



**Request for Proposal  
for  
Implementation of Risk Management System including  
Capital Assessment as per Basel III guidelines  
applicable to Exim Bank**

**E-Tender Reference No: EXIM/RFP/2022-23/09**

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

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## 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 "Supply, Installation, Testing, Commissioning and Maintenance of Risk Management System".

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

#### **4. CONTACT INFORMATION FOR E-TENDER PROCESS**

E-Procurement Technologies Limited

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

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

## GENERAL TENDER DETAILS

Tender Document for	“Implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank”
Tender Reference No.	<b>EXIM/RFP/2022-23/09</b>
Last date for acceptance of IP Agreement	10 June 2022, 5 PM IST
Place of Submission of IP Agreement original document.	Export Import Bank of India, Center One Building, 21 <sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	20 May 2022, 5 PM IST
Document Downloading Start Date	20 May 2022, 5 PM IST
Pre-Bid Meeting Date	27 May 2022, 3 PM IST
Document Downloading End Date	10 June 2022, 5 PM IST
Last Date and Time For Submission	10 June 2022, 5 PM IST
Opening of Tender	10 June 2022, 6 PM IST
Address for communication	As above Ph. 022-22172438 E-Mail: <a href="mailto:surya.v@eximbankindia.in">surya.v@eximbankindia.in</a> <a href="mailto:guru.b@eximbankindia.in">guru.b@eximbankindia.in</a> <a href="mailto:deepakbhatia@eximbankindia.in">deepakbhatia@eximbankindia.in</a>
Place of Receipt of E-Tender	<a href="https://eximbankindiatenders.procuretiger.">https://eximbankindiatenders.procuretiger.</a>

**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 can be done online by opening Website: <https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.

For any clarification kindly contact –

E-Procurement Technologies Limited

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Gujarat, India

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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	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. <b>PAN Card No.</b>		
11. <b>GST No.</b>		

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

**Name and Address of the**

**Firm:Company Seal:**

**Date**

## **INFORMATION FOR BIDDERS**

1. Bids shall be submitted online only at website:  
<https://eximbankindiatenders.procuretiger.com/EPROC/>
2. The bidders can enrol themselves on the website:  
<https://eximbankindiatenders.procuretiger.com/>. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e tender.
4. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Please Make sure all format asked as per Sr No 4 and 5 of tender document are properly uploaded online Website for E-Procurement  
<https://eximbankindiatenders.procuretiger.com/>
7. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is

detected that the person so signing the Tender has no authority to do so, the Asst General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. The Bidder should be a manufacturer, or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening in India and is engaged in R&D activities.

### **CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)**

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
  - a. District Industries Centers (DIC)



- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village Industries Board
- d. Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- g. Any other body specified by Ministry of MSME (MoMSME)
- h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.

2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
5. The MSMEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

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

- a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- b. However, there may be circumstances like procurement of items/services

related to public safety, health, critical security operations and equipment, etc., wherein EXIM Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

## GENERAL CONDITIONS OF RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Standard Arbitration Clause:** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract, or any part thereof should be settled by bilateral discussions. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration

including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

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

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
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.
6. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials,

installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

7. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:
- (a) The Seller is declared bankrupt or becomes insolvent.
  - (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
  - (c) With mutual agreement
  - (d) As per decision of the Arbitration Tribunal.
8. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email, addressed to the last known address of the party to whom it is sent.
9. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

10. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

11. **Evaluation and Comparison of Bids:**

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

The decision of the Bank would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason 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 multi-stage process. The stages are:

- a. General Eligibility
- b. Technical specification evaluation
- c. Commercial evaluation

12. **Notices to local bodies:**

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

13. Attention of bidders is drawn to the relevant and extant instructions of GoI, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the Firm/Organization and are required to be complied with. As per Central Vigilance Commission (CVC) directives, it is required that Firm/Organization observe the highest standard of ethics and do not resort to any corrupt or fraudulent practices during the procurement and execution

of such contracts in pursuance of this policy:

- i "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- ii "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank and includes collusive practice among Firm/Organization (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

14. The Bank reserves the right to reject a proposal for award if it determines that the Firm/Organization recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract. During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Firm/Organization, as the case maybe, can do so only with the prior written concurrence of Exim Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Firm/Organization during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, the Bank reserves the unconditional right to insist the selected Firm/Organization to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of the Assignment pursuant to this RFP.

15. All applicants under the RFP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep Exim Bank and /or its Directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by Exim Bank and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the Firm/Organization and or its directors, employees, in the performance of the Assignment including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Firm/Organization under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Firm/Organization and the Bank.
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 the successful bidder(s).
17. 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.

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.



## **TERMS OF RFP**

1. This Request for Proposal (RFP) document has been prepared solely for the implementation of the Implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank for EXIM Bank. The RFP document is not a recommendation, offer, or invitation to enter a 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.
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.
3. The 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 the meetings, 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.
4. The bidders must apply their care and conduct their investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
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 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.

6. Exim Bank also reserves the sole right for carrying out any amendments/modifications/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](http://www.eximbankindia.in) and these will be binding on the bidders.

7. Exim Bank reserves the sole right to cancel the RFP at any stage without assigning any reason.

8. Before tendering, the 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 therein, they should immediately refer the matter to Exim Bank, for clarification.

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.

10. The Bank shall hold a pre-bid meeting on the date and time mentioned in this document. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The bidders are expected to use the opportunity to have all their queries answered. No query will be entertained after the pre-bid meeting. The pre-bid queries are to be addressed to the contact details provided under 'General Tender Details'. The clarification is to be sought quoting page/clause no. of RFP. The text of the clarifications asked, and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank's website. It would be responsibility of the bidder to check the website before final submission of the bids.

11. Any tenders / bids received by Exim Bank after the deadline for submission of tenders prescribed by Exim Bank will be summarily rejected and returned unopened to the bidders. The Bank shall not be responsible for any delay or non-receipt/ non-delivery of the documents to Exim Bank on or before the deadline.
12. From the time the proposals are opened to the time of appointment, bidders should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.
13. 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 up to 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.
14. The Bank expects a single bidder to have in-house capabilities to deliver the scope as per the Terms of Reference. Formation of the consortium, joint venture, or association of Firm/Organization 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.
15. All intellectual property to be developed during 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 Consultant. Any pre-existing intellectual property of the bidder or IP that is created during the engagement but not intended for the client (incidental IP) will remain under the ownership of the bidder.

16. Confidentiality of all information, documentary or otherwise, gathered during 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.
17. The bidder shall always, refrain from showing the report/work in progress or the completed report/work, to any person not authorized by Exim Bank.
18. The bidder shall not divulge to any person not authorized 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 during the assignment.

## INTRODUCTION

The Export-Import Bank of India (India EXIM Bank) is the premier export finance institution of the country that seeks to build value by integrating foreign trade and investment with the economic rise of India. The Bank has been guided by expertise at the Board level, by senior policymakers, expert bankers, leading players in the industry and international trade as well as professionals in exports, imports, or financing. With offices spread across India and in select locations of the world, the bank aspires to boost the businesses of industries and SMEs.

Established by the Government of India, we commenced operations in 1982 under the Export-Import Bank of India Act, 1981 as a purveyor of export credit, mirroring global Export Credit Agencies. With our rich pedigree, today we serve as a growth engine for industries and SMEs through a wide range of products and services. This includes import of technology and export product development, export production, export marketing, pre-shipment and post-shipment and overseas investment. In a rapidly shifting financial landscape, we are a catalyst and key player in the promotion of cross border trade and investment. By instilling a powerful culture of innovation and foresight, we help India maximize its potential, meet, and exceed its vision.

Export-Import Bank of India has taken several IT initiatives to keep pace with changing technology. Bank has Computerized 100% of its offices and has implemented a Centralized Banking Solution (CBS) with Data Centre at Mumbai and Disaster Recovery Site at Bengaluru. The centralized Banking Solution covers all 10 Domestic offices, which are connected to the Data Centre through a Wide Area Network (MPLS).

In addition, The Bank is using Office 365 for e-mail communication and SharePoint framework for intranet application and other internal workflow automations. Applications from multiple vendors for different internal requirements of the Bank are also in use. The Operating Systems used in Different applications include different flavours of UNIX like AIX, Linux etc., and Windows. The Databases include

Oracle, MySQL, Microsoft SQL Server, Access etc. Security measures are enforced at various levels (Application-Level Security, Network Level Security, Database Level Security, OS Level Security, Access Level Controls, and Physical Security etc.). All these measures are in congruence with the Bank's Information Security Policy, Business Continuity & Disaster Recovery Plans & various other regulatory compliances.

### **OBJECTIVE OF THIS RFP:**

The Exim Bank proposes the implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank system. The objective of this RFP is to identify and register eligible bidders who are interested in providing the proposed solution and have the suitable capacity, capability, and experience.

## SCOPE OF WORK

The applicant should clearly mention, describe their proposed solution and how it will meet the required parameters, and provide details thereof in their proposal on the following lines. Solution providers must explicitly mention all details and must be able to seamlessly provide the functionality to meet the Banks requirements for Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank.

Applicants should clearly specify whether they adhere to each of the following requirements (Yes/No).

Sr No.	Requirements	Yes/No
	<b>BASEL III Requirements</b>	
1.	Capital Computation as per Basel III with breakdown into elements of CET1, AT1, T2, CCB etc. including regulatory adjustments/deductions applied in the calculation of CET1 capital subject to various limits and minima as prescribed for AIFIs	
2.	Treatment of Equity investments in non-financial entities/JVs/Associates/subsidiaries, in capital computation as well as capital charge on such investments	
3.	Computation of capital charge on equity investment/capital instruments in financial entities, and limits on investments in such instruments	

4.	<p>Computation of RWAs for each class of the asset categories, covering inter alia,</p> <ul style="list-style-type: none"> <li>• Computation of RWAs (on balance sheet as well as off-balance sheet) based on standardised approach of credit risk with specific reference to capturing of external credit ratings/Sovereign ratings. Wherever two or more credit ratings are available, system should have capability to recognise lowest rating and accordingly, compute the applicable RW.</li> <li>• Computation of RWAs (on balance sheet as well as off-balance sheet) in respect of exposure to commercial banks based on level of CET1 capital of counterparty banks</li> <li>• Computation of capital charge on NPAs after considering the provisions held and collaterals available</li> </ul>	
5.	Computation of capital charge on capital market exposures	
6.	Identification and application of Credit Risk Mitigants in computation of RWA including haircuts as applicable	
7.	Unhedged Foreign Currency Exposure computation	
8.	Computation of Market Risk Capital Charge as prescribed by RBI under Basel III guidelines	
9.	Capital charge for Counterparty Credit Risk and Credit Valuation Adjustment. Computation of Interest rate risk, Equity price risk, (general and specific), exchange risk for market risk charge computation for trading book and banking book as per Basel III guidelines	
10.	Computation of Risk weighted assets for Market risk	
11.	Any other requirements pertaining to market risk charge computation under Basel III guidelines	



12.	Market risk related off balance sheet items (Derivatives) valuation based on RBI guidelines. <ul style="list-style-type: none"> <li>• Calculation of Credit Counterparty Exposure according to methodology prescribed by RBI.</li> <li>• Computation of default fund exposure including QCCP and non QCCP as per Basel III guidelines.</li> <li>• Calculation of Credit Counterparty Exposure according to methodology prescribed by RBI</li> </ul>	
13.	Computation of Risk weighted assets and Capital charge for Operational risk	
14.	Computation of Risk weighted assets for Pillar 2 risks (liquidity risk, interest rate risk, foreign exchange risk, credit concentration risk, model risk, strategic and reputational risk, climate risk etc) in line with the internal policy of the Bank. Risk aggregation and diversification. Formulation of the procedures to be used for evaluating the correlation between various risks.	
15.	Capital Planning under ICAAP. To capture Bank's projections for next 3-5 years. Computation of Economic and Regulatory capital	
16.	Computation of Leverage Ratio, LCR, NSFR ratio and Short & medium-term quantitative liquidity ratios liquidity ratios prescribed by RBI under Basel III/internal policy	
17.	Exposure calculation including off balance sheet as per BASEL III Exposure norms	
18.	Stress testing and scenario analysis framework under Basel III for all the risks	
19.	Computation of CRAR under Basel-III	
20.	Market Disclosure requirements as per Pillar III under Basel III guidelines in line with the internal policy	
21.	Disclosure templates as prescribed for AIFIs	
	<b>ALM/FTP related requirements</b>	
22.	Generation of Structural Liquidity Statements as per RBI prescribed guidelines/formats to FIs (separate for each currency)	

23.	Generation of Dynamic Liquidity Statements and back testing of the same.	
24.	Generation of Interest Rate Sensitivity report as per RBI prescribed guidelines/formats to FIs (separate for each currency).	
25.	Measurement of Repricing risk, Yield curve risk, Basis risk, etc. under Interest Rate Risk	
26.	Net Interest Income Sensitivity calculation as per Internal Board/RBI guidelines	
27.	<p>Computation of Interest rate Risk under Traditional Gap Approach (Earning perspective) and Durational Gap Approach (Economic Value perspective). Adherence to new IRRBB guidelines to Banks. Provision for Shock analysis on overall portfolio for computation of Interest Rate Risk:</p> <ul style="list-style-type: none"> <li>• Parallel Shock up</li> <li>• Parallel Shock down</li> <li>• Flatteners Shock</li> <li>• Short Rate Shock up</li> <li>• Short Rate Shock down</li> <li>• Steepened Shock</li> </ul>	
28.	Liquidity ratios under stock approach as mentioned in Bank's ALM policy as well as regulatory guidelines	
29.	Contingency fund planning as per internal guidelines. Provision for stress testing or scenario analysis should be available. Generation of report for Projected Net Cash Flows of the bank for the next 7 days.	
30.	Generation of Fund Transfer Pricing Report (Profit Centre wise, Product Category Wise, Office Wise, Currency Wise etc.)	
	<b>Expected Credit Loss under IND AS</b>	
31.	Calculation of Expected Credit Loss for the Bank entire portfolio (including investment). Computation of PD, LGD, EAD, Effective Interest Rates, forward looking PD, CCFs.	
32.	Discounting of cashflows required for computation of ECL	

33.	Staging of Bank's entire portfolio based on dpd/SICR.	
	<b>Miscellaneous</b>	
34.	Computation of weighted average cost of borrowings for Bank based on Internal policy	
35.	Stress Testing and Back testing for all the modules	
36.	Interface with other market sources for fetching data (external ratings, interest rate curves etc) required for above computations	
37.	Behavioural analysis for various modules like ALM, Basel III, ECL.	
38.	Capability to capture new ARR's on account of LIBOR transition	
	<b>Desirables</b>	
39.	Ratio computation and Variance Analysis	
40.	Projected Financial statements (B/S, P/L and Cash flow)	
41.	Cash flow statement as per AS 3	

## **PROCESS & SYSTEM STUDY**

1. The selected bidder is expected to study the RFP to gain an understanding of the current and proposed business processes in the Bank. The selected bidder is expected to identify business process areas where the Bidder may need to obtain further understanding. The Bidder is expected to identify further process improvement opportunities. The successful Bidder will be required to create a detailed System Requirement Specification [SRS] document with the understanding. The SRS preparation team of the successful Bidder should be experienced, with full functional knowledge of the software. The Bank reserves the right to ask for the replacement of any team member if the Bank feels he/she is not adequately qualified for the same. The Bank on acceptance of the same shall sign off the SRS Document.
2. We intend to take up this project in a phased manner and follow the broad steps indicated below:
  - a) Kick-off Meeting of the Project
  - b) System Requirements Study [SRS]
  - c) Design and Build
  - d) Deployment
  - e) Testing
  - f) Implementation
  - g) Training
  - h) Go-Live
  - i) Post Implementation
  - j) Warranty
  - k) AMC and Onsite Technical Support

### **a. Kick-Off Meeting of the Project:**

Kick-off should be the first activity after the award of the project, focusing on the project objective, milestones, and resource roles and responsibilities.

#### **b. System Requirement Study [SRS]:**

The selected bidder will conduct a detailed Systems Requirements Study and provide a document/Manual relating to the functionalities as required for the Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank. The SRS will be conducted for each Group / Unit/ Office (both domestic and overseas offices, as applicable). The selected bidder is also expected to provide suitable Business Continuity Planning applicable to the proposed solution for Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank so that the solution is available at anytime, anywhere or any site. EXIM Bank will identify the content provider coordinators for each Group / Regional Office / Overseas Office and other offices, who would be responsible for the review, comments, and sign-off the SRS Document. The bidder team may be required to visit Exim Bank's office within Mumbai and New Delhi for requirement gathering.

#### **c. Design and Build:**

1. Post finalization and signing off of the SRS document by the Bank, Bidder is expected to start with the design and build of the application.
2. Development of the application will be carried out at Bidder's Development Centre.
3. Bidder is expected to ensure complete confidentiality and security of the Bank's Data as per the agreement entered with the Bank.
4. Bidder is expected to follow Secure Coding standards as

part of the application development.

5. Bidder should complete unit testing and required security tests before deploying the System in the Bank's test environment.

#### **d. Deployment:**

1. The Bidder's resources will be required onsite during the deployment phase.
2. Setting of up the test environment at EXIM Bank will be Bidder's responsibility.
3. Bidder is expected to provide user and technical documentation including Installation, Commissioning, Implementation, security check Manuals.

#### **e. Testing:**

The vendor would assist EXIM Bank in the following: -

1. Functional tests to demonstrate that each component as well as the entire completed system performs the functions as is designed to function.
2. Load tests to demonstrate the ability of the system to perform without performance degradation under maximum traffic load.
3. The Bidder is expected to use industry-standard tools for performance and load testing and share the results with EXIM Bank.
4. Performance tests to demonstrate satisfactory performance during the testing phase before Go-Live.
5. The bidder shall conduct the tests, rectify any problems, and provide an operational & efficient system.
6. The bidder to run automated testing suites (where

applicable) as determined by the test scripts and document all test results, as well as any deviations that have been discovered in a format acceptable to EXIM Bank.

7. UAT will be firstly done by the identified content coordinators from Groups / Offices/ Regional Offices / Overseas Offices of EXIM Bank and later by a third party, if EXIM Bank so desires.
8. Standard Benchmark to ensure that all parties have a common understanding of any security issues uncovered, the Bank will conduct VAPT which will provide vulnerability ratings (preferably) based on industry standards as defined by First's Common Vulnerability Scoring System (CVSS). Third-party testing, third-party audit (application, data, and process) and vulnerability assessment and penetration testing (VAPT) will be carried out by Bank before going Live. The vendor should make necessary arrangements to facilitate all these activities without separate charges to the Bank. Also, the vendor must ensure that all the solutions should be in conformity with the Information Security (IS) policy of the Bank. All the aspects of IS policy should be adhered to by the bidder.
9. The vendor should provide an official signed document accepting the system ("Final Systems Acceptance") from the EXIM Bank.
10. VAPT exercise shall be conducted by the Bank, it shall be the Bidder's responsibility to rectify the gaps unearthed during the VAPT at no additional cost to the Bank during the contract period.

## **f. Implementation**

1. On successful completion of UAT, the Bidder should deploy the code in the Production site.
2. The Bidder will ensure a mirror copy of the Production site is replicated in the Disaster Recovery (DR) site as per the Bank's requirement.
3. The implementation phase shall be deemed as completed in all respects only after
  - All applications and services are implemented as per the intent of this RFP.
  - Application meets all the necessary security.
  - All functionalities mentioned in this RFP have gone live. All the related trainings are completed, and a post-training assessment is carried out by the Bank.
  - VAPT observations are complied.

## **g. Training**

Bidder should provide training to EXIM Bank's officials for using and managing the system, which will include end-user, technical, and SystemAdministration training as well as DBA level training. All arrangements and expenditure in this regard are to be undertaken by the bidder with no claim on the Bank. The training phase includes the preparation of user manuals, handbooks, tutorial videos etc. besides hands-on classroom training sessions for the end-users. The purpose of these trainings is to enable the officials of Exim Bank to handle the day-to-day system operation.

