



E-Tender for

Procurement of Board Meeting Portal Solution

For

Export-Import Bank of India

E-Tender Reference No: EXIM/RFP/2019-20/003

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

Mumbai – 400 005

### GENERAL TENDER DETAILS

Tender Document for	<b>Procurement of Board Meeting Portal Solution</b>
Tender Reference No.	<b>EXIM/RFP/2019-20/003</b>
Tender Document Cost.	<b>₹2,000/- (Non-refundable)</b> (Demand Draft (DD) in favour of “ <b>Export-Import Bank of India</b> ” payable at Mumbai.
EMD Amount	<b>₹1,00,000/-</b> (Demand Draft (DD) in favour of “ <b>Export-Import Bank of India</b> ” payable at Mumbai.
Last date for acceptance of E-Tender Document Cost, IP Agreement, Tender Cost.	25-April-2019 04:00 PM.
Place of Submission of DD and IP Agreement original document.	Export Import Bank of India, Center One Building, 21 <sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	09-April-2019 06:30 PM
Document Downloading Start Date	09-April-2019 06:30 PM
Document Downloading End Date	30-April-2019 01:00 PM
Tender Clarification End Date (Pre- Bid Meeting) / Product Presentation to the Bank.	22-April-2019, 3.00 PM Location: Exim Bank, Head Office, Mumbai. (All queries will be answered during pre-bid)
Last Date and Time For Submission	30-April-2019 04:00 PM
Opening Of Tender	30-April-2019 05:00 PM
Address for communication	As above Ph. 022-22172600, Ext: - 2410 E-Mail: dharmendra@eximbankindia.in
Place of Receipt of E-Tender	<a href="https://eximbankindiatenders.procuretiger.com">https://eximbankindiatenders.procuretiger.com</a>

**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  
Phone: +91 (79) 40230 813/14/16/18/03  
Fax: +91 (79) 40230847

**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.

Sr. No.	Particulars	Details
1. Name of the Firm		
2. Name of the Proprietor, Partners/Directors		
A (Mobile No.)		
B (Mobile No.)		
3. Office TelephoneNos.		
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. GSTNo.		

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

**Date:**

**Place:**

**Note:**

Please upload scanned copies of Certificates for S.No.7,8,10,11

## **1. 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.

Established by the Government of India, we commenced operations in 1982 under the Export-Import Bank of India Act, 1981 as a purveyor of export credit, mirroring global Export Credit Agencies. With our rich pedigree, today we serve as a growth engine for industries and SMEs through a wide range of products and services. This includes import of technology and export product development, export production, export marketing, pre-shipment and post-shipment and overseas investment. In a rapidly shifting financial landscape, we are a catalyst and key player in the promotion of cross border trade and investment. By instilling a powerful culture of innovation and foresight, we help India maximize its potential, meet, and exceed its vision.

Export-Import Bank of India has taken several IT initiatives to keep pace with changing technology. Bank has Computerized 100% of its offices and has implemented a Centralized Banking Solution (CBS) with Data Centre at Mumbai and Disaster Recovery Site at Bengaluru. The centralized Banking Solution covers all 9 Domestic offices, which are connected to the Data Centre through a Wide Area Network (MPLS).

In addition, The Bank is using Office 365 for e-mail communication and SharePoint framework for intranet application and other internal workflow automations. Applications from multiple vendors for different internal requirements of the Bank are also in use. The Operating Systems used in Different applications include different flavors of UNIX like AIX, Linux etc., and flavors of Windows. The Databases include Oracle, MySQL, Microsoft SQL Server, Access etc. Bank's Network Integrator maintains the Enterprise Wide Network and the security measures are enforced at various levels (Application Level Security, Network Level Security, Database Level Security, OS Level Security, Access Level Controls, and Physical Security etc.). All these measures are in congruence with the Bank's Information Security Policy, Business Continuity & Disaster Recovery Plans & various other regulatory compliances.

## **2. Background and Purpose of the Project**

The Exim Bank has 9 regional offices across India, and Head office at Mumbai. The regional office location address is mentioned below for ready reference. All regional offices and London branch are interconnected via Wide Area Network (MPLS connectivity). Also, the Bank has a branch office at London and is connected to HO via International MPLS Line. Apart from these, Bank has 8 overseas offices (standalone).

The Bank desires to implement a Board Meeting Solution. The aim of this project is to design, implement and maintain the Board Meeting, Accounts Committee Meeting, Management Committee Meeting and other high level meetings of the Bank on a Bank's cloud server or on premises server.

The Bank is inviting all qualified bidders to participate in this e-tender as per eligibility criteria and scope of work mentioned. This RFP is not an offer by the Bank, but an invitation to receive responses from the Bidders. No contractual obligation shall arise from the RFP process unless and until a formal contract is signed and executed by the duly authorized official(s) of the Bank with the selected Bidder.

The Bank shall enter into a mutually agreeable contract with the Successful Bidder. The RFP will be a part of the contract.

### **Exim Bank Office Addresses under this Project:**

<b>Sr.No</b>	<b>Location</b>	<b>Office Address</b>
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	Other Location	Export-Import Bank of India, Maker Chambers IV, Floor 8, 222, Nariman Point Mumbai 400 021
3	Regional Office - Ahmedabad	Export-Import Bank of India, Sakar II, Floor 1, Next to Ellis bridge Shopping Centre, Ahmedabad 380 006
4	Regional Office - Bangalore	Export-Import Bank of India, Ramanashree Arcade, Floor, 18, M.G Road, Bangalore 560 001
5	Regional Office - Chandigarh	Export-Import Bank of India C- 213, Second floor Elante Offices, Plot No. 178-178 A Industrial Area, Phase-1 , Chandigarh 160002
6	Regional Office - Chennai	Export-Import Bank of India, Overseas Towers, Floor 4 &5, No.756-L , Anna Salai, Chennai 600 002

7	Regional Office - Guwahati	Export-Import Bank of India, NEDFI House, Floor 4, G.S Road Dispur, Guwahati 781006
8	Regional office - Hyderabad	Export-Import Bank of India, Golden Edifice, Floor 2, 6-3-639/640, Raj Bhavan Road, Khairatabad Circle, Hyderabad 500 004
9	Regional Office - Kolkata	Export-Import Bank of India, Vaniya Bhawan, Int. Trade Facilitation Centre Floor 4, Wood Street Kolkata 77700 016
10	Regional Office – New Delhi 2 locations	Export-Import Bank of India, Office Block, Tower 1,7th Floor, Adjacent Ring Road, East Kidwai Nagar, New Delhi 110023 & Export-Import Bank of India, Ground Floor, Statesman House, 148, Barakhamba Road, New Delhi 110 001
11	Regional Office - Pune	Export-Import Bank Of India, No. 402 & 402(B), 4th floor, Signature Building, Bhandarkar Road, Shivajinagar, Pune-411004

### **3. Eligibility Criteria of the Bidder:**

<b>Sr.No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>SUPPORTING DOCUMENTS TO BE SUBMITTED</b>	<b>COMPLIANCE (YES/NO)</b>
1	The bidder should be registered with Registrar of companies/firms in India.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	The bidder should have prior experience in implementing at least 5 Board Meeting Solutions in India.	Copy of purchase order and completion certificate between the bidder and its client and documentary evidence proving the number of customers.  The onus of proving the credential via documentary evidence will fall on the Prime Bidder.	
3	Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexure.	Upload seal and signed copy of Annexure -II and Annexure - III	
4	Integrity Pact Agreement (IPA) to be executed.	Download the IPA (attached as Annexure IV) 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.	
5	Labor law and all statutory compliance	Self-declaration of Labor law and statutory compliance statements on letter head with sign from authorized signatory and stamp to be submitted.	



**ANNEXURE - I**  
**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/2019-20/003**)

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: -

**ANNEXURE – II**

**UNDERTAKING FROM THE BIDDER**

To,

**Mr. Dharmendra Sachan, General Manager,**

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

**World Trade Centre,**

**Cuffe Parade, Mumbai 400 005**

Dear Sirs,

**Ref: Procurement of Board Meeting Portal Solution**

Ref. No: **EXIM/RFP/2019-20/003**

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:

#### **4. 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. Bidders / Service Providers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

##### **2.0 Submission of Tender:**

Refer to E-Tendering Process Compliance Statement (Title No. 7) No queries will be entertained on last day of tender submission.

3.0 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.

##### **4.0 Transfer of Tender Documents:**

Transfer of tender documents purchased by one intending Bidder to another is not permitted.

##### **5.0 Validity:**

**Tenders submitted by Bidders shall remain valid for acceptance for a period up to 120 days from the date of opening of Bid/tender.** The Bidders shall not be entitled during the period of validity, without the consent in writing of EXIM Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.

##### **6.0 Right to accept or reject tender:**

The acceptance of a tender will rest with the EXIM Bank who does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received. They also reserve the right of accepting the whole or any part of the tender and the Bidders shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Bidders are liable to be rejected. For this purpose, Bidder shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the EXIM Bank deciding to delete, alter or reduce the quantities specified in respect of the any item.

##### **7.0 Rates:**

The EXIM Bank is not concerned with any rise or fall in the product prices of Canon products during price validity period of 120 days from tender opening date.

**8.0 Payments:** The payment terms and milestones mentioned in the tender document.

## 9.0 Signing of the contract:

- a) The successful Bidder may be required to execute a non-disclosure agreement (NDA) and Service Level Agreement (SLA) with Exim Bank within 20 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.

- 10.0 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.
- 11.0 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.
- 12.0 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.
- 13.0 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.
- 14.0 I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Bidders.

## ANNEXURE – III

### PRE CONTRACT INTEGRITY PACT (IP Agreement)

#### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ month of 2019, between, on one hand, the President of India acting through Shri Dharmendra Sachan (General Manager), Export-Import Bank of India, Ministry of Finance, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and is represented by Shri \_\_\_\_\_ (hereinafter called the "Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**WHEREAS** the **BUYER** proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

**WHEREAS** the **BIDDER(s)** is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a General Manager, Export-Import Bank of India, Ministry of Finance performing its functions on behalf of the President of India

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the **BUYER** to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling **BIDDER(s)** to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### 1. Commitments of the BUYER:

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDER(s) alike, and will provide to all BIDDER(s) the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office to avoid any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is to be reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit himself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that they have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution

of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government

3.3 BIDDERS shall disclose the name and address of agents and the representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third party/ person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section

6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Demand Draft or a Bankers' Cheque in favor of M/s. Export –Import Bank of India.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment. No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the



BIDDER.

- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments; already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

<b>Shri Debabrata Sarkar</b> <b>Ex-CMD, Union Bank of India</b> <b>Mayfair Boulevard (Narayan Apartment)</b> <b>Flat No.701, Main Avenue Road</b> <b>Santacruz (West) , Mumbai – 400054</b> <b>Email: dsarkar53@gmail.com</b> <b>Mobile: 08879684000</b>	<b>Shri S K Goel</b> <b>Ex-CMD, IIFCL</b> <b>Villa No.77, Kelisto Town Homes,</b> <b>Jaypee Wish Town, Sector-128</b> <b>Noida-202303</b> <b>Email: subodhgoel22@gmail.com</b> <b>Mobile:09650867778</b>
--	--

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extended up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

### **BUYER**

Mr. Dharmendra Sachan

### **BIDDER**

Mr./Ms.

\_\_\_\_\_  
General Manager

Export-Import Bank of India

Ministry of Finance

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer/ MD/ Director

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

- Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**(Note: Pls. Sign and stamp on all IP agreement pages)**

## Scope of Work

### Introduction

The Exim Bank has 9 regional offices across India, one branch office at London, 8 overseas offices and Head office at Mumbai. The regional office location address is mentioned in the E-tender document for ready reference. All regional offices and London branch is interconnected via MPLS connectivity.

#### 1. Requirements for Board Meeting Solution (BMS):

##### 1.1 Scope of the Solution:

The scope of the project is to design, implement and maintain the Board Meeting Solution as an on premise/Bank's Cloud solution at Export-Import Bank of India (EXIM). The developed solution must provide the necessary code ownership to EXIM to ensure business continuity in case of undue circumstances.

The objective of this implementation is to get one stop solution for conducting paperless board meetings using the best features available.

##### 1.2 Board Meeting Solution(BMS) Functional Requirements:

The BMS solution must meets the following high-level function requirements (but not limited to):

###### 1.2.1 Salient Features:

- i. Delivering the information in a secure environment.
- ii. Dedicated content areas for Action and Documents.
- iii. Using intuitive annotation tools.
- iv. Viewing additional content.
- v. Expandable number of layers based on the number of Committees and Sub-Committees of the Board.
- vi. Voting on resolutions.
- vii. Streamlining the process of meeting and Board paper creation through:
  - a) A colour coded, step-by-step dashboard highlighting progress.
  - b) Customizable Meeting templates.
  - c) Drag and drop functionality for agenda items.
  - d) An ability to email documents directly.

- e) Enhanced security and customized user access rights.

### **1.2.2 Security:**

- i. Strong password policies.
- ii. Full data segregation.
- iii. Configurable remote and timed delete options.
- iv. Offline access to information for a limited number of days.
- v. Data encryption with all communication with the server over HTTPS
- vi. Document Rights Management.
- vii. Configurable server side IT policy for passwords, lock-out, history and expiry.
- viii. Access through App based system and removal of App facility remotely by Administrator.
- ix. Up to Agenda item level access control.

### **1.2.3 Simplified meeting and board paper management:**

- i. The ability to adjust the interface to user preferences
- ii. Pre-defined and customizable meeting templates
- iii. A colour coded dashboard highlighting tasks that require Action/Directions and meetings' status
- iv. An ability to email documents directly
- v. Instant distribution of Board agenda including last-minute amends
- vi. Create, edit, publish, archive and delete news within Meetings, Resolutions
- vii. A dedicated documents area to manage Meetings/Resolutions/Reading Room documents from one place
- viii. Quick resume button to open last accessed documents
- ix. Control over who gets to see what and when
- x. Minutes Management including generation of draft minutes based on the agenda.
- xi. Scheduling of meetings.

### **1.2.4 Features that are available to the organizers:**

- i. Define the structures and access rights.
- ii. Upload documents which are encrypted to ensure the highest security.
- iii. Individually control who can email or print the documentation.
- iv. Assign actions to documents.
- v. Dashboard for compliance of Action paras/Directions in the prescribed workflow/format.
- vi. Digital signature by Secretary of the Board.

