

Notice- Inviting Tender

Procurement of Onboarding / Compliance Application for Export

Import (EXIM) Bank of Pakistan Limited

Tender ID: EXIM/TDRS/IT/2022/03

1. EXIM Bank of Pakistan Limited has been established by the Government of Pakistan with an objective to promote, expand and provide diversification of the Export base at Pakistan and to encourage businesses by providing financial instruments/facilities to work on Import substitution products etc.
2. EXIM Bank invites proposals at sealed envelope from bidders registered with FBR for the Sales and Income Tax & must be in an Active Taxpayer list (verifiable through ATL).
3. A Single Stage, Two Envelope procedure shall be adopted as per Rule 36 (b) of the Public Procurement Rules, 2004 ("Rules").
4. Bid Securing Declaration Form as per Rule 25 of the Rules shall be provided with the Technical Proposal.
5. Bids/proposal shall be valid for period of 120 days
6. A complete set of Bidding Documents can be downloaded by interested bidders from PPRA website (<http://www.ppra.org.pk/>).
7. Last date for submission of the proposal will be **07th June, 2022 by 11:00 AM** and will be opened on the same day at 11:30 AM in the presence of bidders and/or their authorized representatives who wish to attend in the office of undersigned.

Designation: Manager Admin & Procurement
Exim Bank of Pakistan Limited
Office 510-512, 5th Floor, Evacuee Trust Complex,
F-5/1, Islamabad, Pakistan
Email: Munib.Aslam@eximbank.gov.pk



Bidding Document

Procurement of Onboarding / Compliance Application for Export

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1. INTRODUCTION

The Government of Pakistan ("GoP") has established the EXIM Bank of Pakistan Limited ("EXIM Bank") with an objective to promote, expand and diversify the export base of the country by providing Export Credit insurance Lending facilities etc. for setting up export oriented and import substitution projects. The EXIM Bank will also provide guarantees, insurance, financing and other supporting services.

Exim Bank invites proposals in sealed envelope from capable Companies, which are registered with FBR for Sales and Income Tax purposes and are on Active Taxpayer List (ATL), for provision of Onboarding / Compliance Application for EXIM Bank of Pakistan located at 5th floor of Evacuee Trust Complex, Sector F-5/1, and Islamabad.

2. INSTRUCTIONS TO BIDDERS

ITB-1. BIDDING PROCESS:

- a. An open competitive and transparent bidding process in accordance with Public Procurement Rules, 2004 ("Rules") shall be adopted.
- b. A Single Stage, Two Envelope procedure shall be adopted as per Rule 36 (b) of Rules.
- c. The bid shall comprise of a single package containing two separate proposals comprising of both technical and financial proposals.
- d. The proposals shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL" in bold and legible letters to avoid confusion.
- e. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- f. The sealed envelope marked as "FINANCIAL PROPOSAL" shall be retained in custody of EXIM Bank of Pakistan without being opened.
- g. EXIM Bank shall evaluate the submitted technical proposals in accordance with eligibility, qualification and evaluation criteria along with scope of work / terms of reference of this document without reference to the price.
- h. After evaluation and approval of the technical proposals, the financial proposals of the technically responsive (qualified) bidder (s) will be opened at a time, date and venue announced and communicated to bidders in advance.
- i. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidder (s).
- j. The bid/proposal found to be the most advantageous bid shall be accepted.

ITB-2. GENERAL CONDITIONS:

- a. The bidder will be selected after an open, competitive and transparent bidding process in view of Rule 20 of the Rules.
- b. Proposals shall be submitted in English/Urdu language as per Rule 06 of the Rules.
- c. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- d. Each page of the Technical and Financial Proposal shall be signed by an authorized representative of the Bidder. The representative's authorization shall be confirmed by letter of authorization at an official letter head accompanying the proposal.
- e. For seeking clarification on any instruction contained in this BIDDING DOCUMENT, the bidder may send a written request before (05) days of deadline fixed for submission of proposals herein.
- f. All clarifications will be communicated to the Bidders through an e-mail (munib.aslam@eximbank.gov.pk).
- g. EXIM BANK may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
- h. The bidders shall bear all costs associated with the preparation and submission of their respective bids and EXIM BANK will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- i. Bidders are under an obligation to read and understand complete information as provided herein package/bid documents, EXIM BANK will not be responsible to entertain any claim which may arise due to misunderstanding anything on the part of the bidder to comprehend the requirements provided herein.
- j. Bids not confirming to the above guidelines, or not adhering to other requirements as stated below, may be rejected by EXIM BANK at its sole discretion.

