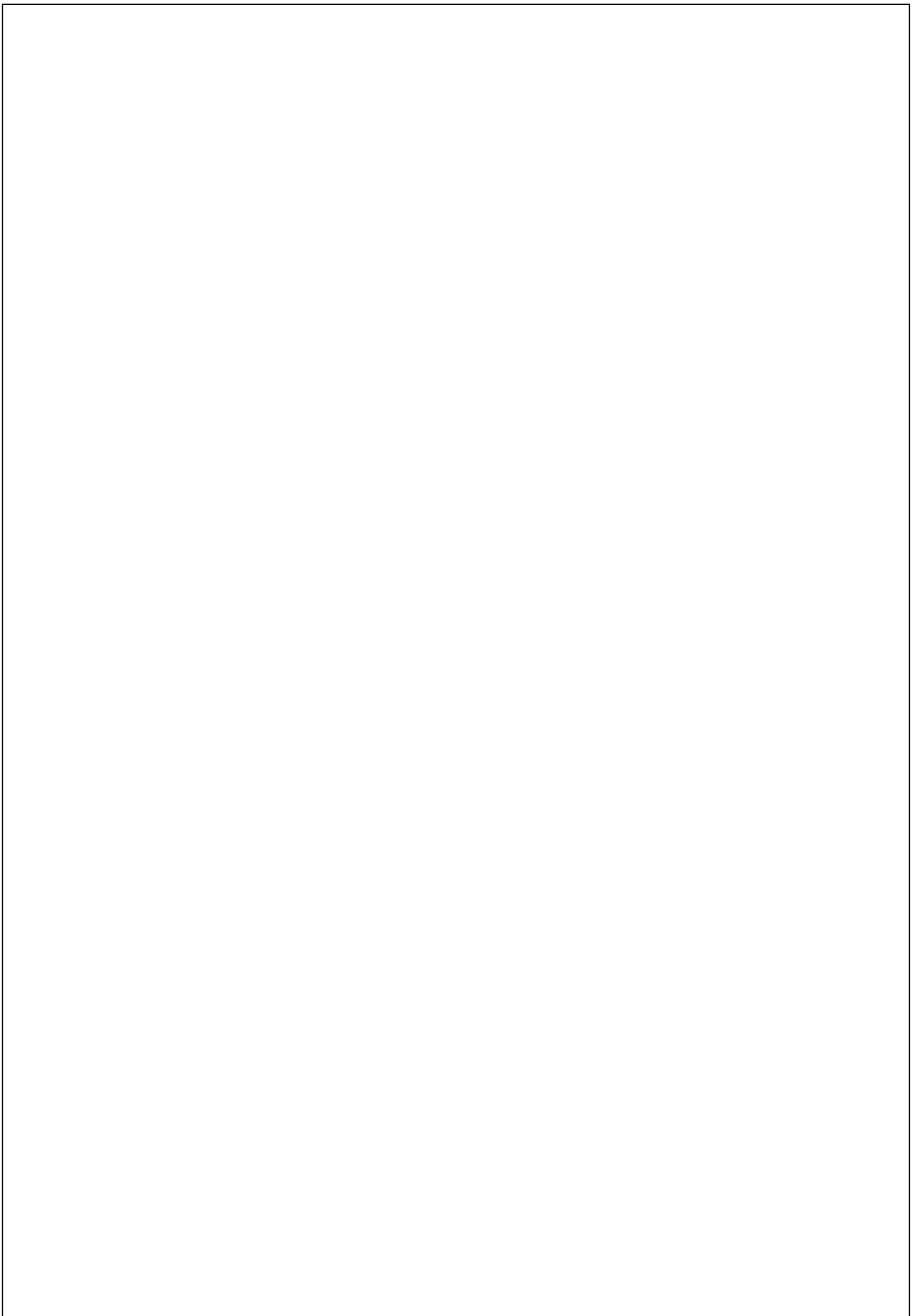
Non-Hire and Non-Solicitation: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s 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.

47.4 Effective Date: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

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.



