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## **E-TENDER**

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**FOR SUPPORT OF THE CCIL, SFMS (RTGS and NEFT), E-Kuber  
and IBM MQ APPLICATIONS**

**E-Tender Reference No: EXIM/RFP/2022-23/08**



**JUNE 03, 2022**

**EXPORT-IMPORT BANK OF INDIA**

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

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## **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 flavors 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, and various other regulatory compliances.

## **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 “Support of the CCIL, SFMS (NEFT and RTGS), E-Kuber and IBM MQ applications”.

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  
A- 801 – Wall Street - II,  
Opposite Orient Club,  
Nr. Gujarat College, Ellis Bridge,  
Ahmedabad – 380 006.  
Gujarat State, India  
Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/  
6837/ 6895  
Primary Contact Numbers: 9081000427/ 09904406300  
E-mail ID: [nandan.v@eptl.in](mailto:nandan.v@eptl.in) , [fahad@eptl.in](mailto:fahad@eptl.in) , [devendra.r@eptl.in](mailto:devendra.r@eptl.in)  
[nikhil@eptl.in](mailto: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	Support of the CCIL, SFMS (NEFT and RTGS), E-Kuber and IBM MQ applications.
Tender Reference No.	<b>EXIM/RFP/2022-23/08</b>
Last date for acceptance of IP Agreement	17 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	03 June 2022, 5 PM IST
Document Downloading Start Date	03 June 2022, 5 PM IST
Pre-Bid Meeting Date	14 June 2022, 3 PM IST <a href="https://eximbankindia.webex.com/meet/guru.b">https://eximbankindia.webex.com/meet/guru.b</a>
Document Downloading End Date	17 June 2022, 5 PM IST
Last Date and Time for Submission	17 June 2022, 5 PM IST
Opening of Tender	17 June 2022, 6 PM IST
Address for communication	Ph. 022-22172438 E-Mail: <a href="mailto:chaitanya.m@eximbankindia.in">chaitanya.m@eximbankindia.in</a> <a href="mailto:guru.b@eximbankindia.in">guru.b@eximbankindia.in</a> <a href="mailto:deepak.b@eximbankindia.in">deepak.b@eximbankindia.in</a>
Place of Receipt of E-Tender	<a href="https://eximbankindiatenders.procuretiger.com">https://eximbankindiatenders.procuretiger.com</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

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](mailto:nandan.v@eptl.in) , [fahad@eptl.in](mailto:fahad@eptl.in) , [devendra.r@eptl.in](mailto:devendra.r@eptl.in),  
[nikhil@eptl.in](mailto: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		
1. Registration No. and Date of Registration		
8. Status of the firm (Proprietor/Partnership/Co.)		
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 enroll themselves on the website:  
<https://eximbankindiatenders.procuretiger.com/> Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e tender.
4. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Please Make sure all format asked as per Sr No 4 and 5 of tender document are properly uploaded online Website for E-Procurement  
<https://eximbankindiatenders.procuretiger.com/>
7. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the 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 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 or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the

award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings. (Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

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 favor 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 utilized 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:

- a. "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
  - b. "Fraudulent Practice" means a misrepresentation of facts 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 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 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 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 **Support of the CCIL, SFMS (RTGS and NEFT), E-Kuber and IBM MQ applications** for the Export-Import Bank of India. 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 <https://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. 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.
  11. The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. Formation of consortium, joint venture, or association of consultants or sub-contracting of services in whole or part with other firms shall not be permitted. In case the bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.
  12. 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 way 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.

13. 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.
14. 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.
15. 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.

## **SCOPE OF WORK**

To provide support to the CCIL, SFMS (RTGS and NEFT), E-Kuber and IBM MQ applications, the Exim Bank intends to go for end-to-end outsourcing of these applications management for a period of 5 years on TCO basis with the following objectives and envisaged outcomes that the bidder must ensure throughout the contract period. Establish effective and efficient support & management practices to ensure reliability, availability, quality of services and security of the system.

Help the bank to focus on the core business activities, service delivery to its customers & administration. Exploit maximum benefit for the bank by utilizing the investment for better services to the customer. Incorporate/adhere the security and Interoperability guidelines issued by the bank during the contract. Ensure compliance to the audits and the observations of regulatory bodies.

Ensure innovative use of available technology to effectively improve 'Return on Investment' on continuous basis by improving response time and productivity for the business of the bank.

The detailed scope of work defined in this RFP document as:

- a. End to end support for CCIL, SFMS (RTGS and NEFT), E-Kuber and IBM MQ Applications to the Bank.
- b. Upgradation to above applications as and when required.
- c. Installation, Reinstallation and Configuration of system and application software with domain controller and additional domain controller.
- d. Installation, Reinstallation & Configuration of system and application software on client machines as per requirement.
- e. Fine tuning the performance of the database on the new servers.
- f. Health check/assessment of Application and Database at quarterly intervals.
- g. Installation, Reinstallation, Configuration & Support for applicable versions of IBM Web sphere MQ series on the infrastructure of the Bank.

- h. Support for creation, deletion, modification and monitoring of Queues, Queue Managers and Channels in IBM MQ application or any such application that connects applications with INFINET, Bank's network and CBS.
- i. Vendor is expected to provide required support resource with adequate expertise in Oracle and IBM MQ to ensure satisfactory support for above applications.
- j. Support for DR drills conducted by application providers and the Bank.
- k. Installation of latest Service Packs and/or OS Patches /Oracle updated/IBM web sphere updates.
- l. Installation of patches relating to CCIL, SFMS (RTGS and NEFT), E-Kuber and IBM MQ applications on the UAT, Production, near DR and far DR servers.
- m. Any drivers/driver software required for smooth commissioning should be installed.
- n. Support and up-gradation, if required for the interface between SFMS to Bank's CBS.
- o. The bidder must give support for all upgrades of all the software like OS/database/IBM Web Sphere/Firewall whenever required. The bank can seek any bug fix, customization of software at no extra cost during the AMC period. Any system enhancement/upgradation requirement due to RBI/Government guidelines or for meeting any statutory/legal requirement may also be provided/done during the AMC period at no extra cost to the Bank.
- p. Support in closing the IS-Audit related observations.
- q. Support for E-tokens, user creation, Daily Backup, Backup restoration.
- r. Installation and Reinstallation and support for Class 2 and Class 3 user and server certificates.
- s. Backup resource need to be made available in case of absence of regular resource.



## **PROCESS OF SELECTION**

The process of selection would include the following:

- a. Issuance of RFP.
- b. Clarification / Pre-Bid Meeting.
- c. Submission of Bids.
- d. Opening of Eligibility & Technical Bids.
- e. Discussion / Presentations of the bidders meeting eligibility criteria with selection committee – Assign Technical Score.
- f. Opening of financial bids of the bidders that are technically qualified (Technically qualified bidders will be ones that have scored above the predefined threshold decided by the Bank) - Assign Financial Score.
- g. Award of contract, based on the combined score of the bidder.

## **ELIGIBILITY CRITERIA**

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>SUPPORTING DOCUMENTS TO BE SUBMITTED</b>
1	The Bidder should be a Company/firm registered in India.	Certificate of registration or any other supporting document.
2	The respondent should be in business of providing application support for at least eight years as on the date of this tender. Order copies to be submitted as documentary proof.	Copy of Work order / agreement along with completion certificate for completed projects.
3	The Bidder must have experience in providing application support to at least 3 BFSI/PSUs/public listed companies in India during last five years, with order values not less than 50 Lakhs. Details of customers and copy of work order to be provided.	Details of customers and copy of work order to be provided.
4	The bidder should have a head office and support center in Mumbai.	Valid Proof of address for having office in Mumbai.
5	Should have a minimum of 25 manpower resources with 2 or more years' experience in application support services and these resources should be in the payroll of bidder	Self-declaration to this effect on bidder's letter head signed by bidder's authorized signatory.
6	The bidder should not be involved in any litigation which threatens solvency of company	Certificate is to be provided by the Chartered Accountant/ Statutory Auditor.
7	Integrity Pact Agreement (IPA) to be executed.	Download the IPA (attached in the E-tender) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original
8	Escalation Matrix	Bidders must provide the escalation matrix for call logging on their letterhead

9	The Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexure	Upload seal and signed copy of Annexures
10	Customer satisfaction certificate	Customer satisfaction certificate as per Annexure.

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.

## **SUBMISSION OF BIDS**

### **1. Submission of Technical Bid**

The Technical Bid should be complete in all respects and contain all information as per scope of work given in the RFP. 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.

The format of 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 2019, which are relevant to RFP (**As per Annexure VI**).
- 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 VI**)
- e. Comments & suggestions on TOR.
- f. Signed copy of Non-Disclosure Agreement (**As per Annexure-IX**)

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.

### **2. Submission of Financial Bid**

The Financial Bid will contain the financial quote covering total price/fees/cost of undertaking the assignment inclusive of all out-of-pocket expenses of the bidders. GST / any other applicable taxes are to be excluded. Consultants / 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 Financial Bid is given in **Annexure VII**.

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

- a. The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- b. Financial Bid which is conditional will be rejected.
- c. 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.
- d. The Bank is not responsible for the arithmetical accuracy of the bid. The consultants / bidders will have to ensure all calculations are accurate.
- e. Any overwriting, erasure, etc. must be initialed by the authorized person.
- f. 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.
- g. 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.

### **3. Rules for submission**

- a. 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.
- b. 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.
- c. 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.

- d. 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:
  1. Bids submitted by the holding company and its subsidiary.
  2. Bids submitted by one or more companies having common director(s).
  3. Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
  4. Bids submitted by one or more companies in the same group of promoters/ management.
  5. Any other bid in the sole discretion of the Bank is in the nature of multiple bids.
- e. The Financial Proposal shall be submitted as per the format attached **Annexure VII**. The Consultant's 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**

### **1. Opening of Bids**

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 must 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.

### **2. Preliminary Scrutiny**

The Bank will scrutinize 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.

### **3. Technical Evaluation**

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 III**) 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 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	Max Points
1.	Total experience in onsite support services for RBI (SFMS/RTGS/FRS/E-Kuber etc.), CCIL (TREPS/NDSOM/CROMS/FX-CLEAR etc.) and IBM MQ in BFSI with similar nature and size of work (in Years)  Documentary Evidence required: Copy of Work order / agreement along with completion certificate for completed projects.	Max. Marks 25
	> 3 years	25
	> 1 year and < 3 years	15
	< 1 year	10
2.	No. of work orders for CCIL and RBI Applications support in last 3 years Documentary Evidence required: Copy of Work order/agreement clearly indicating the Order Value along with completion certificate for completed projects.	Max. Marks 20
	More than 5 orders	20
	> 3 orders and < 5 orders	10
	less than 3 orders	5
3.	Total Number of engineers with experience in handling/managing CCIL/RBI applications support Documentary Evidence required: List of all employees along with qualification and experience meeting the above criteria to be furnished and signed by Authorized	Max. Marks 20



	Signatory.	
	> 25 engineers	20
	>10 and < 25 engineers	10
	< 10 engineers	5
4.	Technical & Qualified Manpower - The Bidder must have at least 5 technically qualified engineers holding IBM MQ Certification in the organization's payroll. No. of engineers with above qualification(s).  Documentary Evidence required: List of all employees along with qualification and experience meeting the above criteria to be furnished and signed by Authorized Signatory.	Max. Marks 10
	More than 5 technically qualified engineers	10
	>3 and <5 technically qualified engineers	5
	<3 technically qualified engineers	0
5.	Customer Feedback - The Bidder must have at least 5 positive customer feedbacks (including minimum of 1 PSU Bank)	Max. Marks 10
	More than 5 positive customer feedbacks (including minimum of 1 PSU Bank)	10
	>3 and <5 positive customer feedbacks	5
	<3 positive customer feedbacks	0
<b>Technical Score (Excluding presentation)</b>		<b>85</b>
Part II		
	Presentation: Presentation should cover services proposed by the Bidder in achieving Bank's objectives, approach and methodology adopted for management of RBI and CCIL applications	Max Marks 15
<b>Total Technical Score</b>		<b>100</b>
Note: <ul style="list-style-type: none"> <li>Bidders must provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected. Bidders will submit index page of the supporting documents while submitting response.</li> </ul>		

- Bidders will be provided at least 2 days prior notice for making of the presentation.
- The minimum qualification score for the Technical Bid would be 60 (cut-off marks) out of Total 100 marks (Including marks for presentation).

#### **4. Opening of Financial Bids and Calculation of Combined Score**

Financial proposals of only those applicants 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 Applicants and/or their representatives who choose to attend. The marks scored in the technical bid which essentially rates the bidder on technical criteria will be given weightage of 80%. The financial bids will be given weightage of 20%. The combined score of technical and financial will determine the ranking of the firms, who are technically qualified. In case of a tie in the combined score between bidders, the bidder with higher technical score will be given a higher rank. The Bank will invite the top ranked consultant for negotiation based on the ranking derived from the combined score as per the calculation methodology given below:

##### **Calculation of Combined Score**

$$\text{Combined Score} = 80 * (\text{ETS})/(\text{HTS}) + 20 * (\text{LR} / \text{R})$$

HTS = Highest evaluated technical score among the qualified bidders

ETS = Evaluated technical score of bidders

LR= Lowest rate quoted among the qualified bidders

R = Rate quoted by the bidder

#### **5. Notification of Outcome**

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 contract due to whatsoever reasons, the Bank will invite the next ranked consultant for negotiations and award of the contract

**Instructions to Bidders**

1. **Location:** Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005, and Regional Offices in pan India.
2. Bidders must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. The bidders may seek email clarification before Prebid date. No request of any change in conditions for want of information on any point shall be entertained after receipt of the tenders.
3. Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.
4. **Transfer of Tender Documents:** Transfer of tender documents purchased by one intending Bidder to another is not permitted.
5. **Payments:** The payment will be made on monthly basis after receiving the original invoice.

Note: No advance amount will be paid under this contract.

6. **Signing of the contract:**
  - a. **Pre-Contract Integrity Pact [Integrity Pact Agreement (IPA)]** to be executed on Rs.500 stamp paper by bidder as per format at Annexure X and to be enclosed along with the bid document.
  - b. The successful Bidder shall be required to execute a **non-disclosure agreement (NDA)** with Exim Bank upon receipt of the notice of acceptance of offer, as per format at Annexure IX. In the event of failure on the part of the successful Bidder to sign the agreement in the within the stipulated period, the EXIM Bank may cancel the order.
  - c. 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 and the

Service Provider.

7. 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.
8. If so decided, EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
9. The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 15 days' notice period for termination of contract if service is not satisfactory to the Bank.

**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/2022-23/08– Support of the CCIL, SFMS (NEFT and RTGS), E-Kuber and IBM MQ applications.**)

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

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

Signature of the Authorized Signatory

*[Authorized Signatory Name and Designation]*

Name and Address of the Firm:

Company Seal:

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

Location:

**Letter of Proposal**

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

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

We, the undersigned, apply for tender regarding Support of CCIL, SFMS (NEFT and RTGS), E-Kuber and IBM MQ applications as per the RFP document dated 03/06/2022 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 Willful 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.
- (d) 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.
- (e) 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**



**UNDERTAKING FROM THE BIDDER**

Date: [day, month, and year]

Location:

To,

Mr. Deepak Bhatia,

Deputy General Manager,

Export Import Bank of India,

21<sup>st</sup> Floor, Centre One Building, World Trade Centre,

Cuffe Parade, Mumbai, 400 005.

Dear sir,

**Ref. No: EXIM/RFP/2022-23/08 – Support of the CCIL, SFMS (NEFT and RTGS), E-Kuber and IBM MQ applications**

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 work, Bank reserves the right to terminate my contract.

Yours truly,

Signature of the Authorized Signatory

Name and Address of the Firm:

Company 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;

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

Only Bidders/SP that fulfil all the eligibility criteria, as mentioned above, are eligible to participate in this Bid. The Bidders/Service Provider should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Exim Bank's discretion on 'Eligibility Criteria' is final.

Note to Vendors/ Bidders:

**All the support documents need to be submitted duly indexed / numbered sequentially in the above order with respective eligibility criteria.** The Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the bid(s), if required.

Signature of the Authorized Signatory

*[Authorized Signatory Name and Designation]*

Name and Address of the Firm:

**Company Seal:**

**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.)	
Feedback from the client	
Signature of the client	

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	

**FINANCIAL BID SUBMISSION FORM**

[Location, Date]

To:

Deepak Bhatia,

Deputy General Manager,

Export-Import Bank of India, Mumbai

Dear Sir:

We, the undersigned, offer to provide the support services for [Title of support 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 Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the bid of 90 days.

Form A 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. Form A – Financial Proposal

**FINANCIAL PROPOSAL**

Provide the Financial Bid as per the following format:

<b>Item</b>	<b>Amount in INR (Excluding GST)</b>	<b>Amount in Words (Excluding GST)</b>
Total Support Fees	XXXX	XXXX

**Terms and Conditions**

- In case there is mismatch between the words and figures, the amount mentioned in words will be considered.
- Any financial proposal which is conditional and/ or qualified or subject to suggestions will be summarily rejected.
- This is a fixed price contract. All prices should be quoted in INR only. Total cost will be exclusive of GST and other applicable taxes, if any. However, GST and other applicable taxes will be paid as per actuals

## Annexure VIII

### **BIDDER'S REQUEST FOR CLARIFICATION - to be submitted minimum of two days before pre-bid meeting.**

If, bidder, desiring to respond to E-Tender for “Support of the CCIL, SFMS (NEFT and RTGS), E-Kuber and IBM MQ applications at EXIM Bank”, require any clarifications on the points mentioned in the Tender 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 pre bid meeting) will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required.

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

To be emailed to:	<a href="mailto:chaitanya.m@eximbankindia.in">chaitanya.m@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 Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of Contact
Email:		
Tel/Mobile:		
Page Number	Point Number	Query description

Name and signature of authorized 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.