ITB-3. SUBMISSION, OPENING AND RECEIPT OF PROPOSALS:

- a. The original proposal (Technical and Financial Proposal) shall be prepared without any overwriting.
- b. Hard Copy of Technical and Financial proposal shall be submitted in separate envelopes along with soft copy of proposals in password protected USB.
- c. Last date for submission of the technical & financial proposals shall be 07th June, 2022 by 11:00 AM and will be opened on the same day at 11:30 AM in the presence of bidders and/or their authorized representatives who wish to attend in the office of undersigned.

Manager Admin & Procurement
Exim Bank of Pakistan Limited
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ITB-4. ELIGIBILITY & QUALIFICATION CRITERIA:

Bidders must give compliance to the below mentioned clauses as these are mandatory for eligibility of the bidding process.

- a. Bidder (s) must have a minimum of three (03) years of relevant working experience at national level from the date of registration with concerned authorities for provision of similar deployments and services.
- b. The Bidder shall be a Company, Firm , or a Sole Proprietor; and shall submit Copy of following registration documents with relevant authorities.

In case of Company	1. Incorporation certificate from the Securities and Exchange Commission of Pakistan (SECP). 2. Valid NTN Number & STRN details (verifiable through FBR portal)
In case of Firm	1. Form-C issued by Registrar of Firms 2. Valid NTN Number & STRN details (verifiable through FBR portal)
In case of Sole-Proprietor	1. Valid NTN and STRN details (verifiable through FBR portal).

- c. Only Principle Company or its authorized partners can participate in this bidding process. The Bidder must have an active partnership agreement with the principle of the proposed application to provide software licenses and implementation services of the proposed application in Pakistan.
- d. The bidder (s) must be able to support EXIM at its Head Office in Islamabad.
- e. The software must be offered with required warranty, explicitly mentioned in Scope of Work (SoW) / Terms of Reference (ToRs) for each product/module offered. The Bidder has to bid for all “Goods / Services” on Turnkey Basis as mentioned in the ToRs. It shall not be allowed to bid for partial products/modules.
- f. The Bidder shall provide an undertaking on letter head that it has not been blacklisted by any Government/Semi Government institution(s) as per specimen attached as Annexure-D.
- g. Joint ventures and consortiums are not eligible for this bidding process.
- h. Bidder shall provide compliance to regulatory & cyber security requirements attached as Annexure-H
- i. Bidder must be registered with FBR for Income and Sales tax and must be on Active Taxpayers List (ATL) of FBR as on the date of bid submission and onward throughout the project tenure in compliance with Eligible Bidders criteria (Tax Compliance) Regulations, 2015. Only those bidders who are on Active Taxpayers List (ATL) of FBR shall be eligible to participate.
- j. Bid security of the Bidder shall be forfeited in case it is determined that the Bidder, directly or through an agent, participated or competed in this tender or secured the contract, by any means of corrupt, fraudulent, collusive or coercive practices.
- k. The Bidder shall quote only a single proposal; otherwise the proposal will be rejected for being non-compliant to this requirement.

1. EXIM BANK shall not entertain incomplete or partial bids.

ITB-5. EVALUATION CRITERIA:

- a. EXIM Bank will evaluate the proposals based on their compliance and responsiveness to the BIDDING DOCUMENT Eligibility & Qualification Criteria, Scope of Work / Terms of Reference and Evaluation Criteria as specified below.
- b. The bidder who does not comply with Eligibility & Qualification criteria as mentioned in ITB-4 shall not be eligible for marking and awarding score as mentioned herein.
- c. Any misrepresentation by the bidder will lead to direct disqualification.
- d. A proposal shall be rejected during technical evaluation if it does not comply with the BIDDING DOCUMENT, Eligibility & Qualification Criteria, Scope of Work / Terms of Reference or if it fails to achieve the minimum score of 70 marks out of 100 marks as indicated below:

