

E-Tender for

" Implementation and Maintenance of Audit Management Software Solution"

for

Export-Import Bank of India

E-Tender Reference No: EXIM/RFP/2020-21/06

Head Office:

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

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1. QUOTATION BID NOTICE

Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for "Implementation and Maintenance of Audit Management Software Solution".

- 1. 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.
- 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.
- 3. Tender document will be allowed for download from above web site after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.

4. CONTACT INFORMATION FOR E-TENDER PROCESS

e-Procurement Technologies Limited A- 801 – Wall Street - II, Opposite Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad – 380 006. Gujarat State, India

Phone: 079-68136852/43/40/35/63/53/31/29/20/57/59

Fax: +91 (79) 40230847

Email Ids: support@procuretiger.com

5. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

2. GENERAL TENDER DETAILS

Tender Document for	Implementation and Maintenance of Audit Management Software Solution
Tender Reference No.	EXIM/RFP/2020-21/06
Tender Document Cost (TDC)	₹ 2000.00(Non-refundable) (Rupees Two Thousand only) to be paid through NEFT or Demand Draft in favour of Export-Import Bank of India, Mumbai
EMD Amount	₹ 1,00,000.00 (Rupees One Lakhs only) to be paid through NEFT or Demand Draft in favour of Export-Import Bank of India, Mumbai
Last Date for TDC and EMD Amount payment and account details for Online transfer. In case of online transfer, please upload amount transfer reference number details.	10-Aug-2020 03:00 PM Beneficiary Name: EXPORT-IMPORT BANK OF INDIA Account No: 20018701316 Branch No: 00485 Branch IFSC: MAHB0000485 Bank & Branch Name: Bank of Maharashtra Maker Towers Plot No 85 E Block, Cuffe Parade, Mumbai - 400005
Last date for acceptance of IP Agreement	10-Aug-2020 03:00 PM
Place of Submission of IP Agreement original document.	Export Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005. If lock down continues, upload digitally signed IP Agreement copy on e-Tender portal.
Date of Online Notice	July 17, 2020 5:00 PM
Date of Online Pre Bid meeting	July 24, 2020 03:00 PM Due to existing COVID situation, the Bank will conduct pre-bid meeting through video conferencing (VC). The bidders who are interested to join pre-bid meeting should send a mail request to mail IDs mentioned in the address for communication on or before pre-bid date and time to receive the VC link.
Document Downloading Start Date	July 17, 2020 5:00 PM
Document Downloading End Date	August 10, 2020 10:00 AM

Last Date and Time For	10-Aug-2020 04:00 PM
Submission	
Opening of Technical bid	10-Aug-2020 05:00 PM
Address for	As above Ph. 022-22172600, Ext: - 2410/2446
communication	E-Mail: dharmendra@eximbankindia.in
	madhes.g@eximbankindia.in
	dineshj@eximbankindia.in
D (D) (E	
Place of Receipt of E-	https://eximbankindiatenders.procuretiger.com
Tender	

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

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

Minimum requirement for e-tender participation:

- 1. Computer / Laptop with internet connection
- 2. Operating system Windows 7/ Windows 10
- 3. Digital certificate Class II or III, signing + Encryption, and it should be organizational certificate only
- 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

3. 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.

Contents		Particulars	Details
1. Name of the Firm			
2. Name of the Propriet	tor,		
Partners/Directors			
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone No	s.		
a.			
b.			
C.			
4. Head Office Address	;		
5. Email Address			
a.			
b.			
6. Year of Establishmen	nt		
7. Registration No. and Registration	Date of		
8. Status of the firm			
(Proprietor/Partnersh	ip/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 :

4. INFORMATION FOR BIDDERS

- 1. Bids shall be submitted online only at website: https://eximbankindiatenders.procuretiger.com/EPROC/
- 2. The bidders can enrol 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 poof 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.

5.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.

6. GENERAL CONDITIONS OF RFP

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

- 1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. Standard Arbitration Clause: All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. Any dispute, disagreement 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. 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.
- Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 6. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

- **7. Termination of Contract**: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:
 - (a) The Seller is declared bankrupt or becomes insolvent.
 - (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (c) With mutual agreement
 - (d) As per decision of the Arbitration Tribunal.
- 8. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.
- 9. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of any or all the rights mentioned above.
- 10. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

11. 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 what so ever. 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 three-stage process. The stages are:

- a) General Eligibility evaluation
- b) Technical evaluation
- c) Techno-Commercial evaluation

Technical Evaluation Scoring

- i. The objective of designing this evaluation method is to facilitate the selection of the most technically capable system, which can appropriately meet the business requirements of the Bank. The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.
- ii. The first stage of evaluation will be evaluating the technical proposals of the shortlisted bidders after the eligibility screening. The bidders scoring less than 75 marks (cut-off marks) out of 100 marks in the technical evaluation shall not be considered for further evaluation. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will be invited for next stage of techno-commercial evaluation process.
- iii. The decision of the Bank in regards to Evaluation would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason what so ever.
- iv. The Technical bid would be rated on a total score of 100 with the major areas as follows and the ranking of Technical score would be derived for each Bidder.

Techno- Commercial Evaluation

- The Commercial Bid will be opened only if the Technical Bid is cleared and accepted.
- ii. Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, Bank may seek specific clarifications from any or all Bidders.
- iii. EXIM Bank's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.
- iv. EXIM Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by EXIM Bank shall be final, conclusive and binding on the Bidders.
- v. 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 of the response to this RFP will be done on a 70-30

techno-commercial evaluation method. 70% weightage is to the response to Table below – "Technical Bid evaluation criteria" and 30% weightage to the response to "Commercial Bid". The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology has been given below

Total score = $0.70 \times T (s) + 0.30 \times F(s)$ Where:

 $F(s) = (LEC / EC) \times 100$

Acronyms:

- T(s) stands for percentage of technical evaluation score out of 100.
- F(s) stands for percentage of a bidder's commercial price compared to the lowest quoted price.

EC stands for Evaluated Cost of the Commercial offer quoted for by the bidder. LEC stands for Lowest Evaluated Cost of the Commercial offer amongst the bidders.

- vi. The bidders scoring the highest marks based on the criteria given above will be awarded all the assignments given in scope of work.
- vii. Commercial Bid of only technically qualified bidders will be opened in the presence of technically qualified Bidder's representatives on date and time, which will be communicated to the qualified Bidders in due course.
- viii. If the bidder fails to score for any line item in minimum technical specification, the bank reserve the right to score them '0' (zero).

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.

- 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).
- 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.
- 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.

<u>INTRODUCTION</u>

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.

BACKGROUND AND PURPOSE OF THE PROJECT

The Bank intends to issue this RFP document to eligible Bidders to participate in the competitive bidding for appointment of Vendor for supply, customization, implementation and operationalization of web based software solution for Automation of Audit & inspection in CBS environment of the Bank on turnkey basis.

7. SCOPE OF WORK

This Request for Proposal ("RFP") is for Customization, Implementation and Operationalization of Audit Management Software for Head Office (HO) /Regional Offices (ROs) in CBS environment of the Bank. The offered Software for Internal Audit & Concurrent Audit must conform to the latest guidelines issued by Ministry of Finance (Department of Financial Services)/RBI for conducting Audit of Head Office/Regional Offices in CBS Environment including Off site Monitoring System (OMS).

The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

1. List/module of Audits/Inspection to be covered:

- a) Risk Based Internal Audit/ Inspection (RBIA)
- b) Risk Based Concurrent Audit (RBCA)
- c) Management Audit & Inspection (MAI)
- d) Credit Audit
- e) Revenue Audit
- f) Compliance Audit
- g) Statutory Audit
- h) Information System Audit
- i) Inspection Audit from Head Office (Short Visit)
- i) Off-site transaction monitoring as per DFS, MoF Guidelines
- k) Audit of Outsourced Service Providers & Migration Audit.
- I) Legal Audit
- m) Special Focus Audit

Initially Bank is proposing to implement RBIA/Internal Audit, Concurrent Audit and Credit Audit modules, later on Bank may consider implementation of other modules as and when different groups require it.

2. The Activities/Processes to be covered under Software:

The proposed Audit Management Software (AMS) should have all the modules/applications required in an audit process such as;

- a) Preparation & Maintenance audit & inspection related database, identification of audit unit, preparation & monitoring of audit plan, process of identification/empanelment of Internal / concurrent Auditors, Scheduling and allotment of units to the auditor/ team of auditors.
- b) Generation of audit report as per check list (which covers work area such as Deposits, Credit, Credit Monitoring, Operations, Foreign Exchange, Recovery, Administration, Profitability etc.), generation of Executive summary out of complete audit report etc., Generation of due date for closure of audit & inspection report, Revenue leakage detected and recovered during current month as well as cumulative figures.
- c) Making audit reports format (check list) available to auditors, facilitating auditors by providing data collated from various system/ solutions of the Bank including CBS, Verification by auditors and making observations of irregularities/ deviations, Risk Assessment, escalation to the other users for submission of compliance, Verification of compliance and acceptance/ rejection, Provision for multiple rejection & resubmission, collation of various audit reports.
- d) Performance evaluation of Concurrent Auditor. Migration of existing data of Internal/ Concurrent Auditors in the new solution. Software should have provision of maker & checker.

3. Project Objective

The AMS Software must conform to the latest guidelines issued by Ministry of Finance (Department of Financial Services)/RBI for conducting Audit of Regions in CBS Environment. This would include the followings:

a) Implementation of application/module for Risk Based Internal Audit (RBIA)/ Concurrent Audit (CA) with offline facility. The offline facility should be provided to upload the audit work done by the auditor during and after office hours. Auditor should have facility to save the work done on local PC/ laptop to upload the same to the AMS later, when system shall be available to him/her at Region/head office. Offline module is required to save man-days. The application should have maker & checker concept.

- b) Maintenance of Internal Auditors list for allotment of work.
- c) Maintenance of Region/Group Master.
- d) Maintenance of Master (Others) as per requirement of Bank like maintenance of master details of internal auditors / concurrent auditors / external auditors/IS auditors in the system. Maintenance of master details of RO/HO authorizing officials.
- e) Capture of relevant data from CBS or other systems to facilitate Internal/RBIA/ Concurrent Audit etc. The relevant region/group data for audit needs to be captured from CBS and other system as per requirements of DFS, MoF & RBI checklist and guidelines. Presently data for region profile is to be captured from CBS. The automatic mechanism for loading and required infrastructure to be provided by the bidder. The complete cost of integration with Banks CBS system will be borne by bidder.
- f) Introduction of various checklists / Reports to verify and make observations in the solutions.
- g) Submission of audit compliance & closure of reports. Few of IAG report formats and Dashboard format are enclosed for reference.
- h) Monitoring of critical and pending issues, generation of various MIS Reports, Dashboard with drill down and analysis of the data.
- i) MIS data for analysis, reporting to top management and to support other audits as listed above. AMS software must have MIS data for based on certain parameters such as date wise, party wise, category wise etc.
- i) Audit Plan: The annual audit plan generated by the proposed System and subsequently approved by the top Management should include the schedule and the rationale for audit work planned. It should include audit calendar based on Risk. It should also include all risk areas and their prioritization based on the composite risk; subject to regulatory guidelines, as applicable. On the scheduled date, the assigned Auditor must have a copy of last audit Report/MAP i.e. compliance level details etc. It should be available in the AMS itself. The Audit plan shall be for a Financial Year (April-March)/ Calendar Year (January- December/ any other duration as per requirement and will cover those regions which will be due for Risk Based Internal Audit as per their Risk Rating in previous RBIA. RBIA of a region may be preponed/ postponed based on offsite monitoring /CA rating/ complaint etc. Each parameter of control risk is assigned marks as per level of risk identified by the auditor. Percentage of marks of all control risk parameters (Maximum & actual marks awarded) is considered for arriving Control Risk. Likewise, Business Risk has predefined maximum marks for scoring.
- k) Generation of identified reports from CBS for audit & inspection purpose.
- I) Off-site Monitoring: The data shall be provided by Automated Data Flow (ADF) MIS server at a specified location in the audit server. Off-site Monitoring is a separate module covering generation of alerts on areas (particularly related to audit & inspection) scenarios as per DFS, MoF guidelines and generation of MIS Reports. Frequency & Distribution of Reports to the users will be finalized with successful bidder.

- m) Dashboard for each user/Regional Head/HO group head/Top Management should be able to access the same.
- n) Audit Management Software should comply with the official language policy. There should also be an option to provide Audit Report/Compliance Report in Hindi, if users desire so.
- o) User-configurable alert facility for Email/SMS (Event based, Time based) for pending compliance.
- p) Audit Management Software should have historical data relating to any previous audit, which can be viewed anytime. Audit Management Software should have provision to address previous audit pending points, with ability to analyse persisting irregularities.
- q) Archival: All IAG records will be kept forever.

4. MIS and Dashboard

Data of the audit report to be included in MIS and Dash Board. It should be customized as per Bank's requirement. The software should have provisions of exporting various reports in MS-Excel/ PDF/ MS-Word output towards which Bank will advise on requirement of various column heads for various report / data outputs in Excel/ PDF/ Word. AMS software must have MIS data for based on certain parameters such as date wise, party wise, category wise etc.

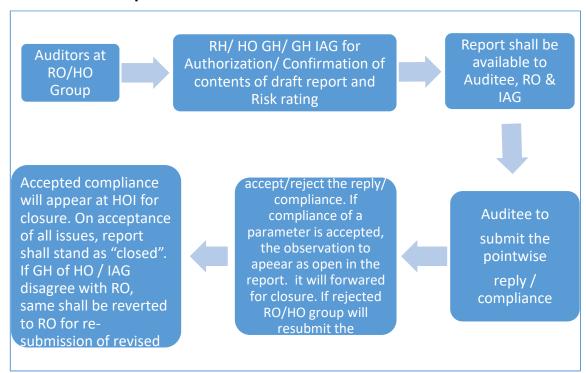
5. Audit/Inspection process/workflow

The internal Audit/ Inspection workflow and process include the following:

- a) Drawing up and formulating Audit Plan
- b) Extraction of RO/group data/ reports relating to the RO/group
- c) Conducting audit/inspection at the Office. Co-ordinate with the audit team for their data requirements.
- d) Compilation of the audit/inspection reports with observations and findings.
- e) Draft Report to be shared with the respective RO / OG and sign off to be obtained before submission of the Final Report from Group Head and Regional Head.
- f) Submitting observations/ findings by the Auditor
- g) Rectification of irregularities pointed out and Compliance of the observations, deadline to be submitted for cases in which immediate resolution is not possible;
- h) Monitoring of the compliance by Regional office/ Head Office of the progress in rectification of the irregularities, observations/findings
- i) Review and closure of the Audit Reports,

- j) Analysis of the findings based on risk levels, nature of irregularities, geographical analysis, and region category-wise, amount-wise, based on pendency, etc.
- k) Convening meetings of auditors with Regional Heads/Group Heads regarding the findings, observations, difficulties faced, suggestions, systemic changes required, if any, etc.
- I) Placing reports/notes before the Top Management in respect of major findings/ irregularities, status of compliance, monitorable action plan, etc.
- m) Upon receipt of final report, prepare the Note to MD forwarding the report. Prepare the IOMs (Inter Office Memos) for the respective RO for the concurrent audit/RBIA observations & recommendations made by the auditors. Follow up for responses not received after 7 days from date of IOM.
- n) Compilation of summarized notes containing detailed information on irregularities observed progress in rectification, risk level of regions for placing to the Top Management / Audit Screening Committee (ASC) / Audit Committee (AC) of Board and Board of Directors.

6. Flow of Audit Reports



7. Operationalization of Audit Software.

Customization, Implementation and Operationalization of Audit automation software for Regions in CBS environment. Bank's team will do the USER ACCEPTANCE TEST (UAT); module-by-module and will give the sign off for each module individually. Software shall be deemed to have been accepted only after Bank's acceptance.

8. Purpose:

The Bank intends to issue this RFP document to eligible Bidders to participate in the competitive bidding for appointment of Vendor for supply, customization, implementation and operationalization of web based software solution for Automation of Audit & inspection in CBS environment of the Bank on turnkey basis.

9. The objective of the project for which RFP has been issued includes the following:

- 1) Bank proposes to automate the Audit & inspection process for which this RFP is invited from the bidders to provide the required software solution.
- Implementation of up-to-date guidelines on Audit Systems issued by Ministry of Finance, Department of Financial Supervision, Govt. of India, RBI etc.
- 3) Implementation of up-to-date guidelines on Risk Based Internal Audit issued by Reserve Bank of India.

10. Project Scope:

- 1. The Bank has Head Office (HO) /Regional Offices (ROs) /Overseas Rep Office (ORO) in CBS environment of the Bank.
- 2. Implementation of web based solution for Risk based Internal Audit (RBIA)/ Risk Based Concurrent Audit (RBCA)/ MAI/ IS Audit etc. with online and offline facility. The offline facility should be provided to upload the audit work done by the auditor during and after office hours; Auditor should have the facility to save the work done on local PC/Laptop to upload the same to the system later on when system shall be available to him/her at Office.
- 4. The software solution should be able to deliver the following:
- a) Bidder should be able to supply, customize, implement and maintain the web based solution/software for internal audit automation across the Bank.
- b) The solution should work seamlessly throughout the Bank including present

and future offices.

- c) The solution should be able to extract and make data /information available for conducting of audit/ inspection and automate the entire audit process.
- d) The proposed solution should have the various audits configured in the system. The Bank should be able to conduct the audits with suitable checklists as per changing needs/requirements, which should be made available in a database. Any changes in formats or checklist should be easily available in the software.
- e) The solution should facilitate workflow automation.
- f) The software should have the provision for uploading the Bank's updated guidelines/circulars/manuals from where the user can refer for easy and ready reference.
- g) Introduction of various checklists, generation of reports to scrutinize, analyse, make observations and report to top management.
- h) Monitoring of critical and pending issues, generation of various MIS Reports and analysis thereof.
- i) Any changes in checklist (Addition/Modification/ Deletion), changes in scoring system etc. shall be done free of cost.

11. Technical Specifications:

1. Bank is presently using the following major solutions for its activities:

Type of System	Database
Finacle Core 10.2.09	Oracle 12c
Finacle Treasury 10.10.5.35	Oracle 11g
SharePoint 2013	SQL Server 2012 SP4

2. The proposed solution should be capable of:

- a) Running on existing bandwidth of branch /office in shared mode at minimal bandwidth without any impact on performance of existing application.
- b) Collecting the data from these environments and easily map to any other related solution. The cost of Integration of audit software with Core banking system will borne by the bidder.
- c) Scalability to integrate with higher version of CBS and other software.

- d) Browser based where clients/ users should be able to connect to the server through URL
- 3. The software should have the following general features:
 - a) Easy to use GUI based software.
 - b) Highly scalable architecture
 - c) No impact on the performance of the source I destination system to which it is integrated.
 - d) Parameterized review options to define set of rules as & when required. Facility to define workflow as per the rules defined by the Bank.
 - e) Provision to store all types of audit reports centrally for future check/ reference/ requirements.
 - f) Provision for archival and retrieval of old records related to audit/ inspection.
 - g) HTTP caching thereby reducing the Bandwidth requirement.

 The bidder shall provide detailed solution architecture showing all internal components of process workflow.
- 4. The solution should have facility like User Management. The user-management should be available to Administrator(s), which may be in HO/RO. The solution should provide option to create users with different levels with different powers.
- 5. Hardware sizing
 - a) The Vendor shall be responsible to arrive at the server hardware sizing, its configuration and specifications and related software for the application required as per the RFP.
 - b) The Vendor should size for adequate hardware, so that high availability of application and database can maintained.
 - c) The hardware sized for the applications should be redundant & scalable.
- 6. Enterprise license on proposed Software solution
 - a) The license for the solution to be Enterprise level for the module(s) offered without any constraint on number of offices or users for the Bank's operations.
 - b) The solution will be installed at Bank's Data Centre at Mumbai and at Disaster Recovery (DR) Centre at Bangalore for which the Bank shall pay no application licensing cost.