A. Administrator Level Training (Technical): A



comprehensive technical training to users should be provided by Bidder at one or more locations in India on the following topics:

- i. User management
- ii. Configuration/ Parameterization of Application software
- iii. Management of Application software
- iv. Report writing / Business Activity Monitoring
- v. Troubleshooting etc.

B. User Level Training (on-site): A set of user-level training depending on the roles and responsibilities (separately for senior / other staff) of the users at different locations by the bidder at Head Office, Mumbai and New Delhi Office on the following topics:

- i. All the functionality available in the application
- ii. User and Workflow Process Management
- iii. Use of the application.
- iv. Easy adoption by the user
- v. Troubleshooting at the user level

An on-line/off-line self-learning mechanism with appropriate screenshots and markings should be prepared and made available for all users in softcopy to learn and use the product themselves. Tutorial videos should also be prepared to explain the various features and modules of the application.

#### **h. Go – live**

Go-Live is the phase in which the application is made available

to all the users to carry out live transactions.

1. Before the final Go-Live, the Bidder must complete the development/ customization of the application as per the Functional and Technical Specifications agreed with the Bank.
2. The Go-Live is an end-to-end responsibility of the Bidder who will manage total planning, handholding support as per the scope of work.
3. The completion shall include satisfactory installation, testing, data migration, non-functional requirements, etc.
4. Bidder should provide 90 days of handholding support post- Go-Live.
5. On satisfactory performance of application post 90 days from Go-Live, the Bank will issue Completion Certificate.
6. In case of the Go-Live delays by the Bidder, the financial Penalty as per the Bank's discretion will be imposed on the Bidder at 5% of the total contract value per month of delay, to the maximum of 10% of the total contract value as per the agreement between the Bank and the successful Bidder.

### **i. Post Implementation**

The post-implementation period will start after 90 days of successful “Go-Live” of the project. Post-implementation will begin from the date of issue of the Completion Certificate by the Bank.

## **PROCESS OF SELECTION**

The process of selection would include the following:

- i. Issuance of RFP.
- ii. Clarification / Pre-Bid Meeting.
- iii. Submission of Bids.
- iv. Opening of Eligibility & Technical Bids.
- v. Discussion / Presentations of the bidders meeting eligibility criteria with selection committee – Assign Technical Score.
- vi. 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) – Assign Financial Score.
- vii. Award of contract, based on the combined score of the bidder

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### **Eligibility**

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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.

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>
1.	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	Manufacturers Authorization Form to be submitted in case of Authorized Dealers/vendors/sup

	Foreign Principals, if any who possess the qualifying requirements as specified in the Tender.	pliers.
2.	The Bidder should be a Public Sector Unit/ Partnership Firm/ Private Limited Company/ Limited Liability Partnership Firm/ MNC/ Public Limited Company registered or incorporated in India. It should be registered with the GST authority. The bidder should have been in existence for the last 5 years as on the RFP issuance date.	Certificate of Incorporation/ Documents supporting constitution of the bidder. Copy of Registration Certificate with the GSTN
3.	The Bidder should have made a Net Profit (after all taxes etc.) in each of the last three financial years i.e., FY 2019-20, FY 2020-21, and FY 2021- 22.	Copies of Annual Reports in case of listed companies and copies of audited balance sheets and P&L statements in case of others.
4.	The bidder should have undertaken at least 2 projects for the implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank in the last 5 years in India i.e., FY 2017-18 to FY 2021-22. Out of the two projects one should have been implemented in PSU.	Completion certificate from the client, along with a copy of the contract. In the absence of completion certificate, self-declaration on its letter head, a copy of the contract/detailed work order and contact details of key officials at client's end who may be

		contacted for confirmation of credentials.
5.	The bidder must have earned fee income of INR 10 crore (Rupees Ten crore) from implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank in each of the last 3 FYs (FY 2019-20, FY 2020-21, FY 2021-22) as per audited financial statement. Fee from services other than implementation of Risk Management system viz consultancy, audit, tax etc. would not be included.	Audited financial statements for last 3 FYs. In case the bidder provides non-consultancy services also, the fee from consultancy services only will be considered; relevant certificate from Statutory/ Tax Auditors will be required.
6.	The firm should not have been banned/blacklisted/barred/ disqualified/ prohibited by Govt. of India/State Govts. The firm should not have defaulted to Banks/FIs in India in payment of dues.	Declaration & Undertaking by the firm on its letter head. The bidder is also required to sign an Integrity pact as per <b>Annexure XVII.</b>
7.	The bidder should have a valid GST and PAN number.	Government-issued documents to be submitted.
8.	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.	The Letter of Proposal to be submitted as mentioned in <b>Annexure III.</b>

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 taken forward to the next stage of technical evaluation. The evaluation committee reserves the right to verify/evaluate the claims made by the vendor independently. Any decision in this regard shall be final and binding upon the bidder.

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## **Technical Bid**

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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 at the end of each phase of work. 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.

### **Format for Technical Bid**

The format for submission of the Technical Bid includes:

- a) Letter of Proposal (As per **Annexure III**).
- b) Consultant's organization & management.
- c) List of Assignments executed by the firm since March 2017, which are relevant to RFP (As per **Annexure XVIII**).
- d) List of assignments cancelled by the client / withdrawn from by the firm in the past, if any, along with reasons for cancellation / withdrawal (As per **Annexure XVIII**)
- e) Names and profile of team members, composition, and experience of team members (As per **Annexure XIX**).
- f) Comments & suggestions on TOR.

- g) Approach & methodology.
- h) Work Schedule (including expected commencement day, draft submission, etc.).
- i) Signed copy of Non-Disclosure Agreement (As per **Annexure-XVI**)

In addition to these, the bidders may add sections. A Selection Committee of the Bank will evaluate the proposal and will primarily look into the aforementioned sections for this purpose. The selection committee may, at its sole discretion, decide to seek more information/proof from the respondents.

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## **Financial Bid**

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The Financial Bid will contain the financial quote covering total price/fees/cost of undertaking the assignment inclusive of all out-of-pocket expenses for the implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank. GST / any other applicable taxes are to be excluded. Bidders will bid an overall amount for the entire duration of 5 years. No upward revision in the price would be considered on any count. Relevant price information and the rates should be quoted in Indian Rupees only. The format of Commercial Proposal is given in **Annexure XI**.

The financial bid made by the bidder should take care of the following:

- i. The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- ii. Financial Bid which is conditional will be rejected.
- iii. In case of discrepancy in words and figures, the price quoted in words will be taken as final. There should not be any hidden costs for the items quoted.

- iv. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate.
- v. Any overwriting, erasure, etc. has to be initiated by the authorized person.
- vi. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fees and applicable taxes.
- vii. The Bank will pay the tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful bidder.

### **Payment Terms**

The payment terms would be as follows:

<b>Deliverable</b>	<b>Payment Terms</b>
Software License/Subscription Cost	100% payment will be made after delivery and installation of required software licenses at DC and DR.
Implementation Cost	100% payment will be made after project sign-off.
Support Cost	L2 Online Support cost will be initiated on quarterly basis.
ATS Cost	100% payment will be made in advance from second year onwards (i.e., one year after project sign-off)

Note: No advance amount will be paid for License and Implementation.

Details of key deliverables corresponding to Payment Milestones (PM) – Expected timelines will be reckoned from the date of commencement of the assignment.



## **SUBMISSION OF BIDS**

### Rules for Responding to this RFP-

1. The firms / bidders should use the formats prescribed by the Bank for submission of the RFP Response. Documents not required as part of the Tender should not be provided.
2. All bid responses would be deemed to be irrevocable offers/ proposals from the firms / bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder/firm. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.
3. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
4. If related parties (as defined below) submit more than one bid, then both/all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:
  - a) Bids submitted by the holding company and its subsidiary.
  - b) Bids submitted by one or more companies having common director/s.
  - c) Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
  - d) Bids submitted by one or more companies in the same group of promoters/ management.
  - e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.
5. The Commercial Proposal shall be submitted as per the format attached **Annexure XI**. The projects total contract amount shall be fixed lump sum

including fees and all expenses but excluding GST and other taxes, if any. The amount should be quoted in Indian Rupees only. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## **EVALUATION OF BIDS**

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### **Opening of Bids**

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The bids received within the prescribed date and time will be opened as per schedule mentioned in the 'General Tender Details' 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 authorized 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.

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### **Preliminary Scrutiny**

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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.

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### **Technical Evaluation**

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The technical bid submitted will be evaluated by a Selection Committee to be appointed by the Bank. The Selection Committee would undertake a discussion

/ presentation with the bidders on the understanding of the key challenges before the Bank, proposed Approach and Methodology to be adopted, experience of proposed team, delivery time etc. The technical capabilities and competence of the firm should be clearly reflected in the discussion / presentation. The Bank will inform the date, time and venue of the discussion / presentation to the Consultancy firms that have met the eligibility criteria.

It may be noted that the key members of the team proposed in the Technical Proposal (in **Annexure XIX**) will need to necessarily be made available to the Bank for delivery of the assignment and they should be present during the presentation. During the course of the discussion / presentation, the Bank has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in 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 Discussion / Presentation with the bidder, the Technical Evaluation of the eligible firm will be carried out as per the detail outlined below:

Sr. No.	Criteria	Evaluation Parameters	Max Marks
1	Bidder Experience in implementation / under implementation of the Risk Management System including Capital Assessment as per Basel III guidelines (as per the scope of work).	<p>References from PSU/Scheduled Commercial Banks (excluding RRBs/ Co-operative Banks)</p> <p><b>A.</b> Experience of Implementation of Risk Management System including Capital Assessment as per Basel III guidelines in each Bank will fetch 10 Marks. (Upload Completion Certificates).</p> <p><b>B.</b> Experience of under Implementation projects of Risk Management System including Capital Assessment as per Basel III guidelines in each Bank will fetch 5 Marks.</p> <p><b>Note:</b> The Bank will consider total four</p>	35

2	Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank requirements fulfillment.  The requirements are mentioned in the Scope of Work section of RFP.	The bidder must give the list of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank requirements that can be delivered without any issues.  In this category, the marks will be allotted based on the percentage of the requirements that can be delivered as mentioned below-	35
		If the bidder can deliver ≥ 90% of the requirements.	35
		If the bidder can deliver ≥ 80% to < 90% of the requirements.	25
		If the bidder can deliver ≥ 70% to < 80% of the requirements.	15
		If the bidder can deliver < 70% of the requirements.	0
3	Presentation	<ul style="list-style-type: none"> <li>• Bidder's understanding on project scope.</li> <li>• Bidder's knowledge and experience to deliver vis-à-vis scope of the assignment.</li> <li>• Project timeline, delivery organization, and Solution architecture</li> <li>• Product demo</li> </ul> <p>Bidder's ability to provide crisp and clear answers with strong content to questions asked.</p>	20
4	Customer Feedback/Site Visit	The customer (for whom the bidder has already implemented the Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank) feedback will also be considered.	10
		<b>Total</b>	<b>100</b>

As part of technical evaluation, the Bank may contact the customer references to get feedback about the credentials submitted by the bidder. The Bank at its discretion may not consider those projects / references for scoring, if in the Bank's opinion it is not relevant or meet corresponding criteria or in case the responses received from the customer contacts are negative.

Bidders who are eligible as per the eligibility criteria and score at least 75 marks out of 100 from the technical evaluation criteria as described above would be considered for shortlisting for making a presentation to the Selection Committee. The Bank, at its sole discretion, may also choose to lower the minimum score from 75 marks.

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### **Opening of Financial Bids and Combined Score**

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The evaluation criteria will be based on Quality and Cost Based Selection (QCBS) on 75:25 valuation [Techno-Commercial]. Financial proposals of only those bidders who are technically qualified (scoring 75 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 a weightage of 75%. The financial bids will be given a weightage of 25%. 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 a higher technical score will be given a higher rank. The final score will be calculated as per the calculation methodology given below:

#### **Calculation of Final Score**

$$\begin{aligned}
 \text{Commercial Scores (CS)} &= \frac{C_{\text{low}}}{C} * 25 \\
 \text{Technical Score (TS)} &= T * 0.75 \\
 \text{Final Score (S)} &= CS + TS
 \end{aligned}$$

C low – The lowest commercial bid  
C – Commercial quote of the bidder  
T – The marks obtained by the bidder as per the technical evaluation

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### Notification of Outcome

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Exim Bank shall issue a Letter of Intent to the selected Applicant as per the above evaluation process followed by negotiation. 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 firm shall sign the contract within 10 days and is expected to commence the assignment ~~soon~~ thereafter. The contract will have usual terms and conditions for execution of this type of assignment. If the selected firm based on highest combined 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. The assignments shall be completed **within 1 year from the date of the award** by Exim Bank.

**INSTRUCTIONS TO BIDDERS**

<b>1.0</b>	<b>Tender Document</b>
	The tender document will be made available at no cost on EXIM Bank's website <a href="https://www.eximbankindia.in">https://www.eximbankindia.in</a>
<b>1.0</b>	<b>Location</b>
	Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400005, and Regional Offices in pan India
<b>2.0</b>	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 8 June 2022. No request for any change in conditions shall be entertained after the pre-bid date of the tender.
<b>3.0</b>	Any printing or typographical errors /omission in the tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.
<b>4.0</b>	All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.
<b>5.0</b>	Respondents should provide details of their contact person, telephone, fax, email, and full address(s) to ensure that replies to RFP could be conveyed promptly.
<b>6.0</b>	<b>Transfer of Tender Documents</b>
	Transfer of tender documents purchased/ downloaded by one intending Bidder to another is not permitted
<b>7.0</b>	<b>Contract</b>
	<p>a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other bidder.</p> <p>b) The Supplier/ Selected Bidder shall not use any documents,</p>

	data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract
<b>8.0</b>	<b>Amendment to the bidding document</b>
	<ul style="list-style-type: none"> <li>• At any time prior to the deadline for submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.</li> <li>• The amendment will be posted on Banks website <a href="http://eximbankindia.in">eximbankindia.in</a> or Bank's e-Procurement portal</li> <li>• All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.</li> <li>• The bank at its discretion may extend the deadline for the submission of Bids.</li> <li>• The Bank shall not be liable for any communication gap. Further the Bank reserve the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.</li> </ul>
<b>9.0</b>	<b>Bid Currency</b>
	Bids in response to this RFP to be quoted in Indian Rupee (INR) only.
<b>10.0</b>	<b>Obligations of Successful Bidder</b>
	<p><b>a.</b> The successful bidder has to make sure that all the required pre-requisites are being met for the implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank.</p>
	<p><b>b.</b> The successful bidder shall deploy their own trained and experienced engineers for implementing, managing, and maintaining the system.</p>
	<p><b>c.</b> Whenever any new threats/vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the Bank immediately and help/guide the Bank in plugging the same. Once the call has been attended, successful bidder</p>



	<p>engineers shall put their maximum efforts and deploy their best resources to resolve all calls at the earliest possible time frame at all locations and ensure appropriate uptime.</p> <p><b>d.</b> The bidder/successful bidder to ensure that during the implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank, the critical services hosted at EXIM BANK shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components</p>
<b>11.0</b>	<p>All the software pre-requisites required for providing the intended implementation &amp; services will be covered by a comprehensive warranty of 5 years from the date of installation. This includes software/IOS updates as applicable. The same shall be borne &amp; managed by Bidder only.</p> <p>All the Software Components will be covered by a Subscription of 5 year from the date of installation, as applicable.</p> <p>In case the equipment is to be imported, the vendor is required to do and complete all such processes without involving EXIM BANK in any manner at any stage. It will be the responsibility of the vendor to abide by all statutory requirements like payment of all taxes, duties etc., without any reference to the Bank. The Bank accepts no responsibility or liability in this regard.</p>
<b>12.0</b>	<b>Signing of the contract</b>
	<p><b>a.</b> The successful Bidder may be required to execute a non-disclosure agreement (NDA) and Service Level Agreement (SLA) 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.</p>
	<p><b>b.</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.</p>
<b>13.0</b>	<b>Performance Guarantee</b>

	<ul style="list-style-type: none"> <li>The selected Bidder will be required to provide a 10% value of the total cost of the project as a Performance Guarantee, in the form of a bank guarantee from a scheduled commercial bank. The performance guarantee should be valid till at least three months beyond the expiry of the contract period of 5 years.</li> </ul>
<b>14.0</b>	<b>Implementation schedule</b>
	<ul style="list-style-type: none"> <li>Bidder to submit the detailed implementation plan in GANTT chart format with a clear indication of activities with timelines.</li> <li>Billing cycle will commence after successful completion of acceptance. The date of sign-off shall be treated as the start date of the billing cycle and renewal thereafter.</li> <li>An acceptance to this effect i.e., Sign off by the Bank will mark the completion of this project.</li> </ul>
<b>15.0</b>	<b>Period of Validity of Bids</b>
	<ul style="list-style-type: none"> <li>Prices and other terms offered by Bidders must be valid for an acceptance period of six months from the date of submission.</li> <li>In exceptional circumstances the Bank may solicit the Bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing.</li> </ul>
<b>16.0</b>	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.
<b>17.0</b>	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.
<b>18.0</b>	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 the contract if service is not satisfactory to the Bank.
<b>19.0</b>	<b>Notices to local bodies</b>
	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.
<b>20.0</b>	<b>Site Visit</b>
	The intending tenderer shall visit the site and make himself thoroughly acquainted with the site, requirements, facilities, etc. The successful bidder will not be entitled to any claim of compensation for difficulties faced/losses incurred on account of site conditions that existed before/after commencement of work.
	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk. Bidder, at its will, may send the concerned officials (not more than 2) for a site visit during office working hours before the last date of submission of the tender bid.
<b>21.0</b>	<b>Revelation of Prices</b>
	The prices in any form or for any reason should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.
<b>22.0</b>	<b>Local conditions</b>
	The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and/or the cost.
<b>23.0</b>	<b>Contacting the Bank</b>
	Bidder shall not contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in rejection of the Bid.
<b>24.0</b>	<b>Manuals and Drawings</b>
	The bidder shall provide complete technical and other documentation/s for the equipment supplied along with the diagram(s) of the proposed solution. All the manuals shall be in English, and the drawings should

	be clearly indicative of equipment supplied & the solution proposed, as the case may be.
<b>25.0</b>	<b>Timely availability of Support Services</b>
	The bidder should have a proper and adequate support mechanism in place to provide all necessary support under this project. Bidder will provide an escalation matrix to enable Bank to avail support services during the period of contract. Bidder will actively inform the Bank if there is change with regards to support contact numbers/personnel etc.
<b>26.0</b>	<b>Payment Terms</b>
	<ol style="list-style-type: none"> <li>1. Software/Licenses: 100% license/software cost shall be paid after the delivery of software and License as per scope.</li> <li>2. Installation/Implementation Charges: Shall be paid Post implementation of the solution completely and after submission of Project sign off the document.</li> </ol>

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/2022-23/09**) - "Supply, Installation, Testing, Commissioning and Maintenance of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank at Bank's Mumbai and Bengaluru Location"

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 for any corrigendum etc.

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

Date:

Organization Name:

Designation:

**LETTER OR PROPOSAL**

Date: *[insert day, month, and year]*

To: ***Export-Import Bank of India***

We, the undersigned, apply for the Supply, Installation, Testing, Commissioning and Maintenance of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank as per the RFP document dated \_\_\_\_\_ and declare that:

- (a) We have examined and have no reservations to the RFP document. We have no conflict of interest for undertaking the proposed assignment.
- (b) We meet the eligibility requirements as stated in the RFP document. We confirm that we have the requisite in-house expertise to carry out the proposed assignment.
- (c) We confirm that we have not defaulted in any loan to any Bank/FI and our account has not been classified as Non-Performing Asset (NPA) with any Bank/FI. We further confirm that none of our companies/promoters/directors/partners in India appear in ECGC Specific Approval List, RBI Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed) and CIBIL Defaulter List, updated from time to time. On being included in any of the above lists, we shall immediately inform Exim Bank on the inclusion and reason for inclusion thereof;
- (d) We confirm that our firm has not been banned/ debarred/ blacklisted or declared ineligible for corrupt and fraudulent practices by the Govt. Of India, State Govts/ RBI/ ICAI and Multilateral agencies such as the World Bank, Asian Development Bank, African Development Bank. We also note to inform the Bank immediately if the above actions are taken against our firm during the entire bidding process.
- (e) We understand that you may cancel the selection process at any time and that you are not bound to accept any Application that you may receive without incurring any liability to the Applicants.
- (f) All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief. We understand that misrepresentation of facts in our Application and contravention to any of the terms and conditions of RFP may lead to rejection of our Application.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]* Name  
*[insert full name of person(s) signing the Application]*

In the capacity of *[insert capacity of person(s) signing the Application]*

Address *[insert street number/ town or city/ country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

*Board Resolution for the authorized signatory signing the documents/ bids*



## **ANNEXURE IV**

### **UNDERTAKING FROM THE BIDDER**

(To be submitted on Contractor's own Letterhead)

**To,**

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

**Dear Sir, Ref:** "Implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim "

**Ref. No: EXIM/RFP/2022-23/09**

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,

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. In India, the 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 any transactions in violation of any statutory provisions.
5. My company shall strictly follow and comply with the Export-Import Bank of India's policies, procedures, and security measures during the contract period.
6. My company will produce all documents for the verification process as per Exim Bank's requirements and various audit compliance.

**Date:**

**Place:**

**Authorised Signatory Name:**

**Designation:**

**Company Seal**

**DECLARATION FOR ACCEPTANCE OF RFP TERMS AND  
CONDITIONS**

(Bidder's Letter Head)

To,  
Mr. Deepak Bhatia  
Deputy General Manager  
Export Import Bank of India  
Floor 21, Center 1 Building  
World Trade Center, Cuffe Parade  
Mumbai - 400005

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of a vendor for Request for Proposal for "Supply, Installation, Testing, Commissioning and Maintenance of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank at Bank's Mumbai and Bengaluru Location"- RFP No. **EXIM/RFP/2022-23/09** dated --.--.2022. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## ANNEXURE VII

### DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK

(Bidder's Letter Head)

To

Mr. Deepak Bhatia

Deputy General Manager

Export-Import Bank of India

Floor 21, Center 1 Building

World Trade Center, Cuffe Parade

Mumbai - 400005

Dear Sir,

I have carefully gone through the "Scope of Work" contained in the RFP document for selection of vendor for Request for Proposal for "Supply, Installation, Testing, Commissioning and Maintenance of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank at Bank's Mumbai and Bengaluru Location" - RFP No. **EXIM/RFP/2022-23/09** dated --.--.2022. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## **ANNEXURE VIII**

### **CERTIFICATE – MALICIOUS CODE**

1. This is to certify that the Hardware and the Software being offered, as part of the contract ("Supply, Installation, Testing, Commissioning and Maintenance of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank at Bank's Mumbai and Bengaluru Location"), does not contain Embedded Malicious code that would activate procedures to:

- a. Inhibit the desires and designed function of the equipment
- b. Cause physical damage to the user or equipment during the exploitation
- c. Tap information resident or transient in the equipment or network

2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information, or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software

Date the ..... day of ..... 20...

Authorized Signatory

\_\_\_\_\_

Name & Address of Bidder

\_\_\_\_\_

Seal of the Firm or Company

## ANNEXURE IX

### DECLARATION FOR CLEAN TRACK RECORD

#### (Bidder's Letter Head)

To

Mr. Deepak Bhatia

Deputy General Manager

Export-Import Bank of India

Floor 21, Center 1 Building

World Trade Center, Cuffe Parade

Mumbai – 400005

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Request for Proposal for “Supply, Installation, Testing, Commissioning and Maintenance of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank at Bank’s Mumbai and Bengaluru Location”- RFP No. **EXIM/RFP/2022-23/09** dated --.---.2022. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**ANNEXURE X**

**CLIENT REFERENCE**

(Bidder's Letter Head)

RFP No. **EXIM/RFP/2022-23/09** dated --.--.2022

Sr.No	Particulars	Details
1	Name of the Organization	
2	Contact Person Name and Designation	
3	Phone Number of the Contact person	
4	Email Address of the Contact person	

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

**COMMERCIAL PROPOSAL**

Sr. No	Description	Total Amount (₹)*
a.	The required software (All the Software except OS and DB) License/subscription cost for the first year.	
b.	The required software (All the Software except OS and DB) ATS (in case of perpetual License)/subscription cost for the second year.	
c.	The required software (All the Software except OS and DB) ATS (in case of perpetual License)/subscription cost for the third year.	
d.	The required software (All the Software except OS and DB) ATS (in case of perpetual License)/subscription cost for the fourth year.	
e.	The required software (All the Software except OS and DB) ATS (in case of perpetual License)/subscription cost for the fifth year.	
f.	Implementation cost of application as per Scope of work which includes, installation, training, UAT, DR setup etc.,	
g.	Post go-live 1-year onsite L2 support.	
h.	Hosting charges for 5 years if any.	
i.	*Per man-month rate (This man-month rate will be utilized for arriving at Cost of change Request. For the calculation of cost towards the broken period, a man-month will consist of 22 man-days). Kindly provide the cost for the five man-months considering one man-month per year.	

**Special Note: \*Quoted price should be exclusive of all taxes and duties.**

**\* For price evaluation purposes, the Bank will consider 1 man-month charges per year.**



**MANUFACTURER' AUTHORIZATION FORM**

To,

Mr. Deepak Bhatia

Deputy General Manager

Export- Import Bank of India, 21st Floor, Centre One,

World Trade Centre,

Cuffe Parade, Mumbai 400 005

Dear Sir,

Sub: RFP No EXIM/RFP/2022-23/09 Dated ..... for "Implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank "

We ..... who are established and reputable manufacturers of .....having factories at .....

and..... do hereby authorize M/s .....[**Name and address of vendor**] to submit a bid and sign the contract with you for the goods manufactured by us against the above RFP No..... dated ..... We hereby extend our full guarantee and warranty as per the clauses of contract based on the terms and conditions of the RFP for the goods and services offered for supply by the above firm against this RFP.

Yours faithfully

[ ]

Name of the manufacturer:

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid. *Manufacturer may use his own format however no relevant details, as detailed above, be missed in the MAF.*

## **Annexure XIII**

### **ELIGIBILITY CRITERIA OF THE BIDDER**

The following format has to be filled by the Bidder and has to be submitted along with the technical bid and relevant documentary proof.

<b>Sr. No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>SUPPORTING DOCUMENTS TO BE</b>	<b>COMPLIANCE (YES/NO)</b>
1	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.	Manufacturers Authorization Form to be submitted in case of Authorized Dealers/vendors/suppliers.	
2	The Bidder should be a Public Sector Unit/ Partnership Firm/ Private Limited Company/ Limited Liability Partnership Firm/ MNC/ Public Limited Company registered or incorporated in India. It should be registered with the GST authority. The bidder should have been in existence for last 5 years as on the RFP issuance	Certificate of Incorporation/ Documents supporting constitution of the bidder. Copy of Registration Certificate with the GSTN	

3	The Bidder should have made a Net Profit (after all taxes etc.) in each of the last three financial years i.e. FY 2019-20, FY 2020-21, and FY 2021-22.	Copies of Annual Reports in case of listed companies and copies of audited balance sheets and P&L statements in case of others.	
4	The bidder should have undertaken at least 2 projects for the implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank in the last 5 years in India i.e. FY 2017-18 to FY 2021-22. Out of the two projects one should have been implemented in PSU.	Completion certificate from the client, along with a copy of the contract. In the absence of completion certificate, self-declaration on its letter head, a copy of the contract/detailed work order and contact details of key officials at client's end who may be contacted for confirmation of credentials.	

5	The bidder must have earned fee income of INR 10 crore (Rupees Ten crore) from implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank in each of the last 3 FYs (FY 2019-20, FY 2020-21, FY 2021-22) as per audited financial statement. Fee from services other than implementation of Risk Management system viz consultancy, audit, tax etc. would not be included.	Audited financial statements for last 3 FYs. In case the bidder provides non-consultancy services also, the fee from consultancy services only will be considered; relevant certificate from Statutory/ Tax Auditors will be required.	
6	The firm should not have been banned/blacklisted/barred/ disqualified/ prohibited by Govt. of India/State Govts. The firm should not have defaulted to Banks/FIs in India in payment of dues.	Declaration & Undertaking by the firm on its letter head. The bidder is also required to sign an Integrity pact as per <b><u>Annexure XVII.</u></b>	
7	The bidder should have a valid GST and PAN number.	Government-issued documents to be submitted.	

8	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.	The Letter of Proposal to be submitted as mentioned in <b>Annexure III</b> .	
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Note:

1. Bidder response should be complete; Yes/No answer is not acceptable.
2. Documentary proof, sealed and signed by authorized signatory, must be submitted
3. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

## **Annexure XIV**

### **STATEMENT OF NIL DEVIATIONS**

(To be submitted in the Bidder's letterhead)

To,  
Mr. Deepak Bhatia,  
Deputy 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/2022-23/09

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)

**LETTER OF COMPETENCE FORMAT**

[To be executed on a non-judicial stamp paper]

Letter of Competence for Quoting against EXIM BANK's

RFP No. EXIM/RFP/2022-23/09

"Implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank "

This is to certify that we [Insert the name of Bidder], Address... are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate to implement the connectivity expeditiously and correctly and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

Authorised Signatory of the Bidder

Date :

## **Annexure XVI**

### **NON - DISCLOSURE AGREEMENT**

[100 Rs non judicial stamp paper]

**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:

**PRE-CONTRACT INTEGRITY PACT**

[500 Rs non judicial stamp paper]

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, underlaid down Organizational procedures, contract/s for “Implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank “. 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 an undisclosed agreement or understanding, whether formal or informal. This applies to price 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 offense 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 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 a third person to commit offenses outlined above or be an accessory to such offenses.

### **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 an incorrect statement on this subject, he can be disqualified from the tender process.

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

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

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

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

### **Section 8 - Independent External Monitor**

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

<p>Mrs. Anita Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon – 122002 Email – IEM@eximbankindia.in</p>	<p>Mrs. Rajni Sekhri Sibal IAS (Retd.) House No – G-9, Second Floor, Maharani Bagh, New Delhi – 110065 Email – IEM@eximbankindia.in</p>
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The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), EXIM BANK.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising 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 offense 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 offense 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. The 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 with their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
 (For & On behalf of the Principal)  
 (Office Seal)

\_\_\_\_\_  
 (For & On behalf of Bidder/Contractor)  
 (Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **Annexure XVIII**

### **FORMAT FOR PAST RELEVANT EXPERIENCE**

The Applicant 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	
Duration of the assignment (in months) as per agreement.	
- Start Date	
-End Date	
No. of Professional Staff deployed for the Assignment	
Contact details of senior executive of the client (Name, contact number, email id etc.)	

Cancellation/withdrawal of contract, if any.

Name of the Client	
Brief description of the Assignment/ Terms of Reference	
Duration of the assignment (in months) as per agreement.	
Start Date	
Cancellation / Withdrawal Date	
Reasons for cancellation/withdrawal	

## **ANNEXURE-XIX**

### **PROFILE, COMPOSITION AND EXPERIENCE OF TEAM MEMBERS**

#### **I. TEAM PROFILE**

For the full duration of the assignment, the project leadership and the project team should be detailed in the format given below.

PROFILE OF PROPOSED TEAM LEADER AND SENIOR MEMBERS	
NAME	
DESIGNATION	
QUALIFICATIONS	
NATIONALITY	
YEARS IN THE FIRM AND TOTAL WORK EXPERIENCE	
PREVIOUS WORK EXPERIENCE AND DURATION	
AREAS OF EXPERTISE RELEVANT TO RFP	
ROLE IN THE PROPOSED ASSIGNMENT	
LEVEL OF ENGAGEMENT IN THE PROPOSED ASSIGNMENT	

#### **ii. Proposed list of dedicated personnel**

Sl No	Name	Age	Qualification	Experience Relevant to RFP	Proposed Role in the Team
	Senior				

	Management				
1					
2					
	Middle Management				
1					
2					
	Junior Management				
1					
2					

**FINANCIAL BID SUBMISSION FORM**

[Location, Date]

To: Export-Import Bank of India, Mumbai

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated\_\_and our Technical Proposal. We are hereby submitting our Financial Proposal, in a separate file.

Our Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the bid of 90 days.

Commercial Proposal includes the substance of our Financial bid, and **is inclusive of all expenses/monies payable except the applicable GST and other taxes, if any.**

We understand you are not bound to accept any bid you receive. Yours sincerely,

\_\_\_\_\_  
[Authorized signature(s)] Name and Title of Signatory Name of Firm

Address

**Attachments:**

- I. Commercial Proposal (ANNEXURE XI)

**PRE-BID QUERY FORMAT**

**Bidder's request for Clarification - to be submitted a minimum of two days before the pre-bid meeting.**

If, the bidder, desiring to respond to the RFP for "Implementation of Risk Management System including Capital Assessment as per Basel III guidelines applicable to Exim Bank ", require any clarifications on the points mentioned in the RFP may communicate with EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online. Online Meeting details will be shared with interested bidders whose pre-bid queries received 2 days before the pre-bid meeting) will be formally responded to any 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, the Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting.

Bidder's Request For Clarification		
To be emailed to:	<a href="mailto:surya.v@eximbankindia.in">surya.v@eximbankindia.in</a> <a href="mailto:guru.b@eximbankindia.in">guru.b@eximbankindia.in</a> <a href="mailto:deepakbhatia@eximbankindia.in">deepakbhatia@eximbankindia.in</a>	
Name of Organisation submitting request	Name & position of person submitting request	Contact Details
		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.