### **1.2.5 Directors can:**

- i. Securely view key documents and share them if required.
- ii. Mark documents as “favorites” for faster future access.
- iii. Annotate content and email it to other colleagues or external contacts (if this feature is enabled)
- iv. Print documents and annotations (if this feature is enabled).
- v. Quickly find documents through the search function.
- vi. Import documents from other apps, (attachments or files from the web)
- vii. Single sign-on for Directors/Members on multiple Boards.
- viii. When users are off-line they can view the content synchronized to a device
- ix. Presenter Mode facility on App.
- x. App should work on IOS and Android operating system.
- xi. The system should work on IE and Chrome browser.

### **1.2.6 Intuitive Annotation Tools**

- i. Save annotations across previous document versions.
- i. View a summary of all annotations.
- ii. Send annotations and summaries via email or print them, if enabled.
- iii. Hide or delete annotations with one touch.

### **1.2.7 Easy Voting Resolutions**

- i. Resolutions help directors quickly and confidentially record their vote, online or offline, from any location. They can optionally view the votes and comments of other signatories or use a signing PIN code, if these features have been enabled.
- ii. Meeting organizers are also able to control document delivery and the voting process. They can distribute draft versions to selected signatories, indicate when votes are due and collate votes.
- iii. Resolutions can also be captured during meetings with the Related Resolutions feature. A resolution can be related to an agenda item allowing quick access from directly within a meeting.

### **1.2.8 User Management**

- I. The solution should enable Secretary of different departments providing secretarial service to conduct central board, subcommittee and department level meetings.
- II. The solution should provide legitimate users should have proper authorization and authentication mechanism to log into their respective meetings.
- III. The solution should support standard IT user management control features.

### **1.2.9 Technology Requirements**

- I. The proposed solution must be able to integrate and work seamlessly work on IPAD (IOS), Desktop (Windows), Laptop (Windows).
- II. BMS shall be preferably based on flexible architecture and should be configurable. The scalability of the system is an important criterion. Further, it would be advantageous if the proposed system is platform independent.
- III. Applications should be free from technology vulnerabilities and adhere to the Bank's security policy.

### **1.3.0 Technical Architecture**

- I. Proposed BMS solution architecture should adhere to the EXIM Bank standards. The architecture should conform to the standard '3-Tier architecture' implemented at the Bank's datacenter (Web -> App-> DB)
- II. The BMS application will be hosted out of 3 sites including the Test infrastructure site.
- III. The envisaged BMS application will have asynchronous replication at a remote DR site. In case of disaster, the BMS application should be accessible from the DR site.
- IV. The BMS application should be compliant to all provisions of the Information Technology Act, 2000 (along with amendments as per Information Technology (Amendment) Act, 2008) and be in conformity with the guidelines issued by the Bank and other applicable laws with latest amendments at the time of delivery. The BMS application should also comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the Project.

### **1.3.1 Training for Users and office of the Secretary of the Board and its sub-committees**

- I. It is the bidder's responsibility to create customer education materials and able to provide on call training to BMS users.
- II. The bidder should use multiple channels such as videos, pdf, ppt etc. for functional and technical training materials for all the users of BMS application.
- III. The bidder is expected to maintain, edit and update all training content in sync with changes made in the BMS solution throughout the contract period.
- IV. Since the Application will be used by Members of the Board of the Bank, the training should be provided in a manner befitting their stature.

### **1.3.2 Hardware Requirements**

- I. Prospective bidders may note that the Bank has arrangement of supply of hardware and software which ensures a standardized IT environment at the Datacenter(s) as per IT policy of the Bank. Therefore, the compatibility of the proposed BMS solution with the existing infrastructure will be taken into account during bidder evaluation.
- II. The application will be hosted in the Primary Data Centre, Disaster Recovery Data Centre and a separate test environment would be provided at the test data centre. The Bidder is expected to replicate the PDC environment in the DR and in the test environment in all respects (1:1).
- III. As the bank would provide the hardware the bidders do not need to submit the commercials for the same.
- IV. The bidder may require to visit Data centers to baseline on the Hardware needs after preparing their High Level Design and Low Level Design Document. It may be required that, the bidder needs to travel to Data Centre in defining the deployment strategy with Data Centre team for the BMS application.



### 1.3.3 Security Requirements

- I. The solution should follow the industry best practices for IT security for similar systems. These best practices should be in-line with the IT practices followed at the Bank.
- II. The Proposed system may undergo Vulnerability Assessment, Penetration Testing and other Security and risk assessment before Go Live. Bidders may facilitate code testing of the solution from security and process perspective. If there any major gaps in the assessment, it the responsibility of the Bidder to fix those the gaps before Go Live.

### 2.1.0 Scope of Services

- I. Description of the envisaged scope is enumerated in the subsequent sections.
- II. Based on the contents of the RFP, the Bidder shall be required to propose a solution, which is suitable for the Exim Bank, after taking into consideration the effort estimated for implementation of the same and the resource requirements.
- III. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank.
- IV. The Bank will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.
- V. The bidder will not have access to outside applications from EXIM Datacentre/Cloud Server. All ports pertaining to the BMS application will be restricted and opened basis on Exim Bank permission only. The bidder will not have access to the BMS application for making any changes to the software from outside EXIM Bank network / datacentre. **This is a mandatory requirement. Implementation of changes needs to be done from the EXIM Bank data centre/Cloud Infra only.**
- VI. **All software licenses should be in the name of Export Import Bank of India and should not be restrictive in nature for example licensing based on turnover, number of users etc.**

### 2.1.1 Customization

- I. The Bidder shall suggest solution architecture and rollout sequence with a detailed rationale for the same, the Bank shall suggest changes to the same to meet desired milestones.
- II. The Bidder shall give a detailed documentation on the customization/development in the software and customization required. The document should contain both the technical and the functional details along with the timeline of the customization required.
- III. The document shall also cover product details, required configuration and the customization required in BMS to meet the Banks requirements.
- IV. All gaps identified during the testing should be resolved by customizing/developing the proposed solution by way of modifications/ enhancements, as necessary to the Bidder's products with no extra commercial charge on the Bank.
- V. **The Bidder should carry out all modifications, customization at no additional cost.** The customization effort is to be estimated and included within the scope of the project by the Bidder in their technical and commercial proposals.
- VI. The Bidder should ensure that while applying software patches and in the version migration, the developed/ customized software is also properly migrated to such higher versions or extended versions. It is the Bidder's responsibility to ensure that any customization is compatible with upgraded applications / modules

#### 2.1.2 Implementation

- I. The rollout shall consist of implementing the proposed BMS application, including the customizations and other solutions covered within the scope of the project. It also includes relevant training to all users of the proposed BMS, and submission of manuals.
- II. The Bidder for this purpose shall set up the production server at the Primary Datacentre.
- III. The bidder will also setup the BMS solution at the DR site and perform relevant testing to ensure consistency in performance.
- IV. The implementation phase shall be deemed as completed in all respects only after

all applications and services are implemented as per the intent of this RFP; all functionalities mentioned in this RFP have gone live; and All the related trainings are completed and post training assessment carried out by the Bank.

### 2.1.3 Roll Out:

- I. The rollout is an end-to-end responsibility with total planning, hand holding support as per the scope of work
  - II. In case of the Rollout delays by the Bidder the financial Penalty as per the Banks discretion will be imposed on the Bidder at 5% of the total contract value per month of delay, to the maximum of 25% of the total contract value as per the agreement between the Bank and the successful Bidder.
  - III. The vendor should provide 24\*7 days on Call support for members of the board and 8\*5 days on call support to the office of the secretary of the board.
  - IV. The Bidder should ensure that the application does not contain any malware, virus, worms or malicious software. If such malicious software is discovered, the Bidder will ensure that the malicious software is removed at no additional cost to the Bank. The bidder will have to bear the cost, if any, incurred by the Bank in this regard.
- ii. As a part of Software Maintenance Services during the contract period, the Bidder should provide the following without additional costs to the Bank:
1. Modifications – Include minor changes/ enhancements, bug fixes, error resolutions that are incidental to proper and complete working of the Application.
  2. Enhancements – Include changes required due to modifications in the policies of Exim Bank. Support and update of all OS/RDBMS/Middleware/Core Application if the OEM / Product Vendor releases an enhancement
    - I. Product Upgrades – Consolidation of all bug fixes, vulnerability remediation, enhancement requests and technological changes incorporated as a part of the product. Includes upgrades to major and minor versions of the proposed BMS Application (encompasses all BMS modules and any third party **software**) **for a period of 3 years.**

**from date of go-live of the last module of the BMS Application. The first 12 months AMC and technical support from project sign off date is a part of licenses/project. Second Year AMC and Third year AMC will be paid as additional line item in the proposal.**

#### **2.1.4 Payment Terms and Milestones:**

The component wise payment will be as mentioned below. The below payment milestones are on the implementation costs.

<b>Sr. No.</b>	<b>Milestone</b>	<b>Pay ment</b>
<b>1</b>	Complete Implementation as per bank's requirement and "Go-Live" of the Project.	75 %
<b>2</b>	Complete Training to Board Secretariat, IT Administrator, Train The Trainer and customer education content.	20 %
<b>3</b>	Receipt of Acceptance of Completion from the Bank (post 90 days of achieving Go-Live).	5%
<b>4</b>	Second Year and Third Year AMC charges on Half Yearly Advance basis.	-

#### **2.1.5 Terms and Conditions:**

##### **Broad Terms and Conditions**

The following are the general terms and conditions proposed to be included in the Contract. The Bank reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.

1. The Bidder, selected for the BMS project, will have to enter into a contract agreement directly with the Bank. The contract agreement will contain various terms and conditions relating to payment, delivery, installation & operationalization, training, commissioning & acceptance, support during periods of warranty & maintenance, penalty due to delay in performance, etc. All the documentation, diagrams, drawings, specifications and other related literature & information, provided by the Bidder for the solution and agreed to by the Bank, will also form a part of the agreement.

2. The RFP will constitute a part of the contract and no changes will be allowed in the contract.
3. The successful Bidder should initiate work on the project within one week of the issue of the purchase order.
4. The successful Bidder at his own expense will register the contract agreement by paying the appropriate amount of stamp duty. The first page of the contract agreement shall be on a stamp paper of appropriate value. The stamp duty and contract agreement will subject to Mumbai jurisdiction only.
5. The bidder is NOT allowed to sub-contract any part of the assignment to another firm for whatever reasons. Sub-Contracting under the guise of providing Subject Matter Experts from other firms is not allowed. If the Bank discovers that sub-contracting has occurred, the Bank shall immediately invoke performance bank guarantee. No cure period would be given for the same.
6. The bill for the services rendered should be furnished along with the prices thereof, as per the terms and conditions contained in this document. The successful Bidder will undertake to ensure that the prices are reasonable and in the range of prices for similar / same services available in the market. If any irregularity is detected anytime in respect of the above, the Bank will have the right to take appropriate action against the successful Bidder, as deemed fit by the Bank.

#### **2.1.6 Indemnification**

1. The successful Bidder shall, at its own cost and expenses, defend and indemnify the Bank against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India or outside India.
2. The successful Bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be fully responsible therefor, including all expenses and court and legal fees.
3. The Bank will give notice to the successful Bidder of any such claim and shall provide reasonable assistance to the Successful Bidder in disposing of the claim.
4. The successful Bidder shall also be liable to indemnify the Bank, at its own cost and expenses,

against all losses/damages, which the Bank may suffer on account of violation by the Successful Bidder of any or all national/international trade laws, norms, standards, procedures, etc.

### **2.1.7 Performance Bank Guarantee**

1. The successful bidder shall at his own expense deposit with the

General Manager – In Charge

Information Technology Group

Export-Import Bank of India

21st Floor, Centre One Building

World Trade Centre, Cuffe Parade

Mumbai- 400 005

within thirty (30) working days of the date of notice of award of the bid, **a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of relevant Annex Bank Guarantee format, for an amount equivalent to ten percent (10%) of the contract price (TCO) for the due performance and fulfilment of the contract by the Bidder.**

2. Without prejudice to the other rights of the Purchaser under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The Bank shall notify the Bidder in writing of the invocation of its right to receive such compensation, indicating the contractual obligation(s) for which the Bidder is in default.
3. The Performance Bank Guarantee may be discharged upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. The Performance Bank Guarantee shall be valid till the end of the contract.
4. The performance bank guarantee shall be denominated in Indian Rupees (INR) and shall be by bank guarantee.
5. The performance bank guarantee will be valid till the end of the contract. Failure of the successful Bidder to comply with the above requirement, or failure of the Bidder to enter into a contract within 15 working days from the issue of the purchase order or within such extended period, as may be specified by the General Manager, Information Technology, Export Import Bank of India, shall constitute sufficient grounds, among others.
6. In case of breach, there shall be a cure period of 15 calendar days. In case, if the issues are not resolved, the Performance Bank Guarantee would be invoked anytime thereafter as per the discretion of the Bank.

### Minimum Solution Specification

Criteria	Requirements	Available (Yes/No)
<b>Salient Features</b>	Delivering the information in a secure environment	
	Using intuitive annotation tools	
	Viewing additional content	
	Expandable number of layers based on the number of Committees and Sub-Committees of the Board	
	Presenter mode - Remote Screen Share	
	Facility to Conduct e-meeting (where the director can remotely log-in and meeting can be conducted)	
	Voting on resolutions	
	<b>Streamlining the process of meeting and Board paper creation through:</b>	
	a) A colour coded, step-by-step dashboard highlighting progress	
	b) Pre defined and Customizable Meeting templates	
	c) Drag and drop functionality for agenda items	
	d) An ability to email documents directly by secretary's to user	
	e) Enhanced security and customized user access rights	
<b>Security</b>	Strong password policies (Password, OTP and Biometric)	
	Full data segregation	
	Configurable remote and timed delete options	
	Offline access to information for a limited number of days	
	Data encryption with all communication with the server over HTTPS	
	Document Rights Management	
	Restricted and timed access to certain documents	
	Auto sync the content of the user in case of another iPad is registered in user name (Loss of previous one)	
	Remote Wipe out of Data from User devices	
	Configurable server side IT policy for passwords, lock-out, history and expiry	
<b>Simplified meeting and board paper management</b>	The ability to adjust the interface to user preferences	
	Instant distribution of Board agenda including last-minute amends	
	Create ,edit and publish notification within Meetings, Resolutions as per user rights defined	
	Archive and delete notification within Meetings, Resolutions as per user rights defined	
	A dedicated documents area to manage Meetings/Resolutions/Reading Room documents from one place	
	Quick resume button to open last accessed documents	
	Control over who gets to see what and when	
	Minutes Management including generation of draft minutes	
	Ability to create one file/folder from all the documents pertaining complete lifecycle	

	Circular Management.	
	Scheduling of meetings.	
<b>Features that are available to the Meeting organizers</b>	Define the structures and access rights.	
	Assign actions to documents	
<b>Document Management and Offline Module</b>	Securely view key documents and make comments and Share the comments	
	Annotate content and email it to other colleagues or external contacts (if this feature is enabled)	
	Print documents and annotations (if this feature is enabled)	
	Quickly find documents through the search function	
	Single sign-on for Directors/Members on multiple Boards	
	Facility to upload documents in any format by Secretary	
	When users are off-line they can view the content synchronized to a device (with proper authentication)	
<b>Intuitive Annotation Tools</b>	Save annotations across previous document versions	
	View a summary of all annotations	
	Send annotations and summaries via email or print them, if enabled	
	Hide or delete annotations with one touch	
<b>Easy Voting Resolutions</b>	Resolutions help directors quickly record their vote, online or offline, from any location. They can optionally view the votes and comments of other signatories	
	Capturing of Resolutions during meetings with the Related Resolutions feature. A resolution can be related to an agenda item allowing quick access from directly within a meeting.	
<b>Compliance</b>	Agenda Tracking	
	Generation of Action Item report	
<b>Offline Module</b>	Facility to run the meeting in offline mode as well	
	Capability to access various modules offline and make any notes or changes, which gets synced when application gets online.	
<b>User Management</b>	Secretary of different departments providing secretarial service to conduct central board, subcommittee and department level meetings.	
	legitimate users should have proper authorization and authentication mechanism to log into their respective meetings.	



	The solution should support standard IT user management control features.	
<b>Usability</b>	Apps should Works on IPAD (IOS application), Android and Windows Systems.	
	Works on Windows 10 desktop application (Properly Secured)	
	Works on web browser (Properly Secured)	
	Works on Android devices (Properly Secured)	
	Works on windows Surface (Properly Secured)	
	Flexible architecture and configurable.	
	System is platform independent	
<b>Premise</b>	On Premise deployment and Bank's Cloud Infrastructure based Deployment	
<b>Text search</b>	Filter and Sorting facility for the document	
	Stakeholders search the text/words in the whole or particular section or document.	
<b>Document Search</b>	The documents search feature for board room solution	
<b>Document Signature</b>	Board members to sign on the documents if required	
<b>2-Factor authentication</b>	The solution should have different level of authentication feature for login the application	
<b>PIN code</b>	The solution should have a feature of Pin code and Password	
<b>SMS</b>	The solution can have a feature of login using OTP	
<b>Administrator based permissions</b>	Facility for Admin to decide the user level access for features and files.	
<b>256-bit encryption and secure transmission</b>	Encrypted and secured transmission of data and information	
<b>Audit Trail</b>	Availability of audit trail with audit reports	
<b>Training &amp; Support</b>	Multiple channels such as videos, pdf, ppt etc. for functional and technical training materials for all the users of BMS application.	
	Maintain, edit and update all training content in sync with changes made in the BMS solution throughout the contract period.	
	The training should be provided in a manner befitting stature of members of the Board of the Bank 24*7-on Call support for members of the board	
	The vendor should provide 24*7 on Call support for members of the board/ Bank Officials	
<b>Warranty</b>	3 years onsite warranty for the solution.	

**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 FMS 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:**

## Bid Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution in a fair and transparent manner and the Bank would be guided by this in carrying out the evaluation of bids. The decision of the Bank shall be considered final.

For the purpose of the evaluation and selection of Bidder for the BMS implementation project, a two-staged evaluation process will be followed. If a Bidder does not meet the eligibility criteria, the Bidder will be disqualified. For the Bidders who satisfy the eligibility criteria, the 'Technical Bids' will be opened on the date mentioned in RFP schedule and subsequently evaluated. In order to be shortlisted for opening of Commercial bid, it is mandatory for a bidder to score a minimum cut-off marks which is 70 marks in Technical evaluation. The Bidder scoring the highest technical score will be ranked as T1. Bidders who do not achieve the cut-off score will be disqualified from the bidding process and their commercial bids will not be opened.

For any clarification with respect to the RFP document, the Bidder may send an email to the email ID mentioned in RFP before the date specified therein and/or during the pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this RFP, technical or otherwise, should be in writing only and should be to the designated email id as stated earlier.

Written requests for clarification submitted to the Bank by the specified date and time will be explained by the Bank or its representative in the pre-bid meeting. The Bank may call for any clarifications / additional particulars required, if any, on the eligibility criteria/technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within two working days. The Bidder's offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time.

The Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. The bidders should be ready to make a presentation on the Technical Bid at a one-day email notice. The Bank also reserves the right to conduct Reference Sites at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

**While the technical score carries a weight of 70 percent, the commercial score carries a weight of 30 percent. The Techno-Commercial scores (70:30) will be arrived at for each shortlisted Bidder and the Bidder with the highest score will be declared as the successful Bidder.**

**Technical Evaluation Parameters:**

The overall score for evaluating the Bidder would be 100 marks, out of which 70 marks is for the Technical evaluation and 30 marks is for Commercial bid:

Technical Evaluation	Commercial Bid	Overall Score
70	30	100

**Part A: Functional Requirements (Max: 75 Marks)**

Sr.No.	Functional Requirements	Weightage %	Total Marks out of 75
1	Option to stimulate like paper (Right to Left), Share Documents and News, Interactive agenda , Easy to access calendar, Meeting Participation Status and Customised Dashboard for Board Member , Board Sect.	7	5.25
2	Document Versioning and side by side comparison of papers. Board Member to have access to the previous versions in case of amendment. Ability to transfer annotation from previous version to new version.	7	5.25
3	Intuitive annotation, Annotation backup, annotation sharing, Comment sharing. Off line Paper Access.	5	3.75
4	Advance Search Facility – past paper search , Past Meeting Search, Agenda Search.	5	3.75
5	Presenter Mode Facility , Trusted Device Registration , Remote Wipe Out , Two Factor Authentication 2FA.	5	3.75
6	Native app on IOS, Android and Windows/ Mac OS on laptop and Desktops.	7	5.25
7	VAPT tested Certificate by third party and ISO 270001 Certification and 256 bit encryption and secure transmission for all communication with the server over HTTPS.	7	5.25
8	Availability audit trail , Audit Reports and various MIS	7	5.25
9	Strong password policies (Password, OTP and Biometric) separate module to manage, Offline access to information for a limited number of days.	5	3.75
10	Auto sync the content of the user in case of another iPad is registered in user name (Loss of previous one)	5	3.75

11	Flexible enough to incorporate Bank's various standard document template format.	7	5.25
12	Auto sync the content of the user in case of another iPad is registered in user name (Loss of previous one).	5	3.75
13	Local Technical support engineer based in Mumbai and New Delhi	6	4.50
14	The training should be provided in a manner befitting stature of members of the Board of the Bank 24*7-on Call support for members of the board and IT Administrator.	8	6.00
15	The vendor should provide 24*7 on Call support for members of the board, IT Administrator, 8*5 on call support to the office of the secretary of the board.	8	6.00
16	Onsite Technical Person support for 4 Board Meetings at Mumbai and New Delhi after Project Sign Off Date.	6	4.50
<b>Total</b>		<b>100 %</b>	<b>75.00</b>

**Part B: Product Walkthrough, Past Experiences and References (Max: 25 Marks)**

Sr.No.	Parameters	Weightage %	Total Marks out of 25
1	<p>Prior experience in implementing Board Meeting Solutions for Public Sector Banks / Govt. Of India Institutions/large private sector Banks in India.</p> <p>Proof of Document to be uploaded.</p> <p><b>Implementation Count 5 to 7 --- 20%</b></p> <p><b>Implementation Count above 7 --- 30%</b></p>	30%	7.50
2	Product Walkthrough and Product Presentation to the Bank for product review.	70%	17.50
<b>Total</b>		<b>100 %</b>	<b>25.00</b>

For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids. The scores will be calculated as:

$$\begin{aligned}\text{Commercial score (CS)} &= \frac{C_{\text{low}}}{c} \times 30 \\ \text{Technical score (TS)} &= T \times 0.7 \\ \text{Final score (S)} &= CS + TS\end{aligned}$$

**C<sub>low</sub>** - The lowest commercial bid. **C** - Commercial quote of the bidder.

**T** - The marks obtained by the bidder as per the technical evaluation.

The bidder achieving the highest overall score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.

**The Bank's decision to adhere to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.**

**The Bank also reserves the right to re-issue / re-commence / cancel the Bid/ Annul Bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on the Bidders.**

**Commercial Proposal:**

Sr.No.	Item Of Purchase	` Unit Price *	Qty.	` Total Price
1	Board Meeting Solution as per E-tender Scope of work and Technical Specification with 1-year warranty from project sign off date.  Fifty User License		50	
2	One Time Installation & Configuration Charges, Training and Documentation charges and all other charges as per e-tender scope of work and technical specification.		1	
3	AMC and Technical Support charges for the <b>2<sup>nd</sup> Year</b> after initial comprehensive warranty of 1 Year. Total User License is 50. Any addition of licenses will be paid extra at unit rate quoted.		50	
4	AMC and Technical Support charges for the <b>3<sup>rd</sup> Year</b> after initial comprehensive warranty of 1 Year. Total User License is 50. Any addition of licenses will be paid extra at unit rate quoted.		50	
5	Any Other Onetime Cost		1	
<b>Grand Total ( ` ) ( Exclusive of all taxes)</b>				