PART II

ANNEXURE 1: SUBMISSION CHECKLIST

(LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDER)

Sr.No	Particular	Document Uploaded	Remark
1	Signed copy of Tender document and corrigendum issued by the Bank if any		All the pages should be stamped and signed by Authorized person having power of attorney
2	Pre Integrity Pact document on ₹500 stamp paper		Original to be submitted to address provided in RFP document on or before bid submission end date
3	Non-Disclosure Agreement Document on ₹ 500 stamp paper		
4	CA Certificate, PAN Card, GST Certificate, Incorporation Certificate		Documentary proof to be uploaded
5	Valid Purchase Order documents as requested in RFP		Documentary proof to be uploaded
6	OEM Partnership certificates mentioning partnership level of Bidder		Documentary proof to be uploaded
7	All Annexures on Bidders Letter Head/appropriate Stamp paper or OEM/CA Letter Head		Documentary proof to be uploaded

ANNEXURE 2: BIDDER DETAILS

Sr.No	Particulars	Details
1	Name of the Firm	
2	Date of Incorporation and / or commencement of business	
3	Certificate of incorporation	
4	Brief description of the Bidder including details of its main line of business	
5	Company website URL	
6	Company Pan Number.	
7	Company GSTIN Number.	
8	Details of Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Contact details (phone/mobile) d)Email Address	
9	Point of Contact person details from bidder: a) Name b) Designation c) Contact details (phone/mobile) d)Email Address	

Name & Signature of authorised signatory

Seal of Company

ANNEXURE 3: BID FORM

To,
The General Manager
Digital and Technology Group
Exim Bank,
Floor 21, Centre 1 Building
World Trade Centre, Cuffe Parade,
Mumbai - 400005

Subject: Submission of Bid Proposal against RFP No. [RFP Number] dated [RFP Date]

Dear Sir/Madam,

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.

While submitting this Bid, we certify that:

1. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
2. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
3. Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
4. The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
5. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
6. We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
7. 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.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
9. 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.

10. 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.
11. 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.
12. 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.
13. We agree to abide by all the RFP terms and conditions, of this RFP 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.
14. 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.
15. 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.
16. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
17. 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/procurement portal / State or Central Government or their agencies/departments.
18. 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.
19. 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 and order (Public Procurement No. 3) dated

24.07.2020 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.

20.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.

21.We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document and any procurement portal terms and conditions.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

ANNEXURE 4: SCOPE OF WORK (SOW) and Bill of Material

SCOPE OF WORK (SOW)

1. The selected vendor has to deliver and install, configure, hardening along with patching of cisco switches (Core Switches ToR Switches, WAN switches, Access Switches, and Wi-Fi Access Points) along with supported SFPs
2. The selected L1 bidder needs to consider/understand current network architecture and configure and install the switches as per the Bank's requirement.
3. The bidder needs to ensure, all switches must be under warranty and support needs to be provided for 60 months (as and when required, in case of support).
4. The payment for delivery of switches will be released after successful delivery of switches and the payment for implementation charges will be released after installation, configuration and hardening of switches as per Bank's requirement.
5. The bidder must provide technical support on 7 days X 24 hrs support for DC and DR Nexus and WAN switches, and 12*6 for Access Switches and Wi-Fi Access Points.
6. The bidder must provide onsite technical engineer support for any critical issue reported by the Bank within 12 Hrs for break-fix support.
7. The bidder must co-ordinate with OEM to raise RMA for Hardware/software issues reported on switch.
8. The bidder must deliver the switches with in 8 weeks of PO release date.
9. The bidder should provide support in following activities:
 - Remote, Telephonic & E-mail break-fix support
 - On-Site break-fix support
 - Installation of Patches & Updates
 - Version Upgrades
 - Escalations & Coordination with Principal Product Vendors for problem resolutions
 - Service Window:- 24*7 for DC and DR Nexus and WAN switches 12*6 for Access Switches and Wi-Fi access points
 - Response Time - 4 hrs

Note: -The bidder must consider accessories like Stack Cable and SFP as mentioned in the Bill of Material.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

