# E-Tender
## for
# Procurement of Servers and System Software's
## at
# Export-Import Bank of India.

## E-Tender Reference No: EXIM/RFP/2021-22/07

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# QUOTATION BID NOTICE

Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for "Procurement of Servers and System Software's for Export-Import Bank of India.".

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

2. Vendor registration can be done online by opening Website: https://eximbankindiatenders.procuretiger.com Click on "New Bidder Registration" link, create User Id and Password and attach your Digital certificate.

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

4. **CONTACT INFORMATION FOR E-TENDER PROCESS**

    e-Procurement Technologies Limited
    A- 801 – Wall Street - II,
    Opposite Orient Club,
    Nr. Gujarat College, Ellis Bridge,
    Ahmedabad – 380 006.
    Gujarat State, India

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

    Primary Contact Numbers:- M:- 9081000427/ 09904406300

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

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

# GENERAL TENDER DETAILS

| | |
|---|---|
| Tender Document for | E-Tender for Procurement of Servers and System Software's for Export-Import Bank of India. |
| Tender Reference No. | **EXIM/RFP/2021-22/07** |
| Tender Document Cost | **₹ NIL** |
| EMD Amount | **₹ NIL** |
| Last date for acceptance of IP Agreement | July 06, 2021 5:00 PM |
| Place of Submission of IP Agreement original document. | Export Import Bank of India, Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005. |
| Date of Online Notice | June 16, 2021 5:00 PM |
| Document Downloading Start Date | June 16, 2021 5:00 PM |
| Pre-Bid Meeting Date | June 22, 2021 11.00 AM |
| Document Downloading End Date | July 06, 2021 5:00 PM |
| Last Date and Time For Submission | July 07, 2021 2:00 PM |
| Opening of Tender | July 07, 2021 3:00 PM |
| Address for communication | E-Mail: paresh.p@eximbankindia.in/ mahesh.b@eximbankindia.in / kiran@eximbankindia.in |
| Place of Receipt of E-Tender | **https://eximbankindiatenders.procuretiger.com** |

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

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

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

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


For any clarification kindly contact –

E-Procurement
Technologies Limited 801 –
Wall Street – II
Opposite Orient Club near Gujarat College,
Ellis Bridge, Ahmedabad – 380 006
Gujarat, India

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

Primary Contact Numbers:- M:- 9081000427/ 09904406300

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

# Mandatory information required for pre-qualification of the Bidder

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

| Contents | | Particulars | Details |
|---|---|---|---|
| 1. Name of the Firm | | | |
| 2. Name of the Proprietor, Partners/Directors | | | |
| A (Mobile No.) | | | |
| B (Mobile No.) | | | |
| 3. Office Telephone Nos. | | | |
| a. | | | |
| b. | | | |
| c. | | | |
| 4. Head Office Address | | | |
| 5. Email Address | | | |
| a. | | | |
| b. | | | |
| 6. Year of Establishment | | | |
| 7. Registration No. and Date of Registration | | | |
| 8. Status of the firm (Proprietor/Partnership/Co. etc.) | | | |
| 9. Name of Bankers | a. | | |
| | b. | | |
| 10. **PAN Card No.** | | | |
| 11. **GST No.** | | | |

Seal and Signature of the document to be uploaded on the E-tender portal.

**Date :**
**Place :**
**Note :**

# INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website: https://eximbankindiatenders.procuretiger.com/EPROC/

2. The bidders can enrol themselves on the website: https://eximbankindiatenders.procuretiger.com/. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.

3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e tender.

4. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. Please Make sure all format asked as per Sr No 4 and 5 of tender document are properly uploaded online Website for E-Procurement https://eximbankindiatenders.procuretiger.com/

7. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of

the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in poof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.

# CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

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

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

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

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

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

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

## Relaxation of Norms for Micro & Small Enterprises (MSMEs):

a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.

b. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein EXIM Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

# GENERAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Standard Arbitration Clause**: All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions),which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.  The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

   *(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and*

*the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).*

4. **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

6. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

7. **Termination of Contract**: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:

   (a) The Seller is declared bankrupt or becomes insolvent.
   (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
   (c) With mutual agreement
   (d) As per decision of the Arbitration Tribunal.

8. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

9. **Patents and other Industrial Property Rights**: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

10. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

11. **Evaluation and Comparison of Bids**:
    The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

    The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.  The evaluation will be a two-stage process. The stages are:

    a. General Eligibility and technical specification evaluation
    b. Commercial evaluation

12. **Notices to local bodies:**

    The Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

13. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

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

15. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

# INTRODUCTION

The Export-Import Bank of India (EXIM Bank) is the premier export finance institution of the country that seeks to build value by integrating foreign trade and investment with the economic rise of India. The Bank has guided by expertise at the Board level, by senior policy makers, expert bankers, leading players in industry and international trade as well as professionals in exports, imports or financing. With offices spread across India and in select locations of the world, the bank aspires to boost the businesses of industries and SMEs.

# SCOPE OF WORK

The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

1. Hardware Delivery within Seven weeks from purchase order date at all Exim Bank, Regional office in India.
2. The price validity of the hardware/Software is 240 days from tender opening date.
3. The Bank will not pay any additional charge for delivery of hardware in any location.
4. The bidder should replace any faulty hardware within three working days or repair and onsite support within next business day.
5. The bidder must provide onsite server engineer technical support for RAID configuration, Operating System Configuration and Server Hardening Configuration as per Bank's Security policy.
6. The Operating system/Databases licenses should be in the name of Export-Import Bank of India.
7. The Bank may place an order for additional servers/ Software's with in bid validity period with same terms and conditions of this tender.
8. **Exim Bank Office Addresses under this Project:**

| Sr. No | Location | Office Address |
|--------|----------|----------------|
| 1 | Exim Bank Head Office - Mumbai | Export-Import Bank of India, 21st Floor, Center One, World Trade Centre (WTC) Complex, Cuffe Parade, Mumbai 400 005 |
| 2 | Regional Office - Bangalore Disaster Recovery Site (DRS) | Export-Import Bank of India, Ramanashree Arcade, Floor, 18, M.G Road, Bangalore 560 001 |

# BILL OF MATERIAL

## Hardware:

| Product # 1 – 32 Core (16*2)Server Required Minimum Technical Specification: | | |
|---|---|---|
| **Chassis** | **2U Rack mount** | **Compliance** |
| Processor | Intel Xeon Gold 6346 or higher with Total Cache | |
| | (L1+L2+L3)(MB) -36 MB ,Processor Base | |
| | Frequency (GHz) -3.10 GHz, Processor or higher | |
| | Turbo Frequency (GHz)-3.60 GHz or higher | |
| Number of Cores per processor | 16 | |
| Maximum number of Sockets available on Server | 2 | |
| Maximum number of Sockets populated with Processors available on Server | 2 | |
| Chipset compatible with CPU | Intel  C621A or compatible intel chipset | |
| Memory Configuration | The System has to be supplied with 256 GB(8 x 32 GB) DDR4 ECC or Higher | |
| Total number of slots available for SAS drive | 2.5" Chassis with up to 16 SAS/SATA Drives | |
| Number of Slots populated with SAS Drive | 8 | |
| Total Storage Capacity offered with SAS Drive (GB) | 19.2 TB or higher | Yes,8*2.4TB |
| RAID level Support | 0,1,5,6,10 | |
| No of RAID Controller Ports | 16 | |
| Speed of RAID Controller Ports (Gbps) | 12 | |
| RAID Controller Cache (GB) | 4 GB or higher | |
| Total Number of Ethernet Ports required in Server | 2x10GbE BASE-T,4x1GbE BASE-T | |
| Operating System | Windows Server 2019 DC Edition | |
| Certifications/Compliance (OS) | Windows, Red Hat Linux, Suse Linux, Ubuntu | |
| Certification/Compliance (Virtualization/Cloud Platform) | Hyper-V and VMWARE | |

| | | |
|---|---|---|
| | Remoter power On/ Shutdown of server,, | |
| Management Features-1 | Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port, Should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management. | |
| Management Features-2 | Management of multiple Servers from single console with single source of truth for multiple sites., Automated infrastructure management for patch upgrades, version upgrades, etc. Simplified management with analytics driven actionable intelligence., System tagging giving admin flexibility to provide metadata tags to each System to enable users to filter and sort systems based on user-assigned attributes, Hardware Profile based deployment to multiple Servers simultaneously, Policy template for deployment of single policy to multiple Servers simultaneously, Platform inventory and health status, Server utilization statistics collection (including firmware updates and diagnostic tools),Should provide an alert in case the system is not part of OEM hardware compatibility test, Solution should be open and programmable providing Rest API, SDK for programming languages like Python, power shell scripts etc., Should have customizable dashboard to show overall faults/health/inventory for all managed infrastructure the solution should provide option to create unique dashboards for individual users. the user should be flexibility to select name for dashboards and widgets (viz. health, utilization etc), Single pane of glass for auto Provisioning across Multi-vendor & multi hypervisor platform, Self-service portal deployment for automated provisioning, Real-time out-of-band hardware performance monitoring & alerting | |
| Security Features-1 | Secure Boot(Firmware and Bios Level Security),Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection,," Malicious Code Free design" (to be certified by OEM) | |
| Security Features-2 | Provision for Cryptographic firmware updates, Capability to stop execution of Application/ Hypervisor/ Operating System on predefined security breach, Secure /Automatic BIOS recovery, Network Card secure firmware boot, In case of any security breach system should provide the lock down feature | |

| | | |
|---|---|---|
| support for high availability clustering and virtualization | Yes | |
| Power Supply | Redundant Power supply with more than 90 efficiency (Systems with higher efficiency will be preferred) with accessories suitable to Indian power conditions | |
| Hot Swappable (Redundant Power Supply) | Yes | |
| Warranty | Server Warranty includes 3-Years Parts, Labor, 3-Year Onsite support with next business day response. | |
| Installation | The bidder should provide server engineer onsite support for following activities: | |
| | 1.          Server Mounting | |
| | 2.          Server Configuration and hardening as per Bank security policy | |
| | 3.          RAID Configurations. | |

| Product # 2 - 16 Core  [2*8 Core (Xeon Gold 5217 or higher )/256GB] Required Minimum Technical Specification: | | Compli ance |
|---|---|---|
| Chassis | **2U Rack mount** | |
| Processor | Intel Xeon Gold 5217 with Total Cache | |
| | (L1+L2+L3)(MB) -11 MB or higher ,Processor Base | |
| | Frequency (GHz) - 2.10 GHz, Processor or higher | |
| | Turbo Frequency (GHz)-3.0 GHz or higher | |
| Number of Cores per processor | 8 | |
| Maximum number of Sockets available on Server | 2 | |
| Maximum number of Sockets populated with Processors available on Server | 2 | |
| Chipset compatible with CPU | C621 or compatible intel chipset | |
| Memory Configuration | The System has to be supplied with 192 GB(6 x 32 GB) DDR4 ECC or Higher | |
| Total number of slots available for SAS drive | 8 or Higher | |
| Number of Slots populated with SAS Drive | 8 | |
| Total Storage Capacity offered with SAS Drive (GB) | 9.6  TB or higher | Yes,8*1 .2TB |