Evaluation Criteria		
S/No	Description	Marks /Weight
1	Experience of Company >4 =5 years 16 Marks >5 =7 years 18 Marks >7 years 20 Marks	20
2	Onboarding / Compliance Application Deployment Experience Projects (documentary evidence shall be required) 01-02 Projects 04 Marks 03-04 Projects 08 Marks 05-06 Projects 12 Marks 07-08 Projects 16 Marks 08+ Projects 20 Marks (Please fill Annexure-B)	20
3	Technical Resources pertaining to Onboarding / Compliance Application within Pakistan 1 Resource 03 Marks 2 Resource 06 Marks 3 Resource 09 Marks 4 Resource 12 Marks =>5 Resource 15 Marks Presence of Technical Staff in Rawalpindi & Islamabad = 05 Marks (Please fill Annexure-C)	20
4	Past Experience on Integrating this Application Integration with NADRA Verisys only – 5 Marks Integration with NADRA Verisys, Credit Services – 10 Marks Integration with NADRA Verisys, Credit Services, Core System – 15 Marks	20

	Integration with NADRA Verisys, Credit Services, Core System, AML/CFT – 20 Marks	
5	Quality of Demo & Presentation	20
Total Marks		100
Minimum Score Required to Qualify		70

ITB-5. TECHNICAL PROPOSAL:

The Technical proposal shall be clearly marked with the following: -

“TECHNICAL PROPOSAL”

The technical proposal shall include;

- a. A covering letter (specimen attached as Annexure-A) from the head of the company or from an authorized representative of the applicant entailing the technical and other specification of the application as required in the SoW/ToRs.
- b. A technical proposal covering all aspect of BIDDING DOCUMENT.
- c. The following documents will be provided as part of the technical proposal:
 - i. Brief description and profile of the Company
 - ii. All documents mentioned in this bidding document shall be attached with technical proposal.
- d. Compliance by the Bidder against each clause and sub-clause of this BIDDING DOCUMENT inclusive of Annexures. Evidence of this compliance will be provided by the Bidder by way of signing & stamping each page of BIDDING DOCUMENT & Annexures with a statement that all the clauses and sub-clauses on that page is fully compliant by the Bidder (s).
- e. Additional Information (If Any)

ITB-6. FINANCIAL PROPOSAL:

The bidder shall submit Financial Proposals in separate sealed envelope. Envelop shall be clearly marked with the following:-

“FINANCIAL PROPOSAL” “Do Not Open with the Technical Proposal”

The Financial Proposal shall include the following;

- a. A lump sum cost along-with complete item wise cost breakup inclusive of all applicable taxes as per following specimen shall be provided with Financial Proposal.

Sr no	Description	Qty	Unit Cost	Total Cost without taxes	All applicable Taxes	Total Cost including all applicable taxes
1	Application License Cost	As per ToRs				
2	One Time / Implementation Cost	As per ToRs				
3	Yearly Maintenance & Support Cost	As per ToRs				
4	Total Cost					

- b. In case of any arithmetic error in Financial Proposal, errors shall be rationalized under the guidelines of PPRA.
- c. All prices shall be in Pak Rupees and Delivery Duty Paid (DDP) as defined in Incoterms 2020. Any exchange rates fluctuations shall be the responsibility of the bidder and EXIM BANK shall not give any price escalation.
- d. Bid Validity: The proposal must remain valid for a period of 120 days after the submission date.
- e. All payments will be subject to the active taxpayer status of the bidder at the time of release of payment. If bidder's status is not active in ATL (Sales Tax); the payments will be stopped till their status becomes active on ATL (Sales Tax) of FBR.
- f. Taxes will be deducted at the time of the payment as per applicable tax rates prevailing at the time of payment.
- g. Bidder shall mention the amount in financial proposal/Quotations, which shall be inclusive of all applicable taxes, levies, duties and fees as per prevailing laws. Any increase or decrease in rate of sales tax (only) applicable at the time of payment, shall be further added or adjusted, as the case may be, in total contract price.
- h. EXIM bank will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder. However, any change in sales tax in the prevailing tax regime will be adjusted and will be borne by the EXIM. In case the bidder does not identify inclusion of applicable taxes or duties in the proposal, it shall be assumed that the quoted price is inclusive of all applicable taxes and duties.

ITB-7. DELIVERY OF GOODS / SERVICES:

- a. Service Provider shall render its services at 5th floor of Evacuee Trust Complex, F-5/1, Islamabad (Head Quarter of EXIM Bank Pakistan).
- b. In case of non-conformity of the required services or non-provision of desired services, EXIM BANK shall have a right to impose liquidity damages or may terminate contract on account of continues breach of service agreement and may seek legal remedies available under law.
- c. The work is to be completed as per following details; However, the said period may be extended at the sole discretion of EXIM BANK if the circumstances require the same.

Sr no	Milestones	Description	Delivery Timeline	Document
1	M1	Project Kick-off	Within one week after signing of contract	Project Charter Sign-Off
2	M2	Analysis and Design	Within three weeks after signing of contract	Design Document Sign-Off
3	M3	User Acceptance	Within 1.5 months after signing of contract	UATs Sign-Off
4	M4	System Go-Live	Within 2 months after signing of contract	Provisional Acceptance Certificate
5	M5	Post Go Live Support & annual Maintenance including 1- year warranty period.	1 year after post go live	Final Acceptance Certificate

ITB-8. LIQUIDATED DAMAGES:

- a. Failure of the bidder to deliver the application/services within two (02) months (except in force majeure conditions) shall entitle the EXIM BANK to deduct from the Contract Price, the Liquidated Damages as mentioned below.
- b. In case the bidder fails to deliver any part or portion of the application/services within two (02) months, then Liquidated Damages at the rate of [0.7%] of the total price of OTC/implementation cost & subscription cost per annum per day for each day delayed beyond the actual date of delivery, shall be imposed on the bidder. Provided that the bidder's maximum liability in respect of payment of Liquidated Damages under this clause shall not in any case be an amount more than fifteen [15%] percent of the total price the part or portion of which has been delayed.
- c. In case full delivery delay exceeds three (03) weeks beyond the two (02) months specified for delivery, EXIM BANK OF PAKISTAN LIMITED may terminate the contract after deduction of the Liquidated Damages and shall be entitled to en-cash the Performance Guarantee.
- d. EXIM Bank will have right either to enforce Liquidated damages or forthwith termination in case of failure to perform under clause ITB-8 (c) or failure to perform any conditions as contained herein including but are not limited to satisfactory required services.

ITB-9. BID SECURITY / PERFORMANCE GUARANTEE:

- a. Bid Securing Declaration Form as per Rule 25 of the Rules shall be provided with the Technical Proposal as mentioned at Annexure-I.
- b. Performance Guarantee (PG) equivalent to [10%] of the signed contract value in shape of Bank Guarantee will be submitted by the successful Bidder, which is mandatory requirement and the same is required to be provided as per specimen attached as Annexure-F. (In case of non-submission of PG within the stipulated time as to be mentioned in Letter of Intent (LoI), EXIM BANK will cancel the LOI and initiate the process to award the contract to the next lowest evaluated bidder and the Bid security will be forfeited in favour of EXIM Bank.
- c. Performance Guarantee submitted by successful bidder will be valid for a period of fourteen (14) months [term of contract] [two (02) month delivery time + One (01) year warranty period] or for any other extended period, in case of delay in delivery.
- d. Performance Guarantee(s) will be released after issuance of Final Acceptance Certificate.

ITB-10. AWARD OF CONTRACT:

- a. Technically Responsive (Qualified) Bidder with the lowest bid (most advantageous bid), if not in conflict with any other law, rules, regulations or policy of the Federal Government shall be awarded the contract, within the original or extended period of bid validity.
- b. Successful bidder will be issued Letter of Intent (LoI) and he shall be required to submit Letter of Acceptance (LoA). Upon submission of LoA by the Successful bidder a formal contract will be signed, failing which EXIM BANK may offer LOI to the next lowest evaluated bidder and proceed accordingly.
- c. The Bidder, to whom LoI has been issued, will have to submit the performance guarantee within prescribed time in LoI.
- d. Integrity Pact as per Rule 07 of PPRA Rules shall be submitted by successful bidder (if required) in a specimen attached as Annexure-G.
- e. After submission of the Letter of Acceptance and Performance Guarantee it is expected that the contract will be signed with successful bidder within minimum possible time failing which EXIM BANK will recall LOI may offer other LOI to the next lowest evaluated bidder and proceed accordingly.
- f. The EXIM Bank may, at any time, by written notice , alter, amend, omit, Increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.