Bill of Material

1. BOQ for DR Colocation & DC WAN Switch

Line Number	Part Number	Description	Service Duration (Months)	Qty
Group Name: DC WAN Switches				
1.0	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	---	2
1.0.1	CON-SNT-C93002TE	SNTC-24X7X4 Catalyst 9300 24-port data only, Network	60	2
1.1	C9300-DNA-E-24	C9300 DNA Essentials, 24-Port Term Licenses	---	2
1.1.1	C9300-DNA-E-24-5Y	C9300 DNA Essentials, 24-Port, 5 Year Term License	60	2
1.2	C9300-NW-E-24	C9300 Network Essentials, 24-port license	---	2
1.3	SC9300UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	---	2
1.4	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	---	2
1.5	C9300-SPS-NONE	No Secondary Power Supply Selected	---	2
1.6	CAB-TA-IN	India AC Type A Power Cable	---	2
1.7	C9300-SSD-NONE	No SSD Card Selected	---	2
1.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	---	2
1.9	C9300-SPWR-NONE	No Stack Power Cable Selected	---	2
1.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	2
1.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	2
1.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	2
1.13	PWR-C1-BLANK	Config 1 Power Supply Blank	---	2
1.14	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	---	2
1.15	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	---	2
Group Name: DR WAN Switches				
2.0	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	---	2
2.0.1	CON-SNTP-C93002TE	SNTC-24X7X4 Catalyst 9300 24-port data only, Network	60	2
2.1	C9300-DNA-E-24	C9300 DNA Essentials, 24-Port Term Licenses	---	2
2.1.1	C9300-DNA-E-24-5Y	C9300 DNA Essentials, 24-Port, 5 Year Term License	60	2
2.2	C9300-NW-E-24	C9300 Network Essentials, 24-port license	---	2
2.3	SC9300UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	---	2
2.4	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	---	2
2.5	C9300-SPS-NONE	No Secondary Power Supply Selected	---	2

2.6	CAB-TA-IN	India AC Type A Power Cable	---	2
2.7	C9300-SSD-NONE	No SSD Card Selected	---	2
2.8	STACK-T1-50CM	50CM Type 1 Stacking Cable	---	2
2.9	C9300-SPWR-NONE	No Stack Power Cable Selected	---	2
2.10	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	2
2.11	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	2
2.12	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	2
2.13	PWR-C1-BLANK	Config 1 Power Supply Blank	---	2
2.14	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	---	2
2.15	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	---	2
Group Name: DR Core Switches				
3.0	N9K-C93240YC-FX2	Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28	---	2
3.0.1	CON-SNTP-N93YCFX2	SNTP-24X7X4 Nexus 9300 with 48p 10/25G SFP+ and 12p	60	2
3.1	NXOS-CS-10.5.2F	Nexus 9300, 9500, 9800 NX-OS SW 10.5.2 (64bit) Cisco Silicon	---	2
3.2	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	---	2
3.3	MODE-NXOS	Mode selection between ACI and NXOS	---	2
3.4	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	---	10
3.5	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	---	2
3.6	NXA-PAC-750W-PI	Nexus AC 750W PSU - Port Side Intake	---	4
3.7	QSFP-100G-AOC10M	100GBASE QSFP Active Optical Cable, 10m	---	4
3.8	DCN-OTHER	Select if this product will NOT be used for AI Applications	---	2
3.9	NXK-MEM-8GB	Additional memory of 8GB for Nexus Switches	---	2
3.10	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	---	2
3.11	DCN-ADOPT-BAS	Nexus(DCN) - Virtual adopt session http://cs.co/requestCSS	---	2
	Initial Term - 60.00 Months			
3.12	SW-OTHER	Select if this product will NOT be used for AI Applications	---	2
	Initial Term - 60.00 Months			
3.13	CAB-IND-10A	10A Power cable for India	---	4
3.14	C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	---	2
	Initial Term - 60.00 Months			
3.15	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	---	2
	Initial Term - 60.00 Months			
Group Name: DR TOR-10 Gig Copper Switches				

4.0	N9K-C93108TC-FX3P	Nexus 9300 48x 100M/1/2.5/5/10GT, 6x 100G Switch	---	6
4.0.1	CON-SNTP-N9KC931	SNTC-24X7X4 48x 100M/1/2.5/5/10GT 6x 100G	60	6
4.1	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	---	6
4.2	MODE-NXOS	Mode selection between ACI and NXOS	---	6
4.3	NXOS-CS-10.5.1F	Nexus 9300, 9500, 9800 NX-OS SW 10.5.1 (64bit) Cisco Silicon	---	6
4.4	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	---	6
4.5	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	---	24
4.6	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	---	6
4.7	NXA-PAC-1100W-PI	Nexus PoE AC 1100W PSU - Port Side Intake	---	12
4.8	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	---	6
4.9	DCN-OTHER	Select if this product will NOT be used for AI Applications	---	6
4.10	QSFP-100G-AOC3M	100GBASE QSFP Active Optical Cable, 3m	---	6
4.11	SW-OTHER	Select if this product will NOT be used for AI Applications	---	6
	Initial Term - 60.00 Months			
4.12	CAB-TA-IN	India AC Type A Power Cable	---	12
4.13	C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	---	6
	Initial Term - 60.00 Months			
4.14	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	---	6
	Initial Term - 60.00 Months			
Group Name: DR TOR -10/25 Fiber Switches				
5.0	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	---	12
5.0.1	CON-SNTP-N9KC93X3	SNTC-24X7X4 Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	60	12
5.1	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	---	12
5.2	MODE-NXOS	Mode selection between ACI and NXOS	---	12
5.3	NXOS-CS-10.5.1F	Nexus 9300, 9500, 9800 NX-OS SW 10.5.1 (64bit) Cisco Silicon	---	12
5.4	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	---	12
5.5	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	---	48
5.6	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	---	12
5.7	NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	---	24
5.8	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	---	12

5.9	DCN-OTHER	Select if this product will NOT be used for AI Applications	---	12
5.10	QSFP-100G-AOC3M	100GBASE QSFP Active Optical Cable, 3m	---	12
5.11	SW-OTHER	Select if this product will NOT be used for AI Applications	---	12
	Initial Term - 60.00 Months			
5.12	CAB-IND-10A	10A Power cable for India	---	24
5.13	C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	---	12
	Initial Term - 60.00 Months			
5.14	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	---	12
	Initial Term - 60.00 Months			
Group Name: DR Standby Swiches				
6.0	N9K-C93108TC-FX3P	Nexus 9300 48x 100M/1/2.5/5/10GT, 6x 100G Switch	---	1
6.0.1	CON-SNTP-N9KC931	SNTC-24X7X4 48x 100M/1/2.5/5/10GT 6x 100G	60	1
6.1	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	---	1
6.2	MODE-NXOS	Mode selection between ACI and NXOS	---	1
6.3	NXOS-CS-10.5.1F	Nexus 9300, 9500, 9800 NX-OS SW 10.5.1 (64bit) Cisco Silicon	---	1
6.4	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	---	1
6.5	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	---	4
6.6	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	---	1
6.7	NXA-PAC-1100W-PI	Nexus PoE AC 1100W PSU - Port Side Intake	---	2
6.8	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	---	1
6.9	DCN-OTHER	Select if this product will NOT be used for AI Applications	---	1
6.10	QSFP-100G-AOC3M	100GBASE QSFP Active Optical Cable, 3m	---	1
6.11	SW-OTHER	Select if this product will NOT be used for AI Applications	---	1
	Initial Term - 60.00			
6.12	CAB-TA-IN	India AC Type A Power Cable	---	2
6.13	C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	---	1
	Initial Term - 60.00			
6.14	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	---	1
	Initial Term - 60.00 Months			
7.0	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	---	1
7.0.1	CON-SNTP-N9KC93X3	SNTC-24X7X4 Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	60	1

7.1	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	---	1
7.2	MODE-NXOS	Mode selection between ACI and NXOS	---	1
7.3	NXOS-CS-10.5.1F	Nexus 9300, 9500, 9800 NX-OS SW 10.5.1 (64bit) Cisco Silicon	---	1
7.4	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	---	1
7.5	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	---	4
7.6	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	---	1
7.7	NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	---	2
7.8	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	---	1
7.9	DCN-OTHER	Select if this product will NOT be used for AI Applications	---	1
7.10	QSFP-100G-AOC3M	100GBASE QSFP Active Optical Cable, 3m	---	1
7.11	SW-OTHER	Select if this product will NOT be used for AI Applications	---	1
	Initial Term - 60.00 Months			
7.12	CAB-IND-10A	16A Power cable for India	---	2
7.13	C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	---	1
	Initial Term - 60.00 Months			
7.14	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	---	1
	Initial Term - 60.00 Months			
Group Name: DR Transceiver 10/25				
8.0	SFP-10/25G-CSR-S=	Dual Rate 10/25GBASE-CSR SFP Module	---	596
Group Name: DR Transceiver 10 Copper				
9.0	SFP-10G-T-X=	10GBASE-T SFP+ transceiver module for Category 6A cables	---	20
Group Name: DR Transceiver 40/100				
10.0	QSFP-40/100-SRBD=	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	---	36
Group Name: DR Transceiver Standby				
11.0	SFP-10/25G-CSR-S=	Dual Rate 10/25GBASE-CSR SFP Module	---	40
12.0	SFP-10G-T-X=	10GBASE-T SFP+ transceiver module for Category 6A cables	---	25
Total				

2. BOQ for 7th ,10th and 14th Floors(HO), NDRO and IRO

Line Number	Part Number	Description	Service Duration (Months)	Qty
Group Name: 24 port POE Switches				
1.0	C9200L-24P-4X-E	Catalyst 9200L 24-port PoE+, 4 x 10G, Network Essentials	---	5
1.0.1	CON-SNT-C920024X	SNTC-8X5XNBD Catalyst 9200L 24-port PoE+, 4 x 10G, Ne	60	5
1.1	C9200L-DNA-E-24	C9200L Cisco DNA Essentials, 24-port Term license	---	5
1.1.1	C9200L-DNA-E-24-5Y	C9200L Cisco DNA Essentials, 24-port, 5 Year Term license	60	5
1.2	C9200L-NW-E-24	C9200L Network Essentials, 24-port license	---	5
1.3	CAB-TA-IN	India AC Type A Power Cable	---	5
1.4	PWR-C5-BLANK	Config 5 Power Supply Blank	---	5
1.5	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	5
1.6	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	5
1.7	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	5
1.8	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	---	5
1.9	C9200-STACK	Catalyst 9200 Stack Module	---	10
1.10	STACK-T4-50CM	50CM Type 4 Stacking Cable	---	5
1.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	5
Group Name: 48 Port NON-POE Switches				
2.0	C9200L-48T-4X-E	Catalyst 9200L 48-port data only, 4 x 10G, Network Essentials	---	20
2.0.1	CON-SNT-C920L4XE	SNTC-8X5XNBD Catalyst 9200L 48-port data, 4 x 10G ,Ne	60	20
2.1	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	---	20
2.1.1	C9200L-DNA-E-48-5Y	C9200L Cisco DNA Essentials, 48-port, 5 Year Term license	60	20
2.2	C9200L-NW-E-48	C9200L Network Essentials, 48-port license	---	20
2.3	CAB-TA-IN	India AC Type A Power Cable	---	20
2.4	PWR-C5-BLANK	Config 5 Power Supply Blank	---	20
2.5	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	20
2.6	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	20
2.7	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	20
2.8	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	---	20
2.9	C9200-STACK	Catalyst 9200 Stack Module	---	40
2.10	STACK-T4-50CM	50CM Type 4 Stacking Cable	---	20
2.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	20
Group Name: 48 Port POE Switches				

3.0	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	---	2
3.0.1	CON-SNT-C9200L4X	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Ne	60	2
3.1	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	---	2
3.1.1	C9200L-DNA-E-48-5Y	C9200L Cisco DNA Essentials, 48-port, 5 Year Term license	60	2
3.2	C9200L-NW-E-48	C9200L Network Essentials, 48-port license	---	2
3.3	CAB-TA-IN	India AC Type A Power Cable	---	2
3.4	PWR-C5-BLANK	Config 5 Power Supply Blank	---	2
3.5	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	---	2
3.6	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	---	2
3.7	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	---	2
3.8	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	---	2
3.9	C9200-STACK	Catalyst 9200 Stack Module	---	4
3.10	STACK-T4-50CM	50CM Type 4 Stacking Cable	---	2
3.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	2
Group Name: Wireless Access points				
4.0	CW9176I-CFG	Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	---	18
4.0.1	CON-ROB-CW9176IC	RMA UPGRADE 8X5XNBD Cisco Wireless 9176I	60	18
4.1	AIR-AP-BRACKET-2	802.11 AP Universal Mounting Bracket	---	18
4.2	AIR-CHNL-ADAPTER	T-Rail Channel Adapter for Cisco Aironet Access Points	---	18
4.3	CW9176I-SINGLE	SINGLE PACK OPTION	---	18
5.0	CISCO-NETWORK-SUB	Cisco Networking Subscription	---	1
	Initial Term - 60.00 Months			
5.1	LIC-CW-E	Cisco Wireless License - Essentials	---	18
	Initial Term - 60.00 Months			
5.2	LIC-SPACES-ESS	Cisco Spaces Essentials for Cisco Wireless Essentials	---	18
	Initial Term - 60.00 Months			
5.3	SVS-L0SPT-CN	Cisco Network Product Support	---	1
Group Name: Stack cable				
6.0	STACK-T4-1M=	1M Type 4 Stacking Cable	---	10
Group Name: Transceiver				
7.0	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	---	16

Annexure 5: 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 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between ____ and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights**: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential

Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

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

Disclosing Party: Export – Import Bank of India Receiving Party: _____
or as otherwise specified by a party by notice in writing to the other party.
Any notice or other communication shall be deemed to have been duly received:
 - i. if delivered personally, when left at the address and for the contact referred to in this clause; or

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

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

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

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

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

Disclosing Party
Party

Receiving

By _____

By _____

Name:

Name:

Title:

Title:

ANNEXURE 6: PRE-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

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
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- (2) Commission. Names and Addresses of the Monitors are given below;

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.

- (3) 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.
- (4) 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.
- (5) 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.

- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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)

**ANNEXURE 7: DECLARATION ON COMMON IP ADDRESSES, DOCUMENT
COMPLIANCE, PRICE VALIDITY, AND DELIVERY TIMELINES**

[On Company's letter head]

To,
General Manager
Digital and Technology Group
Exim Bank,
Floor 21, Centre 1 Building
World Trade Centre, Cuffe Parade,
Mumbai - 400005

Subject: Submission of Bid Proposal against RFP No. [RFP Number] dated [RFP Date]

Dear Sir/Madam,

We hereby confirm the following:

1. **Common IP Addresses: **

We understand and acknowledge the procurement policy regarding Common IP Addresses. We agree that any bid submitted from an IP address matching with another Bidder/Seller or Buyer shall be rejected and not considered for evaluation.

2. **Document Compliance:**

We acknowledge that our offer is liable to be rejected if we fail to upload any of the certificates or documents sought in the Bid document, Additional Terms & Conditions (ATC), and any Corrigendum issued.

3. **Price Validity:**

We confirm that the prices quoted in our bid will remain valid for a period of 120 days from the date of bid submission. Further, the Bank reserves the right to procure additional swithces within the bid validity period, based on its requirements, at the same quoted prices and under the same terms

and conditions as specified in this bid.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

ANNEXURE 8: CERTIFICATE ISSUED BY CA

TO WHOMSOEVER IT MAY CONCERN

We have verified the books of accounts and related documents M/S _____ having PAN : _____ and GSTN : _____ and situated at _____ and on verification of records, we hereby certify that Average Annual turnover of this mentioned entity during last three financial year are as under-

Sr.No	Financial Year	Turnover	Profit/Loss	Net worth
1				
2				
3				

The turnover/profit/loss certified above, is in line with the turnover declared by the entity in their Income-tax Returns filed under PAN No. _____.

This turnover verification certificate is being issued upon their request to be used for _____(purpose of certificate).it may serve them.

For _____ (Chartered Accountants)

FRN: _____

(Partner) M.N. _____

UDIN _____

Sign and seal of Chartered Accountant

Place : _____

Date : _____

ANNEXURE 9: LETTER OF COMPETENCE

[On Bidders Letter Head]

To,
General Manager
Digital and Technology Group
Exim Bank,
Floor 21, Centre 1 Building
World Trade Centre, Cuffe Parade,
Mumbai - 400005

Subject: Submission of Bid Proposal against RFP No. [RFP Number] dated [RFP Date]

Dear Sir/Madam,

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

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

ANNEXURE 10: CONFLICT OF INTEREST DECLARATION

[On Company's letter head]

To,
General Manager
Digital and Technology Group
Exim Bank,
Floor 21, Centre 1 Building
World Trade Centre, Cuffe Parade,
Mumbai - 400005

Subject: Submission of Bid Proposal against RFP No. [RFP Number] dated [RFP Date]

Dear Sir/Madam,

I, the undersigned, on behalf of [Insert name of Bidder] _____,
Address _____, 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.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

ANNEXURE 11: UNDERTAKING FROM THE BIDDER

To,
General Manager
Digital and Technology Group, Exim Bank,
Floor 21, Centre 1 Building. World Trade Centre, Cuffe Parade, Mumbai – 400005
Subject: Submission of Bid Proposal against RFP No. [RFP Number] dated [RFP Date]

Dear Sir/Madam,

- Having examined the tender details, terms and conditions, prepared by you, I/we hereby offer to execute the above works at the respective rates, which I/we have quoted for the items in the Schedule of Quantities as per your terms & conditions mentioned in the tender.
- In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/we agree to pay all applicable taxes prevailing and be levied from time to time on such items for which the same are leviable.
- I/We hereby accepting the procurement portal General Terms & Conditions (GTC) & Service Special Terms & Condition (STC) and Additional Terms and Conditions (ATC) of the bid/tender unconditionally.
- I/We uploaded all the required documents in the prescribed proforma as mentioned in tender document along with documents needed for technical bid evaluation.
- I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions a stipulated in the tender documents.
- I/We agree that in case of my/our failure to execute work in accordance with the Scope of Work provided, Exim Bank reserves the right to terminate the contract. Further, I may also be barred from tendering in future for the Exim Bank.
- I/we agree to keep our tender open for 180 days from the date of opening.
- It is also understood that if this declaration is found to be false in any particular, The bank shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Yours faithfully,

(Signature of the Bidder)

Name, Designation, Seal and Date.

