



**E-Tender for
Selection of an agency for providing Human
Resources Management System (HRMS)**

E-Tender Reference No: EXIM/RFP/2021-22/22

**Head Office:
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	General Tender Details	4
3	Mandatory information required for pre-qualification of the Bidder	6
4	Information for Bidders	7
5	Conditions for Micro and Small Enterprises (MSEs)	8
6	General Conditions of RFP	10
7	Background and Purpose of the Request for Proposal	14
8	Scope of Work	15
9	Special Conditions of RFP	21
10	Evaluation of Bids	23
11	Eligibility Criteria of Bidders/ Technical Bid	24
12	Technical Evaluation Scoring Sheet	27
13	Presentation and customer feedback	28
14	Commercial Bid	29
15	General Instructions to Bidders (<u>Annexure I</u>)	30
16	E–Tendering Process Compliance Statement (<u>Annexure II</u>)	32
17	Undertaking from the Bidder (<u>Annexure III</u>)	33
18	Self-Declaration for Compliance (<u>Annexure IV</u>)	34
19	Non-Disclosure Agreement (<u>Annexure V</u>)	35
20	Integrity pact (<u>Annexure VI</u>)	40
21	Statement of Nil Deviation (<u>Annexure VII</u>)	45
22	Pre-Bid Query Format (<u>Annexure VIII</u>)	46
23	Self-Declaration on Not Being Blacklisted (<u>Annexure IX</u>)	47

QUOTATION BID NOTICE

Export-Import Bank of India (India Exim Bank), a corporation established under the Export-Import Bank of India Act, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for “Selection of an agency for providing Human Resources Management System (HRMS)”.

1. Bids are invited through e-Tendering process. E-Tendering is the process by which bidding activity is carried out using internet and associated technologies in a faster and secure environment.
2. Registration can be done online by visiting:
<https://eximbankindiatenders.procuretiger.com>
Click on the “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.
3. Tender document can be downloaded from the above-mentioned website after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.

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

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895
Primary Contact Numbers: M:- 9081000427/ 09904406300
E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

GENERAL TENDER DETAILS

Tender Document for	Selection of an agency for providing Human Resources Management System (HRMS)
Tender Reference No.	EXIM/RFP/2021-22/22
Tender Document Cost	₹ NIL
EMD Amount	₹ 50,000 (Rs. Fifty Thousand only)
Last date for acceptance of IP Agreement	November 24, 2021, 5:00 PM
Place of Submission of IP Agreement original document.	Export Import Bank of India, Centre 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	November 03, 2021, 5:00 PM
Document Downloading Start Date	November 03, 2021, 5:00 PM
Date of Online Pre-Bid meeting	November 18, 2021, 11:00 AM-12:00 PM at https://eximbankindia.webex.com/meet/hrm
Document Downloading End Date	November 24, 2021, 5:00 PM
Last Date and Time For Submission	November 24, 2021, 5:00 PM
Opening of Tender	November 25, 2021, 10:00 AM
Presentation Session	December 01, 2021, 11:00 AM
Address for communication	Ph. 022-22172771/2831 swarup.c@eximbankindia.in kiran@eximbankindia.in
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

Note: Commercial bids will be opened online only of those bidders who qualify the technical evaluation. E-Tendering is the simulation of the manual tendering process on the internet. 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 bids placed by the Bidders are confidential and will be opened by the authorized India 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 visiting:

<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

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers:- M:- 9081000427/ 09904406300

E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

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
1. Name of the Firm/ Company		
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.		
9. Name of Bankers	a.	
	b.	
10. PAN Card No.		
11. GST No.		
12. Does the firm have more than 5 years' experience in providing HRMS solutions?		Yes / No

All pages of this tender document should be digitally signed and uploaded on the E-tender portal.

Date :

Place :

INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website: **<https://eximbankindiatenders.procuretiger.com>**.
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 website.
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 to 5 above and in table of contents of tender document are properly uploaded online Website for E-Procurement **<https://eximbankindiatenders.procuretiger.com>** .

This Invitation for Bids is open to all the entities meeting necessary eligibility criteria as mentioned in this document. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself and 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. The bidder must have an office in Mumbai, India. Bidders despite meeting 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 providing services or financial failure, etc.

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a. District Industries Centers (DIC)
 - b. Khadi and Village Industries Commission (KVIC)
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME (MoMSME)
 - h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating 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 should note and ensure that the 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 by 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 MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
5. The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD).

Relaxation of norms for Micro & Small Enterprises (MSEs):

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.

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 (India Exim Bank). 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.** The rates quoted in the tender shall include service charge only. However, the rates quoted must be excluding GST, which will be shown separately and will be paid as per the government directives.
- 4.** Each page of the tender document should be signed by the person or persons submitting the tender and is taken at his/ their having acquainted himself/ themselves with the General Conditions of Contract, Specifications, Special Conditions, etc, as laid down. Any tender with any of the documents not so signed will be rejected.
- 5.** All erasures and alterations made while filing the tender must be attested by initials of the Tenderer. Overwriting the figures is not permitted; failure to comply with any of these conditions will render the quotation void. No advice of any change in rate or conditions after the opening of the Quotations will be entertained.
- 6. 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 International Centre for Alternative Dispute Resolution (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. 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.
- 8. Non-disclosure of Contract documents:** Except with the written consent of the Buyer and the Seller, either party shall not disclose the contract or any provision, specification, sample or information thereof to any third party.

- 9. Liquidated Damages:** In the event of the Seller's failure to submit the Performance Guarantee and Documents and supply the services 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 liquidated damages for delayed/undelivered services subject to the maximum value of the liquidated damages being not higher than 10% of the value of delayed services.
- 10. 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.

- 11. 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 mail or email, addressed to the last known address of the party to whom it is sent.

- 12. 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.

13. Evaluation and Comparison of Bids:

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

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

- a. General Eligibility and technical specification evaluation
- b. Presentation by shortlisted service providers
- c. Commercial evaluation

14. Bidding shall be in two Bid System i.e. Technical Bid and Commercial Bid. The amount of EMD (Bid Security) is ₹ 50,000 (Rs. Fifty Thousand only) in the form of Demand Draft, which should be valid for 3 months, drawn in favour of Export-Import Bank of India which shall be couriered / sent to the Bank through registered post and the details should be mentioned in the bid document.

15. 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.

16. 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).

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

18. 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 is not required since the document is Digitally Signed.

BACKGROUND AND PURPOSE OF THE E-TENDER

India Exim Bank uses several applications and tools for HR related matters and intends to integrate its following Human Resources Management related tools/software/applications under one comprehensive system:

- a) Performance Appraisal & Potential Review (PAPR)
- b) Payroll, Compensation and Benefits Module
- c) Leave Module – Employee Leave portal for Casual Leave, Privilege Leave, Sick Leave, Paternity Leave, Maternity Leave, Extra Ordinary Leave (EOL), Accident leave, Special Sick Leave and Mandatory Leave.
- d) On Duty Module
- e) Expense Claim
- f) Attendance Regularization
- g) Mediclaim Request
- h) Privilege Leave Roster
- i) Leave Travel Concession (LTC) Request
- j) Travel Allowance and Diem Allowance (TADA)
Online Travel Approval and Claim.
- k) Holiday Home Booking
- l) Petty Cash Request
- m) Inward / Outward Document System
- n) Stationery Request
- o) Employee Training
- p) Work from Home (WFH)
- q) Overseas Per Diem and Settlement
- r) Asset and liability Declaration
- s) Loans and Advances
- t) E-learning

SCOPE OF WORK

The Bank is proposing to bring the aforementioned Human Resources Management related tools/ software/ applications as a comprehensive HRM system to effectively manage the HR related requirements/requests/approvals of its employees. With an objective to improve its HR Performance Management and Payroll systems, the Bank intends to use a Web enabled centralised solution with security features. The use of such centralised solution in the areas of Human Resources Process Management System should enable the Bank to achieve the objectives of operational efficiency, streamlined processes and workflow automation in respect its HR functions. The Vendor participating in this RFP should have necessary resources and expertise for delivering the software and agreed services as broadly outlined below –

- Offer a comprehensive HRMS solution conforming to the best standards with sophisticated tools and processes for HR management. The solution should have a strong Management Information and Decision Support System facility.
- Bring in the best of systems/processes in HR management to enhance efficiency of the Bank's existing HR systems / practices /procedures.
- Assist the Bank in change management. The offer should include the desired support to Bank in change management. The HRMS should enable migration of data from existing systems with proper validation, controls and consistency checks as may be specified by the Bank and provide end User IT support, impart the required training to the Bank's staff for operating the HR applications brought in /implemented by the service provider.
- The Data ownership will remain with the HRM Group of the Bank.
- The solution should have all reports generation facility for MIS as well as statutory requirements and reporting (statutory and other) purposes.
- Employee Information Management should include, among others, the following features –
 - Each employee is provided with an Online Account.
 - Employee can easily view their Service details i.e. Histories like On-boarding, Training, Pay & Increment, Transfer (Organisation transfer, Request transfer, Number of years in HO, Number of years in Home State Years of overseas posting) and Promotion. There should be a repository of data of retired employees with complete history of employment with the Bank.
 - Auto increment provision based on Salary structure and reports on Increment due.
 - Promotion due report as per policy.
- Improve administrative responsiveness and efficiency.
- Deliver significant cost, time saving and paper less operations for Payroll/HR

department.

- The system should also be app based and available on mobile phones of the employees.
- The system should have maker checker concept to confirm the correctness of the data.

The Bank is looking forward to implementing the HRMS in two phases. First phase shall pertain to improvement and upgradation of Bank's performance management system, namely, PAPR – Performance Appraisal and Potential Review System; Second phase shall be concerned with revamping Bank's Payroll along with other modules as enlisted above.

Phase -1: Performance Appraisal and Potential Review (PAPR)

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

1. Ensure sanctity and sanitization of data as provided by the Bank.
2. Provide the requisite admin rights so that dependency on third party is minimal.
3. Well-defined KRAs should be in place with the flexibility to modify them with ease. Any number of goals can be created and tagged to the applicable roles in the organisation.
4. Create any number of competencies and tag those to the applicable roles in the organisation with well-defined Parameters against each Competency.
5. Send automated alerts to the appraiser/ deadline monitoring.
6. Promotion event and succession planning information pertaining to eligibility criteria for promotion of an employee should be well-defined within the PAPR system.
7. Provide a repository for all Personal Information so all personal details can be configured via custom fields for employees.
8. Customized Promotion dossiers with relevant information about employee's performance history and eligibility.
9. Provide Multiple assessment frameworks such as Balanced Scorecards and Management by Objectives (MBO).
10. Provide customized system-generated reports pertaining to PAPR.

Phase 2 – Payroll, Compensation and Benefits Module

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

1. Ensure smooth Payroll Processing, Statutory compliance reports, Simple Tax Declaration, Salary Loans & Advances workflow
2. Seamless integration with leaves, EMIs for loans and all deductions/ reimbursements for calculation of pay, for ease of data access and compliance.
3. Manage Benefits and Perquisites by easy CTC claims and reimbursements
4. Assist the Bank in providing self-service facilities to the employees like browsing Salary records, Printing of Pay Slips
5. Loan and Advance Management Module including user definable Loan/Advances with EMI/Interest Calculation facility.
6. Perks Management Module handling various heads of perks for regular/irregular earning perquisites.
7. Salary Management Module for regular/ irregular earning and deduction as well as for pensioner employees.
8. Activity Management Module for Increment / Promotion / Transfer / Disciplinary / Officiating Tracking.
9. Arrear Calculation Module for Salary Arrears, DA Arrear, Increment Arrear
10. Statutory Requirement Management Module handling all statutory earning/deduction as per rule.
11. Yearly Payment Management Module for yearly salary components transaction with security feature.
12. Salary Generation Module with Location wise salary generation facility
13. Loan EMI credit to the individual account in the bank software through sequential file.
14. Reports Generation Module includes Pay slip, Salary Register and all earn and deduct reports with Location/Department/Grade wise facility.
15. Salary Reconciliation & Budgeting Module NPS deduction from salary of the employees.
16. Notional PF calculation of the overseas employees.
17. Integration of leave and attendance.
18. Separate reports for regular employees and pensioner employees.
19. Final Net salary report, Summary report, Branch wise salary report and Salary head wise salary report.

20. Administrative Control Module for Admin Dashboard, defining information fields, Customized MIS Report Generation, User id creation and management, Access, Rights and Permissions and Controls.
21. Lock Month facility to avoid changes in processed data.
22. Give access to Employee to view all salary and Income Tax details like Pay slip, Annual Salary, IT Projection, Yearly Payment.
 - Organization Chart, Sanctioned Posts and Staff in Position
 - Preparation of annual manpower requirement, taking into consideration of various factors such as Sanctioned strength, Person in position, Separation including Attrition, Transfer & Promotions, Annual Business Plans etc.
 - Preparation of annual manpower budget and approval from the competent authority.
 - Creation of new Posts and approval process
23. Easy processes for submitting Investment Declaration for Income Tax.
24. Pensioners portal and retired staff for processing pensions and reimbursements with complete employment history.
25. Online declaration and facility to upload photo with time stamp and life certificate of the pensioners.

Modules for integration with components of Payroll

1. Leave, Time and attendance management

- Integrate ID Card attendance system by ensuring flawless attendance capturing in line with leave management.
- Deliver the ability to process time-off requests and manage time-off balances, employee scheduling and absence management and enable timecards to be integrated with payroll and projects.
- The HRMS Payroll system should be integrated with SharePoint application for loss of pay Leave Calculation as per leave record and attendance. After implementation of proposed payroll application, there should be single application for Employee Master Data maintenance.
- Management of Leave Application, Leave Cancellation, Leave Summary and Replacement Leave Request

2. Employee Information Management

- Provide an Online Repository for each employee with service data pertaining to entire tenure of employment like –
 - Onboarding, Training, Transfer, Increment, Promotion Eligibility/ due report as per policy, Promotion history, deputation/secondment details.
 - Committee Membership details
 - PF and Gratuity
 - Family, Dependants, Nominees
 - Qualifications, skills, professional certifications

- Travel History like Tour visits, Passport details, LTC, Visa
- Loan History like Swap Loan, Festival Advance, Personal Advance, etc.,
- Salary & Income Tax details like Pay slip, Annual Salary, IT Projection, Yearly Payment.
- Easy to submit Investment Declaration and Actual for Income Tax.
- Easy to add attendance for Functional Allowance (Daily/Hourly).
- Improve administrative responsiveness and efficiency.
- Deliver Significant Cost, Time Saving & Paper less for Payroll/HR department.
- Overseas payroll management including all details of Country name, e-payslip and various break up, PF and Gratuity, Break ups (monthly/quarterly/yearly), Currency update, Visa details

3. Document Management

- One Time Data Conversion Requirements –
 - The entire data from the existing systems will have to be migrated to the new system by the vendor before going-live. The historical data (Number of years for which the data needs to be converted) will vary depending on the need for such historical data by the Bank.
 - Scanning, indexing and metadata entry of pages comprising of various types of records such as service books, leave accounts, etc. of all in-service employees of Bank. For all HR records generated till go-live of HRMS application, Bank shall carry out data entry in forms/templates shared by the System Integrator. The filled forms/templates shall be uploaded to HRMS application by System Integrator.
 - Data migration from existing legacy applications.
 - Validation of scanned data entered and migrated data.

4. Centralized database with Reporting and analytics

HRMS should deliver the ability to run operational reports to track HR information, complete compliance reporting, develop key performance indicators (KPIs) to measure HR process performance and embed HR metrics like quality of hire, source of hire, time to hire, turnover, time per process stage, into financial dashboards for company-wide analysis, planning and decision-making. Also look for the ability to create ad-hoc reports.

Phase-III Modules to be implemented in later phases –

Workforce Planning

- Provide the ability to plan and budget for workforce costs and measure against actual outlays for both current and future scenarios.
- May also be used to identify skill gaps, create succession plans and prioritize recruitment efforts
- Succession planning for devising strategy for replacement, planning or passing on future leadership roles.

Learning and Development Module

- Training need assessment based on skills and competency mapping and further development plans related
- E-learning module
- Detailed calendar for training history for each employee
- Exit tests and post-training assessments
- Feedback on training

Recruitment, Onboarding, and Induction

- One stop repository for all documents of applicants and final recruits
- Simplify hiring compliance with structured interviews, bias-reduction settings, and Standardized scoring
- Provide job board analytics
- Create a comprehensive onboarding pack with starter kit, training and orientation schedule and feedback surveys
- Generation of Employee Code

Travel Management

- Provision for employees to raise travel requests on the platform
- Transparent monitoring of travel requests with ease
- Provision to define travel types, purpose, and date
- Provision to view a list of travel requests and their status
- Provision to raise requests for the team
- Quick and detailed reports on the travel requests of employees

SPECIAL CONDITIONS OF RFP

1. **Terms of Payment:** Payment shall be negotiated with the selected vendor.

2. The Agency/ selected bidder at all times will act as an independent contractor. The Selection of agency will not create relationship of principal and agent between successful bidder and the Bank.

3. **Law Governing the Contract/Dispute Resolution:** The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of competent jurisdiction. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

4. **Earnest Money Deposit (EMD):** Bidder should pay specified amount towards Earnest Money deposit as follows:

(a) ₹ 50,000 (Rupees Fifty Thousand only) in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of "Export-Import Bank of India" Payable at Mumbai

(b) EMD will not carry any interest.

(c) EMD will be returned to the unsuccessful bidders after finalization of the bid and to the successful bidder after execution of the Performance Guarantee.

(d) The Earnest Money Deposit submitted by the bidder may be forfeited if,

i) Successful bidder fails to execute an Agreement within specified time as per intimation/request of India Exim Bank,

ii) Successful Bidder withdraws his tender or backs out after acceptance,

iii) Bidder withdraws his tender before the expiry of validity period,

iv) Bidder violates any of the terms and conditions of the tender,

v) Bidder revises any of the items quoted during the validity period,

vi) Bidder is found to have indulged in fraudulent practices in the bid submission process.

vii) MSEs are exempted from making the Earnest Money Deposit (EMD).

Note: DDs of the unsuccessful bidders shall be returned as it is to the bidder and no DD making/cancellation charges shall be paid to the bidder

5. Performance Guarantee: The successful bidder shall furnish a Performance Guarantee of ₹ 5 lakh (Rupees five lakhs only) favouring Export-Import Bank of India. Performance Guarantee will be invoked in the event of a breach of contract by the successful bidder. Performance Guarantee will be returned to the successful bidder within 60 days of completion of the contract.

EVALUATION OF BIDS

The e-tender shall be in two Bid System i.e. Technical Bid and Commercial Bid. The technical bids will be evaluated for determining the continued eligibility of the bidder and compliance of the bids with the necessary technical requirements so as to meet the minimum cut off point and scope of work of this tender.

The bidder meeting/ complying with all the parameters specified in technical specifications will be shortlisted for a presentation and subsequent opening of commercial bid. The Bidder is expected to provide proof for each of the points for eligibility criteria. Commercial bid will be evaluated only for bidders meeting all the parameters specified in technical specification.

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

The commercial bid of only those bidders will be opened who qualify the eligibility as mentioned in technical specification criteria. 40% weightage will be given to the Technical Score; 40 % weightage will be given to the presentation following the technical evaluation and 20% weightage will be given to the commercial bid. Subsequently, the final decision will be taken based on the consolidated score after considering technical bid, presentation and commercial bid.

ELIGIBILITY CRITERIA OF THE BIDDER

Applicant should clearly specify adherence to each of the following requirements (Yes/No).

Sr. No.	Eligibility required from service provider	Compliance (Y/N)	Supporting Document enclosed (Y/N)
1.	Bidder should have minimum 5 years of experience as on October 01, 2021, in providing human resource management systems to various reputed organizations. Should have provided services to minimum 5 clients in the last 3 years. Should have provided services to minimum 3 clients in the BFSI sector.		Work Experience Certificate from clients OR Work Orders
2.	The service provider must have annual turnover of ₹ 25 crore in each of the last three financial years, i.e., FY 2018-19, FY 2019-20 and FY 2020-21 and should have made profits (Profit After Tax, PAT would be considered) for the last 3 financial years.		Audited Balance sheet OR IT Return for the last 3 Financial years shall be submitted.
3.	The service provider should have valid GST and PAN Number.		Government-issued documents to be submitted.
4.	The service provider should have a valid registration number.		Government-issued documents to be submitted.
5.	The firm should neither be blacklisted by any government department nor there should be any criminal case registered/pending against the firm or its owner/partners anywhere in India.		Self – Declaration as per Annexure B .
6.	Service provider should have experience in Payroll integration with Microsoft technologies like .net and SharePoint applications.		Self-declaration to be submitted.

