



## E-Tender

# SWIFT Service Bureau and Technical Support

**Tender Reference No: EXIM/RFP/2019-20/048**

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	SWIFT Service Bureau and Technical Support
Tender Reference No.	EXIM/RFP/2019-20/048
Tender Document Cost	₹5,000/- ( <b>Non-refundable</b> ) (DD in favor of “Export-Import Bank of India” payable at Mumbai)
EMD Amount	Not Applicable
Last date for acceptance of Tender document cost, EMD Amount and Integrity Pact Agreement (IP)	14-October-2019 05:00 PM (DD to be submitted (Both Tender Fee and EMD) at following Address: EXIM Bank Head Office , Center One Building, 21 <sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005.
Date of Online Notice	03-October-2019 02:00 PM
Document Downloading Start Date	03-October-2019 04:00 PM
Document Downloading End Date	14-October-2019 05:00 PM
Pre-bid meeting Date and Time	09-October-2019 11:00 AM
Last Date and Time For submission	14-October-2019 05:00 PM
Opening Of Tender	14-October-2019 05:30 PM
Address for communication	Phone 022-22172600, Ext: - 2410 E-Mail: <a href="mailto:dharmendra@eximbankindia.in">dharmendra@eximbankindia.in</a> ; E-Mail: <a href="mailto:johny.souriar@eximbankindia.in">johny.souriar@eximbankindia.in</a>
Place of Receipt of Tender	<a href="https://eximbankindiatenders.procuretiger.com">https://eximbankindiatenders.procuretiger.com</a>

**Note 1:** All NSIC/MSME's are exempted from submission of Document Fee and EMD as per Govt. provided submission of proof of document (MSME and NSIC certificates). **However, executing Integrity Pact (IP) Agreement and submitting the same in original on or before the due date is compulsory for all the Bidders/ Vendors who wish to participate in the e-tender.**

**Note 2:** Technical and 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 / Tenders can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids. No hardcopy bid submission allowed.

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 tenderers 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 in nature.

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

1. Computer / Laptop with internet connection.
2. Operating system – Windows XP Service pack 3 / Windows 7/ Windows 10.
3. Digital certificate - Class II or III, signing + Encryption, and it should be organizational certificate.
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  
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College, Ellis Bridge Ahmedabad – 380  
006 Gujarat, India Phone: +91 (79) 40230  
813/14/16/18/03  
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## **Mandatory information required for pre-qualification of the Tenderer**

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 Firm. (Proprietor/Partnership/Co. etc)		
9. Name of Bankers	a.	
	b.	
10. PAN Card No.		
11. GST No.		

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

Date:

Place:

Note:

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

## Introduction

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 been 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 and meet and exceed its vision.

Export-Import Bank of India has taken many IT initiatives. Bank has Computerized 100% of its branches 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 11 Domestic offices which are connected to the Data Centre through an Enterprise Wide Network (MPLS).

The Bank has a DC site of SWIFT situate at Floor 24, Center 1 Building, World Trade Center, Cuffe Parade, Mumbai 400005 and Disaster Recovery Site (NDR) at Bengaluru regional Office, 4th Floor, Ramanashree Arcade, Near Kids Kemp, MG Road, Craig Park Layout, Ashok Nagar, Bengaluru, Karnataka 560001. The objective of this RFP is to procure real time replication tool for SWIFT Application.

## **Scope of Work**

### **Part A: SWIFT Service Bureau Connectivity and Maintenance Support:**

1. The Bank's existing SWIFT Service Bureau service shifting from M/s. Xchanging DXC Technology within 20 days from purchase order date.
2. Setting up of SWIFT Service Bureau connectivity for Two BICs (EIBIINBB and EIBIGB2L) and maintenance support for Alliance 7.3 for below Servers:
  - a. Setup of Production Server at Data Centre (DC) at Mumbai
  - b. Setup of Disaster Recovery (DR) site Server at Bangalore
  - c. Setup of Fallback Server at Data Centre at Mumbai
  - d. Setup of UAT and Historical Message Server at Mumbai
3. Maintenance support for SWIFT Alliance Release 7.3 on all servers. Minimum maintenance activities to be carried out are as follows:
  - a. House Keeping activities at all Servers
  - b. SWIFT recommended patch installation, configuration settings
  - c. Addition and deletion of routing rules
  - d. Printer Configuration for SWIFT Alliance
  - e. Restoration of SWIFT Alliance BIC file
  - f. Assistance on SWIFTNet Connectivity issue
4. Monthly SWIFT Alliance Application Maintenance Message archive and restoring to historical server, Patch Management, Syncing of Production server, DR Server, Fall Back Server.
5. Technical Support for all SWIFT message related issues from Monday to Saturday from 8.30 AM to 10.30 PM IST.
6. Technical Support can be provided over phone, email and remote access. The bidder must provide unlimited onsite technical support at Mumbai within 4 Hrs. on Bank's requirement.
7. The bidder must support for DR drill of the Bank.
8. The bidder must provide onsite support for planned DC/DR shutdown maintenance activity.
9. Changes of routing for ACK/NACK instance routing configuration and printing of report.

10. Technical support in SWIFT and coordination with the vendor for SWIFT Replication Tool implementation in the Bank.
11. Configuration of Database Recovery (Backup and Recovery Process) using Bank's DBR license.

## **Part B: Implementation and Configuration for IBM MQ with SWIFT as middleware:**

1. At present, the Bank is using XMM as middleware which needs to be replaced with IBM MQ Software. The Bank will provide IBM MQ Software license.
2. The IBM MQ should be configured on Windows Server Operating system for Production Server, DR Server, Fallback Server and UAT Server.
3. The bidder to configure queues, Q Managers, Channels etc. as and when required.
4. Troubleshooting and support for Technical support for issues with IBM WebSphere MQ Server.
5. Mandatory patch deployment in consultation with the Bank.
6. Liaison with IBM Tech support for any Technical Escalations if any.
7. MQ TLS configuration between IBM MQ and SAA.

## **Part C: SWIFT Customer Security Programme (CSP) Self attestation and KYC:**

1. The bidder should support and advise to Export-Import Bank of India for adherence to Customer Security Programme (CSP) 2019 release issued by SWIFT includes Mandatory and Advisory Controls.
2. The bidder should conduct an audit on CSP guidelines includes Mandatory and Advisory controls and compliance status at the Bank within 2 months. The report should be submitted with minimum following parameters:
  - a. CSP-2019 Guidelines Mandatory and Advisory controls.
  - b. Audit Observation
  - c. Compliance Status
  - d. Recommendations if any.
3. The bidder should support the Bank for CSP self-attestation process and KYC compliance.

The process to be completed **before December 15, 2019.**

4. Provide support for relevant teams in IT/SWIFT Users for CSP implementation.
5. Provide support for Bank's SWIFT audit related quires.

## **Part D: Annual Technical Support and Maintenance**

1. The bidder to provide annual technical support and maintenance for SWIFT Applications and IBM MQ.
2. Unlimited Onsite technical engineer support on Bank's requirement basis at Mumbai and Bangalore office.
3. The Annual Technical Support shall include following minimum activities:
  - a. House Keeping activities at all Servers.
  - b. SWIFT recommended patch installation, configuration settings.
  - c. Addition and deletion of routing rules.
  - d. Printer Configuration for SWIFT Alliance.
  - e. Restoration of SWIFT Alliance BIC file.
  - f. Assistance on SWIFTNet Connectivity issue
  - g. IBM MQ Maintenance.
  - h. SWIFT Version Upgradation.
4. Support for Bank's technical queries within one hour over phone, email and secured remote access.
5. Escalation to L3 support engineer within two hours resolution.
6. Escalation to SWIFT support within three hours resolution.
7. Technical Support for all SWIFT/IBM MQ message related issues from Monday to Saturday from 8.30 AM to 10.30 PM IST.
8. First Year Technical Support and Maintenance is part of implementation.



S. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
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.	
3	The Bidder Must be an Authorized SWIFT Service Bureau Provider in India by SWIFT. The SWIFT Service Bureau name should be listed under SWIFT website.	Valid SWIFT Service Bureau Certificate Document to be submitted.	
4	The Bidder shall execute E-Tendering Process Compliance Statement	Upload seal and signed copy of <b>Annexure -2</b>	
5	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 portal. Original document to be sent to Exim Bank, Head Office, Mumbai as per date mentioned in the	
6	The bidder has to provide all deliverables as per Scope of work mentioned in the RFP.	Signed with company Seal on Scope of work on company letterhead to be uploaded.	
7	The bidder should be actively providing SWIFT application support to at least three major PSU Banks for the last three years	Bidder to share references / Purchase order details	
8	Bidder should have minimum of five SWIFT Technical Specialist certified resources to provide SWIFT support	The details of the same including SWIFT technical specialist certification link must be provided	

9	Bidder should have directly implemented major SWIFT releases like 7.0 / 7.2 on windows platform	Bidder to provide name of the Banks along with purchase order details	
10	The Bidder should have direct experience in implementing SWIFT-MQ based integration with the back office and should have qualified and certified IBM MQ resources	Bidder to provide name of the Banks along with purchase order details	
11	The Bidder should have SWIFT Service Bureau Certification.	The details of the same including SWIFT technical specialist certification link must be provided	
12	Bidder should have minimum of one CISA certified resource for consultation in providing CSP implementation support	Bidder to share CISA certificate of the resource	

**NOTE: Please be informed that the vendor/ bidder who wish to participate in the e-tender must necessarily fit in all the eligibility criteria requirements. Non-compliance of even one of the requirements will result in rejection of the bid(s). Hence, Bidders are requested to upload all the relevant documents mentioned in the Eligibility Criteria to avoid the rejection of the bid(s).**

## ANNEXURE -2

### 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/2019-20/048)

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 – 3

### UNDERTAKING FROM THE BIDDER

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: SWIFT Service Bureau and Technical Support

Ref. No: EXIM/RFP/2019-20/048

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, 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 work, the 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:

# INSTRUCTIONS TO TENDERERS

## 1. Location

The Export-Import Bank of India, 21<sup>st</sup> Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and regional offices in pan India.

- a. Tenderers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before tendering. 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. Submission of Tender:

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

3. If a Tenderer finds discrepancies in or omissions from the specifications or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders, who may send a written intimation to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any error, which may subsequently be discovered and shall make no subsequent claim on account thereof.
4. The bidder(s) shall sign every page of tender document and submit the tender document intact. If the tender is filled by a firm in partnership, it shall have signed by all the partners of the firm. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany with the tender. If the tender is signed under a power of attorney for the firm, a certified copy of the power of attorney shall accompany with the tender.

## 5. Transfer of Tender Documents:

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

## 6. Validity:

Tenders submitted by Tenderers shall remain valid for acceptance for a period up to **90 days from the date of opening of Bid/tender**. The Tenderers 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.

## 7. 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 Tenderers 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 Tenderer are liable to be rejected. For this purpose, Tenderer 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.

## 8. Payments:

The payment shall be made after successful deployment of solution within 30 days after receiving the hard copies of original invoices. The component wise payment will be made as per the below mentioned table:

Sr. No.	PAYMENT Milestone	Payment %
1	Scope of Work – Part A Project Sign Off	100 %
2	Scope of Work – Part B Project Sign Off	100 %
3	Scope of Work – Part C Project Sign Off	100 %
4	Scope of Work – Part D	On Half Yearly Advance Basis from Second Year Onwards

## 9. Signing of the contract:

- I. The successful Tenderer may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 15 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement in the above- stipulated period. The EXIM Bank may cancel the order.
  - II. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful tenderer and accepted by him shall be operative and binding on the EXIM Bank of India and the Service Provider.
10. On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Tenderer.
  11. If so, 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. Earnest Money Deposit (EMD) –

- Earnest Money Deposit amount shall be in the form of Pay Orders /Demand Draft /Banker's Cheque from Nationalized /Scheduled Bank (other than Co-operative), payable at Mumbai This is Interest free deposit in hands of Bank.
  - Earnest Money Deposit from International banks will not be accepted.
  - The Earnest money is to be deposited in favor of Export-Import Bank of India, Mumbai.
  - The earnest money deposited by the unsuccessful Bidder(s) will be returned. The earnest money deposited by the successful Bidder will be retained as a part of Security Deposit.
13. Tenderer must comply with all applicable Labor and Employee welfare laws of Govt. of India. Tenderer must submit Labor Licenses Certificate, Employees Provident Fund Recovery Certificate before the submission of first on account bill
  14. Non-compliance with any of the conditions set forth in these tender documents is liable to result in the contract being terminated.
  15. The authority for acceptance of the bid will rest with the Bank, which does not bind itself to accept the lowest or any other tender nor does it undertake to assign reasons for declining to consider any tender or tenders.

## 16. Termination

- a. BANK may terminate the Contract if the Service Provider materially breaches its obligations under Agreement and fails to cure such breach within 30 days after receipt of written notice of same.
- b. In the event of termination of agreement by either party, for reasons of breach of terms of agreement by either party, the party terminating have right to claim, compensation /damages to the extent of loss or damage suffered because of such breach by defaulting party.
- c. In the event of termination of agreement by BANK on account of breach of terms of agreement by Tenderer, BANK shall have right to withhold all /any payments, due to Tenderer for services rendered prior to termination. The Security Deposit and Performance Bank Guarantee will also be forfeited by BANK.
- d. In the event of the termination of agreement by BANK for any reason other than breach of terms by Tenderer, he will be entitled for the payments due for services rendered prior to the date of such termination.
- e. In the event of Tenderer conveying to BANK their desire to discontinue this contract, Tenderer shall give BANK at least one Quarter prior notice of such termination.
- f. If the performance of Tenderer found unsatisfactory, the contract can be terminated by the Export-Import Bank of India, Mumbai administration by giving one MONTH prior notice.

## 17. Confidentiality

- a. Each party acknowledges that it will have access to certain confidential and proprietary information of the other party concerning the other party's business, plans, customers, technology and products, reports and other information held in confidence by the other party that is not generally known or available to the public ("Confidential Information"). Each party shall protect the other's confidential information from unauthorized dissemination and use the same degree of care that each such party uses to reasonable amount of care. Neither party will use the other's confidential information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party shall disclose to third parties (except as required by law or to that party's attorneys, accountants and other adviser as reasonably necessary) the other's confidential information without the prior written consent of the other party.
- b. Confidential information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential information will also include, but not be limited to, Tenderer's proprietary technology, including bidder



services, software tools, hardware designs, algorithms, software (in source and object forms) , user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world(whether owned by bidder or licensed to bidder from a third party), including any derivatives, improvements, enhancements, or extensions of bidder technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to BANK or that have general applicability in the industry. The terms and conditions of this Agreement are also confidential.

- c. Information will not be considered Confidential information to the extent, but only to the extent, that such information - (i) is or becomes generally known or available to the public through no fault of the receiving party, (ii) was in the receiving party's possession before receipt the disclosing party: (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one party without reference to any confidential information of the other or (v) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement.

#### 18. Names and address of Service Engineer

- a. Only competent and efficient personnel shall be deputed for support work as well as attending to emergency/break down calls by Service Provider.
- b. The Service Provider shall provide suitable identification to his engineers and staff authorized to attend to the maintenance works, to facilitate verification by the Bank staff.
- c. List of all personnel of the Service Provider, with above qualifications and experience, to be deployed on-site should be enclosed, which may be changed only with due BANK approvals.

#### 19. Communication to the Service Provider

The Tenderer shall specify in his tender the Telephone numbers of his office, service center or official e-mail id where the complaints need to be logged. This Telephone shall be available round the clock for logging the complaint. Upon logging of complaint, a complaint number shall be given for record and future follow up. Any communication passed on to the person on designated Telephone Line & who attends the given Telephone shall be deemed as having logged the complaint, irrespective of the fact that he/she is the authorized person to receive the call or not. On-site Engineer's name, mobile no. & E-Mail address shall be given.

## 20. Security for Data and Confidentiality

The Service Provider should maintain confidentiality of the data in the systems. The Service Provider should take all necessary steps to ensure that the data is not leaked to any agency.

## 21. Notices to local bodies:

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

## 22. I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is digitally signed.

## **Commercial Evaluation Parameters:**

Sr. No	Item Description	Quantity	Amount in (₹) (exclusive of taxes)
1	<b>PART A:</b> SWIFT Service Bureau Connectivity and Maintenance Support as per Scope of Work in the RFP.	1	
2	<b>Part B:</b> Implementation and Configuration for IBM MQ with SWIFT as middleware Support as per Scope of Work in the RFP.	1	
3	<b>Part C:</b> SWIFT Customer Security Programme (CSP) Self attestation and KYC Support as per Scope of Work in the RFP.	1	
4	<b>Part D:</b> Annual Technical Support and Maintenance on yearly basis Support as per Scope of Work in the RFP ( <b>Mention Yearly AMC Cost</b> )	1	
	<b>Grand Total (₹) Exclusive of all taxes</b>		

## ANNEXURE-4

### 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, 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 (Replication tool for SWIFT Application) and the **BIDDER/Seller** is willing to offer/has offered the same 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 ten 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 one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is first.
- 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 are given below).

<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>
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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.

**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  
General Manager  
Export-Import Bank of India  
Ministry of Finance

Witness

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

**BIDDER**

Mr./Ms. \_\_\_\_\_  
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.