ANNEXURE 12: FORMAT FOR SUBMISSION OF CLIENT DETAILS

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Brief About Project	
Purchase/Work Order Number and Date	
Contract Start Date	
Contract End Date	
Current Status (In Progress / Completed)	
Contract Value	
Number of Resources Deployed	
Details of Penalties	

Note: The details provided should match the Purchase order provided as a part of Eligibility criteria.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

ANNEXURE 13: PRE-BID QUERY FORMAT

(To be provided strictly in Excel format)

Sr. NO	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Note: All pre-bid queries must be submitted either through the Representation section on the procurement Portal or to the designated email ID mentioned in the tender. Any queries received beyond the specified cutoff time will not be entertained.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Seal

Date:

ANNEXURE 14: BIDDER'S ELIGIBILITY CRITERIA

Eligibility Criteria:

Sr. No.	Eligibility Criteria	Documents to be submitted
1.	The bidder should be a registered company in India as per Companies Act 1956 / 2013 and must be in existence for the last 5 years on the date of BID.	Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2.	The bidder must be OEM or OEM authorized vendor. Manufacturer Authorization Letter to be uploaded, if bidder is not an OEM.	Manufacturer Authorization Form /letter (MAF) to be uploaded.
3.	Bidder should have a positive Net Worth in last 3 financials years i.e. FY 2022-23,2023-24 and 2024-25	CA certificate to be uploaded in this regard
4.	The bidder Registered with the Service Tax Authorities.	GST Certificate to be uploaded
5.	Bidder needs to provide at least 3 Purchase orders for supply and Installation of Cisco ToR switches and Access Switches in commercial banks / PSU in India in last 3 years.	Purchase order to be uploaded
6.	The bidder must have support centre in Mumbai Metropolitan Region, Bengaluru and New Delhi.	Address proof to be uploaded.
7.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this tender.	Bidder needs to upload declaration on letterhead and signed by authorized signatory.
8.	Integrity Pact Agreement (IPA) to be executed.	Download the IPA and sign on Rs. 500 stamp paper. Scanned copy to be uploaded on the procurement portal. Original to be sent to EXIM Bank, Head Office, Mumbai before tender submission end date.
9	All other Annexures/Appendixes to be compiled and declaration to be submitted.	Annexures to be compiled and declaration on letter head to be uploaded on procurement portal.

In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder.

Note: Full compliance is required for the above eligibility criteria to qualify for further evaluation. Entire RFP to be signed, Stamped and uploaded.

Integrity pact to be signed on 500-rupee stamp paper and uploaded on procurement portal.

Authorized Signatory

Name:

Designation:

Signature:

Date:

Company Seal:

ANNEXURE 15: PRICE BID FORMAT

Bidder needs to submit commercial in the below mentioned format:

1. Price-Bid Format for BOQ for DR Colocation & DC WAN Switch

Line Number	Part Number	Description	Service Duration (Months)	Qty	Price Per Unit (Inclusive of GST)	Total Price (Inclusive of GST)
Group Name: DC WAN Switches						
1.0 to 1.15	C9300-24T-E	Catalyst 9300 24-port data only switch with Network Essentials OS, including DNA Essentials License (5 Years), SNTC 24x7 Support(5 Years), 8x10G Network Module, power supply, stacking cable, power cable (India), rack & cable management accessories	60	2		
Group Name: DR WAN Switches						
2.0 to 2.15	C9300-24T-E	Catalyst 9300 24-port data only switch with Network Essentials OS, including DNA Essentials License (5 Years), SNTC 24x7 Support (5 Years), 8x10G Network Module, power supply, stacking cable, power cable (India), rack & cable management accessories	60	2		
Group Name: DR Core Switches						
3.0 to 3.15	N9K-C93240YC-FX2	Nexus 9300 Core Switch with NX-OS, including DCN Advantage License (5 Years), SWSS Support (5 Years), SNTC 24x7 Support (5 Years), QSFP 100G AOCs, power supplies, fans, memory, and all standard accessories	60	2		
Group Name: DR TOR-10 Gig Copper Switches						

4.0 to 4.14	N9K-C93108TC-FX3P	Nexus 9300 TOR 10G Copper Switch, including DCN Advantage License (5 Years), SWSS Support (5 Years), SNTC Support (5 Years), 100G QSFP AOCs, power supplies, fans, memory, and standard accessories	60	6		
Group Name: DR TOR -10/25 Fiber Switches						
5.0 to 5.14	N9K-C93180YC-FX3	Nexus 9300 TOR 10/25G Fiber Switch, including DCN Advantage License (5 Years), SWSS Support (5 Years), SNTC Support (5 Years), 100G QSFP AOCs, power supplies, fans, memory, and standard accessories	60	12		
Group Name: DR Standby Switches						
6.0 to 6.14	N9K-C93108TC-FX3P	Nexus 9300 TOR 10G Standby Switch with 5-Year DCN Advantage License, 5-Year SWSS Support, 5-Year SNTC Support, power supplies, optics and accessories	60	1		
7.0 to 7.14	N9K-C93180YC-FX3	Nexus 9300 TOR 10/25G Standby Fiber Switch with 5-Year DCN Advantage License, 5-Year SWSS Support, 5-Year SNTC Support, power supplies, optics and accessories	60	1		
Group Name: DR Transceiver 10/25						
8.0	SFP-10/25G-CSR-S=	Dual Rate 10/25GBASE-CSR SFP Module	---	596		
Group Name: DR Transceiver 10 Copper						
9.0	SFP-10G-T-X=	10GBASE-T SFP+ transceiver module for Category 6A cables	---	20		
Group Name: DR Transceiver 40/100						
10.0	QSFP-40/100-SRBD=	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	---	36		
Group Name: DR Transceiver Standby						
11.0	SFP-10/25G-CSR-S=	Dual Rate 10/25GBASE-CSR SFP Module	---	40		

12.0	SFP-10G-T-X=	10GBASE-T SFP+ transceiver module for Category 6A cables	---	25		
13.0	Any other items inadvertently not listed but essential to meet the above requirements, including all requisite licenses, subscriptions, accessories, and the bidder's costs towards installation and support for five (5) years			1		
Total						

2. Price-Bid Format for BOQ for 7th ,10th and 14th Floors(HO), NDRO and IRO

Line Number	Part Number	Description	Service Duration (Months)	Qty	Price Per Unit(Inclusive of GST)	Total Price(Inclusive of GST)
Group Name: 24 port POE Switches						
1.0 to 1.11	C9200L-24P-4X-E	Catalyst 9200L 24-port PoE+ switch with Network Essentials OS, including Cisco DNA Essentials License (5 Years), SNTC 8x5xNBD Support (5 Years), stack module, stacking cables, power cable (India), rack mounting and cable management accessories	60	5		
Group Name: 48 Port NON-POE Switches						
2.0 to 2.11	C9200L-48T-4X-E	Catalyst 9200L 48-port data switch with Network Essentials OS, including Cisco DNA Essentials License (5 Years), SNTC 8x5xNBD Support (5 Years), stack module, stacking cables, power cable (India), rack mounting and cable management accessories	60	20		
Group Name: 48 Port POE Switches						

3.0 to 3.11	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+ switch with Network Essentials OS, including Cisco DNA Essentials License (5 Years), SNTC 8x5xNBD Support (5 Years), stack module, stacking cables, power cable (India), rack mounting and cable management accessories	60	2		
Group Name: Wireless Access points						
4.0 to 4.3	CW9176I-CFG	Cisco Wireless 9176I Access Point (Wi-Fi 6/6E) including mounting bracket, T-rail adapter, accessories, and OEM support for 5 Years	60	18		
5.0 to 5.3	CISCO-NETWORK-SUB	Cisco Wireless Subscription including Wireless Essentials License, Cisco Spaces Essentials, and OEM Support – Complete Bundle for 5 Years (60 Months)	60	1		
Group Name: Stack cable						
6.0	STACK-T4-1M=	1M Type 4 Stacking Cable	---	10		
Group Name: Transceiver						
7.0	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	---	16		
8.0	Any other items inadvertently not listed but essential to meet the above requirements, including all requisite licenses, subscriptions, accessories, and the bidder's costs towards installation and support for five (5) years			1		
Total						

***All Prices must be inclusive of GST.**

Bidder has to quote Grant total along with 60 Months license and supported accessories as mentioned in BOQ while submitting the price bid.

Place:

Date:

Signature:

Name & Designation:

Company Seal