Sr. No.	Eligibility required from service provider	Compliance (Y/N)	Supporting Document enclosed (Y/N)
7.	The HRMS solution should allow access of all functionalities through self-service for all employees of bank. The right to restrict the use of the application will solely be at the Bank's discretion and the solution should be customisable as per Bank's requirements.		Self-declaration to be submitted.
8.	The HRMS should have among others, modules like Performance Appraisal and Potential Review, Attendance and Leave Management, Onboarding of new Hires, Request for Training, Reimbursement & Claim Settlements integrated in the HRMS system.		Self-declaration to be submitted.
9.	The HRMS system should have the ability for customization as per requirements of the Bank in line with acceptable industry practices.		Self-declaration to be submitted

Note:

- Bidders participating in the tender process may be called for making a presentation to India Exim Bank.
- India Exim Bank reserves the right to reject any or all the proposals at any stage of the tendering process. Canvassing in any form will disqualify the agency.
- All the above criteria will be considered during evaluation of tender documents and will be tabulated in a marking system. The bidder must submit documentary proof for the above eligibility criterion wherever necessary.
- The discretion of Bank will be final and binding to all in respect of finalising parameters on which the bids will be analysed.
- All offers received will be screened and shortlisted by a Committee of the Bank based on the specified requirements and the details submitted by the bidders. All shortlisted offers will be further evaluated on the qualitative aspects on various parameters as detailed in Technical Bid Evaluation Scoring Sheet. The technical score will be assigned based on above details.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

TECHNICAL BID EVALUATION

SCORING SHEET

Eligible bidders scoring 55 and above in Technical Evaluation shall be called for presentation on HRMS solution.

Sr. No.	Criteria Description	Max Marks	Cutoff Marks
1.	The bidder should have satisfactorily executed annual service contracts for providing Human Resources Management System Solutions for minimum 2 consecutive years in 5 institutions. a) 5 marks each for every organization to whom the agency has provided services for 2 consecutive years. 1 mark per year for every additional year of experience with the same organization. b) 1 mark per year of experience with new organization. Maximum 10 organizations to be considered.	40	25
2.	Product offered (HRMS) has been implemented and successfully running in at least 2 banks/ financial institutions. The marking shall be as follows – 5 marks for each Bank/ Financial Institution	30	10
3.	The bidder must have annual turnover of ₹ 25 crore each in the last three financial years, i.e., FY 2018-19, FY 2019-20, and FY2020-21. (10 marks for annual turnover of minimum ₹ 25 crore for last 3 consecutive years, thereafter 1 mark for every additional ₹ 25 crore turnover)	20	10
4.	The HRMS should have among others, modules like Performance Appraisal and Potential Review, Attendance and Leave Management, Onboarding of new Hires, Request for Training, Reimbursement & Claim Settlements integrated in the HRMS system.	5	5
5.	Bidder should have experience in Payroll integration with Microsoft technologies like .net and SharePoint applications. Bidder should enclose sufficient proof or self-declaration for the same.	5	5
Total Marks		100	55
Minimum Marks required for technical qualification		55	

PRESENTATION AND CUSTOMER FEEDBACK

Subsequent to the technical bid evaluation, shortlisted bidders will be invited to make presentation to the selection committee. The presentation should highlight the features of the HRMS solution of the company along with the training and the support service that will be offered. Rating will be on the following criteria:

Criteria for rating	Maximum Score
Overview of the company and the products and services it offers	20
PAPR module and possible customisation for Exim Bank	20
Features of modules as proposed in Phase II and Phase III under Scope of Work	20
Details of training to the Bank's internal team and support services for seamless IT integration	20
Client References (Contact details of the clients who can provide feedback on the company should be provided)	20
Total Score	100

COMMERCIAL BID (FINANCIAL BID)

S.No.	Product and Service	Service Fee in ₹
1.	Total Fixed Project Cost for Phase I of implementation and training as per scope of work (SoW) in the tender document including customisation.	
2.	Annual maintenance charge (for first year) of Phase I implementation*	
3.	Project cost for Phase II implementation as per SoW	
4.	Project cost for Phase III stage implementation as per SoW	

*Annual maintenance charge for second and third years should ideally not vary more than 10% from the annual maintenance charge quote of first year.

For evaluation of commercial bid, total cost as per point numbers 1 to 4 will be considered.

Method of selection: Quality and Cost Based Selection

The minimum technical score required to be shortlisted for presentation is: 55 Points

Technical Score – to be calculated as per technical scoring sheet (refer page no. 27)

Bidders who score minimum 55 points in Technical Evaluation shall be shortlisted for a presentation. Bidders shall be requested to present a demo of HRMS solution proposed. Various modules required by the Bank will be evaluated on customization, data integration, and similar factors pertaining to overall quality of the solution proposed.

The weights given to the Technical Score, Presentation Score and Price Score are: Technical Score = 40% Presentation Score = 40% and Price Score = 20%

Where Price Score will be calculated as follows:

Price Score of a proposal = $100 \times (\text{Price of Lowest Proposal} / \text{Price of the proposal under consideration})$

The formula for determining the final score is the following:

Final Score = 40% of Technical Score + 40% of Presentation Score + 20% of Price Score

GENERAL INSTRUCTIONS TO BIDDERS

1.0	Parties:
	The parties to the Contract will be the bidder providing HRMS solution and Export-Import Bank of India, Floor 21, World Trade Centre Complex, Centre One Building, Cuffe Parade, Mumbai - 400 005 who would be availing the services.
	Tenderers must get acquainted with the proposed work, specifications. No request of any change in conditions shall be entertained after pre bid meeting date.
2.0	Any printing or typographical errors /omission in tender document shall be referred to India Exim Bank and its interpretation regarding correction shall be final and binding on the bidders. No queries will be entertained on the last day of the Tender submission.
3.0	Right to accept or reject tender:
	The right to acceptance of tender will rest with India Exim Bank who does not bind itself to accept lowest tender and reserves to themselves the authority to reject any or all the tenders received. The Bank also reserves the right of accepting the whole or any part of the tender and Bidders shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Bidders are liable to be rejected. For this purpose, Bidders shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any/ every item. No demand for variations in rates for items executed shall be entertained on the plea of the Exim Bank deciding to delete, alter or reduce the quantities specified in respect of any item. Moreover, the Bank reserves the right to cancel the whole tendering process at any stage of the tender without assigning any reasons to the bidder.
4.0	Payments:
	The payment of the services will be made within reasonable time in accordance with the terms to the contract.
5.0	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from India Exim Bank shall be mentioned by the Bidder.
6.0	The Bank has the right to reduce or increase the scope of work. The Bank may give one month's notice period for termination of contract if the

	services of the Agency are not found to be satisfactory.
7.0	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:

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/2021-22/22**)

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 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 India 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.

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:

UNDERTAKING FROM THE BIDDER

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

Dear Sir,

Ref: “Selection of an agency for providing Human Resources Management System (HRMS)”

Ref. No: EXIM/RFP/2021-22/22

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 India Exim Bank. I / We agree to pay all 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 to India Exim Bank’s preconditions as stipulated in the tender documents and Selection process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from India Exim Bank, during the course of the work, India 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:

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 Export-Import Bank of India's requirements and various audit compliance.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

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 hereinafter referred “India Exim Bank” 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**.

_____ & India Exim Bank 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 India Exim Bank 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. **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.
5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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:

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 “**Selection of an agency for providing Human Resources Management System (HRMS)**”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, 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 case 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;

Mrs. Anita Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon – 122002 Email – anitach123@hotmail.com	Mrs. Rajni Sekhri Sibal IAS (Retd.) House No – G–9, Second Floor, Maharani Bagh, New Delhi – 110065 Email – rajnisekhrisibal@gmail.com
---	---

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-contractor.
- (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

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 member.
- (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)

STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

To,

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

Re: Tender RFP Ref: **EXIM/RFP/2021-22/22**

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)

PRE-BID QUERY FORMAT**Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting**

If a bidder, desiring to respond to RFP for “**Selection of an agency for providing Human Resources Management System (HRMS)**” to Export Import Bank of India, requires any clarifications on the points mentioned in the RFP may communicate with the Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online i.e. on or before November 18, 2021 will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required.

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.

Queries in the following format should be emailed to:

Kiran Patil

kiran@eximbankindia.in

Deputy General Manager (DGM) – IT Group

Swarup Chakraborty

swarup.c@eximbankindia.in

Assistant General Manager – Human Resource Management Group

Name of Organisation submitting request	Name & position of person submitting request	Full formal address of the organisation including phone, fax and email points of contact
		Email:
		Tel/Mobile:
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.

ANNEXURE IX

SELF-DECLARATION ON NOT BEING BLACKLISTED

(To be provided on letterhead of the firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/ State Government/ Public Undertaking/ Institute and there is no criminal case registered/ pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in every respect and, at a later date, it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Seal:

Authorized Signatory:

Place:

Name:

Designation:

Contact Number: