



E-Tender/Bid for

Procurement of Learning Management and Content Development
Capability System (LMCDCS)
for Export-Import Bank of India

E-Tender/Bid Reference No: EXIM/RFP/2019-20/035

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

GENERAL TENDER/BID DETAILS

Tender/Bid Document for	Procurement of Learning Management and Content Development Capability System (LMCDCS)
Tender/Bid Reference No.	EXIM/RFP/2019-20/035
Tender/Bid Document Cost.	₹1,000/- (Non-refundable) (Demand Draft (DD) in favor of "Export-Import Bank of India" payable at Mumbai.
EMD Amount	₹50,000/- (Demand Draft (DD) in favor of "Export- Import Bank of India" payable at Mumbai.
Last date for acceptance of E-Tender/Bid Document Cost, IP Agreement, EMD.	30-Aug-2019 14:00 Hrs
Place of Submission of DD and IP Agreement original document.	Export Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	08-Aug-2019 18:00 Hrs
Document Downloading Start Date	08-Aug-2019 18:00 Hrs
Document Downloading End Date	30-Aug-2019 13:00 Hrs
Tender/Bid Clarification and Pre- Bid Meeting	20-Aug-2019, 11.00 AM to 12:30 PM Location: Exim Bank, Head Office, Mumbai. (All queries will be answered during pre-bid meeting only)
Last Date and Time For Submission	30-Aug-2019 17:00 Hrs
Opening of Tender/Bid	02-Sep-2019 15:00 Hrs
Address for communication	As above Ph. 022-22172600, Ext: - 2410/2809 E-Mail: dharmendra@eximbankindia.in , kiran@eximbankindia.in
Place of Receipt of E-Tender/Bid	https://eximbankindiaTender/Bids.procuretiger.com

Note: Commercial bids will be opened online only. E-Tender/Bidding is the simulation of the manual Tender/Bidding 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/Bid 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://eximbankindiaTender/Bids.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) 68136820/29/31/35/40/43/52/53/57/59/63
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 Telephone Nos.			
a.			
b.			
c.			
4. Head Office Address			
5. Email Address			
a.			
b.			
6. Year of Establishment			
7. Registration No. and Date of Registration			
8. Status of the firm (Proprietor/Partnership/Co. etc.)			
9. Name of Bankers	a.		
	b.		
10. PAN Card No.			
11. GSTNo.			

Seal and Signature of the document to be uploaded on the E-Tender/Bid portal.

Date:

Place:

Note:

INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website: <https://eximbankindiaTender/Bids.procuretiger.com/EPROC/>
2. The Bidders can enroll themselves on the website: <https://eximbankindiaTender/Bids.procuretiger.com/>. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The Bidders should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the bid documents should be authorized for submitting the on line e-Tender/Bid.
4. Please go through the Tender/Bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid.
5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Please Make sure all format asked as per Sr No 4 and 5 of Tender/Bid document are properly uploaded online Website for E-Procurement <https://eximbankindiaTender/Bids.procuretiger.com/>
7. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this Tender/Bid as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender/Bid. Any person signing the Tender/Bid shall submit documentary evidence that his signature on the Tender/Bid, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender/Bid has no authority to do so, the General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender/Bid and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
8. Bidders must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before Tender/Bidding. The Bidder shall seek **clarifications up to 20th Aug 2019, 12.30 Hrs**, if required, prior to submitting the bid. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the bid document.

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a) District Industries Centers (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME (MoMSME)
 - h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating for bidding process must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender/Bid.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the Tender/Bid. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the Tender/Bid, are not eligible for exemption/preference.
5. The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & Tender/Bid fees.
6. **Relaxation of Norms for Micro & Small Enterprises (MSEs):**
 - a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
 - b. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein EXIM Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

GENERAL CONDITIONS OF RFP

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

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

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract

with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
6. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
7. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:
 - (a) The Seller is declared bankrupt or becomes insolvent.
 - (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (c) With mutual agreement
 - (d) As per decision of the Arbitration Tribunal.
8. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.
9. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
10. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

11. **Validity:** Bids submitted by bidders shall remain valid for acceptance for a period up to 90 days from the date of opening of Bid/Tender/Bid. The bidders shall not be entitled during the period of validity, without the consent in writing of EXIM Bank to revoke or cancel their bid or to vary the bid given or any terms thereof.

ANNEXURE - I

E-Tender/Bidding/Bid Process Compliance Statement

The following terms and conditions are deemed as accepted by you for participation in the bid event:

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 EXIM Bank indicated in the Tender/Bid document. Bidding process related queries could be addressed to M/s e Procurement Technologies Ltd personnel indicated in the Tender/Bid document.
3. Inability to bid due to telephone line glitch, 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. EXIM Bank can decide to extend or reschedule or cancel an e-Tender/Bid.
7. The bidders are advised to visit <https://eximbankindiaTender/Bids.procuretiger.com> for any corrigendum etc.

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

Date Organization

Name Designation

Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

Introduction

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

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, Postgres SQL, Microsoft SQL Server 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.

QUOTATION BID NOTICE

1. Export-Import Bank of India (EXIM Bank) , a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for **“Learning Management and Content Development Capability System (LMCDCS) for Export-Import Bank of India”**.
2. The mode of Tender/Bidding is through e-Tender/Biding. E-Tender/Biding is the process by which the physical Tender/Biding activity is carried out using internet and associated technologies in a faster and secure environment.
3. Vendor registration can be done online by opening Website:
<https://eximbankindiaTender/Bids.procuretiger.com>
4. Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.
5. Tender/Bid document will be allowed for download from above web site after successful vendor registration (hard copies of the Tender/Bid document will not be provided) and submission of Tender/Bid document cost.

6. CONTACT INFORMATION FOR E-TENDER/BID PROCESS

e-Procurement Technologies Limited
B-704-705, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ellis Bridge, Ahmedabad - 380006,
Gujarat (India)
Phone Nos. : 079- 68136820/29/31/35/40/43/52/53/57/59/63
E-mail : support@auctiontiger.net

7. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for. Also the Bank can annul the e-Tender/Bidding process at any point without assigning any reasons.

Eligibility Criteria of the Bidder:

S.NO.	Eligibility Criteria	Documents to be Submitted
1.	The Bidder should be a registered company in India. The Bidder should be reputed company having existence in India for at least seven years as on 30.06.2019.	Upload company incorporation certificate.
2.	The bidder should have prior experience in implementing at least 10 LMCDSCS Solutions in India. Preferable if Bank/FI sector.	Copy of purchase orders or completion certificate(s). Also, upload customer reference number details for above orders/certificates.
3.	The bidder should have positive net worth for last three years. (FY2016-17, FY 2017-18, FY 2018-19)	CA certificate mentioning positive net worth for the mentioned years. Also, attach balance sheet for those years. For FY 2018-19, unaudited balance sheet will be accepted if audited balance sheet is not available.
4.	Product features, implementation methodology, security, and post implementation support.	Upload detailed technical proposal and approach document. The document should address all the parameters mentioned in Scope of Work section
5.	Bidder shall execute E-Tendering/Bidding Process Compliance Statement and Undertaking letter as per Annexure.	Upload seal and signed copy of Annexure -I and Annexure - II

6.	Integrity Pact Agreement (IPA) to be executed.	Download the IPA (attached as Annexure) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-Tender/Bid portal. Original document to be sent to Exim Bank , Head Office, Mumbai on or before the due date mentioned in the RFP.
7.	Labour law and all statutory compliance	Self-declaration of Labour law and statutory compliance statements on letter head with sign from authorized signatory and stamp to be submitted.
8.	The Bidder should not have been blacklisted by any Government department /PSU/PSE or banks.	Upload Self-declaration in company letter head signed by CEO/MD/Authorised Person of the Company.
9.	Online submission of signed copy of e-Tender/Bid compliance statement and Tender/Bid form	Upload digitally signed (signed by CEO/MD/Authorised Person of the Company) copy of these documents on company letter head.
10.	Submission of Tender/Bid Fee and EMD Amount	DD to be submitted (Both Tender/Bid Fee and EMD) before bid submission end date at EXIM Bank Head Office: IT Group Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005

ANNEXURE – II
TENDER/BID FORM

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 Learning Management and Content Development Capability System (LMCDCS)
for Export-Import Bank of India

Ref. No: **EXIM/RFP/2019-20/035**

I/we further agree to execute and complete the work within the time frame stipulated in the Tender/Bid 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 GST, Service tax, 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/Bid or bound to assign any reasons for rejecting our Tender/Bid. We unconditionally agree Exim Bank's preconditions as stipulated in the Tender/Bid 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:
Date:

Name:
Designation:

Seal:

Scope of Work

The Exim Bank has 9 regional offices across India, one branch office at London, 9 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 Learning Management and Content Development Capability Solution (LMCDCS)

1.1 Scope of the Solution:

The scope of the project is to deploy and maintain the LMCDCS for Export-Import Bank of India (EXIM). The solution provider must ensure business continuity aspect in case of uncalled for circumstances.

The objective of this implementation is to have cost effective, easy to use, scalable solution for EXIM officials.

1.2 Salient Features

- Organization Management
- Upload Content
- Course Enrollment
- Course Management & Certification
- Online Assessment
- Batch Configuration
- Roles & Permissions
- Manage Permissions for Pages & Actions
- Survey
- Audit Trail
- Reports
- Collaboration Modules
- Search functionality & Notifications through SMS & E-mail

1.3 Technology Requirements

- The solution must work seamlessly across various platforms
- The solution must be free from vulnerabilities and service provider will ensure necessary patches/updates as and when required
- Service Provider will adhere to Bank's Security Policy during implementation

1.4 Technical Architecture

- I. Proposed LMCDCS 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 LMCDCS application will be hosted out of 3 sites including the Test infrastructure site.
- III. The envisaged LMCDCS application will have asynchronous replication at a remote DR site. In case of disaster, the LMCDCS application should be accessible from the DR site.
- IV. The LMCDCS 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 LMCDCS application should also comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the Project.

1.5. Training

- I. The bidder should use multiple channels such as videos, pdf, ppt etc. for functional and technical training materials for all the users of LMCDCS application.
- II. The bidder is expected to maintain, edit and update all training content in sync with changes made in the LMCDCS solution throughout the contract period.

1.6 Hardware Requirement

- I. Bidder will provide Hardware Requirements along with other details
- II. The application will be hosted at the Primary Data Centre, Disaster Recovery Data Centre (after the installation is through with primary site) and will be used only in case the primary site is down.
- III. As the bank would provide the hardware the bidders do not need to submit the commercials for the same.

- IV. The bidder shall provide necessary documents e.g. Architecture, features documents etc.

1.7 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 the 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 Datacenter/Cloud Server. All ports pertaining to the LMCDCS application will be restricted and opened basis on Exim Bank permission only. The bidder will not have access to the LMCDCS application for making any changes to the software from outside EXIM Bank network / datacenter. **This is a mandatory requirement. Implementation of changes needs to be done from the EXIM Bank data center/Cloud Infra only.**
- VI. All necessary licenses should be in the name of Export Import Bank of India

1.8 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 LMCDCS 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.** The customization effort (if any) is to be estimated and included within the scope of the project by the Bidder in their technical and commercial proposals. Post installation Change Request commercials should be part of the proposal.
- 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

1.9 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 LMCDCS 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.

2.0 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.

General Terms & Bill of Material (BoM)

1. EXIM BANK invites e-Tender/Bid from eligible bidders for “**Procurement of Learning Management Solution (LMDCS) for Export-Import Bank of India**” with following requirement.
2. The bidder has to deliver LMDCS as per Bill of Material (BOM) in the name of Export-Import Bank of India.
3. The payment will be made in two tranches i.e. Learning Management System (product) installation and after bulk Content Development or Content Build Phase, mentioned in BoM below;
4. No part payment will be made.
5. The bidder is responsible for delivering the LMDCS as per terms and conditions.

BILLOF MATERIAL (BOM)

Item	Item description	Qty
LMCDCS product	LMCDCS Product (1 instance) *	2
LMCDCS Content Creation module	This should cover minimum 250 to 300 CBS module processes/transactions, scoped, captured and developed using the capturing tool. Simulation outputs should be in the form of HTML5 (SCORM), and PDF/Word docs for process manuals.	1
LMCDCS training to Exim Bank Officials	a. Implementation/set up (users, assessments, content, courses, reports etc.) b. Branding elements for the Bank c. Orientation & training program for end user and administrator	1
Support for LMCDCS		1

* Vendors are requested to quote for two LMCDCS Product instance where the Bank will use one instance immediately while second instance will be used as and when required. The payment for the second instance will be made after the successful deployment.

Price Bid

Item	Item Description	Qty [a]	Rate Per Unit in ₹ [b]	Total Price in ₹ [c = a*b]
LMCDCS Product		2		
LMCDCS Content Creation module	This should cover minimum 250 to 300 CBS module processes/transactions, scoped, captured and developed using the capturing tool. Simulation outputs should be in the form of HTML5 (SCORM), and PDF/Word docs for process manuals.	1		
LMCDCS training to Exim Bank Officials	a. Implementation/set up (users, assessments, content, courses, reports etc.) b. Branding elements for the Bank c. Orientation & training program for end user and administrator	1		
Support for LMCDCS		1		
Total				

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 LMCDCS 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

Technical Evaluation Parameters: Functional Requirements, Product Walkthrough, Past Experiences and References etc

Sr.No.	Parameters	Total Marks out of 100
1.	Prior experience in implementing LMCDCS for Public Sector Banks / Govt. Of India Institutions/large private sector Banks in India. Proof of Document to be uploaded. Implementation Count 5 to 7 --- 20 marks Implementation Count 8 to 10 --- 25 marks Implementation Count more than 10 --- 30 marks	30
2.	Positive net worth for last three financial years	20
3.	Product features, implementation methodology, security, and post implementation support.	10
4.	Product Walkthrough and Product Presentation to the Bank for product review. References with contact details	20
5.	Feedback as per reference customers	20
Total		100

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:

C_{low} - The lowest commercial bid. **C** - Commercial quote of the bidder.

$$\text{Commercial score (CS)} = \frac{C_{\text{low}}}{C} \times 30$$

$$\text{Technical score (TS)} = T \times 0.7$$

$$\text{Final score (S)} = CS + TS$$

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 the Bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on the all Bidders.

ANNEXURE - IV

PRE CONTRACT INTEGRITY PACT

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 (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 Chief Executive Officer (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 (Procurement of Learning Management and Content Development Capability System (LMCDCS) for Export-Import Bank of India) and the **BIDDER/Seller** is willing to offer/has offered the stores and

WHEREAS the **BIDDER** 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 Export-Import Bank Of India 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 **BIDDERS** 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:

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 BIDDERS alike, and will provide to all BIDDERS 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.

Commitments of BIDDERS

3. 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 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 The 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/Bid. 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.'

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/Bid process.

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

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.
- (iii) 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.

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 (x) 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.

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.

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.

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

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.

Law and Place of Jurisdiction

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

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.

Validity

9.1 The validity of this Integrity Pact shall be from date of its signing and extend 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.

9.2 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.

10. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Mr. Dharmendra Sachan

General Manager - IT

Export- Import bank of India

Witness

1.

2.

BIDDER

Chief Executive Officer

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