**NON-DISCLOSURE AGREEMENT**

*(To be stamped in accordance with Stamp Act- Rs. 500/-)*

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, (a \_\_\_\_\_ Incorporated under the \_\_\_\_\_) having its office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” or the “Receiving Party”, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

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

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

WHEREAS

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



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

1. Confidential information: For the purposes of this Agreement, “Confidential Information” means 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 endeavor 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 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

Address: Centre One Building, Floor 21, World Trade Centre Complex,  
Cuffe Parade, Mumbai 400 005

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 Export-Import Bank of India

By \_\_\_\_\_

Name:

Name:

Title:

Title:

**PRE-CONTRACT INTEGRITY PACT**

**(Request for Proposal No: \_\_\_\_\_ dated \_\_\_\_\_ )**

*(To be stamped in accordance with Stamp Act- Rs. 500/-)*

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place on \_\_\_\_ day of the month of \_\_\_\_\_, between Export-Import Bank of India, having its Head Office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called EXIM BANK) which expression shall mean and include, unless the context otherwise requires, its successors and assigns of the First Part and

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Authorized Signatory (hereinafter called the BIDDER”) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS EXIM BANK proposes to issue a “Request for Support of the CCIL, SFMS (NEFT and RTGS), E-Kuber and IBM MQ applications at EXIM Bank” and the BIDDER is willing to offer the services and

WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and EXIM BANK is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealing prior to, during and after the currency of the contract to be entered into with a view to: -

Enabling EXIM BANK to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and EXIM BANK will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows:

**Commitments of EXIM BANK**

- 1.1. EXIM BANK undertakes that no official of EXIM BANK, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. EXIM BANK will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any BIDDER which could afford an advantage to that BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of EXIM BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to EXIM BANK with full and verifiable facts and the same is prima facie found to be correct by the EXIM BANK, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by EXIM BANK and such person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by EXIM BANK the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contact stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of EXIM BANK, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of EXIM BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
  - 3.3. The BIDDER at any stage of the bid or the contract shall not make any payments to officials of EXIM BANK or their family members, in connection with the contract.
  - 3.4. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness, and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.5. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
  - 3.6. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by EXIM BANK as part of the business relationship, regarding plans, technical



proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.7. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of EXIM BANK or alternatively, if any relative of the officer of EXIM BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.10. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of EXIM BANK.

4. **Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Sanctions for Violations**

- 5.1. Any breach of the aforesaid provision by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle EXIM BANK to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
  - ii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iii. To recover all sums already paid by EXIM BANK, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the Exim Bank in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - iv. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the EXIM BANK resulting from such cancellation/rescission and the EXIM BANK shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
  - v. To debar the BIDDER from participating in future bidding processes of the Exim Bank or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the EXIM BANK.
- 5.2. EXIM BANK will be entitled to take all or any of the actions mentioned at para 5.1(i) to (vi) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of EXIM BANK to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. **Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems or providing similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied or similar services provided by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to EXIM BANK, if the contract has already been concluded.

7. **Independent Monitors**

7.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given below)

Mrs. Anita Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon-122 002 Email: <a href="mailto:IEM@eximbankindia.in">IEM@eximbankindia.in</a>	Mrs. Rajni Sekhri Sibal IAS (Retd.) House No. G-9, Second Floor Maharani Bagh New Delhi-110 065 Email: <a href="mailto:IEM@eximbankindia.in">IEM@eximbankindia.in</a>
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7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the EXIM BANK.

- 7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EXIM BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality
- 7.7. EXIM BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8. The Monitor will submit a written report to the designated Authority of EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by EXIM BANK/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

8. **Facilitation of Investigation**

In case of any allegation of violation of any provision of this Pact or payment of commission, EXIM BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. A person signing integrity pact shall not approach the Courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

9. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The BIDDER hereby unconditionally and irrevocably accepts the jurisdiction of courts/tribunals at Mumbai.

10. **Other Legal Actions**

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both EXIM BANK and the BIDDER, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. This pact shall be deemed as part of the contract that may be entered into pursuant to this Request for Proposal. The parties hereby sign this integrity Pact, at \_\_\_\_\_ on \_\_\_\_\_

EXIM BANK

BIDDER

Name of the Officer

Authorized Signatory

Witness

Witness

1.

1.

2.

2.

*(Note: Please Sign and stamp on all IP agreement pages)*

**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: \_\_\_\_\_

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**

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

Letter of Competence for Quoting against EXIM BANK's RFP No. \_\_\_\_\_,  
for "Support of the CCIL, SFMS (NEFT and RTGS), E-Kuber and IBM MQ  
applications"

This is to certify that we \_\_\_\_\_,  
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.

Authorized Signatory of the Bidder

Date: