



**NOTICE INVITING APPLICATIONS**  
**FOR**  
**EMPANELMENT**  
**OF**  
**IT SERVICE PROVIDERS**

**Reference No: EXIM/RFP/2024-25/ITEMP01**

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

### Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Kiran Patil Designation: Deputy General Manager (Digital and Technology Group) Email ID: <a href="mailto:kiran@eximbankindia.in">kiran@eximbankindia.in</a> / <a href="mailto:mahesh.b@eximbankindia.in">mahesh.b@eximbankindia.in</a> Contact Address: Floor 21, Centre 1 Building, World Trade Centre, Cuffe Parade. Mumbai - 400005
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website under <a href="https://www.eximbankindia.in/tenders-and-notices">https://www.eximbankindia.in/tenders-and-notices</a>
3	Last date for requesting clarification	Up to 20.09.2024 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 3.00 PM to 4.00 PM on 23.09.2024 at Floor 21, Centre 1 Building, World Trade Centre, Cuffe Parade. Mumbai - 400005
6	Last date and time for Bid submission	Up to 2.00 PM on 03.10.2024
7	Address for submission of Bids	Bid documents –should be put in a single bigger envelope - should be subscribed as <b><u>“Empanelment of IT Service Providers”</u></b> sealed and addressed to Contact Address: Mr, Kiran Patil, DGM-DTG, Floor 21, Centre 1 Building, World Trade Centre, Cuffe Parade. Mumbai - 400005
8	Date and Time of opening of Technical Bids	04.00 PM on 04.10.2024 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders

		representatives.
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**Part-I**

## 1. INVITATION TO BID:

- i. **Export Import Bank of India** (herein after referred to as '**the Bank / Exim Bank**'), having its Head Office at Mumbai, This Request for Proposal (RFP) has been issued by **the Bank** for empanelment of IT Service Provider for various applications and IT initiatives of the Bank.
- ii. In order to meet the service requirements, the Bank proposes to invite offline bids from eligible Bidders as per criteria mentioned under this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of 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 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 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 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 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 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.

## **2. 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 letter for empanelment and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

### 3. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

- i. **"The Bank"** 'means the Export Import Bank of India.
- ii. **"Bidder/Applicant"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **"Bid"** means the written reply or submission of response to this RFP.
- iv. **"The Contract/Agreement"** means the agreement entered between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted as per the selection criteria set out in the RFP and to whom notification of empanelment has been given by the Bank.
- vi. **"Services"** means all services, scope of work and deliverables to be provided by a Bidder as described in subsequent LIMITED TENDER ENQUIRY(LTE) issued in pursuant to this RFP and may include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under the respective LIMITED TENDER ENQUIRY.

#### 4. SCOPE OF WORK:

The detailed Scope of Work will be provided in the respective LIMITED TENDER ENQUIRY issued in pursuant to this RFP. However, the tentative categorization required is as below:

- Off-the-shelf software products such as Microsoft, Adobe, Red Hat, antivirus products, etc.
- IT Infrastructure Facility Management Services
- Supply of desktops, laptops, servers, printers, IT consumables, tablets etc..
- Supply of networking and security products such as enterprise switches, firewalls, load balancers, wireless access points, security-related products, etc.
- Passive networking works (structured cabling works)
- Supply of IT accessories such as docking stations, laptop/desktop power adapters, keyboards, mice, access control devices, etc.
- Consultancy services related to network management, data center design, cloud migration strategy, video conferencing setup, software asset management, RFP preparation and PMC services etc.
- Supply of video conferencing (VC) equipment
- SAN and NAS storage management services
- IT infrastructure project management services and consultancy
- Hiring of specific skill set resources for limited duration
- IT Infrastructure assessment services, one time software implementation /configuration services etc .

The Applicants will be empanelled for a period of three years. However, the Bank reserves the right to review the empanelled vendors every year based on the eligibility criteria mentioned in **Annexure - B** and performance of the empanelled vendors. Those empanelled vendors who do not meet the eligibility criteria during the review may be suspended from the participating in the subsequent LIMITED TENDER ENQUIRY publish by the Bank. The suspension of such empanelled vendors who do not meet the eligibility criteria will be continued till the next review. The decision of the Bank will be final in this regard.