- c) Enterprise License would mean Unlimited Client License for Bank Offices (present as well as future) as well as DR setup.
- d) The Bidder has to ensure that the supplied software is legal version and no pirated software should be supplied to the Bank.

12. Disaster Recovery Mechanism

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful bidder should implement disaster recovery infrastructure and applications at Disaster recovery site of the bank.

The bidder has to submit the technical architecture relating to data replication between primary and secondary site including replication bandwidth requirement.

<u>Functional Specification for Audit Management Software</u> (AMS) Solution

1. Users in audit system

As the users will be largely Bank's serving employees, an interface with Active Directory for user management may be consider

2. Work areas in Audit / Inspection

Internal Inspectors / Auditors are required to carry out Risk based Audit and verify various types of risks, viz., Business Risks and Control Risks to comply with Statutory/Regulatory guidelines.

3. The broad functional requirements for the solution include but not restricted to the following:

- Capability of customization as per Bank's requirements and it should conform to the latest guidelines issued by Ministry of Finance and/or Reserve Bank of India and to be adapted as per need of the Bank, to be modified from time to time.
- Option to parameterize / change parameters any time on risk analyses methodology. Marking pattern, application of risk weightages, etc. at any time.

- Capability to support assigning level of risks such as Critical, High, Medium, Low, No Impact etc. along with Risk Matrices for the unit of Audit. These levels should be user definable. It should be possible to extract a Regionwise/ Bank as a whole list of irregularities of a given level of risk.
- Capability to support end-to-end audit process including audit planning, testing and evaluating controls, making observations, reporting and followup.
- The functionality to store the ratings. It should be possible to store the ratings for earlier years also and generate various type of reports based on the ratings.
- The software should enable/aid the Bank in recognizing and evaluating:
 - ➤ The control environment in various areas and gaps, if any, in control mechanism, which might lead to frauds, identification of fraud prone areas.
 - Capability to generate audit plan for the financial year, provision to make changes in the plan, compare the actual audits with the Audit Plan and point out deviations.
 - Able to generate letters/ email for the communication with Branches and Administrative Offices/ external auditors etc. The controlling office should be able to generate reminders through letters/email/SMS, etc. in respect of branches/offices where the inspection reports are pending.
 - Option to generate multiple reports on different parameters with different formats.
 - ➤ The solution should give reports on overall risk of individual group of branches/ region and Bank as a whole.
 - ➤ The solution should store the status regarding various Inspection reports such as open, closed, partial rectification, closed with open/pending items. Bank should be able to define such parameters.
 - The solution should give multiple option for view / print / save/ export in excel / pdf/ word format for various reports generated.

4. Project Completion Time line: Total 24 weeks

The schedule of activities towards completion of the project is given below:

Time \Activity	Τ	T+4	T+ 8	T+12	T+16	T+20	T+24
		Weeks	Weeks	Weeks	Weeks	Weeks	Weeks
Purchase order							
SRS(system							
requirement specification							
Software Delivery							
Customization/							
Parameterization							
Training on UAT							
Environment							
UAT and going live							
including data migration							
and interface							
development							
Onsite support at HO							
inspection department							
Go Live							

T= Date of purchase order

Description:

- 1. 4 weeks for preparation of System Requirement Specification (SRS) from the date of purchase order.
- 2. 12 weeks for customization / parameterization from date after preparation of System Requirement Specification (SRS).
- 3. 8 weeks for UAT and going live including data migration and interface development.

5. Customization of the Software

On awarding the contract, the successful bidder should discuss with core users (IAG Department) of the Bank for understanding the functioning of the existing system and gap analysis. He shall prepare a customization document in addition to SRS based on the gap analysis and other requirements of the RFP. The customization document should provide the plan in detail based on the criticality of the requirements.

6. User Acceptance Test of Software

Bank conducts 'User Acceptance Test' (UAT) for the SOFTWARE (web based) of all the audit modules in CBS Environment. The Solution, to ensure that all the functional requirements are available as per SRS. It will be the successful bidder's responsibility to create the testing environment, test plan and share possible test cases for testing the product features and the successful bidder will be required to assist the Bank in the entire testing phase. The Bank' will accept the developed/ customized software only after implementation of the software with successful conduct of acceptance testing by audit /inspection team users. Software will be considered to be accepted only after the Bank issues an acceptance letter to the successful bidder. New Software may be adhering to, for risk analysis and security features by Bank's Audit team or a third party successful bidder appointed by the Bank, if so desired by the Bank.

7. Training

Successful bidder shall organize for training (familiarization) to the Bank's team as follows:

- Training is for bank's Technical and inspection team before UAT
- Module wise Job cards to be provided (in both Hard and soft copies) to all the trainees along with accounting entry illustrations for each type of transactions, including relevant system generated transactions.
- The cost of training should be factored in the cost of the bid. However, the bifurcation of the training cost should be provided in commercial bid where bidder has to mention the Training cost i.e. Training cost should be mentioned. Bank may consider future trainings at the same cost, payable by the Bank, if needed.

8. Technological Up gradation

Further, the vendor should upgrade equipment's with the latest software versions as part of technological upgradation i.e., equipment OS upgradation, application upgradation etc., as and when required, without any additional cost so as to deliver the SLAs specified during the contract period.

Preventive Maintenance/ Patch Management/ upgradation shall be done by the bidder at least on quarterly basis during the contract period.

9. Audit by Third Party

Bank or its authorized representative or Regulator authority/Reserve Bank of India (RBI) may audit the operations of vendor, which is related to activities assigned to them.

10. Security

The successful bidders' proposal must include a plan to safeguard the confidentiality of the Bank's business information, legacy applications and data.

11. Project Review

- Successful bidder has to engage an experienced onsite Project Manager for this assignment, who should have direct experience of successful implementation/ management of one large AUDIT SOFTWARE (WEB BASED) project for a banking/ financial organization preferably in last 2 years.
- A certificate to that extent is required to be produced from the user Banker (signed by Head (Audit/ Inspection) /Deputy Head (Audit/ Inspection).
- Detail Project review must be conducted during project execution at no additional cost. These reviews are required weekly with the project leaders/ project manager or steering Committee level (of successful bidder and the Bank) respectively. The review will be in order to monitor progress of the project and take necessary corrective action, if required. The successful bidder will submit weekly reports regarding the progress of work along with the corrective actions/ suggestions and risk management plan. Any document submitted by the successful bidder should be properly backed up by quality review documents.

12. Maintenance

During the terms of this agreement, the successful bidder agrees to maintain all the solution.

13. Authenticity of Software

The successful bidder shall authenticate that the software supplied to the Bank are licensed, legally obtained and will not require any further licensing costs, other costs or any other software purchase to meet the above mentioned operations. There is no specific format for guarantees on software.

14. Acceptance of Terms and Conditions

The bidders participating in the tender process should give an Acceptance Certificate for all the points mentioned in the tender. Otherwise, their offers are liable to be rejected.

15. Data Integration/Migration

The proposed AAF solution will be integrated with CBS and other applications and the bidder will provide data migration as and when required without any additional cost to the bank. If the existing CBS solution is upgraded from Finacle 10.x to another higher version within three years from the selection of successful bidder, the bidder will integrate the AAF solution with the upgraded version of CBS without any additional cost to the bank.

8.INSTRUCTIONS TO BIDDERS

1.0	Locati	on							
	Export-	Import Bank of India, 21st Floor, Centre One Building, World Trade							
	Center	, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India							
	а	 Tenderers must get acquainted with the proposed work, 							
	specifications, conditions of contract and other conditions carefully								
	before tendering. The Tenderer shall email clarifications up to								
	July 23, 2020, 15.00 Hrs. No request of any change in conditions								
		shall be entertained after pre bid date of the tender.							
2.0	Any pr	inting or typographical errors /omission in tender document shall be							
	referre	d to EXIM Bank and their interpretation regarding correction shall be							
	final ar	nd binding on Service Provider.							
3.0	Transf	er of Tender Documents							
	Transfe	er of tender documents purchased by one intending Bidder to another							
	is not p	is not permitted							
4.0	Rates	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.								
5.0	Payments								
	The payment will be made as per below schedule:								
	100%	payment will be made to the vendor on delivery, successful							
	installation demonstration and training of the deployed product								
6.0	Ohliga	tions of Successful Bidder							
0.0	a.	The successful bidder has to supply all the components, services							
		and licenses to make solution complete.							
	b.	The successful bidder shall deploy their own trained and							
		experienced engineers for implementing, managing and							
		maintaining the system.							
	C.	Whenever any new threats / vulnerabilities become public, the							
		bidder/successful bidder shall bring this to the notice of the Bank							
		~							
		immediately and help/guide the Bank in plugging the same. Once							
		immediately and help/guide the Bank in plugging the same. Once the call has been attended, successful bidder engineers shall put							

	1							
		calls at the earliest possible time frame at all locations and ensure						
		appropriate uptime.						
	d.	The bidder/successful bidder to ensure that during implementation						
		of complete, the critical services hosted at EXIM BANK shall not						
		face any downtime due to security breach, security incident,						
		improper configuration of security units/ appliances/ components						
		impropor comiguration of cocumy arms, appliances, compensite						
7.0	Signin	g 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.						
8.0	On acceptance of the tender, the name of the accredited representatives							
	of the	of the Bidder who would be responsible for taking instructions from EXIM						
	Bank shall be mentioned by the Bidder.							
9.0	If so,	decided EXIM Bank reserves the right to appoint PMC (Project						
	Mana	gement Consultant) or any other agency to get the quality of works						
	checked, measurements recorded, including certification of bills etc.							
10.0	The EXIM Bank has the right to reduce or increase the scope of work. The							
	Bank may give 3 months' notice period for termination of contract if service							
	is not satisfactory to the Bank.							
11.0		s to local bodies						
	The Bio	dder / Service Provider shall comply with and give all notices required						
	under a	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

9. 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/2020-21/06**)

- 1. The price once submitted cannot be changed.
- 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
C	con	nplia	nce st	ateme	nt.								

Date:		
Organization Name:		

Designation:

10. 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 Sir,

Ref: <u>Implementation and Customization of Audit Management Software</u> (AMS) for Export Import bank Of India.

Ref. No: EXIM/RFP/2020-21/06

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

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

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

Yours truly,

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

Place:	Name:
Date:	Designation

Seal:

11. SELF-DECLARATION FOR COMPLIANC

E

(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;

- My company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
- 2. Paid all applicable statutory dues on due dates.
- 3. Maintain proper registers, records, documents and books, filed proper returns, forms and statements, and furnished necessary particulars to the relevant authorities.
- 4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
- 5. My company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during contract period.
- 6. My company will produce all documents for verification process as per Exim Bank's requirement and various audit compliance.

Date:	Authorised Signatory Name:
Place:	Designation:
	Company Seal:

ANNEXURE V

12. ELIGIBILITY CRITERIA OF THE BIDDER

Sr. No.	Eligibility require from bidder	Comp liance (Y/N)	Supporting Document enclosed (Y/N)
1	Bidder must be a registered firm/company in India under Companies Act, 1956 and should have been in operation for at least 5 years as on date of RFP		Company Registration document.
2	The bidder should be an OSD (Original Solution Developer) or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC for the solution.		Supporting Documents (MAF as per annexure)
3	If bidder (partner of Original Solution Developer (OSD)) is not able to fulfill its obligation to support the solution during the contract period, OSD will have to ensure support for this project term. An undertaking from the OSD to this effect must be submitted.		Undertaking letter from OSD.
4	One bidder can bid only with one OSD and similarly one OSD can bid with only one bidder.		Undertaking letter from OSD.
5	The Bidder shall provide references (including Referee names and contact details) in respect of major projects of similar type completed in the last three (3) years by the Bidder in any BFSI or government organization and having its offices/branches across India.		Supporting Documents
6	The Bidder must have supplied and implemented the proposed solution in at least one Scheduled Commercial Bank and the solution is running satisfactorily.		Contract award document with Completion certificate)

8	Integrity Pact Agreement (IPA) to be executed. Download the IPA and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original	Supporting Documents
	document to be sent to Exim Bank, Head Office, Mumbai.	
	Scanned copy of all Annexures on companies Letter head and signed copy of e-	Supporting documents.
9	tender document to be uploaded on the E-tender portal	
	Bidder should not have been debarred /	Declaration from
10	black-listed by any Bank / Govt. / Govt. agency / PSUs Bank(s) / Financial Institutions	bidder's letter head. Signed by competent
	in India in the past as on RFP submission	authority.
	date.	

13. EVALUATION OF BIDS

The evaluation of the response to this RFP will be done on a 70-30 techno-commercial evaluation method. 70% weightage is to "Technical Bid criteria" and 30% weightage to "Commercial Bid". An illustration of the techno-commercial evaluation methodology has been given below

Total score = $0.70 \times T (s) + 0.30 \times F(s)$ Where: $F(s) = (LEC / EC) \times 100$

Acronyms:

- T(s) stands for percentage of technical evaluation score out of 100.
- F(s) stands for percentage of a bidder's commercial price compared to the lowest quoted price.

EC stands for Evaluated Cost of the Commercial offer quoted for by the bidder. LEC stands for Lowest Evaluated Cost of the Commercial offer amongst the bidders.

ANNEXURE VII

14. Technical Bid Evaluation Criteria

S.No	Evaluation Criteria	Supporting Document	Maximum Marks
1.	The bidder should be registered under Companies Act	Company Registration document.	10
2.	Company turnover in FY 2019-20 5 to 10 Crore = 3 Marks 10 to 20 Crore = 5 Marks > 20 Crore = 10 Marks	Upload certificate from auditor and audited balance sheet.	10
3.	The bidder should have valid ISO- 27001 or ISO 9001 certificate	Upload valid ISO certificate	10
4.	The solution should have supplied and implemented the proposed /similar solution in organizations in BFSI sector in India, during last three years (i.e. Since April 2017) One implementation = 10 Marks Two implementation = 20 Marks Three implementation = 30 Marks	Contract award and project completion document.	30
5.	The OEM/bidder should have an office in Mumbai with adequate qualified technical resources to provide installation and postinstallation maintenance support.	Mumbai Office registration document.	10
6.	The proposed solution document and Demo/ Presentation by the bidder.	Proposed Solution Document.	30

Note: The Bidder/ Vendor should meet all the technical specification as per scope of work. Non-compliance to any one of the technical specifications, **the Bank reserves the right to score them '0' (zero).**

The bidders scoring less than 70 marks (cut-off marks) out of 100 marks in the technical evaluation shall not be considered for further evaluation.

NAME, SIGANTURE & STAMP OF THE BIDDER.

ANNEXURE VIII

15. COMMERCIAL BID

Commercial Bid for Implementation and Maintenance of Audit Management Software Solution

Sr. No	Item	Cost
1.	Software Cost	
2.	. Implementation Cost	
AMC Cost after 1 year of Implementation		
GRAND Total in ₹		

^{*} Special Note: All prices should be exclusive of GST.

16. NON-DISCLOSURE AGREEMENT

This Agreement is made on the	_ day of	by
and between		
, (ar	1	incorporated
under the) having its	office at	
(hereinafter referred to as "	" or the "Rec	eiving Party", which
expression unless repugnant to the context	or meaning thereof	be deemed to include
its successors and assigns) of the ONE PAI	₹ Т;	
AND		
Export-Import Bank of India, a corporati	on established und	der the Export-Import
Bank of India Act, 1981 and having its Head	l Office at Floor 21,	Centre One Building,
World Trade Centre Complex, Cuffe Parade	Mumbai 400 005 a	nd one of its Regional
Office at	hereinafte	er referred "EXIM" or
"Disclosing Party") which expression unle	ss repugnant to the	e context or meaning
thereof be deemed to include its successors	and assigns) of the	OTHER PART.
& EXIM are hereinafter coll	ectively referred to	as the "Parties" and
individually as a "Party".		
WHEREAS		
The Parties intend to engage in a	ousiness relations	hip, which includes
		In the course of
such business relationship, it is anticipate	d that EXIM may	disclose or deliver to
certain or some of its trade s	ecrets, policies, te	chnical and business
information, pricing, financial analysis, custo	mer names, custom	ner list, customer data
or any other confidential or proprieta	ry information, for	or the purpose of
(here	nafter referred to a	s "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. <u>Confidential information</u>: 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. <u>Non-disclosure</u>: 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 of 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. <u>Publications</u>: 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. <u>Term</u>: 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 and will be treated as confidential.

- 5. <u>Title and Proprietary Rights</u>: 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. <u>Entire Agreement, Amendment, and Assignment:</u> 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. <u>Notices:</u> 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:

17 M A N U F A C TU R E R'S A U T H O R I Z A T I O N F O R M (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/2020-21/06
Name of Tender: Implementation and Maintenance of Audit Management Software Solution for Export Import Bank of India
Dear Sir,
We who are established and reputable software owner of Audit Management Software Solution having head office 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.
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 OSD)

ANNEXURE XI

18. INTEGRITY PACT

Between

Export-Import Bank of Ir	ndia (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 "Implementation and Maintenance of Audit Management Software Solution". 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 an any and all payment made, are 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

- (1) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) 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

- 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 later, the IEM shall inform Managing Director (MD), EXIM BANK and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor enough 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) (Office Seal)	(For & On behalf of Bidder/Contractor) (Office Seal)
Place Date	
Witness 1: (Name & Address)	
Witness 2: (Name & Address)	

ANNEXURE XII

19. PRICE VALIDITY

(To be submitted in the Bidder's letterhead)

20.STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

To,
Mr. Dharmendra Sachan,
General Manager,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005
Re: Tender RFP Ref:
Dear Sir,
There are no deviations (nil deviations) from the terms and conditions of the tender All the terms and conditions of the tender are acceptable to us.
Yours faithfully,
(Authorized Signatory of Bidder)
Date:
(Company Seal)

21. PRE BID QUERYFORMAT

Bidder's request for Clarification - to be submitted minimum of one day before pre-bid meeting

If, bidder, desiring to respond to RFP for "Implementation and Maintenance of Audit Management Software Solution for Export Import Bank of India", require any clarifications on the points mentioned in the RFP may communicate with EXIM Bank using the following format.

All questions received at least one day before the pre-bid meeting (pre-bid meeting will be held online. Online Meeting details will be shared with interested bidders whose pre-bid queries received one day before i.e. on or before July 23, 2020 03:00 PM.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting.

Implementation and Maintenance of Audit				
Management Software Solution		CLARIFICA [*]	TION	
To be emailed to:	Dinesh Jaiswal			
	dineshj@eximb	<u>ankindia.in</u>		
Chief Manage		ager- Information Technology Group		
G.Madheswara		an		
	madhes.g@eximbankindia.in			
	Deputy General Manager-Information Technology Group			
	Dharmendra Sachan			
	Dharmendra@eximbankindia.in			
	General Manag	ger-Information Technology Group		
Name of Organisation	Name & posit	ion of perso	on Full formal address of the	
submitting request	submitting requ	est	organisation including	
			phone, fax and email points	
			of contact	
			Email:	
			Tel/Mobile:	
Section Number:				
Page Number:				
Point Number:				
Query description				

Name and signature of authorised person issuing this

- 1. In case of multiple queries, the contact details need not be repeated and only last two rows of the above format (table) are to be furnished for the subsequent queries.
- 2. Please use email or softcopy.