| | | |
|---|---|---|
| RAID level Support | 0,1,5,6,10 | |
| No of RAID Controller Ports | 8 | |
| Speed of RAID Controller Ports (Gbps) | 12 | |
| RAID Controller Cache (GB) | 6 GB or higher | |
| Total Number of Ethernet Ports required in Server | 2x10GbE BASE-T,2x1GbE BASE-T | |
| Operating System | Windows Server 2019 DC Edition | |
| Certifications/Compliance (OS) | Windows, Red Hat Linux, Suse Linux, Ubuntu | |
| Certification/Compliance (Virtualization/Cloud Platform) | Hyper-V, XenServer and VMWARE | |
| Management Features-1 | Remoter power On/ Shutdown of server,, | |
| | Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management | |
| | | |
| Management Features-2 | Management of multiple Servers from single console with single source of truth for multiple sites., Automated infrastructure management for patch upgrades, version upgrades,etc. Simplified management with analytics driven actionable intelligence., System tagging giving admin flexibility to provide metadata tags to each System to enable users to filter and sort systems based on user-assigned attributes, Hardware Profile based deployment to multiple Servers simultaneously, Policy template for deployment of single policy to multiple Servers simultaneously, Platform inventory and health status, Server utilization statistics collection (including firmware updates and diagnostic tools),Should provide an alert in case the system is not part of OEM hardware compatibility test, Solution should be open and programmable providing Rest API, SDK for programming languages like Python , power shell scripts etc., Should have customizable dashboard to show overall faults/health/inventory for all managed infrastructure the solution should provide option to create unique dashboards for individual users. the user should be flexibility to select name for dashboards and widgets (viz. health, utilization etc),Single pane of glass for auto Provisioning across Multi-vendor & multi hypervisor platform, Self-service portal deployment for automated provisioning,  Real-time out-of-band hardware performance monitoring & alerting | |

| | | |
|---|---|---|
| Security Features-1 | Secure Boot(Firmware and Bios Level Security),Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection,," Malicious Code Free design" (to be certified by OEM) | |
| Security Features-2 | Provision for Cryptographic firmware updates, Capability to stop execution of Application/ Hypervisor/ Operating System on predefined security breach, Secure /Automatic BIOS recovery, Network Card secure firmware boot,  In case of any security breach system should provide the lock down feature | |
| support for high availability clustering and virtualization | Yes | |
| Power Supply | Redundant Power supply with more than 90 efficiency (Systems with higher efficiency will be preferred) with accessories suitable to Indian power conditions | |
| Hot Swappable (Redundant Power Supply) | Yes | |
| Warranty | Server Warranty includes 3-Years Parts, 3Years Labor, 3-Year Onsite support with next business day response. | |
| Installation | The bidder should provide server engineer onsite support for following activities: | |
| | 1. Server Mounting | |
| | 2. Server Configuration and hardening as per Bank security policy | |
| | 3. RAID Configurations. | |
| | 4. Virtual Machine Server Configurations (If required) | |

| Product # 3 - 8 core  [2*4Core (Gold 5222)/192GB] Required Minimum Technical Specification: | | Complia nce |
|---|---|---|
| Chassis | **2U Rack mount** | |
| Processor | Intel Xeon Gold 5222 with Total Cache or higher | |
| | (L1+L2+L3)(MB) -16.5 MB ,Processor Base | |
| | Frequency (GHz) - 3.80 GHz, Processor or higher | |
| | Turbo Frequency (GHz)-3.90 GHz or higher | |
| Number of Cores per processor | 4 | |
| Maximum number of Sockets available on Server | 2 | |
| Maximum number of Sockets populated with Processors | 2 | |

| | | |
|---|---|---|
| available on Server | | |
| Chipset compatible with CPU | C621 or compatible intel chipset | |
| Memory Configuration | The System has to be supplied with 192 GB(6 x 32 GB) DDR4 ECC or Higher | |
| Total number of slots available for SAS drive | 8 or Higher | |
| Number of Slots populated with SAS Drive | 6 | |
| Total Storage Capacity offered with SAS Drive (GB) | 7.2 TB or higher | Yes,6*1.2TB |
| RAID level Support | 0,1,5,6,10 | |
| No of RAID Controller Ports | 8 | |
| Speed of RAID Controller Ports (Gbps) | 12 | |
| RAID Controller Cache (GB) | 6 GB or higher | |
| Total Number of Ethernet Ports required in Server | 2x10GbE BASE-T,2x1GbE BASE-T | |
| Operating System | Windows Server 2019 Std Edition | |
| Certifications/Compliance (OS) | Windows, Red Hat Linux, Suse Linux, Ubuntu | |
| Certification/Compliance (Virtualization/Cloud Platform) | Hyper-V, XenServer and VMWARE | |
| Management Features-1 | Remoter power On/ Shutdown of server,, | |
| | Remote Management of Server over LAN & WAN with SSL encryption through gigabit management port,, Should have virtual Media support with all required licenses., Remote KVM, Server Health Logging, Out of Band Management | |
| | | |

| | | |
|---|---|---|
| Management Features-2 | Management of multiple Servers from single console with single source of truth for multiple sites., Automated infrastructure management for patch upgrades, version upgrades,etc. Simplified management with analytics driven actionable intelligence., System tagging giving admin flexibility to provide metadata tags to each System to enable users to filter and sort systems based on user-assigned attributes, Hardware Profile based deployment to multiple Servers simultaneously, Policy template for deployment of single policy to multiple Servers simultaneously, Platform inventory and health status, Server utilization statistics collection (including firmware updates and diagnostic tools),Should provide an alert in case the system is not part of OEM hardware compatibility test, Solution should be open and programmable providing Rest API, SDK for programming languages like Python , power shell scripts etc., Should have customizable dashboard to show overall faults/health/inventory for all managed infrastructure the solution should provide option to create unique dashboards for individual users. the user should be flexibility to select name for dashboards and widgets (viz. health, utilization etc),Single pane of glass for auto Provisioning across Multi-vendor & multi hypervisor platform, Self-service portal deployment for automated provisioning,  Real-time out-of-band hardware performance monitoring & alerting | |
| Security Features-1 | Secure Boot(Firmware and Bios Level Security),Provision to lock the system on breach, Hardware root of trust/Dual Root of Trust, Server should provide policy based security, Server should provide server intrusion detection,," Malicious Code Free design" (to be certified by OEM) | |
| Security Features-2 | Provision for Cryptographic firmware updates, Capability to stop execution of Application/ Hypervisor/ Operating System on predefined security breach, Secure /Automatic BIOS recovery, Network Card secure firmware boot,  In case of any security breach system should provide the lock down feature | |
| support for high availability clustering and virtualization | Yes | |
| Power Supply | Redundant Power supply with more than 90 efficiency (Systems with higher efficiency will be preferred) with accessories suitable to Indian power conditions | |
| Hot Swappable (Redundant Power Supply) | Yes | |
| Warranty | Server Warranty includes 3-Years Parts, 3 Years Labor, 3-Year Onsite support with next business day response. | |
| Installation | The bidder should provide server engineer onsite support for following activities: | |
| | 1.          Server Mounting | |

| | |
|---|---|
| 2. Server Configuration and hardening as per Bank security policy | |
| 3. RAID Configurations. | |
| 4. Virtual Machine Server Configurations (If required) | |

# Software:

| Product 4 | Database Software | |
|---|---|---|
| SKU | Description | Product Description |
| 7NQ-00266 | SQLSvrStdCore LicSAPk OLP 2Lic NL Gov CoreLic Qlfd | SQL Server Standard Core |

| Product 5 | Virtualization Software |
|---|---|
| Product Code | Description |
| VS7-ESSL-KIT-C | VMware vSphere 7 or higher Essentials Kit for 3 hosts (Max 2 processors per host) |
| VS7-ESSL-3SUB-C | Subscription only for VMware vSphere 7 or higher Essentials Kit for 3 years |

# EVALUATION OF BIDS

The technical bids will be evaluated for determining the continued eligibility of the bidder for project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the general eligibility criteria. The bidder is expected to provide proof for each of the points for eligibility criteria. Technical specification will be evaluated only for bidders meeting general eligibility criteria.

The Exim Bank may seek clarification from any or all Bidder(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications not received from the Bidder(s) within stipulated time, the respective technical parameters would be treated as non-compliant and decision to clarify the Bidder(s) will be taken up by the Bank at its own discretion.

The price bid of those bidders will be opened who qualify the eligibility and technical specification criteria.

**The evaluation criteria will be based on Lowest Cost (L1) on individual items price quoted basis only.**

# INSTRUCTIONS TO BIDDERS

| | |
|---|---|
| **1.0** | **Location** |
| | Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India |
| | **a.** Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall email **clarifications up to June 22, 2021.** |
| **2.0** | Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider. |
| **3.0** | **Transfer of Tender Documents** |
| | Transfer of tender documents purchased by one intending Bidder to another is not permitted |
| **4.0** | **Rates** |
| | The EXIM Bank is not concerned with any rise or fall in the product prices during price validity period of 240 days from tender opening date. |
| **5.0** | **Payments** |
| | The payment will be made within 30 days after delivery/installation and submission of original invoices either in Hard copy or digitally signed invoices. |
| **6.0** | **Obligations of Successful Bidder** |
| | **a.** The successful bidder has to supply all the components, services and licenses to make solution complete. |
| | **b.** The successful bidder shall deploy their own trained and experienced engineers for implementing, managing and maintaining the system. |
| | **c.** Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the Bank immediately and help/guide the Bank in plugging the same. Once the call has been attended, successful bidder engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime. |

| | d. | The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at EXIM BANK shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components |
|---|---|---|
| **7.0** | **Signing of the contract** | |
| | a. | The successful Bidder may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above- stipulated period, the EXIM Bank may cancel the order. |
| | b. | Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the EXIM Bank of India and the Service Provider. |
| **8.0** | On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Bidder. | |
| **9.0** | If so, decided EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc. | |
| **10.0** | The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 3 months' notice period for termination of contract if service is not satisfactory to the Bank. | |
| **11.0** | **Notices to local bodies** | |
| | The Bidder / Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works. | |

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

Sign:
Date:
Place

# E – TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: **EXIM/RFP/2021-22/07**)

1. The price once submitted cannot be changed.

2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of the EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s E-Procurement Technologies Ltd personnel indicated in the tender document.

3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the EXIM Bank. However, M/s E-Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.

4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM bank.

5. Bids once made cannot be withdrawn or modified under any circumstances.

6. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.

7. The bidders are advised to visit https://eximbankindiatenders.procuretiger.com for any corrigendum etc.

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

Date:

Organization Name:

Designation:

# U N D E R T A K I N G  F R O M  T H E  B I D D E R

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

Dear Sir,

**Ref: Procurement of Servers and System Software's for Export-Import Bank of India.**

**Ref. No**: **EXIM/RFP/2021-22/07**

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, octroi, LBT, VAT, GST, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same   are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place:                                          Name:
Date:                                           Designation:
                                                Seal:

# SELF-DECLARATION FOR COMPLIANCE

**(*On Company Letterhead*)**

I < **Name**> working as < **Designation**> in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that;

1. My company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.

2. Paid all applicable statutory dues on due dates.

3. Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.

4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.

5. My company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during contract period.

6. My company will produce all documents for verification process as per Exim Bank's requirement and various audit compliance.

**Date:**                                          **Authorised Signatory Name:**

**Place:**                                         **Designation:**

                                                   **Company Seal:**

# E L I G I B I L I T Y   C R I T E R I A   O F   T H E   B I D D E R

| Sr.No | ELIGIBILITY CRITERIA | SUPPORTING DOCUMENTS TO BE SUBMITTED | COMPLIANCE (YES/NO) |
|---|---|---|---|
| 1 | The bidder must be an Authorized Distributer or Partner of OEM | MAF - Certificate to be submitted. E-tender number should be mentioned in MAF. | |
| 2 | The Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three financial years i.e., 2018-19, 2019-20 and 2020-21. | The CA certificate in this regard should be without any riders or qualification. | |
| 3 | The bidder should have good experience in IT Hardware such as Servers and Network Devices with minimum three financial years in this business. | Consent on letter head to be submitted. | |
| 4 | The Product quoted unit price validity should be 240 days from tender opening date. | Consent on letter head to be submitted. | |
| 5 | The bidder should have executed supply and installation of proposed brand/make servers to at least three public sector Banks/Large private Banks in India from April 01, 2018 onwards in Mumbai or Bangalore | Documentary Proof of order / contract copy / customer credentials to be submitted. | |
| 6 | Integrity Pact Agreement (IPA) to be executed. | Download the IPA (attached as Annexure VIII) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai as per the date and time mentioned in the tender document. | |

| 7 | The Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexure. | Upload seal and signed copy of Annexures. | |
|---|---|---|---|
| 8 | The bidder must provide onsite technical support within 24 Hrs. from the compliant call log at Exim Bank office in Mumbai and Bangalore. The bidder must extend the technical support during warranty time of the server. | Upload seal and signed copy of Annexures. | |
| 9 | Certifications/Compliance (OS) for Servers [All proposed models] only Windows, Red Hat Linux, Suse Linux, Ubuntu | Upload certificate or website screenshot showing certification details/compliance/URL of OEM/Self declaration from OEM | |
| 10 | Certification/Compliance (Virtualization/Cloud Platform) | Hyper-V and VMWARE (Upload certificate or website screenshot showing certification details/compliance) | |

## COMMERCIAL PROPOSAL:

| Product | Unit Price in ₹ * |
|---|---|
| Product #1: 32 Core Server [2* 16 Core] | |
| Product #2: 16 Core Server [2 * 8 Core] | |
| Product #3: 8 Core Server [2 * 4 Core ] | |
| Product #4: 7NQ-00266 (SQLSvrStdCore LicSAPk OLP 2Lic NL Gov CoreLic Qlfd) | |
| Product #5: VMWare Esxi essentials kit + subscription | |

**\*** Special Note:

1. Quoted price should be exclusive of all taxes and duties.
2. Refer detailed product specification mentioned in the RFP.
3. The evaluation criteria will be based on Lowest Cost (L1) on individual items price quoted basis only.
4. The price validity of the hardware/Software is 240 days from tender [price bid] opening date.
5. The Bank will procure server/licenses as and when required based on requirement during bid validity period.

# NON-DISCLOSURE AGREEMENT

**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. **<u>Confidential information</u>**: 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. **<u>Non-disclosure</u>**: 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 of disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications**: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

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

5. **Title and Proprietary Rights**: Notwithstanding the disclosure of any Confidential

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

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

7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement

may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India
Receiving Party: _____
or as otherwise specified by a party by notice in writing to the other party.
Any notice or other communication shall be deemed to have been duly received:

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

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

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

All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or

inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

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

Disclosing Party                                                                          Receiving Party


By_____                                    By_____

Name:                                                                                Name:

Title:                                                                                 Title:

# INTEGRITY PACT

Between

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

…………………………………………….. hereinafter referred to as **"The Bidder/ Contractor"**

## Preamble

The Principal intends to award, under laid down Organizational procedures, contract/s for "Procurement of Servers and System Software's for Export-Import Bank of India". The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

## Section 1 - Commitments of the Principal

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

(2)  If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1)  The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

   a.  The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the

tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose an any and all payment made, are committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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

**Sanction 4 – Compensation for Damages**

(1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2)  If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

## Section 5 - Previous transgression

(1)  The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2)  If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

(1)  In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2)  The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3)  The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

## Section 8 - Independent External Monitor

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

| | |
|---|---|
| Shri Debabrata Sarkar<br>Ex-CMD, Union Bank of India<br>Mayfair Boulevard (Narayan Apartment)<br>Flat No.701, Main Avenue Road<br>Santacruz (West) , Mumbai – 400054<br>Email:  tenders@eximbankindia.in | Shri S K Goel<br>Ex-CMD, IIFCL<br>Villa No.77, Kelisto Town Homes,<br>Jaypee Wish Town, Sector-128<br>Noida-202303<br>Email:  tenders@eximbankindia.in |

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), EXIM BANK.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), EXIM BANK and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Managing Director (MD), EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Managing Director (MD), EXIM BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), EXIM BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the

Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word **'Monitor'** would include both singular and plural.

## Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director (MD) of EXIM BANK.

## Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6)  In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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

Place_____
Date_____

Witness 1:
(Name & Address)           _____
                           _____
                           _____


Witness 2:
(Name & Address)           _____
                           _____
                           _____

# S T A T E M E N T   O F   N I L   D E V I A T I O N S

(To be submitted in the Bidder's letterhead)

To,

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

Re: Tender RFP Ref: **EXIM/RFP/2021-22/07**

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender.
All the terms and conditions of the tender are acceptable to us.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)

# Manufacturer's Authorization Form (MAF)

Date: _____

To,
Chief General Manager –IT ,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Tender Ref. No: <mark>EXIM/RFP/2021-22/07</mark>

Name of Tender: P**rocurement of Servers and System Software's for Export-Import Bank of India.**

Dear Sir,

We _____(**OEM Name**)_____who are established and reputable manufactures of _____having factory at_____ do hereby authorize _____(**Bidder Name**)_____,_____(**Bidder Address**) _____who intends to bid, negotiate and conclude the contract with you against the above mentioned tender reference for our range of products.

Our full support is extended to them in all respects for supply and installation. Further, **we (OEM / Manufacturer name)** shall provide support services during entire warrant/AMC period directly by us for the offered solution (hardware as well as software) as per the terms and conditions of the tender.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,

(Name of bidder)

for and on behalf of

M/s_____
 (Name of manufactures)

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

# Proposed Product Details

Product #1: 32  Core Server

| | |
|---|---|
| Product OEM Name/Brand | |
| Product Make | |
| Product Model | |
| OEM Part Number | |
| Technical Specification of the proposed product model as per Bill of Material (BOM) mentioned in the e-tender | This is to certify that proposed server model is having all technical functionalities and configurations as per the e-tender documents. |

Product #2: 16 Cores Server

| | |
|---|---|
| Product OEM Name/Brand | |
| Product Make | |
| Product Model | |
| OEM Part Number | |
| Technical Specification of the proposed product model as per Bill of Material (BOM) mentioned in the e-tender | This is to certify that proposed server model is having all technical functionalities and configurations as per the e-tender documents. |

Product #3: 8 Cores Server

| | |
|---|---|
| Product OEM Name/Brand | |
| Product Make | |
| Product Model | |
| OEM Part Number | |
| Technical Specification of the proposed product model as per Bill of Material (BOM) mentioned in the e-tender | This is to certify that proposed server model is having all technical functionalities and configurations as per the e-tender documents. |

Date:                                                   Authorised Signatory Name:

Place:                                                  Designation:

                                                        Company Seal:

# Price Validity Declaration

Date: _____

To,
Chief General Manager –IT,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Tender Ref. No: EXIM/RFP/2021-22/07

Name of Tender: P**rocurement of Servers and System Software's for Export-Import Bank of India.**

Dear Sir,

we hereby declared that, the quoted price validity is 240 days. The Bank may repeat the order without further tendering if any requirement during this period.

Yours faithfully,

(Authorized Signatory of Bidder)

Date:

(Company Seal)

# P R E   B I D   Q U E R Y F O R M A T

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

If, bidder, desiring to respond to RFP for "**Procurement of Servers and System Software's for Export-Import Bank of India**",

require any clarifications on the points mentioned in the RFP may communicate with EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online. Online Meeting details will be shared with interested bidders whose pre-bid queries received 2 days before pre bid meeting i.e. on or before June 22, 2021 11:00 AM) will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting.

| Audio Video AMC | BIDDER'S REQUEST FOR CLARIFICATION | |
|---|---|---|
| To be emailed to: | Paresh Patil<br>Paresh.p@eximbankindia.in<br>Deputy Manager – Information Technology Group<br><br>Mahesh Bhangale<br>Mahesh.b@eximbankindia.in<br>Chief Manager- Information Technology Group | |
| Name of Organisation submitting request | Name & position of person submitting request | Full formal address of the organisation including phone, fax and email points of contact |
| | | Email: |
| | | Tel/Mobile: |
| | | |
| Page Number: | Point Number: | Query description |
| | | |

Name and signature of authorised person issuing this.

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