



Request for Proposal (RFP) For

- (A) Subscription of Global Watch List, PEP List, Sanction Organizations / Individuals PEP List, Adverse Media Individuals/Organisation List, ML and CFT Data feed Services
- (B) Screening Software / tool and integration with Core Banking Software 'Finacle'

E-Tender Reference No: EXIM/RFP/2019-20/079

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

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1. IMPORTANT INFORMATION

RFP NO: EXIM/RFP/2019-20/079 DATED FEBRUARY 14, 2020

Tender Document for	Request for Proposal (RFP) For a) Subscription of Global Watch List, PEP List, Sanction Organizations / Individuals PEP List, Adverse Media Individuals/Organisation List, ML and CFT Data feed Services b) Screening Software / tool and integration with Core Banking Software 'Finacle'
Tender Reference No.	EXIM/RFP/2019-20/079
Tender Document Cost.	₹ 5,000/- (Non-refundable) (Demand Draft (DD) in favor of "Export-Import Bank of India" payable at Mumbai.
EMD Amount	₹ 2,00,000/-
Last date for acceptance of E-Tender Document Cost, IP Agreement, EMD Amount	13-Mar-2020 03:00 PM
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	20-Feb-2020 05:00 PM
Document Downloading Start Date	20-Feb-2020 05:00 PM
Document Downloading End Date	13-Mar-2020 10:00 AM
Pre-bid date, time and location.	27-Feb-2020 4.00 PM Export-Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Last Date and Time For Submission	13-Mar-2020 03:00 PM
Opening of Tender	13-Mar-2020 05:00 PM
Address for communication	As above Ph. 022-22172600, Ext: - 2410 E-Mail: dharmendra@eximbankindia.in
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

Note 1: Exim Bank reserves the right to change date and time without assigning any reasons thereof. Information of the same shall be notified on the Bank's website. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.

Note 2: Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet. i.e. the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids.

The eligible Bidders will be trained by M/s e-Procurement Technologies Ltd. (ABC Procure) personnel on the methodology of submitting the bids online using a special digital signature / electronic key / password at the date and time specified. The bids placed by the Bidders are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection.
2. Operating system – Windows 7/ Windows 10.
3. Digital certificate - Class II or III, signing + Encryption, and **it should be organizational certificate only.**
4. Vendor registration can be done online by opening Website:
<https://eximbankindiatenders.procuretiger.com> Click on "New Bidder Registration" link, create User Id and Password and attach your Digital certificate.

For any clarification kindly contact:

E-Procurement Technologies Limited
801, Wall Street – II
Opposite Orient Club near Gujarat College,
Ellis Bridge, Ahmedabad – 380 006
Gujarat, India
Phone: +91 (79) 68136820/29/31/35/40/43/52/53/57/59/63
Fax: +91 (79) 40230847

2. 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. GST No.		

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

Date:

Place:

Note:

3. INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website:
<https://eximbankindiatenders.procuretiger.com/EPROC/>
2. The bidders can enroll themselves on the website:
<https://eximbankindiatenders.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 tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e-tender.
4. Please go through the tender advertisement and the tender 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 tender 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 document are properly uploaded online Website for E-Procurement
<https://eximbankindiatenders.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 as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender 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. The Bidder should be a manufacturer or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.

CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

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 in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized 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.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSMEs 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, are not eligible for exemption/preference.

5. The MSMEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

Relaxation of Norms for Micro & Small Enterprises (MSMEs):

- 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.

4. 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.

- 4.1 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.
- 4.2 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.
- 4.3 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 of 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).

- 4.4 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.

- 4.5 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.
- 4.6 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/services.
- 4.7 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.
- 4.8 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.
- 4.9 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.

4.10 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.

4.11 Evaluation and Comparison of Bids:

The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a two-stage process. The stages are:

- a) General Eligibility evaluation
- b) Commercial evaluation

4.12 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.

4.13 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).

4.14. Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

4.15. 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.

5. SPECIAL CONDITIONS OF RFP

- 5.1 **Advance Payments:** No advance payment(s) would be made OR Advance payments may be made upto 30% against appropriate Bank guarantee or any authorised guarantee, as acceptable to the Buyer.
- 5.2 **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
- 5.3 **Force Majeure clause:**
- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
 - b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
 - d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
 - e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

6. SCOPE OF WORK FOR SANCTIONS SCREENING SOFTWARE

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.

The purpose of this RFP is to invite bids from established bidder for subscription of Sanction Organizations/Individuals Watch List, PEP List, Adverse Media Individuals/Organization & their relatives List data feed services. Bidders who are interested in participating in this RFP must fulfill the eligibility criteria mentioned in this RFP and in a position to comply with the Functional requirement mentioned in the document. Apart from above, bidder must also agree to all terms & conditions mentioned under this RFP.

The Bank is inviting all qualified bidders to participate in this e-tender as per eligibility criteria and scope of work mentioned.

Exim Bank Office under this Project:

Sr. No	Location	Office Address
1	Exim Bank Head Office – Mumbai	Export-Import Bank of India, 21st Floor, Center One, World Trade Centre (WTC) Complex, Cuffe Parade, Mumbai 400 005

PART A:

Functional Requirement – Subscription of Sanction Organizations /Individuals Watch List, PEP List, Adverse Media Individuals/Organization & their relatives List Data feed Services. Bidders to comply all the points in the below table. Noncompliance to any one of the points will lead to rejection of bid.

Sr. No	Bank's Requirement	Compliance (Yes/No)
1	The data feed services must provide the access to official sanctions and enforcement lists from around the globe.	
2	It must be updated daily / periodically	

3	It must provide relevant, accurate and up-to-date content to fulfill bank's business and regulatory risk requirements.	
4	Any AML legislation passed by any country must be updated in the database/ data feed.	
5	All Global banned organization/individuals list such as UNSCR, Al-Queda, OFAC Non SDN Entities, OFAC Sanctions List, OFAC SDN List, UAPA, Australian Dept of Foreign Affairs and Trade list, Bureau of Industry and Security List, DTC Debarred Parties, EU Consolidated List, FBI lists, FBI Hijack Suspects, FBI Most Wanted, FBI Most Wanted Terrorists, FBI Seeking Information, FBI Top Ten Most Wanted, Interpol Most Wanted, Majority Money Laundering Countries List, Nonproliferation Sanctions List, Offshore Financial Centres, OFSI Consolidated List, Primary Money Laundering Concern List & Primary Money Laundering Concern Jurisdictions List, Terrorist Exclusion List, Unauthorized Banks List, Un Consolidated List, World Bank Ineligible Firms List, Reserve Bank of India- Caution Listed Exporters, blacklisted directors from MCA/Registrar of Companies ECGC- Specific Approval List (SAL), ECGC - Buyer Specific Approval list, HM	
6	It must cover all PEP (Politically Exposed Persons) list along with family members and its close relatives Global PEP database, which provides identifiers such as name, date of birth, family and associates	
7	It must provide up to date information and data regarding any watch list published by any country / association of countries / enforcement agencies.	
8	All profile information enhanced with unique identifiers including photographs and date of birth plus source links biographies, cross references to family members, associates and affiliated companies	
9	The watch list should provide for the SEBI debarred list (comprising entities / Scrips etc.) and any / all list released by the Securities Exchange Boards (Securities" Regulators) of any country	
10	The data provider must provide the regularly updated watch list data from following regions:	
	10.a United States - Agencies - Entities derived from the Securities and exchange Commissions, National Association of Securities Dealers, Federal Trade Commission, Department of Justice and any other authority/ institution of a Regulatory nature.	
	10.b United States - State Legal - Entities derived from U.S. attorneys, Attorneys General, Security Commissions & Divisions and other various state-level departments	
	10.c South and Central America - Entities derived from sources including Attorneys General or Supreme Courts, General Banks and police agencies	

	10.d International - Entities derived from research, public news media, the MLAT treaty or international organizations such as the World Bank and Interpol.	
	10.e Europe, Middle East and Africa - Entities derived from sources in financial market authorities, financial services boards, commissions and authorities.	
11	All lists (watch lists and PEP lists) must be auto updated on an ongoing basis (i.e. Modification/addition takes place in any watch list) from various databases in the public domain, investigations and research and provide the watch list data on-line as well as in xml format on a 24 x 7 basis.	
12	It must also provide details of sanction jurisdictions (such as Iran and Syria), which includes: <ul style="list-style-type: none"> a. Regions, States, provinces b. Cities c. Seaports d. Airports e. Free Trade Zones / tax havens f. Prohibited/ banned goods g. BICs h. Vessels etc. 	
13	It must also provide the dedicated data feed of Iranian Entities, which includes <ul style="list-style-type: none"> a. Politically Exposed Persons b. State Owned Companies c. Financial Institutions and related companies d. Vessels, sea ports, airports e. Banned and prohibited goods f. BICs(Bank Identifier Codes) 	
14	The data feed should facilitate the following checks and validations against: <ul style="list-style-type: none"> a. Country sanctions like US, UN, FATF, OFAC sanctions, etc. b. Individuals / Institutions / Subsidiaries and Affiliated offices of sanctioned entities like SDN, PEP, etc. c. Sanctioned sea and airports of loading and discharge. d. Type of material / forbidden merchandise/ prohibited / banned goods in Trade transactions e. Eligibility of institution for trade transactions f. Any penalties / legal disputes / pending disputes / violations / court cases, etc. of the Individuals / 	
15	All above or any other list in addition to over and above shall be in XML format and downloaded in single XML with full detail along with the related file structure and definitions of various fields in the structure.	

16	Pop-up shall be given for selection of any particular list or combination of list in single XML file for download.	
17	Watch list and PEP list data services should be capable of de-duplication of records of banned individuals/organizations	
18	PEP list should provide information of individuals, its relatives and associates.	
19	Data dump of watch list and PEP list file should be in .csv/.xml format and it should be downloadable one time with incremental data updates and data should be updated every day.	
20	Apart from Data feed service, Data service provider should provide a platform to search offline. Minimum 5 user license should be provided for offline search.	

PART B

Screening Software / tool and integration with FINACLE Core Banking Software

A. Screening Software / tool should have the following functionalities:

- ✓ Screening tool / Software provider should be vendor - agnostic. The Bank may retain the screening software / tool and may change the data service provider at later stage. Screening software / tool should have capability to integrate with new data service provider.
- ✓ Screening software / tool should store the screening results and compliance status for audit purpose.
- ✓ The aim of system integration is to enable system-generated alerts as and when an existing customer gets added to a sanctions list.
- ✓ The Bank is in the process of integrating the core banking solution with data feed service provider to ensure real-time screening of the Bank's customer base against international sanctions lists.
- ✓ The aim of system integration is to enable system-generated alerts; or if an incoming or outgoing remittance is traced to a sanctioned entity. This will include the beneficiaries of L/Cs, Correspondent Banks, Advising Banks, Confirming Banks, Reimbursing Banks, etc. apart from the

corporate clients and their suppliers [when disbursements are to be directly made to the Suppliers' account].

B. Integration with Finacle

The bidder should provide an API which shall be easily configurable with any standard core banking solution. At present, the Bank is using **Finacle** as Core Banking Solution. The Bidders should provide detailed API document for integration with Finacle. The API should not have any limitation on number of records returned.

At present, the Bank needs Finacle and Sanction list integration at the following levels. It is the responsibility of the bidder to integrate:

FINACLE ↔ Screening Software / tool ↔ Sanctions lists

on following business operations:

- A.** Customer ID opening - Customer Information File system, in FINACLE, stores all the customer related information. Every business (corporate) customer bears a unique identity signified as CIF ID. The ID number is called CIF ID (Customer Information File ID). This CIF ID is subsequently used by the Bank to provide all types of products and services to the customer. Sanction list integration is required before creation of CIF ID. Once the compliance officer approves the inputted customer information search in sanctions list, the Finacle should allow CIF ID creation. If the compliance officer rejects the CIF ID creation due to presence of customer in sanctions list, then the system should not allow CIF ID creation.
- B.** Similar to CIF ID, sanctions list screening integration is required at Finacle Account Opening level.
- C.** SWIFT provides and maintains a global message transport network, conforming to certain standards, which enables user banks or financial institutions to communicate with one another or with SWIFT itself by sending structured messages. The SWIFT communications network is widely used by banks to send and receive messages, confirmations, statements, messages regarding fund transfers, remittances and more significantly for trade finance related activities such as documentary credits, guarantees and collections. EXIM Bank is using SWIFT alliance access to send and receive messages. All the SWIFT messages are created in Finacle application (Core and Treasury) and then passed to IBM MQ for sending the messages to SWIFT alliance access. During initial phase of Sanctions list integration, all payment messages are to be screened in sanctions list database for both outward and inward messages. The vendor should provide detailed integration approach in project plan document. Later, the bank may go for screening of all types of messages.

- D. The Bank may need integration for domestic payments (NEFT / RTGS / BG / LC) and messages at later stage. The bidder should be in a position to integrate without any additional license or software cost.

7 EVALUATION OF BIDS

The technical bids will be evaluated for determining the continued eligibility of the Bidder for project and compliance of the bids with the necessary technical requirements and scope of work of this tender.

The Exim Bank may seek clarification from any or all Bidder(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications not received from the Bidder(s) within stipulated time, the respective technical parameters would be treated as non-compliant and decision to clarify the Bidder(s) will be taken up by the Bank at its own discretion.

The evaluation criteria will be based on Quality and Cost Based Selection (QCBS) on 70:30 valuation. Financial proposals of only those bidders who are technically qualified (scoring 70 and above) shall be opened on the date and time to be advised to the qualified bidders, in the presence of the bidders and/or their representatives who choose to attend.

The marks scored in the technical bid which essentially rates the bidder on technical criteria will be given weightage of 70%. The financial bids will be given weightage of 30%. The final score of technical and financial will determine the ranking of the firms, who are technically qualified. In case of a tie in the Final score between bidders, the bidder with higher technical score will be given a higher rank. The Bank will invite the top ranked consultant for negotiation based on the ranking derived from the final score as per the calculation methodology given below:

Calculation of Final Score

$$\begin{aligned}\text{Commercial score (CS)} &= \frac{C_{\text{low}}}{C} * 70 \\ \text{Technical score (TS)} &= T * 0.70 \\ \text{Final score (S)} &= CS + TS\end{aligned}$$

C low - The lowest commercial bid

C - Commercial quote of the bidder

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

8 TECHNICAL EVALUATION CRITERIA

Sr. No.	Technical Criteria require from bidder	Marks Allocated	Document Require to verify the Eligibility Criteria
1	The Bidder turnover in last three years i.e. 2016-17, 2017-18 and 2018-19. i.e. each year. Upto 10 Cr and <=20 Cr = 5 Marks >20 Cr and <=30 Cr = 10 Marks >30 Cr = 15 Marks	15	Copy of the audited balance sheet as well as an auditor certificate mentioning the turnover for last three financial years from the auditor should be submitted.
2	Number of Screening software (The solution which is proposed for this RFP) implementation in Banking/ Financial Institutes in India. One implementation=10 Marks Two Implementation=20 Marks More than two =30 Marks	30	Upload Purchase order copy
3	Proposed Technology details and Presentation by the bidder	25	Upload Project execution approach document.
4	Number of Data feed services (The data feed services which is proposed for this RFP) implementation in Banking/ Financial Institutes in India. One implementation=10 Marks Two Implementation=20 Marks More than two =30 Marks	30	Upload Purchase order copy

Note: Min 70% marks are required to qualify for opening of price bid.

9 INSTRUCTIONS TO BIDDERS

9.1 Location:

Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India.

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

9.3 Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.

9.4 Transfer of Tender Documents:

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

9.5 Rates:

The EXIM Bank is not concerned with any rise or fall in the product prices during price validity period of 180 days from tender opening date.

9.6 **Payments:** The payment will be made as per below schedule:

Sr. No.	Milestone	Payment
1	Data Subscription Fee and Watch list – Search/ Research (Umbrella Keywords)-Users Fees	Quarterly Advance Payment
2	Screening Software Cost and Implementation cost will be paid after production project sign-off.	100%
3	AMC for Screening Software	Half yearly advance basis.

Warranty will start from the date of project sign-off.

9.7 Signing of the contract:

- a) The successful Bidder may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above- stipulated period, the EXIM Bank may cancel the order.
- b) Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the EXIM Bank of India and the Service Provider.

9.8 On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Bidder.

9.9 If so decided EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.

9.10 The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 3 months' notice period for termination of contract if service is not satisfactory to the Bank.

9.11 Notices to local bodies:

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

I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Bidders.

Sign:
Date:
Place

10 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/2019-20/079**)

- 10.1 The price once submitted cannot be changed.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 Bids once made cannot be withdrawn or modified under any circumstances.
- 10.6 The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.
- 10.7 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: -

11 UNDERTAKING FROM THE BIDDER

To,
Mr. Dharmendra Sachan,
General Manager,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Dear Sirs,

Ref: Subscription of Data Feed Services and Screening Software / tool and integration with Core Banking Software 'Finacle'

Ref. No: **EXIM/RFP/2019-20/079**

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, LBT, VAT, GST, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

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

Place:

Name:

Date:

Designation:

12. 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. Paid all applicable statutory dues on due dates. Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
2. As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India including PSBs. We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
3. My company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during contract period. 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:

13. ELIGIBILITY CRITERIA FOR BIDDER

Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

S.No.	Eligibility Criteria	Document
1	The bidder has to submit Pre-Contract Integrity Pact (IP) signed by authorized signatory as prescribed format. Bidder shall be liable for rejection in case of non-submission of the same.	The bidder is required to sign an Integrity pact as per <u>Annexure-VII</u> in 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.
2	The firm should not have been banned/blacklisted declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Govts./ Multilateral agencies such World Bank, ADB, AfDB/ RBI/ICAI. The firm should not have defaulted to Banks/FIs in India in payment of dues.	Undertaking By Bidder as Per Annexure-IV
3	The successful Bidder may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above-stipulated period, the EXIM Bank may cancel the order.	Undertaking By Bidder as Per Annexure-VI
4	The bidder should be a registered/incorporated company in India as per Companies Act 2013, must have in existence for the last 3 years in India.	Relevant Documents of registration is to be submitted.

5	Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender.	Submit MAF as per Annexure. If the bidder is other than OEM, separate MAF is required for Screening tool and Data feed services.
6	Bidder/OEM should have been in the Watch list, PEP List, Adverse Media Individuals/Organisation & their relatives List, ML and CFT Data feed service for a minimum period of 2 years.	The bidder has to submit Purchase Order and supporting documents for the same.
7	Bidder/OEM should have successfully completed/implemented the assignments for Providing Watch list Data feed services to at least 2 Indian Banks and the bidder should have experience in Finacle Integration with at least one public sector bank where Finacle is used as CBS. The bidder should provide both data services and Finacle integration implementation.	The bidder has to submit Purchase Order and supporting documents for the same.

The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The Bidder must comply with all above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the Bid summarily.

Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

All documentary evidence/certificates confirming compliance to eligibility criteria should be part of technical bid.

14. NON-DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____ by and between

_____, (a _____ incorporated under the _____) having its office at _____ (hereinafter referred to as “_____” or the “**Receiving Party**”, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

Export-Import Bank of India, a corporation established under the Export-Import Bank of India Act, 1981 and having its Head Office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 and one of its Regional Office at _____ hereinafter referred “EXIM” or “**Disclosing Party**”) which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

_____ & EXIM are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

The Parties intend to engage in a business relationship which includes _____. In the course of such business relationship, it is anticipated that EXIM may disclose or deliver to _____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of _____ (hereinafter referred to as “**the Purpose**”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Confidential information:** For the purposes of this Agreement, “Confidential Information” means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof. The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in

the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the

Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information,
(ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.
7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or

diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India

Receiving Party: _____

or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. if delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
- iii. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

iv. if sent by an electronic mail, on the day of receipt, if received before 11.00 a.m on a business day, or otherwise on the first business day after receipt.

10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.
11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on “as is” basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

Receiving Party

By_____

By_____

Name:

Name:

Title:

Title:

15. PRE-CONTRACT INTEGRITY PACT

Between

Export-Import Bank of India (EXIM BANK) hereinafter referred to as “The Principal”,
and
..... hereinafter referred to as “The Bidder/
Contractor”

Preamble

The Principal intends to award, under laid down Organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary

contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Sanction 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the bidder(s)/ Contractors(s) from the tender process.

Sanction 4 – Compensation for Damages

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 — Equal treatment of all Bidders / Contractors / Subcontractors

- (3) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (4) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (5) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal has appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. Names and Addresses of the Monitors are given below;

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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The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), EXIM BANK.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant

the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Managing Director (MD), EXIM BANK and recuse himself / herself from that case.
- (5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Managing Director (MD), EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director (MD), EXIM BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), EXIM BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director (MD) of EXIM BANK.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Date_____

Witness 1:
(Name & Address)

Witness 2:

(Name & Address)

16. MANUFACTURER'S AUTHORIZATION FORM (MAF)

Date: _____

To,
Mr. Dharmendra Sachan,
General Manager,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Tender Ref. No: **EXIM/RFP/2019-20/079**

Name of Tender: Subscription of Data Feed Services and Screening Software / tool and integration with Core Banking Software 'Finacle'.

Dear Sir,

We _____ (**OEM Name**) _____ who are established and reputable manufactures of _____ having factory at _____ do hereby authorize (**Bidder Name.**), (_____ **Bidder Address** _____) who intends to bid, negotiate and conclude the contract with you against the above mentioned tender reference for our range of products.

Our full support is extended to them in all respects for supply and installation. Further, **we (OEM / Manufacturer name)** shall provide support services (as per SLA) during entire warranty and AMC period directly by us for the offered solution (hardware as well as software) as per the terms and conditions of the tender.

We also undertake that in case of default in execution of this tender by the (**Bidder Name**), the (**OEM/Company Name**) will take all necessary steps for successful execution of this project as per tender requirements.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm.

Yours faithfully,
(Name of bidder)

for and on behalf of

M/s _____
(Name of manufactures)

17. COMMERCIAL BID

S No	Services	No.of Licenses	Amount in Rs.(Excluding GST)	Remarks
1	Watch list Data Feed Service	Enterprise		Yearly Subscription Cost.
2	Watch list – Search/ Research (Umbrella Keywords)	Five Users		Yearly Cost
3	Screening Software Cost	Enterprise		One time Software Cost
4	Implementation cost	NA		One time cost
5	AMC for Screening Software	NA		AMC amount will be paid in half yearly advance basis.
		Total.(Excluding GST)		