

Date: May 31, 2024

CORRIGENDUM No. 2: RESPONSE TO PRE-BID MEETING QUERIES FOR THE E-TENDER FOR REGULATORY COMPLIANCE MANAGEMENT INFORMATION SYSTEM (RCMIS) FOR EXIM (REF.NO: GEM/2024/B/4939933).

Please refer to the E-Tender reference no. GEM/2024/B/4939933 for RCMIS for the Export-Import Bank of India. The pre-bid meeting was conducted on May 27, 2024, at 11 a.m. at the Exim Bank Head Office. The bidders are advised to consider the following amendments and corrigenda subsequent to the pre-bid meeting discussion before submitting their bids against this tender.

The details are as follows:

SrNo	Page No	Existing Clause	Revised Clause / Clarification
1	41	3.2. PART I – Bidder Evaluation: iii. The bidder should have its own office in Mumbai. The bidder will have to submit address and contact details of office in Mumbai. Clarification Sought: Can you provide a relaxation that the office should be in India. Or can we propose our local partner.	Not acceptable. For prompt technical, functional, and physical support to the Bank, the bidder needs to have an office in Mumbai. Based on RFP criteria, the bidder may submit a bid through its partner from Mumbai.
2	41	3.2. PART I – Bidder Evaluation: The bidder or its consortium partner should fulfill one of the following criteria in respect of past experience of having successfully completed similar projects in India in the offered solutions over the last five years including current FY 2024-25.	Not acceptable. 1. Exim Bank is automating the RBI and SEBI regulatory compliance management information systems. To factor in the Indian perspective, the Bank is seeking experienced service providers with implementation experience of RBI and SEBI regulations, in entities in India.



		<p>A. Three similar completed or ongoing works costing not less than the amount equal to Rs.40 Lakh in BFSI sector/ Insurance/ NBFC/ Statutory Body/Regulator body.</p> <p>OR</p> <p>B. Five similar completed or ongoing works costing not less than the amount equal to Rs. 15 Lakh in BFSI sector/ Insurance/ NBFC/ Statutory Body/Regulator Body.</p> <p>Clarification Sought:</p> <ul style="list-style-type: none"> • Can we include global references as well. • Please exempt MSME from Experience criteria. 	<p>2. For MSME bidders, experience criteria are relaxed as below.</p> <p>A. One similar completed or ongoing works costing not less than the amount equal to Rs.40 Lakh in BFSI sector/ Insurance/ NBFC/Statutory Body/Regulator body.</p> <p>OR</p> <p>B. Three similar completed or ongoing works costing not less than the amount equal to Rs. 15 Lakh in BFSI sector/ Insurance/ NBFC/ Statutory Body/Regulator Body</p>
3	42	<p>3.2. PART I – Bidder Evaluation:</p> <p>The bidder should have been a CMM Level 3 or above certified company.</p> <p>Clarification Sought:</p> <p>Can ISO certifications like ISO 9001 or 27001 be included as they are equivalent standards accepted across industries.</p>	<p>Not acceptable.</p> <p>The Bank is looking at organizational-level capability and maturity model integration (CMMI), which is a comprehensive model of best practices. CMMI focuses more on organization maturity and project management processes, whereas ISO focuses more on generic aspects, and ISO 27001 is mainly for information security and cyber security.</p>
4	42	<p>3.2. PART I – Bidder Evaluation:</p> <p>The bidder should have minimum 50 employees on payroll.</p> <p>Clarification Sought:</p>	<p>Not acceptable.</p> <p>As per GOI guidelines, MSME and Make In India (MII) relaxations are provided in GeM portal.</p> <p>For MSME relaxation, MSME certificate must be uploaded on GeM</p>



		Can this be modified to a minimum of 20 employees on payroll so that SME can also participate in the bid.	portal. MII relaxation, self-declaration to be uploaded.
5	82	<p>Appendix IV: Functional and Technical Specifications.</p> <p>Compliance Certificate library to store all generated certificates.</p> <p>Clarification Sought: Please elaborate what is expected from the library.</p>	<p>Requirement explained under Scope of work under General Requirements, Point No. 6.</p> <p>The Compliance Certificate library is a repository of all compliance certificates generated by users/stakeholders through the RCMIS.</p>
6	20	<p>1.7.2 Venue & Deadline for Submission of Proposals</p> <p>Proposals, in its complete form in all respects as specified in the RFP, must be submitted at GEM Portal as per section 1.6.3. (c). The physical copy of EMD shall be sent to EXIM at the address specified at Sr. No. 8 of clause 1.1 on or before the date mentioned at Sr. No. 9 of clause 1.1</p> <p>Clarification Sought: Is it mandatory to register for the RCMIS/automated tool on the GEM portal? As per internal risk and conflict guidelines, it is not permissible to register our compliance solution.</p>	It is not mandatory to register your product on the GeM portal. The tender is under Custom Bid.
7	29	<p>Scope of Project</p> <p>The objective of this project is to digitise the process of monitoring compliance with all the applicable RBI and SEBI regulatory rules applicable to EXIM.</p> <p>Clarification Sought: We understand that applicable RBI and SEBI regulatory rules/ laws are in-scope. Please confirm if other categories of law such as EHS, IT, Taxation, Labour, Employment, etc. will be excluded from the scope.</p>	<p>Presently, the Bank is required to automate RBI and SEBI regulations applicable to Exim Bank.</p> <p>The Bank may require other applicable regulations, such as EHS, IT, taxation, employment, etc., which may shall be taken up in future.</p> <p>The proposed RCMIS application should have the facility to create a task list for the overseas offices/branch or any other</p>



			stakeholder to respond with supporting documents (if any).
8	29	<p>2.1.2.8 Envisaged Benefits Real-time Dashboards, Reports and Alerts</p> <p>Clarification Sought: Regulatory update alerts will be shared on T+2 basis</p>	<p>Accepted.</p> <p>The proposed application should provide real-time dashboards, reports, and alerts from the RCMIS database.</p> <p>The T+2 regulatory update is acceptable.</p>
9	31	<p>2.2.a.10 Scope of Work Risk categorization (based on internal prescriptions) of compliance Testing Points (CTP) to be defined in module.</p> <p>Clarification Sought: We have a high, medium, and low risk categorization attached to each compliance obligation based on the penalty, importance of compliance, and other factors. Please explain if the understanding of risk categorization mentioned in this point is additional to the above definition.</p>	<p>Understanding is correct.</p> <p>The Compliance Department/Group can test the Compliance Action Points (CAP) or obligations submitted by the stakeholders in the RCMIS application based on the Bank's internal prescriptions/Manual in the Compliance Testing module.</p>
10	32	<p>2.2.a.d.3, 4 Product Overview 3.The solution provider should also configure and provide support for DR and BCP for the proposed solution.</p> <p>4.The bidder is expected to prepare and submit a written Disaster Recovery Plan as a standard deliverable for the project.</p> <p>Clarification Sought:</p> <p>The application is hosted as on-prem solution and Exim Bank should take care of BCP and DR.</p>	<p>Accepted.</p> <p>Exim Bank will take care of BCP and DR. Hence, these clauses are not applicable.</p>



11	32	<p>2.2.B.1 Deployment/ Installation and Configuration</p> <p>EXIM's will provide necessary hardware/servers/VMs, networking equipment (such as switches, firewalls, routers, etc.), storage facility, backup and restoration facility required for the implementation.</p> <p>Clarification Sought: Does EXIM have MS Azure Cloud availability for DCM deployment?</p>	<p>The application has to be hosted on an on-premises server, not on Cloud infrastructure.</p> <p>Exim Bank will provide:</p> <ul style="list-style-type: none"> ➤ Hardware Infrastructure ➤ OS : MS Server 2022 ➤ DB : MS SQL Server 2022 ➤ SSL certificate <p>The proposed RCMIS solution shall be compatible with TLS 1.3</p>
12	35	<p>2.2.D Security Audits and Assessments:</p> <p>xiv. The bidder should allow for regular security audits and assessments by independent third-party entities.</p> <p>xv. The results of these audits must be shared with the Bank to ensure the ongoing security of the software.</p> <p>Clarification Sought: As per our risk guidelines, third-party audits are not allowed.</p>	<p>Not Accepted.</p> <p>Rights to Audit for the proposed RCMIS application is required for vendor risk assessment.</p>
13	51	<p>4.6.g Service Level Agreement</p> <p>All the components of the Regulatory Compliance Management Information System (RCMIS) should be of commercially licensed version with unlimited incident support with L1, L2, L3 level technical support (Email, Web & Telephonic) directly from original OEM. The support should be available 24x7x365 with unlimited software updates and upgrades during the complete tenure of the agreement without any additional cost, during the validity of the agreement.</p> <p>Clarification Sought:</p>	<p>Accepted (The support window is modified as follows)</p> <p>“All the components of the Regulatory Compliance Management Information System (RCMIS) should be of commercially licensed version with unlimited incident support with L1, L2, L3 level technical support (Email, Web & Telephonic) directly from original OEM. The support should be available from Monday to Saturday from 10.00 AM to 7.00 PM with unlimited software updates and upgrades during the complete tenure of the agreement</p>



		Given that the software is a non-business transaction and non-critical, typically used by the bank during business hours, we propose modifying the support clause to include a support window of Monday to Friday, from 9.30 a.m. to 6.00 p.m.	without any additional cost, during the validity of the agreement. “ .
14	31	<p>2.2 Scope Of Work</p> <p>The service provider shall provide online support for all technical (including usage, issues to users, software support, and software updates/patches and up gradation etc.) as well as compliance/legal queries within the specified TAT defined in discussion with EXIM representative.</p> <p>Clarification Sought:</p> <p>As part of AMC, is the expectation to provide advisory services as well when we mention online support for compliance or legal queries?</p>	<p>Advisory service is not required.</p> <p>During contract/warranty period, the service provider has to provide following services:</p> <ul style="list-style-type: none"> ➤ Latest RBI/SEBI circular with actionable points within T+2 delivery time. ➤ RCMIS technical support. ➤ Content updation in RCMIS on regular basis. ➤ Training to Exim staff. ➤ IT and Security related bug fixes (if any). ➤ Audit finding resolution. ➤ Latest software updates, software patches, reports and software functionality enhancements (if any).
15	31	<p>2.2 Scope of Work</p> <p>Customize reports and dashboard as needed for enhanced usability.</p> <p>Clarification Sought:</p> <p>Request the bank to please clarify that until what time and extent will the bidder be expected to provide custom reports?</p>	<p>All the requirements till User Acceptance Test (UAT) can be considered as part of the Scope Of Work.</p> <p>Except for minor adjustments and changes, all further requests made after UAT will be treated as Change Requests (CR), with a mutually agreed-upon cost</p>



		<p>Can the bank agree that all expectations until UAT acceptance will be considered as part of the scope of work?</p> <p>Additional requests post-UAT acceptance within the period of the contract can be treated as change requests.</p>	<p>determined by the requirements, complexity, and man-hours involved.</p>
16	48	<p>4.2 Delivery Schedule</p> <p>Delivery of RCMIS Software RCMIS implementation, Bug fixing and Go-Live: On-Premises Hosting</p> <p>Clarification Sought:</p> <p>Practical difficulty to implement and Go-Live RCMIS within 30 days for RBI and SEBI regulations. Request Bank to consider phase wise implementation within 8 to 9 weeks.</p>	<p>Agreed to implement phase wise implementation. The timeline can be mutually discussed and agreed upon.</p> <p>Implement RBI regulations on first priority.</p>
17	112	<p>Annexure B – Service Level Agreement</p> <p>Based on our experience the nature of this software is not business critical and does not have a bearing on client facing activity. Further, the number of users that are intended to use this Application shall be limited. Hence the SLA criteria specified appears to be stringent. Would request you to re-look at the parameters specified.</p> <p>Clarification Sought:</p> <p>SLA parameters are to be reviewed post award of contract.</p>	<p>The SLA parameters can be mutually discussed between the successful bidder and the Bank and agreed upon, post opening of price-bid.</p>
18	4	<p>GeM Bid Document, 1 Generic Option Clause.</p> <p>OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity</p>	<p>Accepted</p> <p>This clause is a standard clause in the GeM portal and is not mentioned in the tender document.</p>



		<p>at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.</p> <p>Clarification Sought: Request Bank to check the applicability of this clause in GeM.</p>	<p>The Bank is purchasing RCMIS software and its implementation only. Hence, this clause is not applicable.</p>
19	22	<p>1.8.6 Format and Signing of Bid</p> <p>The original Bids shall be typed in a clear typeface. Each tender/RFP response shall be made in the legal name of the Bidder and shall be digitally signed by the Bidder, or a person duly authorized to sign on behalf of The bidder. Wherever certification or undertaking is submitted, the Bidder shall affix digital signature, name, title/designation of the authorized person. The Bidder's signature shall be deemed to imply unqualified acceptance of the Terms and Conditions of RFP.</p> <p>Clarification Sought: We would request the bank clarify if only digital signatures are permitted or if duly authorised personnel can also use the physical signature along with the stamp and seal of the company.</p>	<p>Bids can either be digitally or physically signed by the authorised signatory of the bidder. In case of physical signature, the bidder needs to affix the company seal and company stamp.</p>
20	33	<p>2.2.D System Security</p> <p>vi. Multi-factor authentication mechanisms should be implemented if the software is accessible outside the Bank's network.</p> <p>Clarification Sought: Is the application expected to be hosted over the intranet or internet?</p>	<p>The application is to be hosted as an on-premises solution. However, the application should be accessible over the internet. Hence, multi-factor authentication is mandatory.</p>



21	33	<p>2.2.B. Deployment/Installation Configuration.</p> <p>The user details for calculating the sizing. 1 London Office.</p> <p>Clarification Sought:</p> <p>Is the bidder also expected to consider regulations applicable to the London office as well? If yes, request that the bank please clarify the applicable regulator, rules, and statutes on the same.</p>	<p>Only RBI and SEBI- related regulations are to be mapped for all the offices of Exim Bank, both in India and overseas, including London branch.</p> <p>The proposed RCMIS application should have the facility to create a task list for the overseas offices/branch or any other stakeholder to respond with supporting documents (if any).</p>
22	9	<p>Bid Submission Date</p> <p>Kindly consider providing an extension of 10-15 days to the bidder for submitting the proposal.</p>	<p>Not Accepted</p> <p>According to the RBI circular dated January 31, 2024, the RCMIS would be implemented by June 30, 2024. Therefore, no additional extension will be granted, provided enough bids are received by June 04, 2024.</p>
23	12	<p>MODE OF TENDER: e-Tender System (GEM Portal)</p> <p>The intending bidders are required to submit their offers electronically through GEM portal. Physical tenders shall not be acceptable.</p>	<p>The intending bidders are required to submit their offers electronically through GeM portal. Physical tenders shall not be acceptable. If EMD is in the form of Bank Guarantee then submit the original at Exim Bank, Head Office, Mumbai.</p>
24	114	<p>Clause 12.38 Termination.</p> <p>a. It is agreed, without prejudice to any other remedy available in case of default on the part of either Party in the performance of this Agreement or in the discharge of any contractual obligations arising out of this Agreement, that either Party may terminate this Agreement if the other Party commits substantial breach of its obligations including but not limited to payment and such breach is not corrected within 30 (thirty) days from the date of receipt, by the defaulting Party, of a written notice of intended termination from the other Party, provided however that this period</p>	<p>Agreed. Revised clause must read as:</p> <p>a. It is agreed, without prejudice to any other remedy available in case of default on the part of either Party in the performance of this Agreement or in the discharge of any contractual obligations arising out of this Agreement, that either Party may terminate this Agreement if the other Party commits substantial breach of its obligations including but not limited to payment and such breach is not corrected within 30 (thirty) days from the date of receipt, by the defaulting Party, of a written notice</p>



		<p>may be extended for an additional period of 30 (thirty) days, if the defaulting Party, has taken necessary steps to cure such breach under advice to the other Party.</p> <p>Clarification Sought: Request to add NW clause along with this clause as mentioned below.</p> <p>Notwithstanding anything contained in this clause Bidder may terminate the Agreement by a written notice to Client if Bidder determines that a law, regulation or anything having a similar import, or a circumstance makes Bidder's performance of the Agreement impermissible or in conflict with independence or professional rules applicable to Bidder.</p>	<p>of intended termination from the other Party, provided however that this period may be extended for an additional period of 30 (thirty) days, if the defaulting Party, has taken necessary steps to cure such breach under advice to the other Party. Notwithstanding anything contained in this clause Bidder may terminate the Agreement by a written notice to Client if Bidder determines that a law, regulation, or anything having a similar import, or a circumstance makes Bidder's performance of the Agreement impermissible or in conflict with independence or professional rules applicable to Bidder.</p>
25	127	<p>Clause 6 : Return of Confidential Information.</p> <p>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, abstracts, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of the notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations outlined in this agreement.</p> <p>Clarification Sought: Request to add NW clause along with this clause as mentioned below.</p> <p>Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information reasonably required to be retained in accordance with law, regulation, professional standards and standard archival processes.</p>	<p>Agreed. Revised clause must read as:</p> <p>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, abstracts, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of the notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations outlined in this agreement. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information reasonably required to be retained in accordance with law, regulation, professional standards and standard archival processes.</p>



26	111	<p>12.30 Limitation of Liability</p> <p>ii. Notwithstanding anything contained in this Agreement the total cumulative liability of either party arising from or relating to this Contract shall not exceed the total amount paid to the Solution Provider by EXIM under this Agreement (excluding the taxes, reimbursements etc.) during the 12 months prior to the claim date that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement.</p> <p>Clarification Sought: Request to add NW clause along with this clause as mentioned below.</p> <p>Notwithstanding anything contained herein the liability for willful misconduct shall not exceed the fees paid by Client to the Bidder.</p>	<p>Revised clause must read as:</p> <p>ii. Notwithstanding anything contained in this Agreement the total cumulative liability of either party arising from or relating to this Contract shall not exceed the total amount paid to the Solution Provider by EXIM under this Agreement (excluding the taxes, reimbursements etc.) during the 12 months prior to the claim date that gives rise to such liability (as of the date the liability arose); provided, however, that this limitation shall not apply to any liability for damages arising from (a) willful misconduct or (b) indemnification against third party claims for infringement. Notwithstanding anything contained herein the total liability shall not exceed the total cost quoted in e-tender.</p>
27	98	<p>12.20 Insurance</p> <p>a. The Solution Provider shall fully insure each and every goods or products supplied under the total solution against all risks including terrorism, riots and civil commotion, up to the point of installation or up to 30 days from actual delivery date, whichever is earlier, with an insurance company/corporation.</p> <p>b. The goods supplied under this Agreement shall be fully insured in Indian Rupees naming EXIM as the beneficiary. The Solution Provider shall submit insurance documents along with the delivery of corresponding products to EXIM.</p> <p>c. In case of any loss or damage occurs, the Solution Provider should be responsible for initiating and pursuing claims and settlement and simultaneously also make arrangements</p>	<p>Accepted.</p> <p>Clause 12.20 (Insurance) Page no. 98 is not applicable.</p>



		<p>for repair and/or replacement of any damaged item/s.</p> <p>d. The sum assured shall be 125% of the goods supplied.</p> <p>Clarification Sought: Request to remove this clause.</p>	
28	88	<p>12. Appendix VII :Draft Master Service Agreement (MSA)</p> <p>Clarification Sought: We sign the Engagement Letter (EL), which is inclusive of all the clauses embedded in the MSA.</p>	Not Acceptable.
29	101	<p>12.24 Representation and Warranties</p> <p>Clarification Sought: Kindly reduce the warranty period from 1 year.</p>	Not Acceptable.
30	19	<p>1.6.3 Submission of Proposals/ Guidelines for Bidders</p> <p>m. Prices quoted should be exclusive of GST. The taxes will be payable at applicable rates at the time of raising the invoice.</p> <p>Clarification Sought: Price quoted as per GeM is inclusive of GST.</p>	As per the GeM portal, all prices should be quoted as inclusive of GST.
31	32	<p>B. Deployment/ Installation and Configuration.</p>	Agreed.



		Clarification Sought: Bank has to provide, Servers, Operating System MS Server 2022, Database MS SQL 2022, SSL Certificate and DNS entry.	The bank will provide servers, OS, DB, and SSL certificates. Also, the Bank's IT team will configure integration of RCMIS with SOC, DAM, and other internal applications on need basis. The RCMIS software vendor has to provide details of their application (if any required) to the bank's IT team.
--	--	--	---

All other terms and conditions of the tender document will remain unchanged. The tender document and corrigendum are available on our website <https://www.eximbankindia.in>

Sd/-

Ms. Manjiri Bhalerao
CGM & CCO