#### 5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility criteria as given in **Appendix- B** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. No Bidder or its associate shall submit more than one Bid for the empanelment under



this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

## **6. CONTENTS OF BID DOCUMENT:**

- i. The Bidder must thoroughly study/analyze 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.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

## **7. BID PREPARATION AND SUBMISSION:**

- (a) The Bid is to be submitted for "RFP for empanelment of IT Service providers for various applications and IT initiatives of the Bank" in response to the Ref No: **EXIM/RFP/2024-25/ITEMP01** mentioned below are to be submitted offline in sealed envelope and should be subscribed as "**Empanelment of IT Service Providers**" at following Address:  
**"Notice for Empanelment of IT Service Providers"**  
**Mr. Kiran Patil, DGM-DTG**  
**Floor 21, Centre 1 Building,**  
**World Trade Centre,**  
**Cuffe Parade,**  
**Mumbai 400 005.**
- (b) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (c) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B**.
- (e) Bidder's details as per **Appendix-C** on Bidder's letter head.

- (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
- (g) 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.

**i. Bidders may please note:**

- (a) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (b) 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.
- (c) 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.
- (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) The Bank reserves the right to reject Bids not conforming to above.

**8. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted by the date and time mentioned in the “Schedule of Events”.
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- 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.

**9. 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 e-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 appropriate action as per the terms of this RFP.

**10. BID INTEGRITY:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

**11. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- 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. 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 offer of empanelment.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, 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 toto, 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. 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.

**12. EVALUATION:**

- i. Evaluation will include information submitted as per Bid format, reference calls and site visits, wherever required. The Bidder will demonstrate/substantiate all claims made in the Bid along with supporting documents to the Bank.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

**13. CONTACTING THE BANK:**

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of 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.

**14. AWARD CRITERIA AND AWARD OF CONTRACT:**

- i. Bank will notify successful Bidder in writing by way of letter or email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

**15. CONTRACT AMENDMENT:**

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

**16. 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.

**17. RIGHT TO VERIFICATION:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

**18. RIGHT TO AUDIT:**

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external 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 services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. 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 Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider 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. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves

the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).

- iv. Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

#### **19. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of 3 (three)years. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

#### **20. CONFIDENTIALITY:**

Confidentiality obligation shall be as per NDA and SLA to be executed at later stage by eligible Service providers.

#### **21. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

- i. Services shall be made by Service Provider within the timelines prescribed in respective LIMITED TENDER ENQUIRY.
- ii. If at any time during performance of the Contract/SOW, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract/ SOW as the case may be.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

#### **22. SERVICE PROVIDER'S OBLIGATIONS:**

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

### **23. LIQUIDATED DAMAGES:**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in the respective LIMITED TENDER ENQUIRY, the Bank may, without prejudice to its other remedies under the RFP/Agreement/LIMITED TENDER ENQUIRY and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value as liquidated damages as defined under the respective LIMITED TENDER ENQUIRY. Once the maximum deduction is reached, the Bank may consider termination of the respective LIMITED TENDER ENQUIRY/Purchase Order/SOW.

### **24. CONFLICT OF INTEREST:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the

Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

**25. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP/LIMITED TENDER ENQUIRY/Agreement/SOW, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement/ respective SOW by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement/ respective SOW as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement/ respective SOW.

**26. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract/SOW by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In



this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**27. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract/ SOW/ PO, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement/SOW/PO for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination under the respective SOW.

**28. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract/SOW (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract/SOW (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract/SOW, abandonment or breach of the Contract/SOW), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (the Bank or Service Provider), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider shall continue work under the Contract/SOW during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

**29. GOVERNING LANGUAGE:**

The governing language shall be English.

**30. APPLICABLE LAW:**

The Contract/SOW 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.

**31. TAXES AND DUTIES:**

- i. 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 empanelled Service Provider under respective LIMITED TENDER ENQUIRY shall include all such taxes in the quoted price.

**32. TAX DEDUCTION AT SOURCE:**

- i. 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 under the respective SOW. 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/SOW 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/SOW.
- ii. 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.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

**33. NOTICES:**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is

later.

## **Part-II**

**BID FORM (TECHNICAL BID)**

[On Company's letter head] (To be included in Technical Bid)

Date: \_\_\_\_\_

To:

Mr. Kiran Patil,  
Deputy General Manager-DTG,  
Floor 21, Exim Bank,  
Centre 1 Building, WTC,  
Cuffe Parade, Mumbai 400005

Dear Sir,

Ref: **EXIM/RFP/2024-25/ITEMP01**

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. We shall abide by the terms and conditions spelt out in the RFP.

- i. While submitting this Bid, we certify that:
  - The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- ii. 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".
- iii. 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.
- iv. 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.

- v. 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.
- vi. 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.
- vii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body or GeM portal.
- viii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any 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 or GeM portal.
- ix. 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.
- x. 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 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 fulfil all the requirements in this regard and is eligible to participate in this RFP.
- xi. 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.
- xii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2023

*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_ **Seal of the company.**

**Bidder's Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No	Specific Requirements	Documents Required
1	The Applicant should be a company registered in India under the Companies Act 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 or a registered Partnership under the Indian Partnership Act, 1932. The organisation should be in existence for the five (5) years.	Copy of Certificate of incorporation or registered Partnership Deed
2	Bidder should have experience of minimum 5 years in providing IT Services of various skill sets.	Copy of the order and / or Certificate of completion and/or experience certificate from client for the work.
3	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years 2021-22,2022-23 and 2023-24	Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.
4	The applicant must have completed three major projects of value not less than 25 lakhs each or 5 projects not less than 10 Lakh in any of the work cited in the scope of work above in the five (5) previous financial years with Government/PSU's/Statutory bodies	Work Orders and completion Certificates
5	The applicant must have at least 10 skilled manpower/consultants specializing in executing the various activities in the defined scope of work.	Certificate from the HR/Head of the Firm and resumes of 10 Key resources with the relevant expertise
6	The applicant must hold valid GST and PAN certifications.	Copies of relevant certificates of registration
7	The bidder should not have been blacklisted by any Public Sector Bank, RBI or IBA or on GeM Portal or any other Government agencies.	Bidder should specifically certify in this regard as per APPENDIX -F.
8	The applicant should be active partner of at least any 5 OEMS mentioned below: Microsoft, Oracle, IBM, Palo Alto, Check point, Cisco, Dell, HP, Lenovo, Redhat, VMWare / Broadcom, Fortinet, Tenable, Array Networks, Barracuda and Sophos	Copies of relevant valid certificates to be uploaded
9	Client references and contact details (email/ landline/ mobile) of customers to whom the Bidder has provided IT Services in India. (At least 02 client references are required and all must be from scheduled commercial banks or PSU or AIFI)	Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-E</b> on clients letter head



**\$ The Bidder empanelled will be eligible to participate in the subsequent RFP/LIMITED TENDER ENQUIRY floated by the Bank.**

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. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Name & Signature of authorised signatory Seal**  
**of Company**

**Bidder Details**

Details of the Bidder

S. No.	Particulars	Details
1.	Name	
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.	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	

**Name & Signature of authorised signatory**

**Seal of Company**

**ESCALATION MATRIX**

Escalation thresholds			
Escalation Level 1		Escalation level 2	
Escalation to	Escalation Mode	Escalation to	Escalation Mode
<i>&lt;Name, designation contact no.&gt;</i>			

**Format for Submission of Client References**

**To whosoever it may concern**

<b>Particulars</b>	<b>Details</b>
<b>Client Information</b>	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
<b>Project Details</b>	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
<b>Size of Project</b>	
Value of Work Order (In Lakh) (only single work order)	
Details of Service Provided	

**Name & Signature of authorised signatory**

**Seal of Company**

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**Undertaking by Bidder  
(To be submitted by Bidder on their letter head)**

To,

Deputy General Manager,

Export- Import Bank of India, 21st Floor, Centre One, World

Trade Centre,

Cuffe Parade, Mumbai 400 005

Dear Sir,

We \_\_\_\_\_ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted, debarred by the Central Government / any of the State Governments / PSUs / GeM portal in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- Our firm has not made any false or misleading information or declaration and submitted copies of forged / falsified documents.
- Our firm has not been declared bankrupt or insolvent, wound up or taken into liquidation. Our firm has not involved in any illegal activities, unethical practices and receipt of serious complaints from any organization.
- The Proprietor / Directors / Partners of our firm are not part of any other firm or company which is banned / barred or blacklisted.
- Our firm has not fraudulently dealt with the company for pecuniary gains or had connived with anyone for mutual benefit.
- EXIM Bank reserves the right to disqualify / terminate the vendor registration/bis at any point of the time, if our firm fails to abide by the terms and conditions under which the registration has been granted and for failure to inform EXIM Bank of any change in our status such that we no longer meet the qualification criteria.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)