ITB-12. PAYMENT TERMS:

The payment for the subject procurement will be made as per the following plan: -

Software License Cost & One Time / Implementation Cost

Sr no	Milestones	Description	Payment Trigger	Payment in percentage
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1	01	Analysis and Design	Design Document Sign-Off	30% of OT/IC
2	02	User Acceptance	UAT Sign off	30% of OT/IC
3	03	System Go-Live	Provisional Acceptance Certificate	40% of OT/IC

Annual Support & Maintenance Cost

Sr no	Description	Payment Trigger	Payment in percentage
1	Annual Support & Maintenance Cost	After Go live on biannually in arrears	On biannual basis

3. BIDDER (S) CONDUCT:

EXIM BANK OF PAKISTAN LIMITED requires that Applicants, Bidders, Suppliers and Contractors must observe the highest standard of ethics and professional conduct during the procurement and execution of project work. In pursuit of this policy, the EXIM BANK OF PAKISTAN LIMITED:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
- b. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value (tangible or favour) to influence improperly the actions of another party.
- c. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- d. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- e. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- f. "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede EXIM BANK OF PAKISTAN LIMITED investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

EXIM BANK OF PAKISTAN LIMITED will reject a proposal for award of contract if it determines that the Applicant recommended for award of contract has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the bidding in question.

4. Bid Data Sheet:

#	Description	EXAMPLE: To be filled by bidder (s)	To be filled by bidder (s)	Remarks
1	Name of Company	To be filled		
2	Authorize representative name	To be filled		
3	Authority Letter Attached	Yes / No		
4	Contact no.	To be filled		
	Email Address	To be filled		
5	Address (Islamabad/Rawalpindi)	To be filled		
6	FBR NTN no	To be filled		
7	NTN Certificate attached	Yes / No		
8	Bid Security Attached	Yes / No		
9	Date of registration as per Form-C / SECP Certificate	To be filled		
10	Form-C / SECP Certificate attached	Yes / No		
11	Profile of Company Attached	Yes / No		
12	Bidding document compliance attached	Yes / No		
13	Annex-A attached (Cover letter)	Yes / No		
14	Annex-B attached (Similar projects)	Yes / No		
15	Annex-C attached (Resume Format)	Yes / No		
17	Annex-D attached (Blacklisting undertaking)	Yes / No		
18	Annex-E attached (Conflict of interest)	Yes / No		
19	Annex-H attached (Regularity & Cyber security requirement)	Yes / No		

	Annex-I attached (Bid Securing Declaration Form)			
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5. Scope of Work (SoW) / Terms of Reference (TORs):

EXIM Bank of Pakistan Limited intends to partner with a technology solution provider to provision a digital onboarding & compliance application with sanctions list name screening. Broadly speaking, the solution should integrate seamlessly with any existing & upcoming internal systems of the bank and should have the capability of collecting all required data from the customer and perform screening checks.

The ideal solution must:

Back Office Application

- Be able to digitally capture all required information on a portal/mobile app.
- Be able to keep a repository of different screening lists e.g. UNSC, OFAC, EU, ATA List, NACTA etc. and be able to screen the onboarded customers against that list through name screening using fuzzy logic as well.
- Be able to integrate with different systems like Verisys, Credit Services, Core Bank System, ECIB (ECIB - if automation possible otherwise workaround) using webservices or APIs.
- Have capability to both offer APIs for different functions and also consume APIs from other systems.
- Have capability to integrate with 3rd party SMS Gateway and Email Exchange.
- Be able to generate useful alerts for the banks back office staff if certain conditions are met in the onboarding flow:
 - Customer is successfully onboarded
 - Customer record is updated by back office staff
 - Customer matches with a person in the sanctions list
- Integrate seamlessly with EXIM Bank of Pakistan's existing & upcoming internal systems of the bank (like Insurance and Lending products for both conventional and Islamic means).
- Integrate with NADRA to fetch customer demographics in NADRA database.
- Solution should follow NADRA & NIST guidelines for Touchless Biometric Capture with liveness detection.
- Solution should be iBETA Certified for Touchless Biometric Capture.
- The solution should support encryption for data in rest & data in transit.
- This application will serve as the main repository for customer onboarding and for compliance checks.
- All compliance check results will be populated in this application and will be retained as per regulatory retention requirements.
- The system will be capturing the detailed data of the customer, automatically validating the Verisys, credit checks, AML/CFT name screening, and further pushing the processed and minimum fields to Core Insurance (and or other Bank end) systems.
- In line with the bank's Trade Based Money Laundering (TBML) policy, be able to digitally capture all applicable fields required to assess the 'TBML Risk Profile' and 'TBML Risk Rating' respectively of the client being screened. The fields will be identified by the bank on which the expected actions will also be defined by the Bank at the time of design phase. The risk profile rating action results will be embedded in the overall on-boarding / compliance application process.
- The application shall be user friendly, easy to manage.

- The application shall have detailed reporting and dashboard features.
- The application shall support all the regulatory reporting.
- Proper user & role management should be available.
- Complete Audit Trails of any and all activities.
- Bulk processing and uploads as may be required.
- Bidder to manage the daily (or even earlier as soon as the lists are published) uploads of all the screening lists (UNSC, OFAC, EU, ATA List, NACTA etc.) for AML/CFT name screening on fuzzy logic.
- The application must have the features of escalating the exceptions as per matrix of authority.
- The application must have proper deferral, tickler and reminder feature.
- The data dictionary from Urdu to English (for Verisys KYC Services) shall be proprietary to the bidder. It will also be the responsibility of the bidder to manage the data dictionary to ensure that all NADRA KYC results are stored in English in the onboarding / compliance application.
- The scope will include deployment & implementation of Production, UAT and DR environments.

Web Portal – for Back Office Staff

- a. A web portal which is compatible with all major browsers.
- b. Proper user & role management should be available.
- c. Ability to monitor any online channels with their status and real time activity dashboard.
- d. Complete Audit Trails of any and all activities.
- e. Ability to upload pre-defined updated sanctions list on to the system.
- f. Ability to upload a bulk customer onboarding file.
- g. Ability to display the results of the customer onboarding file.
- h. Ability to display the results of the screening against specific lists.

Mobile App

- a. Native Mobile App for self customer onboarding.
- b. Ability to provide the following features on the mobile app:
 1. ID Document Validation
 2. ID Document OCR
 3. Facial Liveness Check
 4. Facial Comparison
 5. NADRA Touchless Biometric Verification
- c. Mobile App should validate cell number against both OTP & PMD database. Any integration or availability of these services shall be part of the scope.

Pre-Requisites

Any kind of pre-requisites required to run and process the application at EXIM Bank's premises shall be clearly mentioned. The information shall include:

- Any 3rd party services required to be acquired by the Bank directly (like ECIB, Datacheck, Verisys etc.)
- Hardware specifications (environment wise) to run the Production, UAT and DR environments.
- Any software licenses required to run the proposed hardware.
- Any databases software licenses to run the application.
- Any other missing or hidden element.

6. ANNEXURES:

ANNEXURE “A” – COVER & AUTHORITY LETTER

Date:.....

To,

Head of Procurement Committee,
EXIM Bank of Pakistan Limited,
Islamabad

Dear Sir,

1. I/we, the undersigned, being duly authorized Mr. / Ms. and act on behalf of (hereinafter “the Applicant”) have reviewed and fully understood all the clauses of BIDDING DOCUMENT provided by EXIM Bank of Pakistan.
2. EXIM Bank and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
3. EXIM Bank and its authorized representatives may contact the following persons for further information, including General and Managerial Inquiries, Personnel Inquiries, Technical Inquiries, Financial Inquiries, if and when needed.

S#	Name	Designation	Contact Information
1.			
2.			
3.			

ANNEXURE “B” - REFERENCE OF LAST PROJECTS OF SIMILAR NATURE

Name of Bidder: _____

Name of Organization and Address:	
Name and Title of Point of Contact: (provide 2)	
Telephone Number:	
Email Address:	
Period of Performance:	
Location where project services were performed:	
Contract Value:	
Reasons for Termination (if applicable):	
Description of Products & Services and their relevance to the requirements under this document	

ANNEXURE “C” – RESUME

Name of Personnel:	
Title:	
Years with Company / Organization:	Country/City of Residency:
<u>Education/Qualifications:</u> (Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees, certification, professional qualifications obtained.)	
<u>Employment Record:</u> (Starting with present position, list in reverse order, relevant employment experience. For the last ten (10) years, give dates, names of employing organization, title of positions held and location of employment.)	
<u>Experience:</u> (For experience in last five (5) years, detail the types of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.)	

ANNEXURE "D" – BLACKLISTING UNDERTAKING

I ----- son of ----- CNIC ----- resident of ----- working with ----- as ----- and being an authorized representative and authority to sign off this undertaking do hereby solemnly affirm and declare that we have participated in the tender for provision of procurement of ----- having Tender # ----- We further declare that the Company/Firm namely ----- has never been blacklisted from Government/Semi-government organizations.

Further declare that the contents of above-mentioned undertaking is true and correct to the best of our knowledge and belief and nothing has been concealed there from.

Deponent -----

ANNEXURE “E” - CONFLICT OF INTEREST

1. Confirm that your firm/organization is not having any potential or existing conflict of interest with Exim Bank of Pakistan Limited:

Confirm

Yes _____; No _____

2. Confirm that your firm has disclosed any actual or perceived conflict of interest situation/condition:

Confirm

Yes _____; No _____

3. Confirm that in case a potential or existing conflict of interest is identified, your firm shall not be allowed to participate further in the procurement process:

Confirm

Yes _____; No _____

Name

Designation

Signature& Stamp

Date

ANNEXURE “F” – FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No.

Executed on

date

[Letter by the Guarantor to the Employer]
Name of the Guarantor Bank with address: _____
Name of Principal (Contractor) with address: _____

(express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents, Letter of Acceptance and agreement/Contract thereof (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the EXIM BANK OF PAKISTAN LIMITED (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for tender of procurement of and to provide the goods and services required with references, extension & undertaking thereon.

NOW THEREFORE, if the Contractor as per sole judgment of the Principal shall truly perform and fulfill all the obligations, representations, undertakings, covenants, terms and conditions of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived off then, this obligation to be void; otherwise to remain in full force up till all requirements of the Defects Liability, of the Contract are fulfilled by principal.

Our (Guarantor) total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us (Guarantor) within the validity period of this Guarantee, failing which we (Guarantor) shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), comprehended well the right of the Employer to terminate its contractual relationships with the Principal upon any of the default/failure events covered in Documents as per its sole judgment and invoke payment clause guaranteed herein hence, we hereby waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer within three working days without delay, and without recourse to Principal, upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above and simply on written declaration that Principal has failed or defaulted to perform its obligations under Documents and guaranteed amount herein will be effected to Employer's designated Bank & Account Number forthwith and without any reference to the Principal or any other person.

The Bank (Guarantor) undertakes not to revoke this guarantee during its currency without prior consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till.....*days/month/year+ whichever is earlier.

IN WITNESS WHEREOF, the Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:
1. _____

Secretary (Seal)

2. _____

Name, Title & Address

Guarantor

(Bank) Signature _____
Name _____
Title _____

Corporate Guarantor (Seal)

ANNEXURE “G” – INTEGRITY PACT:

Contract No. _____
Dated _____, 2022
Contract Value: -
Contract Title: _____ for the Head office of Exim Bank at 5th Floor
Evacuee Trust Complex, Sector F-5/1, Agha Khan Road, Islamabad. Agha Khan Road, Islamabad

(Name of Firm/Company) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP such as EXIM Bank through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Vendor] represents and warrants that it has fully declared the brokerage, commission, fees etc. (if any) paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Vendor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Vendor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP and EXIM Bank under any law, contract or other instrument, be voidable at the option of GoP & EXIM Bank.

Notwithstanding any rights and remedies exercised by GoP/EXIM Bank in this regard, [name of Vendor] agrees to indemnify GoP/EXIM Bank for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP/EXIM Bank in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Vendor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP/EXIM Bank.

Name of EXIM Bank Authorized Representative of Vendor (with legal authority)	
Signature:	Signature:
[Seal]	[Seal]

ANNEXURE “H” – REGULATORY & CYBER SECURITY REQUIREMENTS:

The following will be the mandatory part. The bidders shall have to comply with the given requirements.

Regulatory Compliance Please refer to BPRD Circular No. 05 of 2017 on ‘Enterprise Technology Governance and Risk Management Framework for Financial Institutions (FIs) & National Cyber Security requirements.	
Service Level Agreements (SLAs)	All arrangements are undertaken through legally binding Service Level Agreements (SLAs);
Data Encryption	EXIM Bank’s data is encrypted at database level, storage level and during network transmission.
No lock-in clause	The arrangement does not contain a lock-in clause. In case of exit from services, EXIM Bank shall have contractual rights to continue with the arrangement until such time, an EXIM Bank is able to switch to a substitute arrangement;
Data transferability and portability	Data transferability and portability from one CSP to another and its purging/ deletion in case of exit;
Provision of data/ information	Bidder shall support EXIM in providing adhoc data required by the regulators and by any Federal or Government agencies.
Disclosure of data	Disclosure of EXIM Bank data is prohibited.
Right to conduct audit and on-site inspection	EXIM Bank’s internal/ external auditors and Regulators (SECP/SBP) have right to conduct audit and on-site inspection of the bidder or its subcontractor. Further, there should be no restriction or prohibition on visit by audit or SBP staff or such visits.
Customer Consent / Disclaimers	The system shall have functionality to accept disclaimer from Customers wherever there is a requirement to process, save, transmit the confidential information
Data Encryption	1. Data Encryption on both (a) Data at Rest (for critical customer data), and (b) Data in Transit shall be part of the scope
Recovery Point Objective (RPO) & Recovery Time Objective (RTO)	RPO shall preferably be less than 30 minutes while the RTO shall preferably be 3 Hours.
Live, Test and DR	All three environments shall be part of the solution
Cyber Security Controls	
Closure & Mitigation of Vulnerability Assessment & Penetration Testing (VAPT) Observations / Findings	EXIM may perform the VAPT exercises as per its own requirements. Bidders to ensure closure/mitigation of all observations / findings.
System / Data Integrity	The bidder shall provide assurance that the system/data will not be compromised and its integrity will be maintained at all times.
On-Going Cyber Security Controls & Maintenance	The bidder will be responsible to ensure that all the cyber security controls (internally & externally) are embedded within their solution and are regularly updated & monitored to safeguard the system/data.

Annexure - I: Bid Securing Declaration Form

Date:

Tender No.

To,
Head of Procurement Committee
EXIM Bank of Pakistan Limited

Subject:- DECLARATION FORM

One of the condition precedents of the EXIM Bank of Pakistan Limited ("EXIM Bank") under bidding process that it must be supported by a Bid-Securing Declaration Form In lieu of Bid Security.

Accordingly, we hereby submit and declare as under:-

1. That we have submit our bid for the subject project with our serious intent to provide requisite services/supply of goods to the EXIM Bank as per its bidding requirements;
2. That in case our bid is qualified for provision of goods/services during period of bid validity, we shall honor the same in letter and spirit without making any excuse of any nature whatsoever,
3. In case of our failure to accept our bid offer after acceptance of the same by the EXIM Bank under Public Procurement Rules, 2004, the EXIM Bank shall reserve the right to blacklist us from list of providing services/ goods and shall publish our name at the website of the concerned authorities etc. Moreover, EXIM Bank shall reserve its legal rights to claim any compensation which may arise due to our failure to honor commitments and take any other legal action thereof.
4. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) issuance & upload of evaluation report at PPRA website; or (ii) twenty-eight days after the expiration of our Bid.
5. This declaration shall be taken by EXIM Bank as security in lieu of bid security with all rights which are attached with any security instrument.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated on_ day of at [insert date of signing]