



Tender

For

**Appointment of e-Tender and e- Reverse Auction Service Provider In
Export-Import Bank of India.**

Tender Reference No:

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GENERAL INFORMATION TO THE BIDDERS

1. Introduction: Export–Import Bank of India is the premier export finance institution in India, established in 1982 under Export-Import Bank of India Act 1981. Exim Bank is managed by a Board of Directors, which has representatives from the Government, Reserve Bank of India, Export Credit Guarantee Corporation of India, a financial institution, public sector banks, and the business community.

2. Name of Work: Appointment of e-Tender and e- Reverse Auction Service Provider In Export-Import Bank of India.

3. Assignment Objective: Exim bank is desirous for appointment of E-Tender Service Provider for conducting E-tendering and e-Reverse Auction services for various Maintenance Contracts, other Services procurement contracts and other miscellaneous items. Exim bank intends to avail e-Tendering service offered by Vendors/firms, who will provide all necessary assistance and logistics to Exim bank, including hosting and managing the e-Tendering events (tender /bids) through its e-Tendering portal.

4. Export-Import bank (Exim bank) invites sealed bids in two bid system (Technical & Financial Bid) from experienced and reputed agencies, Vendors/firms engaged in hosting and managing e-Tendering and e-Reverse Auction events (tender / bids/ auctions) through its e-Tendering portal having minimum of five year experience in the field, as per the terms specified here within:

5.

Sr .No	Type	Description
1	Name of Work	Appointment of e-Tender and e-Reverse Auction Service Provider In Export-Import Bank of India.
2	Pre Bid Meeting	16-05-2017
3	Last Date of Submission of Bids	18-05-2017 2:00 PM
4	Opening of Technical bids	18-05-2017 3:00 PM
5	Opening of Financial Bid	19-05-2017 12:00 PM

Tender documents can be downloaded from Exim bank website: <https://www.eximbankindia.in> .The bids received after last date and time will be rejected. Exim bank reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

6. Procedure for submission of bids: The bids shall be submitted as under:-a) Envelope-A: Marked with “Technical Bid” .The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre- qualification of bidders. Only relevant and to the point information/document should be furnished. Failure to provide any required information, may lead to rejection of the offer. The Bidders must read the tender document very carefully before signing on it. Technical formats and all other Annexures and relevant supporting documents including tender document duly signed and stamped with date on each page as token of acceptance of the terms & conditions should be enclosed.

7.b) Envelope-B: Marked with “Financial Bid” and should contain only Financial Bid formats duly signed and stamped with date by the authorized representative as token of acceptance of the terms & conditions. The fee/charges as given in the schedule have to be quoted in figures exclusive of taxes in the financial bid. The Bidder is required to check the price carefully and consider the expenditure associated with visit/stay and other incidental expenses for completion of the work before submitting the bid.

c) The Technical Bid and Financial Bid are to be submitted in a separate sealed covers and kept in another larger envelope duly sealed and super-scribed on top of all the envelopes 'Name of the Work'. The tenders are to be dropped in the tender box kept at Exim bank premises or Tenders needs to be send by Registered Post/Courier.

d) No Joint Venture/Consortia is allowed.

8. Presence during opening of bids: The bidders may depute their authorized representatives during opening of bids by issuing an authorization letter.

9. Bid Evaluation: During technical evaluation of the proposals, EXIM bank may ask the bidders for clarification, if any on their proposal. The bidders are required to respond within the time frame prescribed by EXIM bank.

10. Opening of Technical Bids:

11. Tool demonstration: Only Technically qualified bidder will be invited for their tool demonstration at Exim bank of India. If bidder fails to demonstrate all the necessary functionality shall deem to be disqualified. Date and time for tool demonstration will be informed separately.

12. Opening of Financial Bids: Financial bid will be opened to those bidder only who successfully demonstrated tool and has all necessary functionality and also are technically qualified. Exim's decision in this regard shall be final and binding. Exact date and time shall be communicated through official E-mail address given in the bid document.

13. Pre-bid queries: Pre-bid queries only be answered via email. No physical representation needs to be made in this regards.

14. Contact Person: In case of any query, you may contact any of the following official:

Mr. Mahesh Bhangale -mahesh.b@eximbankindia.in

Mr. Dharmendra Sachan -dharmendra@eximbankindia.in

15. Criteria for Pre- Qualification:

15.1 The bidder should have a company registered in India. The certificate of incorporation should be submitted.

15.2 The annual turnover of the bidder should be minimum Rs.20.00 crore in last three financial years (i.e. 2013-14, 2014-15 & 2015-16) as per the audited balance sheet available at the time of submission of tender. Bidder should submit audited Balance Sheet for the financial year 2013-14, 2014-15 & 2015-16.

15.3 The Bidder should have a minimum experience of five years in the area of e-Tendering (e-Procurement, Reverse Auction & Forward Auction) for Government/PSUs/PSBs in India and should have conducted at least 50 e-procurement and 50 reverse / forward auction events in last two financial years (i.e. 2014-15 & 2015-16) (Documentary Proof should be attached with the Technical bid).

15.4 The bidder should have ISO: 9001 and ISO: 27001 certificate for conducting E-Reverse Auction & e-procurement activities (Recent Copy of Certificate should be Attached showing the validity period).

15.5 The e-procurement & e-Reverse Auction solution proposed by the bidder and related system should conform to the requirements of CVC guidelines, Central Govt. Guidelines, STQC Certified (Bidder should give declaration to this effect & recent copy of certificate should be attached with technical bid showing the validity period).

15.6 The e-Procurement & e-Reverse Auction service provider must be at least Capability Maturity

Model Integration (CMMI) level 3 company.

15.7 Bidder must have office in Mumbai.

15.8 Offers of Bidders who are black-listed by any PSU/Govt. Department /PSU Banks/ or otherwise shall not be considered/accepted.

SCOPE OF WORK

1. Scope of Work / Service / Engagement: The scope of the work/service/engagement of firm shall be in accordance as under. The firm does not have any role in the settlement of commercial transactions after the event. Firm will, however, remain responsible for maintaining adequate security and control at the hosting site as also at the network level so as to ensure confidentiality of the transactions, restriction of access only to the authorized users, maintenance of auditable / verifiable logs of all bids etc. And their acceptance / rejection in a transparent and orderly manner.

2. Selected bidders/firm shall conduct Online tendering process for Exim bank. Selected firm shall work closely with working team members of Exim bank for preparation of guideline for bidder(s), hosting, managing and smooth execution of e-Tender/s. Any type of Newspaper and other notification will be the responsibility of Exim bank. As part of this contract the following will be performed by firm.

3. E-Tender Service Provider is to be provided an internet-based E-Tendering System (ETS) on The following basis:

- a) The ETS shall be provided on an ASP (Application Service Provider) basis.
- b) The ETS contain all features and functionality related to e-Tendering as specified in Functional Specifications Document described herewith.
- c) Firm shall customize and configure its ETS as per the reasonable requirements of Exim bank provided always that they shall be consistent with the scope and limitations of the Offer.
- d) Firm shall provide integration of its ETS with third party service providers such as Payments Gateway Providers, Digital Certification Providers, etc. As recommended by firm and approved by Exim Bank.
- e) Firm shall ensure adequate hosting server capacity, related software, and internet connectivity in association with an appropriate Internet Service Provider for the hosting.
- f) Firm shall operate and maintain the complete hardware and software system for the ETS on a 24 x 7 'round the clock' basis subject to scheduled maintenance downtime.
- g) Firm shall provide such system data and reports as may reasonably be required by Exim bank.
- h) Subject to adequate notice as defined herein Firm shall add or modify features and Rules of the ETS as reasonably required by Exim bank from time to time provided always that they shall be consistent with the scope and limitations of the offer.
- I) Firm shall provide training for Exim bank users and their bidders/Contractors.
- j) Firm shall provide telephone and, when necessary on-site troubleshooting support.

4. Functional Specifications of proposed e-Tendering Solution

System Overview

The application is intended to invite and accept online tender/ quotations for Exim bank Limited.

- Major functions performed by the system

User Registration

As a part of the Bidders/supplier registration process the Suppliers or Bidders/Contractors interested in doing business with Exim bank create a User ID and Password over the System. All registered bidders/suppliers will be allowed to participate in the OPEN tenders issued over the system. The users need to have a valid Email ID, Mobile Number and Digital Certificate.

Tender Preparation

This section provides us information on tender creation. User having tender preparation privilege will be able to create new tenders in the system. The system has predefined NORMS which are specific to tender types. A user has to select the specific NORM for creation of the tender.

Tender Authorization and Publishing

Tender Authorization is the process of finalization of the tender created in the system. Authorizer is required to have a Digital Certificate for finalization and publishing of tender. Once a tender is authorized, it is available for the interested bidders to download and respond.

Publishing of Corrigendum's and Amendments

Allowing the authorized user to Upload Corrigendum's, Amendments, prebid Clarifications and revise timelines.

Sale and issuance of Tender Documents and Downloads

As a part of the Bidders/supplier registration process, the Suppliers or Bidders/Contractors interested in doing business with Exim bank create a User ID and Password over the System. All registered suppliers will be allowed to participate in the OPEN tenders issued over the system. The users need to have a valid Email ID, Mobile Number and Digital Certificate.

Bid Preparation and Submission

In this stage the interested bidders prepare their Bids Online and store in secured format. In this stage the bidders only submit the BID HASH Values. The data is encrypted using the bidders Digital Certificate and hence lies in the bidders control. In the Bid Submission stage, the Bidder transfers the control of Bid data to the department in a secured manner so that at the time of tender opening the data can be opened using Department officer's certificate.

Tender Closing, Opening and Evaluation

In the tender closing stage the department closes the tender which is equivalent to closing of tender box and generates Super Hash values. These Values are made public to all bidders / applicants. Now no new bidders will be able to participate in the tender or will be able to edit their bids. No extension of Bid Preparation deadlines is possible. The application allows online secured opening and evaluation of the Bid Responses submitted by the bidder. The Evaluator can provide comments and results of evaluation against individual evaluation criteria.

MIS and Reports.

The System allows generation of Audit, Evaluation and MIS reports.

System Users

Buyer Side: - Administrator, Tender Preparer, Tender Authorizer, Closing and Opening Authority, Committee Members

Bidders/Supplier Side – Bidders/Suppliers Prerequisites for Usage Latest Version of Java Run Time Environment
PDF Reader, Firefox / Internet Explorer.

Expected facilities for e-Tender / Auction

- a) Creation of Tender document online
- b) Cancel/Re-invite Tender
- c) Approve Tender online
- d) Create Bidding formats
- e) Mapping the selected business rules on to the online bidding package.
- f) Centralized Registration of Vendors/ Contractors
- g) Uploading of Tenders
- h) Downloading of Tenders by prospective Vendors
- i) Pre-Bid Queries
- j) Facility for online Pre-Bid Meetings
- k) Publish Minutes of Pre-Bid Meeting
- l) Publish replies to the Pre-Bid Queries
- m) Submit Bids Online
- n) Upload attachments to Tender
- o) Technical Evaluation
- p) Commercial Bid / indicative commercial Opening
- q) Commercial evaluation

TERMS & CONDITIONS OF THE CONTRACT

1. Downloading Bid document from the website

The Bidder may download Tender Document along with terms and conditions from Exim bank website:
<https://www.eximbankindia.in>

2. Clarification on Bids

To assist in the examination, evaluation and comparison of the technical bids, Exim bank may, at its discretion, ask the Bidder for a clarification on its Bid. No. If required, Exim bank reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

4. Execution of Contract Agreement

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent /work order by Exim bank. The Bidder shall submit an unqualified acceptance to the Letter of Intent/Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.100/- within 15 days from the date of issue of LOI/Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the bidder. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any

5. Abnormal Rates

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it

will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

6. Acceptance / Rejection of Bid:

- a) Exim bank also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of Exim bank regarding the same shall be final and conclusive.
- b) Exim bank does not bind itself to accept the lowest tender.

7. Representation:

Either Party represents and warrants that it has all requisite power and authorization to enter into and perform agreement. The parties to the agreement are Exim bank and Firm and all references to (name of Firm's portal) in all future correspondence shall mean Firm Name.

8. Fees, Charges and Cost:

Vendors/Firms shall be entitled to get service fees as per the fee rates described in its Financial Bids/Offer Annexure ("the Service Fees").

9. Before submission your bids, you have to ensure to Exim bank that you/your firm is having professional team for providing e-Tendering service.

10. Payment Terms: 100% of the fees will be payable by Exim bank on receipt of appropriate invoices from firm, after successfully conducting the e-Tendering event.

11. Income tax and other taxes and surcharge at source, as applicable will be deducted from your payments at the prevailing rates.

12. Training

- a) Firm shall ensure online trainings of 3 personnel or less as decided by Exim bank at each site as well as one representative of each eligible bidders by the certified and trained engineers/personnel of your Firm on the E-Tendering System used for conducting online e tendering.
- b) The details of the training are to be provided by Firm and shall be subject to evaluation by Exim bank to ensure that all the various components of the system are covered in the training by Firm.
- c) No charges will be payable by Exim bank for the training.

16. Validity of Contract / Agreement:

a) The Contract will be initially for a period of Three years with a provision of two year extension subject to evaluation of the performance of service provider by Exim bank before end of third year contract. In case, the contract is renewed for further 2 year, the rates will be increased 10% of the rates quoted by the bidders. However, all other terms and conditions will remain unchanged. The performance of the service provider/Contractor may be evaluated every year on a continuous basis and the extension /renewal of contract will be based on performance evaluated by Exim bank.

b) Each party has the right to terminate this arrangement contemplated by this engagement by giving three months' notice to the other party.

c) Exim bank can enter into similar arrangement with other service providers.

17. Assignment

This agreement shall ensure to the benefit of each of the Parties and their respective successors and neither party

shall otherwise assign the benefit or burden of this agreement to any others, without the previous written consent of the other party.

18. Cancellation of Contract in Full or in Part Exim bank at its sole discretion can terminate the contract at any time during the period of contract, If the Service provider:

- a) At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the Exim bank Ltd.; or
- b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the Exim bank Ltd.; or
- c) Fails to yearly performance evaluation of the service provider/contractor by Exim bank; or
- d) Violates any of the terms and conditions stipulated in the agreement/tender document.

19. Confidentiality

The Firm shall treat as confidential any or all information obtained from the other pursuant to agreement and shall not divulge such information to any person (except to such party's employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already in public knowledge or becomes so at future date (otherwise than as a result of breach of this clause). Receiving Party shall execute / get executed appropriate written agreements with its employees and consultants to comply with the provisions of agreement. The forgoing obligations as to confidentiality shall survive any termination of agreement.

21. Force Majeure

Neither party shall be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) Acts of God, Acts of the State, strikes, lockouts, fire, lightning, air, accidents, explosions, riots, civil commotion, Acts of War, etc.

TENDER FORMS

Annexure-1

BIDDER INFORMATION

Date:

S. No.	Particulars/Details	
1	Name of the Bidders/ Firm	
2	Communication Address	
3	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
4	Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
5	ESI Number & DATE (Valid ESI code required)	
6	PAN	
7	TIN No.	
8	VAT No.	
9	Company Registration No.	
10	Service Tax Registration No.	
11	Income Tax Return for last 3 years.	
12	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
13	Particular of Earnest Money Deposit (EMD)	
	Amount	
	(DD/PO) No.	
	Date	
	Name of the Bank	
14	The bidder should have Annual Turnover at least 20 crores in last 3 year ending March, 31st 2016.	

15	Furnish the names with address & telephone nos. of three responsible persons who will be in a position to certify about the services/quality as well as the past Performance of your organization.	
16	Whether you accept all the terms and conditions of the tender; Yes/No	

(Fill up the above table & Enclose legible copies of the supporting documents)

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Annexure-2

A. Details of Similar Experience: Details of hosting and managing the e-Tendering and e- Reverse Auction events (tender/bids) through its e-Tendering portal during the last 5 years.

Sr.No	Name &Address of the client, Concerned Person and contact/Mobile No	Name and Location of work	Value of Work(In lakh)	Contract Period (from__To_ __)	Completion/Performance Certificate enclosed 'Yes' or 'No'	Any other information you would like to give

B. Financial Capability: Annual Turn Over of the bidder during the last 3 years.

Sr.No	Financial Year	Turnover (Rs. in Crore)
1	2013-14	
2	2014-15	
3	2015-16	

(Fill up the above table and Enclose copy of Turn over certificates, profit/loss statement certified by any Chartered Accountant.)

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Annexure-3(Price bid Form)

Dated:

Export-Import Bank Of India

Re: Appointment of e-Tender and e- Reverse Auction Service Provider In Export-Import Bank of India.

Dear Sir,

This is with reference to Tender No. dated o the above subject. After reading above documents, Amendments /Clarifications / Corrigendum /Erra etc. issued in respect of tender document by Exim Bank, your requirement, scope of work and after discussions, we have understood them fully and we accept all the terms and conditions mentioned therein. We quote our service fee / professional fee as under:

A) Price bid

Sr	Description	Amount (Per instance)
1	Tender Processing Charges for complete E-Tender process (under Two bid system i.e. Technical and Financial) including Training Session, to and fro charges Per Tender of Exim Bank.	
2	Reverse auction charges.(Per instance)	
3	E-Tender +e-Reverse Auction	

B) Price bid

Sr.	Description	Amount
1	Initial Implementation and domain creation charges	
2	Payment gateway integration	

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal

Note:

1. Evaluation of financial bid shall be based on A+B quotations by bidder.
2. Service Tax/VAT are to be paid extra.
3. Submission in any other format may result in cancellation of the offer.