



REQUEST FOR PROPOSAL

Engagement of an Information Technology Consultant for Formulation of
(i) Functional Architectural Review (ii) Information Technology
Infrastructure and Technology Review and (iii) Preparation of Information
Technology Implementation Roadmap for EXPORT-IMPORT BANK OF INDIA

E-Tender Reference No: EXIM/RFP/2020-21/35

Head Office:

Export-Import Bank of India, Centre One Building, 21st Floor, World Trade
Centre Complex, Cuffe Parade, Mumbai – 400 005

TABLE OF CONTENTS

| Sr. NO. | DESCRIPTION | PAGE NO. |
|---------|--|--|
| 1 | Quotation Bid Notice | 3 |
| 2 | Important Information | 4 |
| 3 | Mandatory information required for pre-qualification of the Bidder | 6 |
| 4 | Information for Bidders | 7 |
| 5 | Conditions for Micro, Small and Medium Enterprises (MSMEs) | 9 |
| 6 | General Conditions of RFP | 11 |
| 7 | Terms of RFP | 15 |
| 8 | Terms of Reference | 17 |
| 9 | Process of Selection | 23 |
| 10 | Evaluation of Bids | 26 |
| 11 | Annexures: A. Instruction to bidders – Annexure I B. Format for past relevant experience – Annexure II C. Profile, composition and Experience of Team members – Annexure III D. E-tendering process compliance statement – Annexure IV E. Undertaking from bidder – Annexure V F. Self-Declaration for Compliance – Annexure VI G. Commercial Proposal – Annexure VII H. Non-Disclosure Agreement – Annexure VIII I. Integrity Pact – Annexure IX J. Statement of Nil Deviations – Annexure X | 28 30 31 32 33 34 35 36 42 47 |

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 “Engagement of an Information Technology Consultant for Formulation of (i) Functional Architectural Review (ii) Information Technology Infrastructure and Technology Review and (iii) Preparation of Information Technology Implementation Roadmap for EXPORT-IMPORT BANK OF INDIA”.

- 1.1 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.
- 1.2 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.
- 1.3 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.

2.0 **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

- 3.0 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. IMPORTANT INFORMATION

| | |
|--|---|
| Tender Document for | Engagement of an Information Technology Consultant for Formulation of (i) Functional Architectural Review (ii) Information Technology Infrastructure and Technology Review and (iii) Preparation of Information Technology Implementation Roadmap for EXPORT-IMPORT BANK OF INDIA |
| Tender Reference No. | EXIM/RFP/2020-21/35 |
| Tender Document Cost | ₹ NIL |
| EMD Amount | ₹ NIL |
| Last date for acceptance of IP Agreement | January 12, 2020 5:00 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. |
| Date of Online Notice | December 23, 2020 4:00 PM |
| Document Downloading Start Date | December 23, 2020 5:00 PM |
| Pre-Bid Meeting | January 01, 2021 3:00 PM [Pre-bid meeting will be held online using LifeSize Cloud Conferencing. Meeting ID will be sent to those vendors who are interested in attending pre-bid meeting] |
| Document Downloading End Date | January 12, 2021 3:00 PM |
| Last Date and Time For Submission | January 12, 2021 5:00 PM |
| Opening of Tender | January 12, 2021 6:00 PM |
| Address for communication | E-Mail: it@eximbankindia.in |
| Place of Receipt of E-Tender | https://eximbankindiatenders.procuretiger.com |

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

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

Minimum requirement for e-tender participation:

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

4. INFORMATION FOR BIDDERS

- 4.1** Bids shall be submitted online only at website:
<https://eximbankindiatenders.procuretiger.com/EPROC/>
- 4.2** 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.
- 4.3** 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.
- 4.4** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 4.5** 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.
- 4.6** 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/>
- 4.7** 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.

5. CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

5.1 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.

5.2 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.

5.3 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.

5.4 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.

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

6. RELAXATION OF NORMS FOR MICRO & SMALL ENTERPRISES (MSMEs):

- 6.1** 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.
- 6.2** 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.

7. 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.

7.1 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.

7.2 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.

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

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

- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:

1. The Seller is declared bankrupt or becomes insolvent.
2. 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.
3. With mutual agreement
4. As per decision of the Arbitration Tribunal.

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 registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

7.8 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.

7.9 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.

7.10 Evaluation and Comparison of Bids:

1. 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.
2. 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:

3. General Eligibility and technical specification evaluation
4. Commercial evaluation

7.11 Notices to local bodies:

1. 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.
2. 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).
3. 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. 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.

8. TERMS OF REQUEST FOR PROPOSAL

- 8.1** This Request for Proposal (RFP) document has been prepared solely for appointing an **Information Technology Consultant** for Formulation of **(i) Functional Architectural Review (ii) Information Technology Infrastructure and Technology Review and (iii) Preparation of Information Technology Implementation Roadmap** for Export-Import Bank of India, hereinafter referred to as "The Assignment". The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. This document is meant to provide information only and upon the express understanding that the recipients / bidders will use it only for the purpose set out herein.
- 8.2** While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any liability to any person, including any applicant or bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid.
- 8.3** The consultancy firm / bidders shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by the Bank, attendance of meeting etc. and Exim Bank will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 8.4** The consultancy firm / bidders must apply their own care and conduct their own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 8.5** Exim Bank reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to

the consultancy firm / bidders or any obligation to inform the affected bidders on the grounds for the Bank's action or without assigning any reasons, whatsoever. The decision of Exim Bank shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

- 8.6** Exim Bank also reserves the sole right for carrying out any amendments/ modification / changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the Bank's website www.eximbankindia.in and these will be binding on the bidders.
- 8.7** Exim Bank reserves the sole right to cancel the RFP at any stage without assigning any reason.
- 8.8** Before tendering, the consultancy firm / bidders are requested to carefully examine the tender bid documents, terms & conditions of the assignment, Terms of Reference etc. and if there is or appears to be any ambiguity there in, they should immediately refer the matter to Exim Bank, for clarification.
- 8.9** The proposal submitted by the bidder will remain valid and open for evaluation according to their terms for a period of at least 90 days from the RFP closing date.
- 8.10** All queries relating to the RFP, technical or otherwise, must be by written communication / email only and will be entertained by the Bank only in respect of the queries received upto the date and time specified in RFP. The Bank will respond to all the queries in the pre bid meeting. Bank may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any bidder after the closure of RFP and all such information and material provided will be taken to form part of that bidder's response.
- 8.11** The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. Formation of consortium, joint venture or association of consultants or sub-contracting of services in

whole or part with other firms shall not be permitted. In case the bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.

- 8.12** All intellectual property to be developed during the course of the assignment shall be the exclusive property of Exim Bank, and Exim Bank will have full authority and discretion towards the manner in which it is utilized, with or without acknowledging the Consultancy firm.
- 8.13** Confidentiality of all information, documentary or otherwise, gathered during the course of the assignment shall be maintained by the firm, and shall not be disclosed to / shared with any third party without prior written consent of the Bank. Pursuant to completion of the assignment, the firm shall hand back to the Bank / destroy under confirmation to the Bank, all such information.
- 8.14** The consultancy firm shall at all times, refrain from showing the report / work in progress or the completed report / work, to any person not authorised by Exim Bank.
- 8.15** The consultancy firm shall not divulge to any person not authorised by Exim Bank and will not use for its own purposes, any information concerning Exim Bank, its staff or the present assignment, which the firm may have access to directly or indirectly in the course of the assignment.

9. TERMS OF REFERENCE [TOR]

- 9.1** Exim Bank of India was set up in 1981 by an Act of Parliament and commenced business in March 1982. In its initial years, it engaged in vanilla ECA business, mainly medium/long term post-shipment credit for project exports, along with some packing credit and overseas investment finance. With the opening of the Indian economy, it took up finance for export capability creation, spanning export marketing, R&D, export production, export facilitation etc. Over the past decade and a half, it has also assumed the role of the GOI's policy instrument for its economic diplomacy initiatives viz. Lines of Credit, Buyer's Credit etc. Information on Bank's products & services and past financial performance can be accessed from the Bank's website: www.eximbankindia.in.
- 9.2** To assist in repositioning and reorienting, the Bank seeks consultancy advice from good consultancy companies/ firms with demonstrable experience in the area of **Information Technology** covering areas: **Functional Architectural Review, Information Technology Infrastructure and Technology Review and Preparation of Information Technology Implementation Roadmap** with specific reference to banks, financial institutions and Exim Banks, in India and overseas. The firm should be able to demonstrate past work in this field, with ability to develop suitable Information Technology roadmap. Specifically, the selected firm shall, deliver inter alia, as per the Terms of Reference (TOR) given below:

WROKSTREAM 1: FUNCTIONAL ARCHITECTURE REVIEW

- Understand the Bank's business profile and operations – Discussion with the management and review of the documents to understand the business profile and operations of the Bank. The study will include:
 - ❖ Customer profiles
 - ❖ Business channels
 - ❖ Products and their characteristics
 - ❖ Service offerings
 - ❖ Geographical presence
 - ❖ Risk exposures

- Understand the Group structure and applications – Review the Bank's organization structure. Prepare a list of functional applications used by each Group and their utility.
- Create a map of the applications with business profiles and operations of the Bank.
- Discuss and understand Bank's plan for functional applications – Hold discussions with Bank to understand their plan on each area of business and operations.
- Document the futuristic functional architecture for the Bank – Basis the discussion with the Bank's management, document the futuristic functional architecture of the Bank. The functional architecture will include:
 - ❖ Digital assets of the Bank. These digital assets could be for external customer interactions or for increasing efficiencies of the internal operations
 - ❖ Transaction processing applications. To manage lifecycle of the products and services for various Groups in the Bank. This will include applications such as core banking applications, Loan Origination System etc.
 - ❖ Risk and regulatory requirements. Applications required to satisfy risk and regulatory requirements of the Bank for the geographies where it has operations
- Assess the adequacy of existing applications with the future business plan of the Bank, identify gaps and
 - ❖ Continuance of the existing applications
 - ❖ Enhancements in the existing applications
 - ❖ Replacement of the existing applications with new applications / modules / services
- Discussion with the management and agree on the futuristic application / functional requirements

DELIVERABLES:

- ❖ Documentation of functional requirements
- ❖ Mapping of the application with functional requirements
- ❖ Management workshop [To walk through the management of suggested changes and revised functional architecture]

WORKSTREAM 2: INFRASTRUCTURE AND TECHNOLOGY STACK REVIEW

- Understand current technology architecture and identify gaps in current technology stack
- Evaluate technology stack for each of the business requirements and assess the synergies that can be built on while utilizing the technology stack
- Map the functional architecture (Existing and forward looking) with the current technology stack and identify the additional requirements
- Assess individual modules and their business specific relevance. Define cross-functional synergies across businesses and incorporate these synergies while defining technology stack.
- Identify improvement areas for different businesses and to the overall technology stack. Evaluate different models such as platform as service, infrastructure as service or software as service from different cloud providers.
- Assess options to enhance service quality and optimize costs.
- Understand the BCP plan of the Bank and incorporate the technology stack requirements relevant to ensure BCP plan is implementable. This may include having BCP sites, DR program, Back-up / storage and network requirements.
- Incorporate requirements related to data synchronization and change over during disaster
- Develop alternative technology stack for the Bank's business profile and operations
- Provide recommendation on revised infrastructure and technology stack with possible options. It will incorporate:
 - ❖ Storage and server requirements
 - ❖ System integration and middleware requirements
 - ❖ Network requirements
 - ❖ Information security requirements – As per the Bank's IS policy
 - ❖ Third party application / services integration
 - ❖ Infrastructure management tools / applications
 - ❖ Data management – Data flow and storage requirements including availability and unification of data across different

groups and applications for data quality, sanctity and uniformity of data

- Define governance and maintenance requirements including possible service quality levels from the vendor
- Define document requirements for all applications and technology infrastructure. This will include specifying the documentation required such as user manual, technical manual, design document, specification document needs to be prepared by the vendors implementing the applications or providing the infrastructure support.

DELIVERABLES:

- ❖ Governance and maintenance recommendations including possible service quality levels from the vendor
- ❖ Learning calendar including trainings required to be taken by the people responsible to manage technology stack
- ❖ Technical architecture including Infrastructure and technology stack recommendations
- ❖ Management workshop [to walk through the management of suggested changes and revised technical architecture

WORKSTREAM 3: IMPLEMENTATION ROADMAP

- Discussion with the management to understand Bank's priorities, budget and cost model preference. Cost model could be Capex model or Opex model.
- Understand the acceptability of using cloud-based infrastructure and services. Explore the options of Private and Hybrid cloud.
- Define the roadmap for infrastructure upgrade aligned with functional architecture plan. Set-out a minimum base requirement based on the current functional architecture and regulatory requirements.
- Define the proposed upgrades / changes over and above base requirement and plot cost outlay in both Opex and Capex model.
- Conduct workshop with the management and finalize the roadmap with Bank's priorities built-in along with constraints.
- Define implementation process for achieving the finalized roadmap.

DELIVERABLES:

- ❖ Roadmap for infrastructure and tech stack upgrades
- ❖ Implementation process for achieving the roadmap
- ❖ Management workshop [To explain the roadmap and finalization]

9.3 A time frame of 45 days to 50 days for completion of assignment from the date of award of contract is envisaged. The consultant is also expected to make a detailed presentation on the report to Information Technology Steering Committee and Information Technology Strategy Committee.

9.4 Indicative time frame:

- January 25, 2021 : Commencement of work by the consultant
- March 05, 2021 : Submission of Draft Report to the satisfaction of Export-Import Bank of India
- March 15, 2021 : Submission of Final Report with clearly defined Information Technology Roadmap

10. PROCESS OF SELECTION

The process of selection would include the following:

- A. Issuance of RFP.
- B. Pre-Bid Meeting.
- C. Submission of Bids.
- D. Opening of Eligibility & Technical Bids.
- E. Presentations by bidder meeting eligibility criteria to the Committee.
- F. Opening of financial bids of the bidders that are technically qualified (Technically qualified bidders will be ones that have scored above the predefined threshold decided by the Bank).
- G. Award of contract, based on the Final score of the bidder

10.1 Eligibility

Bidders meeting the following criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

ELIGIBILITY CRITERIA OF CONSULTANCY FIRM / BIDDER

| Sr. No. | ELIGIBILITY CRITERIA | SUPPORTING DOCUMENTS TO BE SUBMITTED | COMPLIANCE (YES/NO) |
|---------|--|---|---------------------|
| 1 | The bidder should be registered company in India under Companies Act 1956 / 2013 and should have been in operation at least for three years on date of tender publication. | Registration or certificate of commencement or certificate of incorporation issued by Registrar of Companies. | |
| 2 | Integrity Pact Agreement (IPA) to be executed. | Download the IPA (attached as Annexure VIII) and sign on Rs. 500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai as per the date and time mentioned in the tender document. | |

| | | | |
|----|--|--|--|
| 3 | Bidder must have a minimum turnover of Rs.10 Crores [Rupees ten crores only] per annum in each of the last three financial years. | Audited statement for the Financial Year 2017-18, 2018-19 and 2019-20 | |
| 4 | The bidder should have been profitable for the last three financial years | Audited statement for the Financial Year 2017-18, 2018-19 and 2019-20 | |
| 5 | The bidder should have at least 50 employees in the firm / company as of bid submission date | Selected firm / bidder to submit proof. | |
| 6 | The firm / bidder should have undertaken at least 3 (three) similar assignments in India during the last five years starting from January 01, 2016 | Completion certificate from the client mentioning the broad scope of contract OR Completion certificate from client along with a copy the contract | |
| 7. | The bidder should not have been banned / blacklisted declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Govt. The firm / bidder should not have defaulted to Banks / FIs in India in payment dues. | Declaration & Undertaking by the firm. | |

Note: Non-submission of any of the specified documents by the bidder would result in rejection of bid. Exim Bank reserves the right to ask for additional/ alternate documents from the bidder. The firms meeting the above eligibility criteria will be eligible for the next stage of technical evaluation.

10.2 Technical Bid

Technical Bid will include details of overall approach to the assignment along with specific proposals/solution on each of the deliverables mentioned in the TOR covering the conceptualization, design and delivery. Technical proposal should also clearly articulate the deliverables. The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Proposal shall not include any financial information. The Technical Bid containing financial information may be declared non-responsive and is liable to be rejected.

11. EVALUATION OF BIDS

11.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the 'Important Information' page given at the beginning of the RFP. During the opening of the bids, the bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the bidders for deputing their representatives. The representative has to submit an authority letter authorizing him/her to represent and attend the Bid opening on behalf of the firm. The authorised representative having photo identification, present shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the bidders.

11.2 Preliminary Scrutiny

The Bank will scrutinise the offers received to determine whether they are complete and as per RFP requirement. The firms meeting the eligibility criteria will be taken forward to the next stage of technical evaluation.

11.3 Technical Evaluation

The technical bid submitted will be evaluated by a Committee appointed by the Bank. The bidder who have met the eligibility criteria will make a presentation to the Selection Committee on the understanding of the key challenges before the Bank, proposed Approach and Methodology to be adopted to develop effective plan, experience of proposed team etc. The technical capabilities and competence of the bidder should be clearly reflected in the presentation. The Bank will inform the date, time and venue of the presentation to the bidders that have met the eligibility criteria.

It may be noted that the key members of the team proposed in the Technical Proposal will need to necessarily be made available to the Bank for delivery of the proposed work and they should be present during the presentation. The Bank shall reserve the right to seek the

change of Key members of the team proposed case of need. The Bank reserves the right to review the decision of appointment in the event the Bank is not satisfied with the performance.

Based on the details submitted by the bidders in the Technical Proposal and the Presentation to the Committee of the Bank, the **Technical Evaluation** of the eligible firm will be carried out as outlined below:

| Evaluation Parameter | Marks |
|---|-------|
| Bidder Presentation | 25 |
| Company credentials – Corporate and Employee Profiles, Financials etc. [A. Experience of the bidder of carrying out similar assignments in India. B. Capacity of the consultants to carry out the assignment. C. Organization and management] | 20 |
| Proposed methodology and works plan [A. Understanding of the Objectives of the assignment. B. Responsiveness to the Terms of Reference. C. Quality and clarity. D. Timeliness of outputs. | 25 |
| Relevant experience of key members of the team and team leader [A. Details of the core team that will be handling the assignment, their background, academic / professional qualification. B. Experience in similar assignments etc.] | 30 |

11.4 Opening of Financial Bids and Final Score

The evaluation criteria will be based on Quality and Cost Based Selection (QCBS) on 70:30 valuation [Techno-Commercial]. 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 bidder, 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 final score as per the calculation methodology given below:

An illustration of the techno-commercial evaluation methodology has been given below:

Calculation of Final Score

| | | |
|------------------------|---|---------------------------------|
| Commercial Scores (CS) | = | $\frac{C}{C_{\text{low}}} * 30$ |
| Technical Score (TS) | = | $T * 0.7$ |
| Final Score (S) | = | $CS + TS$ |

C_{low} – The lowest commercial bid

C – Commercial quote of the bidder

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

11.5 Notification of Outcome

Exim Bank shall issue a Letter of Intent to the selected bidder as per the above evaluation process followed by negotiation and notify all other bidders by email/letter who have submitted proposals about the decision taken. The Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of Exim Bank shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

The selected bidder shall sign the contract within 15 days from issuance of purchase order and is expected to commence the work soon thereafter. The contract will have usual terms and conditions for execution of this type of work. If the selected bidder based on highest final score fails to enter into contract due to whatsoever reasons, the Bank will invite the next ranked bidder for negotiations and award of the contract.

12. INSTRUCTIONS TO BIDDERS

| | |
|------------|--|
| 1.0 | Location |
| | Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India |
| | a. 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 January 01, 2021. |
| 2.0 | Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider. |
| 3.0 | Transfer of Tender Documents |
| | Transfer of tender documents purchased by one intending Bidder to another is not permitted |
| 4.0 | Rates |
| | The EXIM Bank is not concerned with any rise or fall in the product / resource prices during price validity period of 180 days from tender opening date. |
| 5.0 | Payments |
| | The payment will be made after completion of every month within 10 days from receipt of original invoice (s) either in hard copy or digitally signed invoices. |
| 6.0 | Obligations of Successful Bidder |
| | a. The successful bidder has to deploy all resources onsite at Head Office, Mumbai and at New Delhi Office and comply with all terms and conditions stated under scope of work. |
| | b. The successful bidder shall deploy fully trained and experienced resources as per the qualification mentioned under scope of work so that they are capable in provide service. |
| | c. In case the resources are not adequate, the bidder shall replace the same without charging from the Bank. Resources must work in full coordination with the Bank's Information Technology Group. |

| | |
|-------------|--|
| | d. The bidder shall ensure that during implementation/ resolving issues, the critical services hosted at the Bank shall not face any downtime due to any breach / improper configuration. |
| 7.0 | Signing of the contract |
| | a. The successful shall 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 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 Management 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 | 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

13. FORMAT FOR PAST RELEVANT EXPERIENCE

The Bidder is requested to use the format below to provide information on past engagement in assignments relevant to the RFP/Terms of Reference. Separate sheet may be used for each client.

| | |
|---|--|
| Name of the Client | |
| Brief description of the assignment / terms of reference | |
| Contract value (In Approx. INR) | |
| Duration of the assignment (In Months) as per the agreement | |
| - Start date | |
| - End date | |
| No. of professional staff deployed for the assignment | |
| Contract details of Senior executive of the client (Name, contact number) | |

14. PROFILE, COMPOSITION AND EXPERIENCE OF TEAM MEMBERS**I. TEAM PROFILE**

| PROFILE OF PROPOSED TEAM LEADER AND KEY TEAM MEMBERS | |
|--|--|
| NAME | |
| DESIGNATION | |
| QUALIFICATIONS | |
| NATIONALITY | |
| YEARS IN THE COMPANY AND TOTAL WORK EXPERIENCE | |
| PREVIOUS WORK EXPERIENCE AND DURATION | |
| AREAS OF EXPERTISE RELEVANT TO RFP | |

II. PROPOSED LIST OF DEDICATED PERSONNEL

| Sr. No. | Name | Age | Qualification | Experience Relevant to RFP |
|---------|-------------------|-----|---------------|----------------------------|
| | Senior Management | | | |
| 1. | | | | |
| 2. | | | | |
| | Middle Management | | | |
| 1. | | | | |
| 2. | | | | |
| | Junior Management | | | |
| 1. | | | | |
| 2. | | | | |
| | | | | |

Note: Brief CVs / Resumes to be enclosed for each of the team members mentioned in the table above. We may accept one / two change.

15. 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/2020-21/35**)

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of the EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s E-Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the EXIM Bank. However, M/s E-Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

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

Date:

Organization Name:

Designation:

16. UNDERTAKING FROM THE BIDDER

To,
General Manager
Information Technology
Export- Import Bank of India, 21st Floor, Centre One Building,
World Trade Centre Complex,
Cuffe Parade, Mumbai 400 005

Dear Sir,

Ref: Engagement of an Information Technology Consultant for Formulation of (i) Functional Architectural Review (ii) Information Technology Infrastructure and Technology Review and (iii) Preparation of Information Technology Implementation Roadmap for EXPORT-IMPORT BANK OF INDIA.

Ref. No: EXIM/RFP/2020-21/35

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:
Date:

Name:
Designation:
Seal:

17. SELF-DECLARATION FOR COMPLIANCE

(On Company Letterhead)

I < **Name**> working as < **Designation**> in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that;

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

18. COMMERCIAL PROPOSAL

Provide a Summary of Costs per the following format:

| TOTAL PROJECT COST | |
|--------------------|----------------------|
| COST COMPONENT | COST [Indian Rupees] |
| Remuneration | |
| Any other expenses | |
| TOTAL Cost | |

Note:

Quoted cost are exclusive of all taxes, duties, fees and other impositions.

19. NON-DISCLOSURE AGREEMENT

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

_____, (an _____ 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 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. **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:

20. 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 “Engagement of an Information Technology Consultant for Formulation of (i) Functional Architectural Review (ii) Information Technology Infrastructure and Technology Review and (iii) Preparation of Information Technology Implementation Roadmap for EXPORT-IMPORT BANK OF INDIA”. 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)

21. STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

To,

General Manager - IT,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Re: Tender RFP Ref: **EXIM/RFP/2020-21/35**

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)