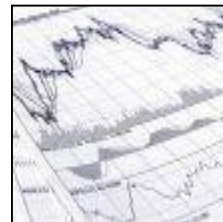




**Financial Intelligence Unit–India
Ministry of Finance,
Government of India**

**Project FINnet 2.0
Financial Intelligence Network (Version 2.0)**

**Request for Proposal (RFP) for Hiring of Consultant for
Project Management**



Section 1 - Instructions to Consultants

Section-2 - Pre-Qualification Bid Forms

Section 3 - Technical Bid Forms

Section 4 - Financial Bid Forms

Section 5 - Terms of Reference

Section 6 - Master Services Agreement

Section 7 - Annexures

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1. Definitions

- a. “Employer” means the Ministry / department who have invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- b. “Consultant” means any entity or person or associations of person who have been shortlisted to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- c. “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- d. “Day” means calendar day.
- e. “Government” means the Government of India.
- f. “Instructions to Consultants” (Section 1 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- g. “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- h. “Proposal” means the Technical Proposal and the Financial Proposal.
- i. “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- j. “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- k. “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1. The Employer named in the Appendix I Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Appendix I Data Sheet.
- 2.2. The name of the assignment/Job has been mentioned in Appendix I Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3. The date, time and address for submission of the proposal has been given in Point 2 of the Data Sheet.
- 2.4. The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Point 2 of the Data Sheet. The Proposal will be the basis for signed Contract with the selected Consultant.
- 2.5. Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in Appendix I Data Sheet before submitting a proposal and to attend a pre-bid meeting if one is specified in the Appendix I Data Sheet. Attending the pre-bid meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-bid meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6. The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Appendix I Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Clarification on RFP Document

- 3.1. Consultants may request a clarification on any clause of the RFP documents as per the timelines defined in point 9 of the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Point 2 of Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under clause 3.3 below.

3.2. The clarifications may also include the following:

- (i) Request clarifications on the RFP document to help bidders understand the scope of work and RFP terms better
- (ii) The Employer is not bound to accept any/all modifications requested by the bidders and may reject any such request of modification.

3.3. At any time before the submission of Proposals, the Employer may amend the RFP including draft contract by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them.

4. Conflict of Interest

4.1. An Applicant shall not have a conflict of interest that may affect the selection process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the FIU-IND shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the FIU-IND for, inter alia, the time, cost and effort of the FIU-IND including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the FIU-IND hereunder or otherwise.

4.2. FIU-IND requires that the Consultant provides professional, objective, and impartial advice and at all times hold the FIU-IND's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the FIU-IND.

4.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the selection process, if –

- a. The bidder, or associates (or any constituent thereof) and any other Bidder, or associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
- b. Such bidder or its associate receives or has received any direct or indirect subsidy or grant from any other bidder or its associate; or
- c. Such bidder has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the proposal of either or each of the other bidder; or
- d. In the event that the Consultant, its associates or affiliates are auditors or financial advisers to any of the bidders (for system integration or any other activity) for the Project, they shall make a disclosure to the FIU-IND as soon as

any potential conflict comes to their notice but in no case later than seven (7) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. FIU-IND shall, upon being notified by the consultant under this clause, decide whether it wishes to terminate this consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding fifteen (15) days.

- e. In case the bidder is part of any other project of FIU-IND which includes aspects such as system integration or solution development or operations or maintenance or associated services for Project FINnet 2.0 and which may conflict with the envisaged scope of work of the PMU as given in this RFP, then FIU-IND shall have the right to forfeit the EMD of the bidder submitted for this bid.

5. Proposal

Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

6. Proposal Validity

Bids must remain valid up to one (1) year from the last date of submission of the bids. FIU-IND may request the Bidder(s) for an extension of the period of validity of the bid. The validity of the EMDs as requested in sub-section 10 of this section of the RFP. should also be suitably extended if called upon to do so by FIU-IND.

7. Preparation of Proposals

- 7.1. The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 7.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 7.3. The Proposal is to be submitted in three covers as mentioned below:

Cover Number	Cover Name	Content
One	Pre-Qualification Bid	Pre-Qualification Proposal as per Section 2- Pre-Qualification Bid Forms along with the required supporting documents. <ul style="list-style-type: none"> • Scanned copy of EMD • Scanned copy of bid processing fee

Cover Number	Cover Name	Content
Two	Technical Bid	Technical Proposal as per Section 3 – Technical Bid Forms along with the required supporting documents.
Three	Commercial Bid	Commercial Proposal as per Section 4 – Financial Bid Forms along with the required supporting documents.

- 7.4. Owing to the restrictions surrounding COVID19 pandemic, the bidder shall provisionally submit the scanned copies of the original EMD, bid processing fee and other documents as specified in point 13 of the Data Sheet through an email to the address specified in point 3 of the Data sheet on or before the last date of bid submission. The bidder shall also submit a self-declaration indicating that the original copies shall be submitted at a later point in time as per the instructions of FIU-IND.
- 7.5. Original EMD, bid processing fee and other documents as specified in point 13 of the Data sheet are required to be submitted (in original) in sealed envelopes at the below address as per the timeline specified by FIU-IND.
- The Director
Financial Intelligence Unit – India
6th floor Tower II,
Jeevan Bharti Building, Connaught Circus,
New Delhi - 110001
- 7.6. The envelopes must be super scribed and also contain a cover letter as specified in APPENDIX I: Data Sheet of Instructions to Consultant.
- 7.7. The Bidders are requested to go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal. The Proposal documents shall be submitted in proper format as per the requirements of CPPP.
- 7.8. The bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The bid submission date and time will be as mentioned in APPENDIX I: Data Sheet of Instructions to Consultant. The Bidder will not be allowed to submit the proposal after the bid submission time. The Bidder has to digitally sign and upload the required proposal documents one by one as indicated in this RFP.
- 7.9. Upon successful and timely submission of proposals, the portal will give a successful proposal submission message and a proposal summary will be displayed with the bid number and the date and time of submission of the proposal with all other relevant details.
- 7.10. The bidder is allowed to re-submit the proposal and related proposal documents before the last date of bid submission and time. The proposal can be re-

submitted as many times as required by the bidder, within the indicated timelines. The last version of the proposal submitted by the bidder before the bid submission date and time will be considered for proposal for evaluation.

- 7.11. The bidder is permitted to withdraw his proposal before the last date of bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for proposal withdrawal and attach the supporting letter to the FIU-IND.
- 7.12. Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online proposal submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk, the details of which are provided in point 23 of the Data sheet.
- 7.13. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

8. Taxes

- 8.1. FIU-IND or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the consultant wherever applicable. The consultant shall pay for all other taxes in connection with this agreement required to be undertaken as a part of this agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- 8.2. FIU-IND or its nominated agencies shall provide consultant with the original tax receipt of any withholding taxes paid by FIU-IND or its nominated agencies on payments under this agreement. The consultant agrees to reimburse and hold FIU-IND or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this agreement, taxes shall include taxes incurred on transactions between and among FIU-IND or its nominated agencies, the consultant and third-party subcontractors.
- 8.3. After the date of this agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by FIU-IND for providing the services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the agency in performing the services, then the remuneration and reimbursable expense otherwise payable to FIU-IND under this agreement shall be increased or decreased accordingly by correspondence between the parties hereto, and corresponding adjustments shall be made to the contract price specified in the contract. However, in case of any new or fresh tax or levy

imposed after submission of the proposal the consultant shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

9. Currency

Consultants shall express the price of their Assignment/job in India Rupees only.

10. Earnest Money Deposit (EMD)

- 10.1. The Bidders shall submit, along with their bids, a bid security/ Earnest Money Deposit (EMD) as specified in point 12 of the Data sheet, in the format provided in APPENDIX I: Data Sheet of Instructions to Consultant
- 10.2. The bid security/ EMD shall be submitted in a separately sealed envelope and the bidder should attach a scanned copy along with the online bid response. Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
- 10.3. EMD in any other form apart from the ones specified in point 12 of the Data sheet, will not be accepted.
- 10.4. EMD must remain valid for at least forty five (45) days beyond the final bid validity period (i.e. 45 days beyond the bid validity) and the validity of the EMD should be extended in the event the last date of bid validity is extended. No interest will be payable by the FIU-IND on the EMD.
- 10.5. The EMD is required to protect FIU-IND against the risk of bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause 10.9 below.
- 10.6. EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
- 10.7. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in sub-section 11 below by the successful Bidder.
- 10.8. In case the EMD is not received within the stipulated timelines (provided in fact sheet,) then FIU-IND reserves the right to forthwith and summarily reject the Proposal of the concerned bidder without providing any opportunity for any further correspondence by the concerned bidder.
- 10.9. The EMD may be forfeited –
 - a. If a bidder withdraws the proposal or increases the quoted prices after opening of the proposal and during the period of bid validity or its extended period, if any;
 - b. In case of a successful bidder, if the bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the PBG in

accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP;

- c. If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - d. If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.
 - e. In case the bidder violates the conflict of interest clause given in section 21
- 10.10. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department shall be exempt from EMD submission.

11. Performance Bank Guarantee

The successful bidder shall execute a Performance Bank Guarantee amounting to 3% of the value of the contract as per Annexure V Format for Performance Bank Guarantee which would be valid upto a period of three months after the contract period.

12. Bid Processing Fees

All consultants are required to pay Rs.1000/- towards Bid Processing Fees in the form of a crossed demand draft issued by any Nationalized / Scheduled Commercial Bank payable at par in New Delhi, in favour of "MINISTRY OF FINANCE DEPTT OF REVENUE" or "MINISTRY OF FINANCE RECEIPT A/C".. The Bid Processing Fee is Non-Refundable. Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

13. Submission, Receipt, and Opening of Proposal

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the bidder's proposal.

14. Proposal Evaluation

- 14.1. The employer has constituted a Consultant Evaluation Committee (CEC) which will carry out the entire evaluation process.
- 14.2. Evaluation of Technical Proposals: CEC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.

15. Key professionals

The Consultant shall designate certain professionals as Key Professionals who are expected to be retained for the deployment period unless otherwise changed, substituted or replaced by the employer as per the terms of the contract. The Consultant shall replace any Key Professional only in cases of resignation, disability, or other unmanageable circumstances and only upon prior written consent of FIU India.

The team of consultants should fulfil the following minimum requirements –

2. All proposed resources should be Indian citizens. FIU-IND may at any point in time during the project ask for a proof of the same. In case the consulting agency proposes to deploy a resource, who is not an Indian citizen, a prior approval from FIU-IND shall be required for the same.
3. In case of replacement of resource(s) the consulting agency will make the replacement with a resource of equivalent or higher qualifications and experience. To facilitate knowledge transfer, the consultancy organization will ensure that there is at least a fourteen (14) day overlap between the existing resource and the replacement resource. It is to be noted that the proposed resources shall not be changed by the bidder during the tender validity period.
4. It may also be noted that after successful appointment of an agency, all the concerned resources shall be required to log attendance on a daily basis.
5. Beyond the 50 person-months of change related effort included in the RFP, at any point in time during the project, FIU-IND may ask for additional resources to be deployed by the consulting agency in case the need arises. In such a case, the consulting agency shall deploy the resources at the same person-month rate as calculated in item 3 of clause 2.2 of section 4 of the RFP.
6. The minimum number of resources required for the assignment is indicated below –

#	Resources	No. of resources (Phase wise)	Minimum Qualifications		
			<i>Educational Qualifications</i>	<i>Minimum Years of Experience</i>	<i>Project Experience</i>
1.	Project Manager	1	<ul style="list-style-type: none"> B.E/B.Tech or equivalent and PGDM/MBA 	<ul style="list-style-type: none"> At least 12 years of experience including project management, IT services, eGovernance 	<ul style="list-style-type: none"> Should have experience in working on projects for intelligence agencies or law enforcement agencies (at least 2 projects) Should have experience of analytics driven projects both implementation and consulting (at least 1 project each in consulting and implementation) Should have experience in projects involving large volume of transactional data for BFSI or tax departments or intelligence agencies etc. (at least 2 projects)
2.	AML Expert	1	<ul style="list-style-type: none"> B.E/B.Tech/B.Com or equivalent 	<ul style="list-style-type: none"> At least 5 years of experience including AML, financial crimes domains 	<ul style="list-style-type: none"> Should have experience of working on projects involving

#	Resources	No. of resources (Phase wise)	Minimum Qualifications		
					AML measures or transaction monitoring (at least 1 project) <ul style="list-style-type: none"> Should have experience of working on combating financial crimes/fraud (at least 1 project)
3.	Functional Lead	<ul style="list-style-type: none"> T till (T+12 months) : 2 resources (T+12 months) till (T+72 months) : 1 resource 	<ul style="list-style-type: none"> B.E/B.Tech and PGDM/MBA 	<ul style="list-style-type: none"> At least 4 years of experience including project management, IT services, eGovernance 	<ul style="list-style-type: none"> Should have experience of working on projects for intelligence agencies or law enforcement agencies (at least 1 project) Should have experience in working on analytics driven projects for Central/State Government or PSUs (at least 1 project) Should have experience in projects involving large volume of transactional data for BFSI projects or tax departments or intelligence

#	Resources	No. of resources (Phase wise)	Minimum Qualifications		
					agencies etc. (at least 1 project)
4.	Enterprise Architect	1	<ul style="list-style-type: none"> B.E/B.Tech or equivalent 	<ul style="list-style-type: none"> At least 10 years of experience in enterprise architecture, solution architecture, application development 	<ul style="list-style-type: none"> Should have experience in application architecture for projects involving integration with multiple systems (at least 1 project) Should have experience in developing solution architecture for systems involving large transactional data sets (at least 1 project) Should have experience in projects involving government financial databases (at least 1 project)
5.	IT Security Expert	1	<ul style="list-style-type: none"> B.E/B.Tech or equivalent 	<ul style="list-style-type: none"> At least 5 years of experience including SOC monitoring, SIEM tools, authentication, security audits, evaluation of security solution, security and 	<ul style="list-style-type: none"> Should have worked on the security architecture of high-risk projects involving intelligence or law

#	Resources	No. of resources (Phase wise)		Minimum Qualifications	
				compliance benchmarking for large scale eGovernance projects	<p>enforcement agencies (at least 1 project)</p> <ul style="list-style-type: none"> Should have worked on the security architecture of projects involving large volume of financial data for Government agencies (at least 1 project) Should have worked on the security architecture of projects involving integration with multiple systems (at least 1 project)
6.	Analytics Experts	<ul style="list-style-type: none"> T till (T+12 months) : 2 resources (T+12 months) till (T+72 months) : 1 resource 	<ul style="list-style-type: none"> BE/B.Tech/M.Tech or equivalent 	<ul style="list-style-type: none"> At least 5 years of experience in advanced analytics for complex projects 	<ul style="list-style-type: none"> Should have experience in implementation of data science concepts including regression or classification or segmentation (at least 1 project) Should have worked on SQL, PL/SQL, open source

#	Resources	No. of resources (Phase wise)		Minimum Qualifications	
					platforms like R, Python and ETL Tools (at least 1 project) <ul style="list-style-type: none"> • Should have experience of working on analytics transformation projects for government agencies dealing with financial data (at least 1 project)
	Total	T till (T+12 months) : 8 resources (T+12 months) till (T+72 months) : 6 resources			

16. Public opening & evaluation of the Financial Proposals

16.1. Opening of Proposals

The Proposals will be opened by FIU-IND in the presence of bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidding firm to identify their bonafide for attending the opening of the proposal.

There will be three bid-opening events

- Cover 1 (Pre-Qualification Proposal)
- Cover 2 (Technical Proposal)
- Cover 3 (Commercial Proposal)

The venue, date and time for opening the pre-qualification proposal, technical proposal and commercial proposal are mentioned in the Fact sheet. The technical proposals of only those bidders will be opened who clear the pre-qualification stage and the commercial proposals of only those bidders who qualifies the technical evaluation shall be opened.

16.2. Preliminary Examination of Proposals

FIU-IND will examine the proposals to determine whether they are complete, and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by FIU-IND and shall not be included for further consideration. Initial proposal scrutiny will be conducted, and the proposals will be treated as non-responsive, if they are –

1. Not submitted in the format as specified in this RFP document;
2. Received without the Letter of Authorization or Power of Attorney;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without EMD and/or without Bid processing fee
6. Submitted without the documents required under this RFP;
7. Non-compliant to any of the clauses mentioned in this RFP;

16.3. Clarification on Proposals

During the RFP evaluation, FIU-IND may, at its discretion, ask the bidder for a clarification of its proposal. The request for clarification and the response shall be in writing, and no change in the substance of the proposal shall be sought, offered, or permitted. The clarification duly submitted by the bidder, upon request from FIU-IND shall become a part of the bidder's response to the RFP.

17. Method of Selection

17.1. Bid Evaluation Criteria

17.1.1. Pre-Qualification Criteria

A Bidder is expected to comply with each of the clauses of the pre-qualification criteria to be eligible to be considered for technical evaluation. Failure to meet even one of the pre-qualification criteria as mentioned below may lead to rejection of the bid.

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Legal Entity	<p>Bidder shall be:</p> <ul style="list-style-type: none"> • A company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008 or Partnership firm registered under Indian Partnership Act, 1932 and subsequent amendments thereto, and shall have been in operation for at least the last five (5) years • Registered with GST Authorities • Should have a valid PAN 	<ul style="list-style-type: none"> • Copy of certificate of incorporation OR Partnership deed in case of partnership firms • Copy of GST registration • Copy of PAN
2.	Net Worth	<p>The bidder should have a consolidated positive net worth, as on the last day of financial year 2019-20.</p> <p>For the purpose of this criterion, profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or any other related entity will not be considered.</p>	<p>Audited Financial Statement OR Statutory auditor certificate OR Certificate from Company Secretary of bidder specifying the net worth for the specified year</p>
3.	Sales Turnover from IT Consulting Services	<p>The Bidder's turnover from IT Consulting services in India should be Rupees One Hundred Crores (₹ 100,00,00,000) or more in each of the last five (5) financial years (2019-20, 2018-19, 2017-18, 2016-17, and 2015-16).</p>	<p>Audited financial statements for the respective financial years are to be enclosed along with turnover certificate(s) duly certified by Statutory Auditor. OR In case the turnover on account of IT consulting services is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from Statutory</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
			Auditor/ Chartered Accountant stating the turnover from IT consulting services.
4.	Experience in similar projects in India.	<p>The Bidder should have experience of similar projects as defined below, for Central Government/any State Government/PSU/BFSI client in India, in last five (5) financial years (2019-20, 2018-19, 2017-18, 2016-17, and 2015-16). The projects to be furnished by the bidder are –</p> <ul style="list-style-type: none"> • One project of similar nature of value not less than ₹ 12 crores (Rupees twelve crores) or, • Two projects of similar nature of value not less than ₹ 7 crores (Rupees seven crores) or • Three projects of similar nature of value not less than ₹ 6 crores (Rupees six crores) <p>Similar Projects: Large e-Governance consulting projects involving setting up and managing a Program/Project Management Unit for development of portal with data exchange capabilities with one or more of the following functionalities delivered from India - (a) Advanced analytics and business intelligence including Data warehousing or data mart or data lake or big data solutions (b) Artificial intelligence and machine learning (c) Identity and relationship resolution (d) Link analysis and pattern identification.</p>	<p>Citation as per the format in FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE AND Copy of Work order(s) AND {Completion certificates from the client; OR Self-certificate of Completion certified by the Authorised Signatory or the Company Secretary of the bidder; OR Certificate from the Authorized Signatory or the Company Secretary, in case of on-going, stating that the project is ongoing and the value corresponding to the completed component of the project;}</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
		Note : For ongoing projects, the value of the completed component shall be considered	
5.	Manpower Strength	The Bidder must have at least two hundred fifty (250) full time technically qualified eGovernance consulting personnel in the areas of IT Strategy, IT program management and eGovernance on its rolls as on RFP publish Date.	Certificate from the HR representative or by the authorized signatory of the Bidder in the prescribed format.
6.	Blacklisting	The Bidder is not blacklisted by any Government of India and/or any State Government and/or any Central PSU in India for corrupt, fraudulent or any other unethical business practices as on the date of submission of the proposal	Self-certificate to this effect on Company's letter head signed by company's authorised signatory in the format provided in PQ Form 7: Self-Certificate for Non-Blacklisting Clause.
7.	Conflict of Interest	As on date of submission of the proposal, the bidder should not be involved in any conflict of interest situation specified in RFP.	Undertaking by the authorised signatory as per format prescribed in section 2, sub-section 9.
8.	Valid ISO 27001 Certification	The Bidder should have a valid ISO 27001 certification.	Copy of ISO 27001 certificate countersigned by authorised signatory of the Bidder
9.	Office in Delhi/NCR	The Consultant must have a full-fledged office in Delhi/NCR region	Self-certification in this regard

17.1.2. Technical Evaluation Criteria

While the Bidder will be evaluated on the criteria mentioned below, the documents specified in Section 3- Technical Bid Forms are required to be submitted and non-submission may lead to rejection of the proposal.

The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table –

#	Evaluation Criteria	Total Marks	Minimum Cut-off (65%)
A.	Bidder's Profile and Experience	40	≥ 26
B.	Key Resources	30	≥ 19.5
C.	Bidder Presentation on Approach	30	≥ 19.5
Total		100	≥ 70

The overall technical cut-off will be 70%. The bidder need to qualify the sectional cut-off for each of the evaluation criteria specified in the table above in order to qualify in the technical evaluation stage. The bidders who qualify the minimum technical cut-off shall be assigned marks based on their proposals.

The bidder with highest total marks shall be placed at T1 and subsequent bidder on T2 and so on.

The following sections explain how the bidders will be evaluated on each of the evaluation criteria.

17.1.2.1. Bidder's experience

SNo	Criteria	Criteria Details	Maximum Marks for each project	Number of projects	Total	Documentary Evidence
1.	Large scale Program/Project Management and Governance Experience	The Bidder should have experience of two (2) similar projects as defined below, for	5	2	10	Citation as per the format in Form Tech 2: Consultant's Organization and Experience. AND Copy of Work Order(s) and

SNo	Criteria	Criteria Details	Maximum Marks for each project	Number of projects	Total	Documentary Evidence
		<p>Central Government/any State Government/PSU in India, in last five (5) financial years (2019-20, 2018-19, 2017-18, 2016-17, and 2015-16). The projects to be furnished by the bidder are –</p> <ul style="list-style-type: none"> Projects of similar nature of value not less than Rupees seven crores (₹ 7,00,00,000) <p>Similar Projects: Large e-Governance consulting projects involving setting up and managing a Program/Project Management Unit</p>				<p>{Completion Certificates from the client; OR Self-Certificate of Completion certified by the Authorised Signatory or the Company Secretary of the bidder; OR Certificate from the Authorized Signatory or the Company Secretary, in case of on-going, stating that the project is ongoing and the value corresponding to the completed component of the project;}</p>

SNo	Criteria	Criteria Details	Maximum Marks for each project	Number of projects	Total	Documentary Evidence
		Note : For ongoing projects, the value of the completed component shall be considered				
2.	Projects with scope of work including BI and dashboard development/analytics/machine learning/advanced analytics	The Bidder should have experience of successfully executing two (2) projects with Centre/State Government in India, with value greater than Rupees three crores (₹ 3,00,00,000) in the last five (5) financial years (2019-20, 2018-19, 2017-18, 2016-17, and 2015-16). The scope of work for the project should include services related to Business Intelligence or	5	2	10	Citation as per the format in FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE AND Copy of Work Order(s) and {Completion Certificates from the client; OR Self-Certificate of Completion certified by the Authorised Signatory or the Company Secretary of the bidder; OR Certificate from the Authorized Signatory or the Company Secretary, in case of on-going, stating that the project is ongoing and the value corresponding to the completed component of the project;}

SNo	Criteria	Criteria Details	Maximum Marks for each project	Number of projects	Total	Documentary Evidence
		dashboard development or analytics or machine learning or artificial intelligence on large transactional data sets. Note : For ongoing projects, the value of the completed component should be greater than >Rupees three crores (₹3,00,00,000)				
3.	Projects with intelligence, law enforcement agencies etc.	The Bidder should have experience of providing consulting services in two (2) projects with value greater than Rupees five crores (₹5,00,00,000) in the last five (5) financial years (2019-20, 2018-19, 2017-18, 2016-17, and	5	2	10	Citation as per the format in Form Tech 2: Consultant's Organization and Experience. AND Copy of Work Order(s) and {Completion Certificates from the client; OR Self-Certificate of Completion certified by the Authorised Signatory or the Company Secretary of the bidder; OR

SNo	Criteria	Criteria Details	Maximum Marks for each project	Number of projects	Total	Documentary Evidence
		2015-16) with intelligence agencies or law enforcement agencies in India. Note : For ongoing projects, the value of the completed component should be greater than Rupees five crores (₹5,00,00,000)				<p>Certificate from the Authorized Signatory or the Company Secretary, in case of on-going, stating that the project is ongoing and the value corresponding to the completed component of the project;}</p> <p>Note: In case of projects covered under client NDA, redacted supporting documents may be provided by the bidder.</p>
4.	Projects involving AML, CDD and related domains	The Bidder should have regional experience of providing consulting services to Central/State Government/Banking and Financial Services sector clients in Anti-Money Laundering or combating financial crime domains, in two (2) projects, in last five (5) financial years (2019-	5	1	5	<p>Citation as per the format in Form Tech 2: Consultant's Organization and Experience. AND Copy of Work Order(s) and {Completion Certificates from the client; OR Self-Certificate of Completion certified by the Authorised Signatory or the Company Secretary of the bidder; OR</p>

SNo	Criteria	Criteria Details	Maximum Marks for each project	Number of projects	Total	Documentary Evidence
		20, 2018-19, 2017-18, 2016-17, and 2015-16) .				Certificate from the Authorized Signatory or the Company Secretary, in case of on-going, stating that the project is ongoing;}
5.	Experience in Information Security Services	The Bidder should have experience of providing information security services to Central/State Government/Banking and Financial Services sector including assisting a client in achieving ISO 27001 certification or execution of Information Security Framework or Security Operations Centre.	5	1	5	Citation as per the format in Form Tech 2: Consultant's Organization and Experience. AND Copy of Work Order(s) and {Completion Certificates from the client; OR Self-Certificate of Completion certified by the Authorised Signatory or the Company Secretary of the bidder; OR Certificate from the Authorized Signatory or the Company Secretary, in case of on-going, stating that the project is ongoing;}
		Total			40	

17.1.2.2. Key Resources

The Bidders are required to provide resources, as it deems fit for completion of scope. Both experience and academic criteria will be taken into consideration for evaluation. Kindly note the following conditions which should be met while proposing the resources:

1. Different profiles need to be proposed against different roles.
2. Bidders should note that, during any subsequent stages of this procurement, FIU-IND may ask for background check and/or security verification (Police verification) of some/ every resource proposed by the Bidder and Bidders needs to comply with the same. This is necessary considering the criticality of the Project.
3. It is also required that all resources sign an individual NDA before being on boarded into the Project.
4. The evaluation of the resources proposed shall be as per the following table –

#	Resources	No. of resources	Minimum Qualifications			Maximum marks per resource	Total Marks
			Educational Qualifications		Minimum Years of Experience	Project Experience	
1.	Project Manager	1	B.E/B.Tech equivalent PGDM/MBA	or and	At least 12 years of experience including project management, IT services, eGovernance	<ul style="list-style-type: none"> Should have experience in working on projects for intelligence agencies or law enforcement agencies (at least 2 projects) Should have experience of analytics driven projects both implementation and consulting (at least 1 project each in consulting and implementation) Should have experience in projects involving large volume of 	5

#	Resources	No. of resources	Minimum Qualifications			Maximum marks per resource	Total Marks
			Educational Qualifications	Minimum Years of Experience	Project Experience		
					transactional data for BFSI or tax departments or intelligence agencies etc. (at least 2 projects)		
2.	AML Expert	1	B.E/B.Tech/B.Com or equivalent	At least 5 years of experience including AML, financial crimes domains	<ul style="list-style-type: none"> Should have experience of working on projects involving AML measures or transaction monitoring (at least 1 project) Should have experience of working on combating financial crimes/fraud (at least 1 project) 	5	5

#	Resources	No. of resources	Minimum Qualifications			Maximum marks per resource	Total Marks
			Educational Qualifications	Minimum Years of Experience	Project Experience		
3.	Functional Lead	2	B.E/B.Tech PGDM/MBA	and At least 4 years of experience including project management, IT services, eGovernance	<ul style="list-style-type: none"> Should have experience of working on projects for intelligence agencies or law enforcement agencies (at least 1 project) Should have experience in working on analytics driven projects for Central/State Government or PSUs (at least 1 project) Should have experience in projects involving large volume of transactional data for BFSI projects or tax 	3	6

#	Resources	No. of resources	Minimum Qualifications			Maximum marks per resource	Total Marks
			Educational Qualifications	Minimum Years of Experience	Project Experience		
					departments or intelligence agencies etc. (at least 1 project)		
4.	Enterprise Architect	1	B.E/B.Tech equivalent	or At least 10 years of experience in enterprise architecture, solution architecture, application development	<ul style="list-style-type: none"> Should have experience in application architecture for projects involving integration with multiple systems (at least 1 project) Should have experience in developing solution architecture for systems involving 	4	4

#	Resources	No. of resources	Minimum Qualifications			Maximum marks per resource	Total Marks
			Educational Qualifications	Minimum Years of Experience	Project Experience		
					large transactional data sets (at least 1 project) <ul style="list-style-type: none"> • Should have experience in projects involving government financial databases (at least 1 project) 		
5.	IT Security Expert	1	B.E/B.Tech equivalent	or At least 5 years of experience including SOC monitoring, SIEM tools, authentication, security audits, evaluation of security solution, security and compliance benchmarking for large scale	<ul style="list-style-type: none"> • Should have worked on the security architecture of high-risk projects involving intelligence or law enforcement agencies (at least 1 project) • Should have worked on the security architecture of projects involving large volume of 	4	4

#	Resources	No. of resources	Minimum Qualifications			Maximum marks per resource	Total Marks
			Educational Qualifications	Minimum Years of Experience	Project Experience		
				eGovernance projects	financial data for Government agencies (at least 1 project) <ul style="list-style-type: none"> Should have worked on the security architecture of projects involving integration with multiple systems (at least 1 project) 		
6.	Analytics Experts	2	BE/B.Tech/M.Tech or equivalent	At least 5 years of experience in advanced analytics for complex projects	<ul style="list-style-type: none"> Should have experience in implementation of data science concepts including regression or classification or segmentation (at least 1 project) 	3	6

#	Resources	No. of resources	Minimum Qualifications			Maximum marks per resource	Total Marks
			Educational Qualifications	Minimum Years of Experience	Project Experience		
					<ul style="list-style-type: none"> Should have worked on SQL, PL/SQL, open source platforms like R, Python and ETL Tools (at least 1 project) Should have experience of working on analytics transformation projects for government agencies dealing with financial data (at least 1 project) 		
	Total						30

17.1.2.3. Solution Presentation

Bidders, who qualify in pre-qualification stage, shall be required to deliver a presentation to FIU-IND as per the details mentioned in the fact sheet. The table below describes the requirements –

#	Criteria	Marks Allotted
1	<p>Presentation to FIU-IND on the proposed methodology and work plan proposed by the Bidder to address the scope of work as presented in the RFP.</p> <p>Evaluation would be based on the following –</p> <ul style="list-style-type: none">• Understanding of requirements• Approach and Methodology• Value addition	30

17.1.3. Calculation of Technical Score

1. Each technical bid shall be awarded an absolute technical score of 'T1' marks out of a total of 100 marks.
2. Only bidders who score a total technical score of seventy percent (70%) or more out of a maximum of one hundred (100) marks will qualify for the evaluation of their commercial bids.
3. The final normalised technical score of the bidder shall be calculated as follows –
Normalised technical score of a bidder (Tn)= {(Technical score of that bidder/Score of the bidder with the highest technical score) X 100} %

*Adjusted to two decimal places

17.1.4. Commercial Evaluation Criteria

1. The bidders are required to quote the prices as per commercial format provided in this RFP.
2. The Bidder, who has submitted the lowest valued commercial bid, shall be placed at the L1
3. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point 2 above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100} %

*Adjusted to two decimal places

17.2. Combined and Final Evaluation Criteria

1. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
2. The bidder securing the highest composite bid score will be adjudicated as the most responsive Bidder for award of the Project.
3. The overall score will be calculated as follows:-

On = 0.70 * Tn + 0.30* Fn Where,

On = overall score of bidder

Tn = Normalized Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder

4. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

18. Award of Contract

18.1. Award Criteria

FIU-IND will award the Contract to the successful bidder whose proposal has been determined as the most responsive bids as per the process outlined above.

18.2. Notification of Award

Prior to the expiration of the validity period, FIU-IND will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, FIU-IND, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, FIU-IND will notify each unsuccessful bidder and return their EMD as per the timelines given in sub-section 10 of this section of RFP.

18.3. Performance Guarantee

FIU-IND will require the selected bidder to provide a Performance Bank Guarantee, within 14 days from the notification of award, furnish an unconditional, irrevocable PBG to FIU-IND, for an amount equal to 3% of the Total Contract Value, from a nationalized bank in the format specified in Annexure V: Format for Performance Bank Guarantee. The PBG shall be kept valid by the agency till completion of the project and warranty period. The Performance Guarantee shall contain a claim period of three (3) months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the FIU-IND at its discretion may cancel the order placed on the selected bidder without giving any notice. FIU-IND shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or FIU-IND incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms and conditions.

18.4. Contract Signing

1. Within fourteen (14) days of receipt of the notification of award or letter of award (LoA), the successful Bidder shall communicate its acceptance to the said letter of intent and shall also submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP. Refer Annexure V: Format for Performance Bank Guarantee.
2. Within 30 days of the notification of award, the successful bidder shall execute the services agreement as provided in Section 6- Master Services Agreement of this RFP. In case of any delay, the Consulting agency shall obtain a waiver from FIU-IND.

3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the FIU-IND in its sole discretion), the FIU-IND shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.

18.5. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the proposed contract terms and terms and conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event FIU-IND may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the FIU-IND shall invoke the PBG of the most responsive bidder.

19. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

20. Non-Disclosure Agreement

The successful bidder will be required to sign a separate non-disclosure agreement with FIU-IND. Further, all personnel deployed for the project would also be required to sign a nondisclosure agreement.

21. APPENDIX I: Data Sheet of Instructions to Consultant

#	Item	Description
1.	Name of the Purchaser	President of India acting through Director, Financial Intelligence Unit – India (FIU-IND)
2.	RFP Inviting Authority	Director, Financial Intelligence Unit – India (FIU-IND), Department of Revenue, Ministry of Finance, Government of India.
3.	Name and address for communication and seeking clarifications regarding this RFP	Shri Chaitanya Shukla Additional Director, FIU-IND Address– Financial Intelligence Unit-India 6th floor Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001 E-mail– cshukla@fiuindia.gov.in and Shri S.P Uniyal Deputy Director, FIU-IND E-mail – sp.uniyal@fiuindia.gov.in
4.	Requirement	RFP for selection of a Consulting Agency to establish, operate and manage the Project Management Unit (PMU) for Financial Intelligence Network 2.0 system of FIU-IND.
5.	Selection Criteria	Three stage process comprising of a Pre-Qualification evaluation, Technical Evaluation and Commercial Evaluation. The Final selection shall be based on Quality and Cost Based selection method (QCBS) with weights as 70:30.
6.	Availability of RFP Documents	RFP advertisement has been made available on – <ul style="list-style-type: none"> Website of Financial Intelligence Unit - India, Government of India (http://fiuindia.gov.in/) The Central Public Procurement (CPP) Portal (http://eprocure.gov.in) <p>From 24.09.2021 onwards. The RFP document is available for download on all days and 24 x 7 till up to twenty (20) calendar days post its release.</p>
7.	Date of RFP issue	24.09.2021
8.	Bid Processing Fee	Bidders shall submit, along with their bids, non-refundable bid processing fee of Rupees One thousand only (₹1,000) in the form of a crossed demand draft issued by any

#	Item	Description
		Nationalized / Scheduled Commercial Bank payable at par in New Delhi, in favour of "MINISTRY OF FINANCE DEPTT OF REVENUE" or "MINISTRY OF FINANCE RECEIPT A/C".
9.	Last date for Submission of Pre-Bid Queries	<p>The last date of submission of pre-bid queries shall be 11.10.2021. All the pre-bid queries should be received on or before the prescribed date and time, through email (only) with subject line as follows – "Pre-Bid queries _FIU-IND_PMU_ <Bidder's Name>"</p> <p>The queries should be submitted in an MS excel format as per the format specified in this RFP, along with name and details of the Bidder submitting the queries.</p> <p>The Pre-Bid queries to be sent to all of the following Email IDs:</p> <ol style="list-style-type: none"> 1. cshukla@fiuindia.gov.in 2. arjun.pradhan@gov.in <p>No request for clarification from any bidder shall be entertained after the date and time mentioned in fact sheet</p>
10.	Pre-Bid meeting Time, Date, & Venue	<p>21.10.2021</p> <p>Venue: Video Conference</p> <p>A maximum of three (3) representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees at least two (2) days prior to the scheduled date of the pre-bid meeting at the email ID provided in point 3. No changes to the attendee list will be allowed later and additional attendees will not be allowed. The bidders shall also email scanned copy of the Letter of Authorisation (authorising the attendees to attend) in the format specified in the RFP, valid Government recognised ID proof and their visiting card to FIU-IND before the pre-bid meeting.</p>
11.	Publishing of Responses to pre-bid queries / corrigendum by FIU-IND on the CPPP	<p>27.10.2021</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Corrigendum (if any) will be published on CPP portal 2. Responses to pre-bid queries shall be sent through emails to bidders 3. Purchaser is not obligated to respond to any or all the queries.
12.	EMD (Earnest Money Deposit)	The Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an amount of ₹ Twenty-Five Lakhs (Rupees 25, 00,000) in the form of a bank guarantee or crossed demand draft Nationalised /

#	Item	Description
		<p>Scheduled Commercial Bank. In case of Demand Draft, the Demand Draft shall be issued by any Nationalised / Scheduled Commercial Bank payable at par in New Delhi, in favour of “MINISTRY OF FINANCE DEPTT OF REVENUE” or “MINISTRY OF FINANCE RECEIPT A/C”. Please refer section 1, sub-section 10 for further details.</p> <p>Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department shall be exempt from EMD submission.</p>
13.	Last date and time for bid submission (on or before)	<p>10.11.2021</p> <p>Bids shall be uploaded in the format and mode as provided in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP and shall be digitally signed by the authorized signatory of the Bidder.</p> <p>Bidders shall submit the following –</p> <p>Original signed and stamped physical hard copy(s) of the following –</p> <ul style="list-style-type: none"> • EMD • Bid processing fee, • Letter of Authorization <p>in a sealed envelope titled “EMD , Bid processing fee and Authorisation Letter- Appointment of Consulting Agency to Establish, Operate and Manage the Project Management Unit (PMU) For Financial Intelligence Network 2.0 system of FIU-IND - <Bidder’s Name>” to –</p> <p>Shri Chaitanya Shukla Additional Director, FIU-IND Address– Financial Intelligence Unit-India 6th Floor, Tower 2, Jeevan Bharti Building, Connaught place, New Delhi 110001, India Telephone– +91-11-26874369 Facsimile– +91-11-26874459 E-mail– cshukla@fiuindia.gov.in</p> <p>(The envelope should also contain a cover letter as per the format provided in PQ Form 11: EMD, Bid Processing Fee and Letter of Authorization Cover Letter.)</p> <p>and</p> <p>Scanned copy of the following documents –</p>

#	Item	Description
		<ul style="list-style-type: none"> • Copy of the submitted version of the Letter of Authorisation • Copy of the submitted version of EMD • Copy of the submitted version of Bid processing fee <p>along with the bid documents on the e-procure portal (URL given in point 22).</p> <p>If the original documents corresponding to the bid processing fee and EMD are not received by the prescribed date and time, the bid submitted by the bidder will be liable to be forthwith and summarily rejected.</p> <p>Owing to the restrictions surrounding COVID19 pandemic, the bidder shall provisionally submit the scanned copies of the original EMD, bid processing fee and other documents as specified above through an email to the address specified in point 3 of this Data sheet on or before the last date of bid submission. The bidder shall also submit a self-declaration indicating that the original copies shall be submitted at a later point in time as per the instructions of FIU-IND.</p>
14.	Pre-Qualification Bid Opening	<p>12.11.2021</p> <p>Venue: Financial Intelligence Unit-India 6th floor Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001</p> <p>The same may be held over Video Conference owing to COVID19 pandemic, as per the instructions communicated to the bidders by FIU-IND. This will be notified to the bidders in due course of time and detailed instructions regarding the same shall be issued by FIU-IND.</p> <p>Note: A maximum of two (2) representatives per bidder would be allowed to participate. The attendees should carry the Letter of Authorisation (authorising the attendees to attend) in the format specified in the RFP, valid Government recognised ID proof and their visiting card.</p>
15.	Technical Bid Opening - Time, Date, & Venue	<p>(To be intimated later)</p> <p>Venue: Financial Intelligence Unit-India 6th floor Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001</p>

#	Item	Description
		<p>The same may be held over Video Conference owing to COVID19 pandemic, as per the instructions communicated to the bidders by FIU-IND. This will be notified to the bidders in due course of time and detailed instructions regarding the same shall be issued by FIU-IND.</p> <p>Note: A maximum of two (2) representatives per bidder would be allowed to participate. The attendees should carry the Letter of Authorisation (authorising the attendees to attend) in the format specified in the RFP, valid Government recognised ID proof and their visiting card.</p>
16.	Date, time and venue for Technical Presentation by Bidders.	To be intimated later
17.	Intimation of Technically Qualified Bidders	To be intimated later
18.	Commercial Bid Opening	To be intimated later
19.	Language of Bid Submission	Proposals should be submitted in English only.
20.	Bid Validity	Proposals must remain valid up to 1 (one) year from the last date of submission of the Bids.
21.	FIU-IND website	http://fiuindia.gov.in/
22.	CPP website	http://eprocure.gov.in/
23.	CPP helpdesk number(s)	Ph.0120-4200462, 0120-4001002, 0120-4001005,0120-6277787

22. APPENDIX II: Broad Timeline

The project will be for a duration of seventy two (72) months from the date of on-boarding of the consulting agency, extendable by another two (2) or more years, as mutually agreed between FIU-IND and the consulting agency. The exit for the agency shall begin two (2) months before the end of the contract i.e. at (T + 72) months or unless otherwise terminated/extended and shall include a handover phase which shall include the transfer of all documents, transcripts (if any) and any other deliverable prepared by the consulting agency under the scope, to the FIU-IND. It is to be noted that the MSP has already been onboarded by FIU-IND and the transition phase is in progress. The consulting agency shall be onboarded post the completion of the transition period of six (6) months of the MSP.

23. APPENDIX III: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sheet 1: Bidder's Information

Information Sought	Details provided by the bidder
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Note: Please paste the table above in email body as well

Sheet 2: Clarification Requested

#	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder

- Page Number (Page Number of this RFP as reflected at the bottom right corner).
- Section No.
- Section Name (Should be exactly the same as provided in the RFP)

Notes –

- The queries shall be submitted in the format provided above only and should not add/modify/delete any columns from the format provided. The bidders to ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the FIU-IND shall not be responsible for the same and such queries may be discarded from providing any response.
- The bidders to ensure that no cell merging is done by them while preparing the query.
- The bidders to ensure that each of the query submitted by them is unique and no duplicate query is submitted by them. It is expected from the bidder to carry out its own due-diligence before submitting the queries.
- Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to FIU-IND.

SECTION 2 – Pre-Qualification Bid Forms

1. In this section, the Bidder should submit credentials as per the criteria defined in para 17.1.1 of section 1 of this RFP.
2. Even if the same reference covers more than one competency, it still needs to be repeated under the specific competency heading.
3. The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

1. PQ Checklist

The bidder should include the table below and indicate all page numbers in the table itself followed by the respective documents.

SNo	Document name	Page number
1.	Pre-qualification bid covering letter	
2.	Bidder's Profile	
3.	Pre-Qualification Responses	
4.	Pre-qualification citations	
5.	Certificate for Non-Blacklisting	
6.	Bidder's undertaking on no-conflict	
7.	Self-Certificate for Non-Blacklisting	
8.	Certificate for undertaking for no deviation	
9.	Total responsibility certificate	

2. PQ Form 1: Pre-Qualification Proposal Cover Letter

[To be provided by the bidder on company letterhead]

<Location, Date>

To,
The Director,
Financial Intelligence Unit,
6th floor Tower II,
Jeevan Bharti Building, Connaught Circus,
New Delhi – 110001

Subject: Submission of the Pre-Qualification Proposal for <“Name of the RFP”>

Dear Sir,

In reference to RFP No. <> dated <> for Selection of a Consulting Agency to Establish, Operate and Manage the Project Management Unit (PMU) For Financial Intelligence Network 2.0 system of FIU-IND, we, the undersigned are hereby submitting our Pre-qualification Proposal.

The following are the primary and secondary contacts of our company-

Parameter	Primary Contact	Secondary Contact
Name:		
Title:		
Company/ Organization Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We hereby declare that all the information and statements made in this Pre-qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification from the selection process or termination of the contract during the project, if selected to do so

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,
(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

3. PQ Form 2: Bidder's Profile

<u>S. No.</u>	<u>Item</u>	<u>Bidder's Response</u>
1.	Company Name/Partnership Firm Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN	
7.	Contact Name and position	
8.	Head Office Address	
9.	Mobile	
10.	Telephone	
11.	Email Address	

4. PQ Form 3: Pre-Qualification Responses

#	Parameter	Pre-qualification criteria Description	Evidence required	Compliance (Y/N)	Page No.
1.	Legal Entity	Bidder shall be: <ul style="list-style-type: none"> A company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008 or Partnership firm registered under 	<ul style="list-style-type: none"> Copy of certificate of incorporation OR Partnership deed in case of partnership firms Copy of GST registration Copy of PAN 		

#	Parameter	Pre-qualification criteria Description	Evidence required	Compliance (Y/N)	Page No.
		<p>Indian Partnership Act, 1932 and subsequent amendments thereto, and shall have been in operation for at least the last five (5) years</p> <ul style="list-style-type: none"> Registered with GST Authorities Should have a valid PAN 			
2.	Net Worth	<p>The bidder should have a consolidated positive net worth, as on the last day of financial year 2019-20. For the purpose of this criterion, profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or any other related entity will not be considered.</p>	<p>Audited Financial Statement OR Statutory auditor certificate OR Certificate from Company Secretary of bidder specifying the net worth for the specified year</p>		
3.	Sales Turnover from IT Consulting Services	<p>The Bidder's turnover from IT Consulting services in India should be Rupees One Hundred Crores (₹ 100,00,00,000) or more in each of the last five (5) financial years (2019-20, 2018-19, 2017-18, 2016-17, and 2015-16).</p>	<p>Audited financial statements for the respective financial years are to be enclosed along with turnover certificate(s) duly certified by Statutory Auditor. OR In case the turnover on</p>		

#	Parameter	Pre-qualification criteria Description	Evidence required	Compliance (Y/N)	Page No.
			account of IT consulting services is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from Statutory Auditor/ Chartered Accountant stating the turnover from IT consulting services.		
4.	Experience in similar projects in India.	<p>The Bidder should have experience of similar projects as defined below, for Central Government/any State Government/PSU/BFSI client in India, in last five (5) financial years (2019-20, 2018-19, 2017-18, 2016-17, and 2015-16). The projects to be furnished by the bidder are –</p> <ul style="list-style-type: none"> One project of similar nature of value not less than ₹ 12 crores (Rupees twelve crores) or, 	<p>Citation as per the format in FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE AND</p> <p>Copy of Work order(s) AND {Completion certificates from the client; OR</p> <p>Self-certificate of Completion certified by the Authorised Signatory or the Company Secretary of the bidder; OR</p>		

#	Parameter	Pre-qualification criteria Description	Evidence required	Compliance (Y/N)	Page No.
		<ul style="list-style-type: none"> Two projects of similar nature of value not less than ₹ 7 crores (Rupees seven crores) or Three projects of similar nature of value not less than ₹ 6 crores (Rupees six crores) <p>Similar Projects: Large e-Governance consulting projects involving setting up and managing a Program/Project Management Unit for development of portal with data exchange capabilities with one or more of the following functionalities delivered from India - (a) Advanced analytics and business intelligence including Data warehousing or data mart or data lake or big data solutions (b) Artificial intelligence and machine learning</p>	Certificate from the Authorized Signatory or the Company Secretary, in case of on-going, stating that the project is ongoing and the value corresponding to the completed component of the project;}		

#	Parameter	Pre-qualification criteria Description	Evidence required	Compliance (Y/N)	Page No.
		(c) Identity and relationship resolution (d) Link analysis and pattern identification. Note : For ongoing projects, the value of the completed component shall be considered			
5.	Manpower Strength	The Bidder must have at least two hundred fifty (250) full time technically qualified eGovernance consulting personnel in the areas of IT Strategy, IT program management and eGovernance on its rolls as on RFP publish Date.	Certificate from the HR representative or by the authorized signatory of the Bidder in the prescribed format.		
6.	Blacklisting	The Bidder is not blacklisted by any Government of India and/or any State Government and/or any Central PSU in India for corrupt, fraudulent or any other unethical business practices as on the date of submission of the proposal	Self-certificate to this effect on Company's letter head signed by company's authorised signatory in the format provided in PQ Form 7: Self-Certificate for Non-Blacklisting Clause.		
7.	Conflict of Interest	As on date of submission of the proposal, the bidder should not be involved in any conflict of interest	Undertaking by the authorised signatory as per format prescribed in section 2, sub-section 9.		

#	Parameter	Pre-qualification criteria Description	Evidence required	Compliance (Y/N)	Page No.
		situation specified in RFP.			
8.	Valid ISO 27001 Certification	The Bidder should have a valid ISO 27001 certification.	Copy of ISO 27001 certificate countersigned by authorised signatory of the Bidder		
9.	Office in Delhi/NCR	The Consultant must have a full-fledged office in Delhi/NCR region	Self-certification in this regard		

5. PQ Form 4: Pre-Qualification Citations

The bidder is required to provide citations with respect to the pre-qualification criteria in the following format –

Note: The bidder may use multiple tables, in the format provided below, for providing multiple citations of its projects

S. No.	Item	Bidder's Response
1.	Name of Bidder	
2.	Assignment Name	
3.	Name of Client	
4.	Client Contact Details (Optional) (Contact Name, Address, Telephone Number)	
5.	Country of delivery	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence attached	

6. PQ Form 5: Bank Guarantee for Earnest Money Deposit

<Location, Date>

To,
The Director,
Financial Intelligence Unit,
6th floor Tower II,
Jeevan Bharti Building, Connaught Circus,
New Delhi – 110001

Whereas <name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <RFP Number> dated <insert date> for selection of a Consulting Agency to establish, operate and manage the Project Management Unit (PMU) for Financial Intelligence Network 2.0 (hereinafter called "the Bid") to FIU-IND.

Know all Men by these presents that we < > having our office at <Address> (hereinafter called "the Bank") are bound unto the FIU-IND (hereinafter called "the Purchaser") in the sum of ₹ <Amount in figures> (Rupees <Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <insert date>

The conditions of this obligation are -

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN –

- I. Our liability under this Bank Guarantee shall not exceed ₹ <<Amount in figures>> (Rupees <Amount in words> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Name:

Designation:

Address:

Seal:

Date:

7. PQ Form 6: Power of Attorney or Board Resolution

The Bidders should submit a duly executed Power of Attorney (POA) clearly authorizing the authorised signatory to sign and submit the Proposal and all other ancillary documents including the ensuing contract. The bidders can also submit a Board Resolution wherein the authorized signatory is clearly empowered to sign and submit the Proposal and all other ancillary documents including the ensuing contract.

8. PQ Form 7: Self-Certificate for Non-Blacklisting Clause

[To be provided by the bidder on company letterhead]

<Location, Date>

To,

The Director,

Financial Intelligence Unit,

6th floor Tower II,

Jeevan Bharti Building, Connaught Circus,

New Delhi – 110001

Subject: Self-certificate for non-blacklisting clause for <“Name of the RFP”>

Dear Sir,

The bidding entity for this engagement..... (“We”) is a ____ company registered under the Companies Act, 1956.

I, <Name of the Authorised Signatory>, <Designation> of <Bidding Entity> do hereby declare that <Name of the bidder> is not blacklisted by any Government of India and/or any State Government and/or any PSU in India for corrupt, fraudulent or any other unethical business practices as on the date of submission of the proposal

Yours Sincerely,

Authorized Signatory

Name:

Designation:

Address:

Contact Details

Seal:

Date:

9. PQ Form 8: Bidder's undertaking on No Conflict of Interest

[To be provided by the bidder on company letterhead]

<Location, Date>

To,

The Director,
Financial Intelligence Unit,
6th floor Tower II,
Jeevan Bharti Building, Connaught Circus,
New Delhi – 110001

Subject: Undertaking on no conflict of interest for <"Name of the RFP">

Dear Sir,

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process as per the conditions given in section 4 of the RFP < Selection of a Consulting Agency to establish, operate and manage the Project Management Unit (PMU) for Financial Intelligence Network 2.0 system of FIU-IND>.

We understand that in case we are part of any other project of FIU-IND which includes aspects such as system integration or solution development or operations or maintenance or associated services for Project FINnet 2.0 and which may conflict with the envisaged scope of work of the PMU as given in this RFP, then FIU-IND shall have the right to forfeit the EMD of the bidder submitted for this bid
Yours sincerely,

Authorized Signatory

Name:

Designation:

Address:

Contact Details

Seal:

Date:

10. PQ Form 10: No Deviation certificate

[To be provided by the bidder on company letterhead]

<Location, Date>

To,

The Director,
Financial Intelligence Unit India,
6th floor Tower II,
Jeevan Bharti Building, Connaught Circus,
New Delhi - 110001

Subject: Undertaking for no deviation for <“Name of the RFP”>

Dear Sir,

This is to certify that our offer is exactly in consonance with the RFP no <> dated <> for Selection of a Consulting Agency to Establish, Operate and Manage the Project Management Unit (PMU) For Financial Intelligence Network 2.0 system of FIU-IND and subsequent amendments / corrigendum's etc. This is to expressly certify that our offer contains no deviation on Technical (including Scope of Work and other requirements as specified in the RFP), Legal or Commercial aspects in either direct or indirect form.

Yours sincerely,

Authorized Signatory

Name:

Designation:

Address:

Contact Details

Seal:

Date:

11. PQ Form 11: EMD, Bid Processing Fee and Letter of Authorization Cover Letter

[To be provided by the bidder on company letterhead]

<Location, Date>

To,
The Director,
Financial Intelligence Unit,
6th floor Tower II,
Jeevan Bharti Building, Connaught Circus,
New Delhi - 110001

Subject: Submission of physical copies of EMD, Bid processing fee and Authorization Letter- for
<"Name of the RFP">

Dear Sir,

In reference to RFP No. <> dated <> for Selection of a Consulting Agency to Establish, Operate and Manage the Project Management Unit (PMU) For Financial Intelligence Network 2.0 system of FIU-IND, we, the undersigned are hereby submitting the physical copies of EMD ,Bid processing fee and Authorization Letter, as specified in the RFP.

Yours sincerely,

Authorized Signatory

Signature:

Name:

Designation:

Address:

Seal:

Date:

1. FORM TECH-1: LETTER OF PROPOSAL SUBMISSION

[To be provided by the bidder on company letterhead]

<Location, Date>

To,

The Director,

Financial Intelligence Unit,

6th floor Tower II,

Jeevan Bharti Building, Connaught Circus,

New Delhi - 110001

Subject: Submission of the Technical Proposal for “<Name of the RFP>”

Dear Sir,

In reference to RFP No. <> dated <> for Selection of a Consulting Agency to Establish, Operate and Manage the Project Management Unit (PMU) For Financial Intelligence Network 2.0 system of FIU-IND, we, the undersigned are hereby submitting our Technical Proposal.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We hereby declare that all the information and statements made in this Technical proposal are true and accept that any misinterpretation contained in it may lead to our disqualification from the selection process or termination of the contract during the project, if selected to do so.

We agree to abide by all the terms and conditions of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory

Signature:

Name:

Designation:

Address:

Seal:

Date:

2. FORM TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE

A- Consultant’s Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

B- Consultant’s Experience

1. In this section the bidder should provide their experience in various competency areas as required by the project.
2. The bidder is required to submit the required references for each of the competencies as detailed in para 17.1.2 of section 1 of this RFP.
3. The Bidder should submit credentials that best illustrate ability to provide the services required as per the RFP. Credentials in similar environments in terms of scope coverage, magnitude, geographical spread, organizational characteristics should be given preference.
4. Even if the same reference covers more than one competency, it still needs to be repeated under the specific competency heading.
5. The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

S. No.	Item	Bidder’s Response
	Name of Bidder	
1.	Technical Criteria against which the citation is submitted	
2.	Assignment Name	
3.	Name of Client	
4.	Client Contact Details (Optional) (Contact Name, Address, Telephone Number)	
5.	Country of delivery	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project (Maximum 300 words)	
11.	Details of Work that defines the scope relevant to the requirement (Maximum 500 words)	

S. No.	Item	Bidder's Response
12.	Documentary Evidence attached	

3. FORM TECH-2: TEAM COMPOSITION AND TASK ASSIGNMENT

3.1. TQ Form 3.1: Proposed Work Schedule and Project Plan

The bidders are required to propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of work and the bidder's ability to translate them into a feasible working plan and should also consist of the exit management strategy post contract completion. A list of the final documents, including reports to be delivered as final output, should be included here. This can be submitted in MS Project format or MS Excel.

3.2. TQ Form 3.2: Team Composition and their availability

Bidder's to propose the structure and composition of their team. To list the main disciplines of the assignment, the key expert responsible, and proposed technical staff. Bidder's to propose the resource responsibility matrix and assign key areas of Project Management of 'FINnet 2.0' to each of the resource in the table provided below.

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

4. FORM TECH-4 : CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONALS

Detailed CVs of the resources to be provided in the format below:

S. No.	Item	Bidder's Response		
1.	Name of the Resource			
2.	Specify role to be played in the project			
3.	Number of years with the Current Employer			
4.	Total Experience (in Years)			
Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc. at least for last 5 years)				
S. No.	Name of Employer	From	To	Designation/ Responsibilities
1				
2				
Summarized professional experience (Relevant to the Current Project) in reverse chronological order				
S. No.	From	To	Company Project Position Relevant Functional, Technical and Managerial experience	
1				
2				
Educational Background, Training Certification including institutions, % of marks, specialization areas etc.				
S. No.	Degree	Year of Award of Degree	University	% of marks
1				
2				

5. FORM TECH-5 : PRESENTATION

In addition to the, technical bid documents bidder will need to prepare a technical presentation covering all aspects of the scope of work and as asked in para 17.1.2.3 of section 1 of this RFP. The technical presentation is not required to be submitted along with the technical bid; bidders will be notified separately for technical presentation.

1. FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[To be provided by the bidder on company letterhead]

<Location, Date>

To,

The Director,

Financial Intelligence Unit,

6th floor Tower II,

Jeevan Bharti Building, Connaught Circus,

New Delhi - 110001

Subject: Submission of the Commercial Proposal for “<Name of the RFP>”

Dear Sir,

In reference to RFP No. <> dated <> for Selection of a Consulting Agency to Establish, Operate and Manage the Project Management Unit (PMU) For Financial Intelligence Network 2.0 system of FIU-IND, we, the undersigned are hereby submitting our Commercial Proposal.

Our attached Commercial Proposal is for the sum of <Amount in words and figures>. This amount is inclusive of cost of services, expenses and taxes as specified in the RFP. We declare that our bid prices are for the entire scope of the work as specified in the bid documents.

We understand that the payment would be made on the basis of actual GST rate prevalent during the time of payment. We hereby confirm that our prices include all taxes and cess (if any) including income tax and professional tax except GST which is mentioned separately.

We understand you are not bound to accept any Proposal you receive. We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the RFP document.

Yours sincerely,

Authorized Signatory

Signature:

Name:

Designation:

Address:

Seal:

Date:

2. FORM FIN-2: SUMMARY OF COSTS

The bidder shall provide the commercial bid in the format as specified in this section.

2.1. Total Contract Value

Parameter	Total Contract Value (₹)
TOTAL CONTRACT VALUE (A) + (B) + (C)	₹ _____ (excluding GST) _____ (Value in words)

2.2. Commercial Bid Format – Summary

#	Description	Cost exclusive of taxes (₹)	Cost inclusive of taxes (₹)
1.	Total Resource Costs for the entire duration of the project as per sub-section 3 of section 5 (A)		
2.	Travel Expenses as per sub-section 5 of section 5 (B)		
3.	Total cost provisioned for change related effort (50 person-months) (C)	= (A/456)*50 (Per person-month rate for the entire contract duration of 72 months sub-section 3 of section 5 multiplied by 50 person months of change related effort)	As calculated

1. Objective

FIU-IND intends to appoint a consulting agency (or “agency”) for establishing a PMU for delivering project management activities, as explained in this section, to assist FIU-IND in effective project implementation and governance of FINnet 2.0 system. The PMU shall aid FIU-IND in project management activities and their subsequent monitoring and assessment.

The following is the broad scope of work of the PMU –

1. Project management of FINnet 2.0 (including development, operations and maintenance), covering facets such as –
 - a. Monitor project metrics – Service Level Metrics (SLMs) and outcomes, submit observations and facilitate enforcement of SLMs
 - b. Assist in monitoring project expenditure for FINnet 2.0
 - c. Facilitate milestone-based project tracking
 - d. Assist in managing changes in requirements
 - e. Implement project management tools for the project
 - f. Promote knowledge management and best practices, innovation, change management
 - g. Publicise project outcomes in a structured and periodic manner in multiple formats
2. Monitor project implementation within defined timelines and budget covering all facets of implementation such as –
 - a. Application development and documentation such as technical design documents, Software Requirement Specifications (SRS), test cases etc.
 - b. Policies and strategies for capacity building and change management
 - c. Oversight on information security management/ incident monitoring, reporting, compliance etc.
 - d. Oversight on procurement of hardware, site preparation, inventory management etc.
 - e. System and user Acceptance testing of FINnet 2.0
 - f. Facilitate 3rd party audit and certification of FINnet 2.0
 - g. Monitor go-live of FINnet 2.0
 - h. Facilitate disaster recovery readiness
3. Facilitate review of project deliverables submitted by MSP. Engage with other senior officials within the FIU-IND, on a need basis, to address issues.
4. Help resolve implementation challenges, dependencies and integration points
5. Formulate advice and assist in review of exit management strategies and hand-back arrangements periodically.

2. Key Stakeholders

The FINnet ecosystem consists of the following stakeholders –

1. Reporting Entities
2. FIU-IND officials
3. Law Enforcement Agencies
4. Vendors/MSP's engaged by FIU-IND-India, for FINnet 2.0.
5. Data Centre Provider for FINnet 2.0

3. Project Timelines

The project will be for a duration of seventy two (72) months from the date of on-boarding of the consulting agency, extendable by another two (2) or more years, as mutually agreed between FIU-IND and the consulting agency. The exit for the agency shall begin two (2) months before the end of the contract i.e. at (T + 72) months or unless otherwise terminated/extended and shall include a handover phase which shall include the transfer of all documents, transcripts (if any) and any other deliverable prepared by the consulting agency under the scope, to the FIU-IND. It is to be noted that the MSP has already been onboarded by FIU-IND and the transition phase is in progress. The consulting agency shall be onboarded post the completion of the transition period of six (6) months of the MSP.

4. Working Hours

1. The agency is required to deploy its resources full time and on a dedicated basis at FIU-IND premises.
2. The working hours of the PMU/agency shall be all working days/hours of FIU-IND.

5. Geographical Scope

The project location(s) shall be Financial Intelligence Unit, 6th floor Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi - 110001. However, if the FIU-IND or Government of India decides to change the present-day location of FIU-IND within Delhi-NCR, then the agency shall deploy all its resources to such new locations at no extra cost. Additionally, the key resources may be required to travel within India as per need specified by FIU-IND. Cost of such travels shall be borne by the consulting agency. The maximum travel related to the scope of work of the project shall be four (4) person trips per financial year. One trip shall not exceed 2 days. Any travel undertaken by the Consulting agency, related to the scope of the project, beyond the specified limit, shall be reimbursed on actuals by FIU-IND.

6. Key responsibilities of the Consulting agency

6.1. Project Management of FINnet 2.0

The overall major responsibilities of the agency for project management of FINnet 2.0 project are –

1. Provide project monitoring functions consistent with the requirements of FINnet 2.0
2. Monitor, supervise and manage various activities of the MSP including design, development, implementation, operations and maintenance of FINnet 2.0 on behalf of FIU-IND
3. Review SLM reports submitted by the MSP, provide observations and facilitate formal recording of measurements for calculation of penalties.
4. Monitor MSPs contractual obligations and the contractual obligations of its sub-contractor's as may be reasonably required to meet performance obligations, SLMs and project requirements.

6.2. On-Boarding and Establishing the 'PMU'

The engagement of the consulting agency for delivering services for the PMU shall begin with the on-boarding and initiation phase wherein the agency shall be on-boarded at FIU-IND and resources shall be deployed by the agency.

The PMU shall submit a project charter, resource plan which shall include detailed plan of action, including responsibilities of each of the resource for accomplishing the scope of work as detailed in this section. The agency shall also submit a resource responsibility matrix wherein the agency shall map various responsibilities (as per the scope defined in the project) to its resources deployed on the project.

6.3. Monitoring of Historical data processing, Testing, Acceptance and Go-live

1. Coordinate with MSP and closely monitor and review historical data processing that the new MSP shall conduct as per the timelines defined in sub-section 3 of this section of RFP or otherwise as agreed upon with FIU-IND
2. Review the results, deviations and propose the corrections to be performed by the MSP and that the corrections are made before the go-live, unless otherwise exempted by FIU-IND.
3. Review configuration of implemented infrastructure against the proposed Bill of Material. It should be noted that while the primary responsibility of providing and deploying tools for testing rests with the MSP, PMU shall review if the same has been deployed or not
4. Coordinate with MSP and FIU-IND to carry out User Acceptance Testing (UAT) of FINnet 2.0
5. Facilitating the implementation of the findings and suggestions of the UAT

6.4. Managing development and operations of FINnet 2.0

The following activities are envisaged to be carried out by the PMU during the FINnet 2.0 implementation and operations and maintenance phase –

1. Co-ordinate with the MSP to facilitate timely completion of requirement gathering and preparation/finalisation of Functional Requirement Specifications (FRS), SRS, technical architecture and design, Integration architecture design by the MSP
1. Review FINnet 2.0 solution developed by MSP against the RFP requirements, standards, and specifications as set out.
2. Review the test plans, deployment architecture etc. submitted by MSP and provide observations
3. Facilitate resolution of issues, timely completion of the development of new solution and escalation to FIU-IND as may be required

6.5. Operations and Maintenance Support

The PMU established shall supervise the MSP on activities related to operations and maintenance of FINnet 1.0 (during development phase) and FINnet 2.0 (after go-live) as per the defined timelines given in sub-section 3 of this section of RFP. The key activities to be undertaken are highlighted below –

1. Facilitate between FIU-IND and MSP, a complete understanding on the interpretation, approach, measurement of the SLM
2. In case the performance parameters are not found to be conforming to the required service levels, the PMU shall proactively inform the MSP, suggest appropriate corrective measures and facilitate implementation of the same
3. Oversee the maintenance of project documents and their compliance to the standards as agreed upon between FIU-IND and the MSP

6.6. Oversee the operations of SAL, LMS, training cell and the UCC

1. Assist FIU-IND in monitoring the setup and operations of SAL, training cell and UCC, as per the timelines defined in FINnet 2.0 RFP.
2. Monitor submission of deliverables as per the contractual obligations of the MSP.
3. Assist FIU-IND in reviewing the deliverables of SAL, training cell and UCC.
4. Review SLM compliance reports submitted by SAL, training cell and UCC and report observations to FIU-IND.

7. Deliverables

1.	Submission of project initiation document including the Project plan, Resource deployment plan, governance structure and communication plan etc. for the first quarter	T+14 days
2.	Submission of quarterly work plan containing items related to the scope of the PMU for that quarter	10 days prior to the ending of the preceding quarter
3.	Submission of status reports every quarter with respect to the items pertaining to the quarterly work plan	Within first 10 days of the beginning of the subsequent quarter

The consultant may request for rescheduling of mile stones and extension of time in writing within fourteen (14) days of the happening of the event causing delay. The consultant may also, if practicable, indicate in such a request the period for which extension is desired and the nature of the event causing the delay.

8. Payment Terms

8.1. Payment Mechanism

1. All payments will be on actuals and upon submission of deliverables as defined in the table given in this section below.
2. The consulting agency shall also provision an additional fifty (50) man months of effort for the entire duration of the project. In case of under / over utilisation of the said man month effort in part or full, the balance amount shall be recovered or paid out to the Consulting agency in accordance with the rates provided by the Consulting agency in the commercial bid at the time of bid submission. In case of non-utilisation of the complete man-months (50 man-months) provisioned under this section, the balance amount shall be calculated as per the formula – $[(50 - \text{Total Approved effort in man months}) * \text{per man month rate quoted by the bidder as part of the Commercial bid}]$.
3. All approved expenses related to the project over and above the commercial bid shall be reimbursed on actuals, by FIU-IND to the on boarded consulting agency.

S. No.	Milestone	Pre-requisite	Payment (% of the Total Contract Value)
1.	Submission of project initiation document including the Project plan, Resource deployment plan, governance structure and communication plan etc. for the first quarter	Submission of project initiation document and mobilization of resources	4.0%
2.	Signed off Quarterly work plan and Quarterly status report of deployed resources	Submission and sign off of the quarterly work plan and status report against that plan	Equal quarterly instalments due, with respect to the total contract value

“T” refers to the date of signing of the contract between consulting agency and FIU-IND.

8.2. Service Levels and Penalties

S. No.	Service Level	Baseline Metrics	Penalty for Breach
1.	Availability of Resources	All resources to be available during the entire duration of the project. Minimum 5 resources should be deployed on the project each day, failing which a penalty of ₹ 2000 per resource per day will be levied. If any resource is absent for a continuous period of five (5) days without the permission of FIU-IND, a penalty of ₹ 2000 per day of absence beyond five (5) days will be levied.	Minimum 5 resources should be deployed on the project each day, failing which a penalty of ₹ 2000 per resource per day will be levied. If any resource is absent for a continuous period of five (5) days without any reasonable cause or without leave being approved by FIU-IND, then FIU-IND reserves the right to apply the following penalty – ₹ 2000 per resource per day of absence beyond five(5) days
2.	Replacement time of resources in case the request is initiated by FIU-IND	Maximum three (3) weeks after the notice period of the person being replaced begins, including two (2) weeks of handover time.	Penalty of ₹ 2,000 per resource, per day beyond the stipulated time period of three (3) weeks (which includes two (2) weeks of handover)

S. No.	Service Level	Baseline Metrics	Penalty for Breach
3.	Submission of observations on MSPs deliverables	All deliverables of the MSP, to be studied and observations submitted as per the timelines agreed upon with FIU-IND	If the observations are not submitted within the stipulated time, for causes solely attributable to the agency, then in such a case FIU-IND reserves the right to apply following penalties – ₹ 2000 per day of delay beyond the stipulated time defined
4.	Submission of observations on SLM reports	Observations on SLM reports of the MSP to be submitted to FIU-IND as per the timelines agreed upon with FIU-IND	₹ 2000 per day of delay beyond the stipulated time defined

Note: The penalties mentioned in the table above shall be applicable in case of causes solely attributable to the consulting agency. In case of any dispute regarding the SLMs, the decision of the “Project Director/Co-Ordinator, FIU-IND” will be final. The maximum penalty to be levied during a quarter shall be limited to 5% of the quarterly invoice of the consultant.

SECTION 6 – Master Services Agreement

This Consulting Services Agreement (“Agreement “is made on this the <> day of 20<> at New Delhi, India)
Between

The President of India acting through Director-Financial Intelligence Unit-India, Department of Revenue, Ministry of Finance having its office at New Delhi India (hereinafter referred to as ‘**FIU-IND**’ which expression shall, unless the context otherwise requires, include its permitted successors and permitted assignees),

And

_____ a Company incorporated under the **Companies Act, 1956/2013 and subsequent amendments** having its registered office at <> (hereinafter referred to as “**Consultant**” or “**Service Provider**”, which expression shall, unless the context otherwise requires, include its permitted successors and permitted assignees).

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

WHEREAS

1. FIU-IND is desirous to implement the project for “Selection of a Consulting Agency to establish, operate and manage the Project Management Unit (PMU) for Financial Intelligence Network 2.0 system of FIU-IND”
2. In furtherance of the same, FIU-IND undertook the selection of a suitable consultant through a competitive bidding process to assist in Selection of a Consulting Agency to establish, operate and manage the Project Management Unit (PMU) for Financial Intelligence Network 2.0 system of FIU-IND and in this regard issued a Request for Proposal dated <RFP Date>
3. The successful bidder has been selected as the Consultant on the basis of the bid response set out as Annexure C: Proposal submitted by the Consultant to FIU-IND on <> of this Contract,

NOW, THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the parties hereto agree to as follows

1. Definitions and Interpretations

1.1. Definitions

In this Contract, except where the contrary intention is expressed, the following definitions are used –

1.	Agreed Terms	Sub-section 1 to 525 of this section of the Agreement which set out terms and conditions agreed by the parties.
2.	Auxiliary Material	any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes: Third Party Material; any modifications that may be required; error corrections or translations to that Material; or Derivatives of that Material where such derivative work cannot be used without infringing the

		Intellectual Property Rights in the underlying Material.
3.	Business Day	any day that is not a Sunday or a public holiday for banks of India, on which FIU-IND is open for business and the day starts at 9 am
4.	Business Hours	From 09.00 am to 6.00 pm on a Business Day at the place where the Services are to be provided, unless specified otherwise
5.	Change Order	The form set out in Schedule 5: Change Order.
6.	Commencement Date	The date on which this Contract commences.
7.	Confidential Information	Information that is by its nature confidential; and is designated by a party as confidential and is described in Schedule 4: Designated Confidential Information of this Contract; or a party knows or ought to know is confidential, but does not include: Information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation.
8.	Contract	this agreement between the FIU-IND and the Consultant, as amended from time to time in accordance with the provisions of the contract and includes its schedules and any attachments.
9.	Contract Details	The details set out in Schedule 1: Contract Details.
10.	Contract Material	Any Material created by the Consultant on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract and includes any modifications that may be required.
11.	Contract Period	The period of time for which this Contract is intended to continue, as specified in item 7 of the Contract Details, plus any extension in accordance with sub-section 3 of section 5 of the RFP.

12.	Consultant	The party specified in item of the Contract Details and includes its Subcontractors and Personnel.
13.	Consultant Representative	The person identified in item 4 of the Contract Details.
14.	Companies Act	The Companies Act 1956/2013 and subsequent amendments.
15.	Client	The party specified in item 1 of the Contract Details.
16.	Client Data	all data and information relating to the Client, and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Client.
17.	Client Material	Any Auxiliary Material provided to the Consultant by the Client, including the Material (if any) specified in item 16 of the Contract Details.
18.	Client Representative	The person identified in item 3 of the Contract Details.
19.	Deliverable	Any Contract Material or other item to be supplied by the Consultant under this Contract.
20.	Documentation	The documentation to be provided by the Consultant under sub-section 6 of this section of the RFP.

21.	Harmful Code	Any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of any software.
22.	Intellectual Property Rights	<p>a. In relation to this contract of Consultancy, all intellectual property rights, including but not limited to, the following rights: patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names; any application or right to apply for registration of any of the rights referred above in paragraph a ; and all rights of a similar nature to any of the rights in paragraphs a</p> <p>b. Which may subsist in India or elsewhere, whether or not such rights are registered or capable of being registered.</p>
23.	Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in India, whether made by Central Government or the State, Union Territory.
24.	Losses	Liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).
25.	Material	any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
26.	Milestone	Any fixed date to be met by the Consultant in performing any of its obligations under this Contract, as specified in the Statement of Work.

27.	Nominated Agency	An Agency, listed in item 10 of the Contract Details, which may require the provision of Services under this Contract.
28.	Notice	A notice, demand, consent, approval or communication issued under this Contract.
29.	Performance Criteria	The requirements set out in the Statement of Work for each Service and Deliverable.
30.	Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Consultant, of a subcontractor.
31.	Project Directors	Project Directors appointed by each Party are authorized personnel who provide the interface between the executive management of the respective Parties (as applicable).
32.	Schedules	The schedules to this Contract.
33.	Service charges	The charges payable to the Consultant in accordance with Schedule 3: Payment.
34.	Services	The consultancy services to be provided by the Consultant, as specified in the Statement of Work and includes the supply of the Deliverables.
35.	Specified Personnel	The Consultant's subcontractors and Personnel specified in item 15 of the Contract Details.

36.	Statement of Work	The details of the Services to be performed under this Contract, as set out in Schedule 2: Statement of Work.
37.	Third Party Material	Auxiliary Material in which a third party holds Intellectual Property Rights.
38.	Warranted Materials	the Auxiliary Material provided by the Consultant, the Deliverables and Contract Material

1.2. Interpretation

In this Contract, except where the contrary intention is expressed:

1. The singular includes the plural and vice versa, and a gender includes other genders;
2. Another grammatical form of a defined word or expression has a corresponding meaning;
3. A reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
4. A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
5. A reference to Rupee or Indian rupees to the Indian currency;
6. A reference to time is to the time as per Indian Standard Time
7. A reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
8. A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
9. if the Consultant is a trustee, the Consultant enters the Contract personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Contract;
10. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them as per the applicable laws of India
11. A word or expression defined in the Companies Act has the meaning given to it in the Companies Act;
12. The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
13. Any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
14. A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;

15. If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed, or the event must occur on or by the next Business Day; and

1.3. Completion of Schedule

To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the schedule, that item will be taken to be 'not applicable' for the purpose of this Contract.

2. Priority of Contract Documents

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

1. MSA;
2. Schedules;
3. Any attachments to the Schedules; and
4. Documents incorporated by reference in this Contract.
5. RFP document and its corrigendum(s)
6. Proposal submitted by the bidder

3. Duration of Contract

3.1. Initial Contract Period

This Contract begins on the Commencement Date and continues for the duration of the Initial Contract Period as specified in sub-section 3 of section 5 of the RFP unless terminated in accordance with sub-section 23 of this section.

3.2. Option to extend Contract Period

- a. The Initial Contract Period may be extended by FIU-IND for further period(s), specified in item 8 of the Contract Details (each an Option Period), on the terms and conditions then in effect, by giving written notice to the Consultant. Such notice must –
 - i. Be at least 30 days; or
 - ii. Such other period as specified in item 9 of the Contract Details (Option Notice Period), before the end of the current Contract Period.
- b. Any extension exercised in accordance with this clause takes effect from the end of the then current Contract Period.

4. General Obligations of the Parties

The parties will, at all times-

1. Act reasonably in performing their obligations and exercising their rights under this Contract;
2. Diligently perform their respective obligations under this Contract; and
3. Work together in a collaborative manner

5. Provision of Services

5.1. Services Obligations

The Consultant must supply the Services –

1. With due skill and care and to the best of the Consultant's knowledge and experience;
2. In accordance with the Performance Criteria;
3. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in item 11 of the Contract Details;
4. Using the Specified Personnel (if any);
5. In accordance with all applicable Laws;
6. In accordance with any reasonable directions in relation to the services, given by FIU-IND from time to time;
7. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
8. Otherwise in accordance with the provisions of this Contract

5.2. Consultant Warranties

The Consultant represents and warrants that –

1. It has the right to enter into this Contract;
2. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
3. It and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
4. The Services will be complete, accurate and free from material faults; and

5.3. Access to Client's premises

FIU-IND will cooperate with the Consultant by providing access to its premises and facilities as reasonably necessary to enable the Consultant to provide the Services.

5.4. Conduct at Client's Premises

The Consultant must, if using or accessing the FIU-IND's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Consultant or as might reasonably be inferred from the circumstances.

5.5. Subcontracting

The Consultant will –

1. Subcontract any aspect of the provision of the Services with the prior approval of FIU-IND, which will not be unreasonably withheld; and

2. The maximum number of resources sub-contracted by the Consultant shall not exceed 40% of the PMU team strength.
3. Ensure that any subcontractor approved under this Contract complies with –
 - a. Sub-Section 17 (Confidentiality and privacy);
 - b. Sub-Section 18 (Conflict of interest);
 - c. Sub-Section 19 (Security);
 - d. Clause 2 of Sub-Section 20 (Access by Client); and
 - e. Clause 23.6 (Knowledge transfer).

6. Documentation

6.1. Provision of Documentation

The Consultant must give FIU-IND the documentation specified in the Statement of Work given in Schedule 2: Statement of Work in the format and at the times specified in the Statement of Work.

6.2. Documentation Requirements

The documentation must at the time of delivery –

1. Be current and accurate;
2. Adequately explain key terms and symbols; and
3. Unless specified otherwise in item 13 of the Contract Details, be in English.

7. Varying the Services

1. Variations proposed by FIU-IND if FIU-IND wants to vary the services –
 - a. FIU-IND must request the consultant in writing setting out the proposed variations;
 - b. Within fourteen (14) days after receiving the FIU-IND's request or within another period agreed by the parties, the consultant must respond in writing to FIU-IND specifying what impact those variations will have on: the service charges; the services or deliverables, including any particular deliverable; the consultant's ability to perform its obligations under this contract (including its ability to meet deliverable timelines); and this contract; and
 - c. Within fourteen (14) days after receiving the consultant's response, or within another period agreed by the parties, FIU-IND must give the consultant a written notice accepting or rejecting the response.
2. Variations proposed by consultant

If the consultant wants to vary the Services –

 - a. The consultant must request FIU-IND in writing setting out the proposed variations and specifying what impact those variations will have on: the service charges ; the services or deliverables, including any particular deliverable; the consultant's ability to perform its obligations under this contract (including its ability to meet milestones); and this contract; and
 - b. Within fourteen (14) days after receiving the request or within another period agreed by the parties, FIU-IND must give the consultant a written notice accepting or rejecting the Consultant's request.
3. Changes to service charges

Changes to service charges associated with a variation in the services must –

- a. Not exceed any reasonable additional cost; and
 - b. Take fully into account any reduction in cost.
4. Effective date of variation
Any variation in the services takes effect from the date on which the parties execute a change order. This contract will be amended to give effect to the change order.

8. Co-operation with Personnel and Clients

The Consultant must in the performance of the services under the contract fully co-operate with FIU-IND's personnel and other contractors; and use its best efforts to coordinate its activities so as to support and facilitate, in the FIU-IND's best interests, the timely and efficient completion of all work and other activities to be performed for the FIU-IND by any person.

9. Monitoring Progress

1. Progress meetings
The parties will meet at the times set out in the statement of work (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Consultant must ensure that the consultant representative and FIU-IND must ensure FIU-IND's representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.
2. Reporting
The consultant must provide FIU-IND with reports in accordance with the statement of work.

10. Performance Assessment

10.1. Assessment of Services

Each element of the services is subject to assessment by FIU-IND against the relevant performance criteria.

10.2. Notice of non-compliant Services

1. If FIU-IND considers that all or part of the services do not meet the performance criteria, FIU-IND must notify the consultant within fourteen (14) business days (or such other period as specified in item 14 of the contract details) of assessing the services against the performance criteria.
2. The Client must include reasons for the services not meeting the performance criteria in the notice given under para 1 above.

10.3. Rectification of non-compliant Services

If FIU-IND notifies the consultant that all or part of the services do not meet the performance criteria, the consultant must –

1. Take all necessary steps to ensure that the services are promptly corrected;
2. Give notice to FIU-IND when the services have been corrected; and

3. Allow FIU-IND to repeat the assessment of all or part of the services against the performance criteria, within five (5) business days after the date of the notice or such other time as agreed between the parties in writing.

10.4. Right to Terminate

If any parts of the services do not meet the performance criteria on two or more occasions, FIU-IND may (in addition to its other remedies) terminate the contract by giving a fourteen (14) day notice to cure the breach, failing which FIU-IND may terminate immediately under clause 23.1 of this section by giving the consultant written notice.

11. Personnel

11.1. Use of Specified Personnel

The Consultant must –

1. Provide the services or any part of the services to which their particular experience relates, with the active involvement of, and using the skill of the specified personnel; and
2. Ensure that each of the specified personnel is aware of and complies with the consultant's obligations in providing the services.

11.2. If the Specified Personnel are not available

Where one or more of the specified personnel is or will become unable or unwilling to be involved in providing the Services, the Consultant must notify FIU-IND immediately. The Consultant must –

1. If requested by FIU-IND, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and
2. Obtain the FIU-IND's written consent prior to appointing any such replacement person. FIU-IND's consent will not be unreasonably withheld.

11.3. Client may request replacement of Personnel

FIU-IND may at any time request the consultant to remove from work in respect of this contract any of the specified personnel or the consultant's subcontractors or personnel. The consultant must promptly arrange for the removal of such subcontractors or personnel and their replacement in accordance with the process outlined in clause 11.2 above.

12. Intellectual Property Rights

12.1. IPR Warranty

The Consultant shall at all times indemnify and keep indemnified FIU-IND against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

13. Payment

13.1. Obligations to pay charges

Subject to this clause and the services meeting the performance criteria, FIU-IND must pay to the consultant the service charges as set out in Schedule 3: Payment.

13.2. Consultants to provide invoice

The consultant must provide a correctly rendered invoice to the client for the service charges in accordance with the requirements specified in Schedule 3: Payment.

13.3. Due date for payment

Unless otherwise specified in Schedule 3: Payment, the client must make payment of a correctly rendered invoice within (45) days after receiving the invoice.

13.4. Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the consultant, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by FIU-IND to the consultant under this contract.

13.5. Expenses

Unless specified otherwise in Schedule 3: Payment, the consultant must not charge the client for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the service charges. The client is under no obligation to pay any amount in excess of the service charges.

14. Taxes

1. FIU-IND or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the consultant wherever applicable. The consultant shall pay for all other taxes in connection with this agreement required to be undertaken as a part of this agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
2. FIU-IND or its nominated agencies shall provide consultant with the original tax receipt of any withholding taxes paid by FIU-IND or its nominated agencies on payments under this agreement. The consultant agrees to reimburse and hold FIU-IND or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this agreement, taxes shall include taxes incurred on transactions between and among FIU-IND or its nominated agencies, the consultant and third-party subcontractors.
3. After the date of this agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by FIU-IND for providing the

services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the agency in performing the services, then the remuneration and reimbursable expense otherwise payable to FIU-IND under this agreement shall be increased or decreased accordingly by correspondence between the parties hereto, and corresponding adjustments shall be made to the contract price specified in the contract. However, in case of any new or fresh tax or levy imposed after submission of the proposal the consultant shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

15. Indemnity

The Consultant undertakes to indemnify FIU-IND from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a no infringing equivalent, (iii) modify it to make it no infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

The indemnities shall be subject to the following conditions –

1. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
2. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
3. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
4. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
5. All settlements of claims subject to indemnification under this Clause will –

- a. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
6. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
7. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
8. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
9. If a Party makes a claim under the indemnity Clause above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
10. All claims regarding indemnity shall survive the termination or expiry of the Work Order.

16. Liability

1. The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this. The liability cap given under this sub-section shall not be applicable to the indemnification obligations set out in sub-section 15 above.
2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
3. The allocations of liability in this clause represent the agreed and bargained for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

17. Confidentiality and Liability

17.1. Confidential information not to be disclosed

1. Subject to this sub-section, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
2. In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

17.2. Written Undertakings

1. A party may at any time require the other party to arrange for: its Advisers; or any other third party, other than a Client's employee, to whom information may be disclosed pursuant to clause 19.1 above, to give a signed Non-Disclosure Agreement on a stamp paper of value Rupee Hundred only (₹ 100) given in Annexure I, relating to the use and non-disclosure of the other party's Confidential Information.
2. If the other party receives a request under clause 1, it must promptly arrange for all such undertakings to be given.
3. The consulting agency and all sub-contractors (if any), shall be required to execute the firm level Non-Disclosure Agreement (NDA) on a stamp paper of value Rupee Hundred only (₹ 100) given in Annexure I in favour of the Purchaser at the time of contract signing. All project resources shall be required to execute an individual NDA as specified in Annexure II of Section 7 to this RFP.

17.3. Exceptions to obligations

The obligations on the parties under this clause will not be taken to have been breached to the extent that Confidential Information –

1. Is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
2. Is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
3. Is disclosed by the Client;
4. Is disclosed by the Client, in response to a request by a House or a Committee of the Parliament/Assembly;
5. Is shared by the Client within the Client's organisation, or with another Agency, where this serves the country's legitimate interests;
6. Is authorised or required by law, including under this Contract, under a license or otherwise, to be disclosed; or
7. Is in the public domain otherwise than due to a breach of this clause 17.3.

17.4. Obligations on disclosure

Where a party discloses Confidential Information to another person –

1. Pursuant to clause 17.3 (Para 1,2 or 5), the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
2. Pursuant to clause 17.3 (Para 3 or 4), the disclosing party must notify the receiving party that the information is Confidential Information.

17.5. Additional Confidential Information

1. The parties may agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract.
2. Where the parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of this Contract, on the date by which both parties have signed this documentation.

18. Conflict of Interest

18.1. Warranty that there is no conflict of interest

The consultant warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this contract no conflict of interest exists or is likely to arise in the performance of its obligations under this contract.

3. An Applicant shall not have a conflict of interest that may affect the selection process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the FIU-IND shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the FIU-IND for, inter alia, the time, cost and effort of the FIU-IND including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the FIU-IND hereunder or otherwise.
4. FIU-IND requires that the Consultant provides professional, objective, and impartial advice and at all times hold the FIU-IND's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the FIU-IND.
5. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the selection process, if –
 - a. The bidder, or associates (or any constituent thereof) and any other Bidder, or associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b. Such bidder or its associate receives or has received any direct or indirect subsidy or grant from any other bidder or its associate; or
 - c. Such bidder has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the proposal of either or each of the other bidder; or
 - d. In the event that the Consultant, its associates or affiliates are auditors or financial advisers to any of the bidders (for system integration or any other activity) for the Project, they shall make a disclosure to the FIU-IND as soon as any potential conflict comes to

their notice but in no case later than seven (7) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. FIU-IND shall, upon being notified by the consultant under this clause, decide whether it wishes to terminate this consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding fifteen (15) days.

- e. In case the bidder is part of any other project of FIU-IND which includes aspects such as system integration or solution development or operations or maintenance or associated services for Project FINnet 2.0 and which may conflict with the envisaged scope of work of the PMU as given in this RFP, then FIU-IND shall have the right to forfeit the EMD of the bidder submitted for this bid.

19. Security

19.1. Compliance with Client requirements

The consultant must, and must ensure that its subcontractors and personnel comply with –

1. All relevant security and other requirements specified in the client's information security policy, if the same has been made aware by the client;
2. Any additional security requirements specified in item 22 of the contract details; and
3. Any other security procedures or requirements notified, in writing, by the client to the consultant. The consultant must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five (5) business days of receipt of the notice.

19.2. Security clearance

1. The client may, from time to time, notify the Consultant of the level of security or access clearance applicable to the consultant's subcontractors or personnel, and the date from which, or the period during which, that clearance will be effective, and the consultant must comply with and ensure its subcontractors and personnel act in accordance with that notice.
2. Unless otherwise specified in item 23 of the contract details, the client is responsible for all costs associated with obtaining security clearances.

19.3. Removal of Client Data

The consultant must not, and must ensure that its subcontractors and personnel do not –

1. Remove client data or allow client data to be removed from the client's premises; or
2. Take client data or allow client data to be taken outside of India, without the client's prior written consent.

20. Audit and Access

The Consultant shall–

1. Right to Conduct Audits

FIU-IND or a representative may conduct audits relevant to the performance of the consultant's obligations under this contract. Audits may be conducted of –

- a. The consultant's operational practices and procedures as they relate to this contract, including security procedures;
- b. The accuracy of the consultant's invoices and reports in relation to the provision of the services under this contract;
- c. The consultant's compliance with its confidentiality, privacy and security obligations under this contract;
- d. Material (including books and records) in the possession of the consultant relevant to the services or contract; and
- e. Any other matters determined by the client to be relevant to the services or contract.

2. Access by Client

- a. The Client may, at reasonable times and on giving reasonable notice to the Consultant: access the premises of the Consultant to the extent relevant to the performance of this Contract; require the provision by the Consultant, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Client by use of the Client's existing computer hardware and software; inspect and copy documentation, books and records, however stored, in the custody or under the control of the Consultant, its employees, agents or subcontractors; and require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to FIU-IND), any request for information directed to the Client, and any inquiry conducted by Parliament or any Parliamentary committee.
- b. The consultant must provide access to its computer hardware and software to the extent necessary for the Client to exercise its rights related to the project, under this clause, and provide the Client with any reasonable assistance requested by the Client to use that hardware and software provided that any proprietary information including confidential information like profit margins, overheads and other such confidential information about its employees, sub-contractors, organization would not be made available.

3. Conduct of audit and access

The Client must use reasonable endeavors to ensure that –

- a. Audits performed pursuant to this sub-section; and
- b. The exercise of the general rights granted by this sub-section by the client, do not unreasonably delay or disrupt in any material respect the consultant's performance of its obligations under the Contract.

4. Costs

- a. Except as set out in clause b, each party must bear its own costs of any reviews and/or audits.
- b. If the consultant is able to substantiate that it has incurred direct expenses in the client's exercise of the rights granted under the RFP and the contract document, which, having regard to the value of this contract, are substantial, the client and the consultant will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated.

8. No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the consultant's responsibility to perform its obligations in accordance with the contract.

9. Subcontractor requirements

The consultant must ensure that any subcontract entered into for the purpose of this contract contains an equivalent clause granting the rights specified in this clause.

10. Survival

This clause applies for the contract period or till the termination or expiry of this contract.

21. Unforeseen Events

21.1. Occurrence of unforeseen event

In this Clause "unforeseen event" means an event beyond the control of the Client and the Consulting Agency, which prevents either Party from complying with any of its obligations under the Contract, including but not limited to

- i. Acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- ii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, requisition, or embargo;
- iii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
- iv. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Consulting Agency; or v. acts or threats of terrorism.

21.2. Notice of unforeseen event

When the circumstances described in clause 21.1 arise or are reasonably perceived by the affected party as an imminent possibility, the affected party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An affected party must make all reasonable efforts to minimize the effects of such circumstances on the performance of this contract.

21.3. Termination

If non-performance or diminished performance by the affected party due to the circumstances under clause 21.1 mentioned above continues for a period of more than thirty (30) consecutive days or other period as specified in item 24 of the contract details, the other party may terminate the contract immediately by giving the affected party written notice.

21.4. Consequences of termination

If this Contract is terminated under clause 21.3 mentioned above—

- a. each party will bear its own costs and neither party will incur further liability to the other; and
- b. Where the consultant is the affected party, it will be entitled to payment for services accepted or work performed prior to the date of intervention of the circumstances described in clause 21(21.1).

22. Dispute Resolution

22.1. Reconciliation Process

If, due to unforeseen reasons, problems arise during the progress of the contract leading to disagreement between the Employer and the Consultant, both the Employer and the Consultant shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then the provisions of this sub-section may be referred.

22.2. Notification

A party claiming a dispute has arisen must give the other parties to the dispute notice setting out details of the dispute

22.3. Parties to resolve dispute

During the fourteen (14) days after a notice is given under clause 22.2 above (or longer period if the parties to the dispute agree in writing), each party to the dispute must use its reasonable efforts through a meeting of senior executive (or their nominees) to resolve the dispute. If the parties cannot resolve the dispute within that period then any such dispute or difference whatsoever arising between the parties to this contract out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one (1) month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in item 26 of Contract Details. The provisions of the Arbitration and Conciliation Act, 1996 and its subsequent amendments will be applicable, and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified in Item 26 of Schedule 1: Contract Details. Any legal dispute will come under the sole jurisdiction specified in Item 26.

22.4. Confidentiality

Any information or documents disclosed by a party under this sub-section –

1. Must be kept confidential; and
2. May only be used to attempt to resolve the dispute.

22.5. Costs

Each party to a dispute must pay its own costs of complying with this sub-section. The parties to the dispute must equally pay the costs of the arbitrator.

23. Termination

23.1. Termination by Client for Default

The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default, not less than thirty (30) days' and sixty (60) days' in case of the event referred to in (ix), sent to the Consultant, terminate the contract in whole or part:

- i. If the Consultant fails to deliver any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the Employer; or
- ii. if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty(30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing; or
- iii. If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary; or
- iv. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings; or
- v. If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract; or
- vi. If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer; or
- vii. If the Consultant fails to perform any other obligation(s) under the contract; or
- viii. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- ix. If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In the event the Employer terminates the contract in whole or in part, the Employer may procure, upon such terms and conditions as it deems appropriate, services similar to those undelivered, and the Consultant shall be liable to the Employer for any excess costs for such similar services. However, the Consultant shall continue performance of the contract to the extent not terminated.

23.2. Termination by Consultant for Default

Without limiting any other rights or remedies the consultant may have against the client arising out of or in connection with this contract, the consultant may terminate this contract by giving at least thirty (30) days' notice to the client if the client –

1. Has not paid a correctly rendered invoice or has not notified the consultant that it disputes the charges specified under an invoice within sixty (60) days of receipt of that invoice; and
2. The consultant has given the client: a first notice thirty (30) days after the due date of the invoice, specifying the failure to pay and giving the client at least thirty (30) days to pay the invoice; and a second notice fifteen (15) days after the first notice, referring to the first notice and giving the client at least fifteen (15) days to pay the invoice.
- 3.

23.3. After Termination

On termination of this contract the consultant must –

1. Stop work on the services;
2. Deal with client material as reasonably directed by the client; and
3. Return all the client's confidential information to the client
4. FIU-IND agrees to pay the consulting agency for –
 - a. all charges for services, the consulting agency provides and any deliverables the consulting agency delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided by FIU-IND
 - b. such payment would be subject to any recovery of expenditure that FIU-IND may incur in obtaining the services in full or part of the scope for any other entity regarding failure of the consulting agency in performance of its services

23.4. Survival

The following sub-sections of this section survive the termination and expiry of this Contract –

1. Sub-Section 12 (Intellectual Property);
2. Sub-Section 15 (Indemnity);
3. Sub-Section 17 (Confidentiality and privacy);
4. Sub-Section 19 (Security);
5. Sub-Section 20 (Audit and access); and
6. Clause 23.6 (Knowledge transfer).

23.5. Termination does not affect accrued rights

Termination of this Contract does not affect any accrued rights or remedies of a party.

23.6. Knowledge transfer

Subject to any qualification or provision to the contrary in the statement of work provided in Schedule 2: Statement of Work, the consultant must provide the following assistance to the client on termination or expiration of this contract –

1. Transferring or providing access to the client to all information stored by whatever means held by the consultant or under the control of the consultant in connection with this contract; and
2. Making specified personnel and consultant personnel available for discussions with the client as may be required. The time, length and subject of these discussions will be at the sole discretion of the client, provided that any matter discussed is not considered to reveal any 'commercial-in- confidence' information of the consultant.

24. Notices and Other Communications

24.1. Service of Notice

A Notice must be –

1. In writing, in English and signed by a person duly authorised by the sender; and
2. Hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in item 2525 of the contract details, as varied by any Notice given by the recipient to the sender

24.2. Effective on receipt

A notice given in accordance with sub-section 24.1 above takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received –

1. If hand delivered, on delivery;
2. If sent by prepaid post, on the second business day after the date of posting (or on the seventh business day after the date of posting if posted to or from a place outside India);
3. If sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire notice unless, within eight business hours after the transmission, the recipient informs the sender that it has not received the entire notice, but if the delivery, receipt or transmission is not on a business day or is after 6.00pm on a business day, the notice is taken to be received at 09.00 am on the next business day.

25. Miscellaneous

1. Varying the Contract: This contract may be varied only in writing signed by each party. Approvals and consents except where this contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this contract.
2. Assignment and novation: A party may only assign its rights or novate its rights and obligations under this contract with the prior written consent of the other party.
3. Costs: Each party must pay its own costs of negotiating, preparing and executing this contract.
4. Counterparts: This contract may be executed in counterparts. All executed counterparts constitute one document.
5. No merger: The rights and obligations of the parties under this contract do not merge on completion of any transaction contemplated by this contract.
6. Entire agreement: This contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
7. Further action: Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this contract and any transaction contemplated by it.
8. Severability: A term or part of a term of this contract that is illegal or unenforceable may be severed from this contract and the remaining terms or parts of the terms of this contract continue in force.

9. Waiver: Waiver of any provision of or right under this Contract: (i) must be in writing signed by the party entitled to the benefit of that provision or right; and (ii) Is effective only to the extent set out in any written waiver.

10. Relationship

- a. The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- b. This contract does not create a relationship of employment, agency or partnership between the parties.

11. Announcements

- a. The consultant must, before making a public announcement in connection with this Contract or any transaction contemplated by it, obtain the client's agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).
- b. If the consultant is required by law or a regulatory body to make a public announcement in connection with this contract or any transaction contemplated by this contract the consultant must, to the extent practicable, first consult with and take into account the reasonable requirements of the client.
- c. Where reasonably practicable, the client must, on or before making a public announcement in connection with this contract or any transaction contemplated by it, provide notice to the consultant of the general nature of the announcement. For the avoidance of doubt, the client does not require the consent of the consultant to the making of the announcement.

12. Governing law and jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this agreement and the performance of the parties contemplated under this agreement, to the extent that such convention might otherwise be applicable. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Delhi, India.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Consultant :

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of Witness:

1

2

For and on behalf of FIU-IND :

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of Witness:

1

2

26. Schedule 1: Contract Details

Item number	Description	Details
1.	Client details	<i>Financial Intelligence Unit-India 6th floor Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi - 110001</i>
2.	Consultant details	<i>[insert name of Consultant] [insert address]</i>
3.	Client Representative	<i>[insert position and/or name of the Client's representative]</i>
4.	Consultant Representative	<i>[insert position and/or name of Consultant's representative]</i>
5.	Business Hours	<i>As defined in sub-section 1.1 of this section.</i>
6.	Commencement Date	<i>[insert date of commencement of the contract (dd/mm/yy)]</i>
7.	Initial Contract Period	<i>As per section 5, sub-section 3 of the RFP</i>
8.	Option Period	<i>NA</i>
9.	Option Notice Period	<i>NA</i>
10.	Nominated Agency	<i>[Insert name(s) of any Nominated Agencies. Otherwise insert 'not applicable']</i>
11.	Relevant Industry Standards	<i>NA</i>
12.	Subcontractors	<i>[Insert name of the sub-contractor]</i>
13.	Language of Documentation	<i>English</i>

14.	Period for notification	NA
15.	Specified Personnel	<i>[Insert names and positions of Specified Personnel. Otherwise insert 'not applicable']</i>
16.	Intellectual Property Rights – Ownership of Contract Material	<i>Sub-section 12 of this section (Client Ownership of and license to Intellectual Property Rights in Contract Material) is to apply</i>
17.	Intellectual Property Rights – licenses	<i>Where Sub-section 12 of this section (Client Ownership of and license to Intellectual Property Rights in Contract Material) is to apply: 1.Period of client’s license is: [Insert the duration of FIU-IND’s license to use the Auxiliary Material provided by the Consultant. For example, will the license be perpetual, for the Contract Period or for some other period]</i>
18.	Client Material	<i>[Insert specific Material to be provided to the Consultant by the Client (if any) and any restrictions on the use of the Material. Otherwise insert 'not applicable']</i>
19.	Moral Rights – Specified Acts	NA
20.	Additional insurance	NA
21.		
22.	Security	NA
23.	Costs of security clearances	NA
24.	Unforeseen events	NA
25.	Address for Notices	<i>FIU-IND: Shri Chaitanya Shukla, Additional Director, 6th floor Tower II, Jeevan Bharti Building, Connaught Circus,</i>

		<i>New Delhi - 110001</i> <i>Consultant:</i> <i>[insert name and/or position of person to receive notices]</i> <i>[insert postal address]</i> <i>[insert physical address]</i> <i>[insert facsimile number]</i>
26.	Jurisdiction	<i>New Delhi, India</i>

27. Schedule 2: Statement of Work

Services and Deliverables to be provided under this Contract as per section 5 of the RFP.

28. Schedule 3: Payment

1. Milestone payments as per RFP
2. Liquidated Damage: Time is the essence of the Agreement and the completion of deliverables within the given timeframe are binding on the Consultant. In the event of delay, for causes attributable to the Consultant, in meeting the deliverables, the Govt. Agency shall be entitled at its option to recover from the Consultant as agreed, liquidated damages, a sum of 0.5% of the contract value which suffered delay for each completed week or part thereof by which the deliverable has been delayed subject to a limit of 5% of the total contract value.
3. Invoicing requirements as per section 6, sub-section 13.2.
4. Payment Period as per section 6, sub-section 13.3.

29. Schedule 4: Designated Confidential Information

1. Confidential information of client
 - a. Contract provisions/Schedules
 - b. Contract-related material
2. Confidential information of consultant
 - a. Contract provisions/Schedules
 - b. Contract-related material

30. Schedule 5: Change Order

This change order (including its attachments, if any) serves to vary the contract in accordance with the terms set out below. Unless specifically stated in this Change Order, all terms and conditions of the Contract continue unaffected.

1.	Change Order number	
2.	Raised by	

3.	Details of change (use attachments if required)	
4.	Implementation date of Change Order	
5.	Effect on Services	
6.	Plan for implementing the change	
7.	Effect on Service Charges	
8.	Effect on Performance Criteria	
9.	Effect on Documentation	
10.	Other relevant matters (e.g. transitional impacts)	

Client

Consultant

Name (print)

Name (print)

Position

Position

Signature

Signature

Date

Date

31. Schedule 6: Governance Schedule

31.1. Purpose

The purpose of this Schedule is to (i) establish and maintain the formal and informal processes for managing the relationship between FIU-IND and the Consultant including the outputs from other schedules to this agreement; (ii) define the principles that both parties wish to follow to ensure the delivery of the services; (iii) ensure the continued alignment of the interests of the parties; (iv) ensure that the relationship is maintained at the correct level within each party; (v) create the flexibility to revise and maintain the relationship and this agreement during the term; (vi) set out the procedure for escalating disagreements; and (vii) enable contract administration and performance management.

31.2. Governance Structure

1. The program governance structure to be put in place by FIU-IND will have the following units: i. Steering Committee. The composition of this unit will be in line with the approach described in the RFP or as decided by FIU-IND.

2. Project Directors: The relationship under this agreement will be operated by the project directors appointed by each party and who will also be a part of the steering committee, who will provide the interface between the executive management of the respective parties.
3. Before the signing of this agreement, FIU-IND and the Consultant shall each appoint a Project Director. In the event that either party wishes to substitute its project director it will notify the other Party of such substitution as soon as reasonably practicable but at the latest within seven (7) days of the substitution.
4. The Project Directors shall have responsibility for maintaining the interface and communication between the Parties.
5. Steering Committee: FIU-IND will appoint a Steering Committee before the signing of this agreement.
6. The Steering Committee will meet formally on, at least, a monthly basis at a time and location to be agreed within the Committee. These meetings will cover, as a minimum, the following agenda items: (i) consideration of monthly performance reports; (ii) consideration of matters arising out of the change control schedule; (iii) issues escalated in accordance with the escalation procedure as set out in this Schedule; (iv) matters to be brought before the steering committee in accordance with this agreement and the schedules; (v) any matter brought before the steering committee by the consultant under this article; and (vi) any other issue which either party wishes to add to the agenda.
7. In the event that there is any material factor which affects the delivery of the services or the terms of payment as stated in the terms of payment schedule (Schedule 3: Payment of this Agreement), the Parties agree to discuss in the steering committee meeting any appropriate amendment in the MSA or the SLMs or scope of work including any variation to the terms of payment as stated in the Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the change control Process.

31.3. Governance Procedures

1. The consultant shall document the agreed structures in a procedures manual.
2. The agenda for each meeting of the steering committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the parties or at the request of either party. Copies of the agenda for meetings of the steering committee, along with relevant pre-reading material, shall be distributed at least one (1) week in advance of the relevant meeting.
3. All meetings and proceedings will be documented; such documents to be distributed to both parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
4. The parties shall ensure as far as reasonably practicable that the steering committee shall resolve the issues and resolve the objectives placed before them and that members representing each party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

32. Schedule 7: Exit Management Plan

1. The exit management requirements as elaborated below must be read in conjunction to and in harmony with related clauses of this RFP.
2. Given the critical nature of the system, it is imperative that a well-defined exit management strategy be made ready which will enable easy transition of activities from the consultant to the new incoming consultant when the contract with the consultant expires/ is truncated. Accordingly, the consultant shall submit an exit management plan, which will focus on the key activities it will perform to ensure that a seamless transition of knowledge and activities be possible, and the same shall be evaluated. The exit management plan will be based on the plan proposed by the consultant in its technical proposal. The final exit management plan will have to be mutually agreed upon by both FIU-IND and the Consultant. The consultant shall understand that ensuring a smooth transition at the end of the project period is a key requirement from FIU-IND. The consultant needs to update the exit management plan on half yearly basis or earlier in case of major changes during the entire contract duration. While proposing the exit management plan, the consultant shall ensure that the subsequent points are taken care of.
3. At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to the scope of work as in the contract, the consultant shall ensure proper and satisfactory transition is made to the other agency. In case FIU-IND wants to take over the project itself, then consultant has to ensure proper transition to the team designated by FIU-IND.
4. All risks during transition stage shall be properly documented by consultant and mitigation measures be planned in advance and recorded in the exit management plan so as to ensure smooth transition without any service disruption.
5. The consultant shall provide all knowledge transfer of the system to the incoming consultant to the satisfaction of FIU-IND as per the specified timelines.

33. Schedule 8: Audit, Access and Reporting

33.1. Purpose

This Schedule details the audit, access and reporting rights and obligations of FIU-IND or its nominated agency and the consultant. This schedule is in addition to, and in derogation of, the audit rights and process provided in the RFP.

33.2. Audit Notice and Timing

- a. As soon as reasonably practicable after the effective date, the parties shall use their best endeavours to agree to a timetable for routine audits (other than those mentioned as part of the mandatory requirements for successful execution of the project) during the entire duration of the project.
- b. The Purchaser may conduct non-timetabled audits with prior notice of seven (7) days, if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the consultant, a security violation, or breach of confidentiality obligations by the

consultant, provided that the requirement for such an audit is notified in writing to the consultant, seven (7) days prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the consultant considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in Schedule 6: Governance Schedule

- c. Except as provided in para b above, audits shall be conducted by with adequate notice of two (2) weeks to the consultant.

33.3. Access

The consultant shall provide to FIU-IND or its nominated agency reasonable access to employees, suppliers, agents and third-party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. FIU-IND or its nominated agency shall have the right to copy and retain copies of any relevant records pertaining only to the services provided by the Consultant under this RFP and Contract. The consultant shall make every reasonable effort to co-operate with them.

33.4. Audit Rights

The Purchaser or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify –

- a. The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of the FIU-IND and documentation related thereto;
- b. That the actual level of performance of the services is the same as specified in the SLM;
- c. That the consultant has complied with the relevant technical standards, and has adequate internal controls in place;
- d. Consultant's deployment of resources and their attendance records; and
- e. The compliance of the consultant with any other obligation under the agreement;

For the avoidance of doubt the audit rights under this schedule shall not include access to the (i) consultant's profit margins or overheads, (ii) any confidential information relating to the consultant's employees and/or other clients, or (iii) minutes of its internal board or board committee meetings including internal audit, or (iv) such other information of commercially confidence in nature which are not relevant to the services associated with any obligation under the contract.

- f. **REPORTING:** The consultant will provide quarterly reports to FIU-IND or its nominated agency regarding any specific aspects of the project and in context of the audit and access information only if the same is required by FIU-IND or its nominated agency.

33.5. Action and Review

- a. Any discrepancies identified by any audit pursuant to this schedule shall be immediately notified to FIU-IND or its nominated agency and the consultant's representative shall inform FIU-IND about the actions that would be taken by the consultant in respect of such

discrepancies within a period of thirty (30) calendar days from the submission of the said audit/assessment report or such earlier time period as notified by FIU-IND.

- b. Any change or amendment to the systems and procedures of the consultant, where applicable, arising from the audit/assessment report shall be agreed within thirty (30) calendar days from the submission of the said audit / assessment report or such earlier time period as notified by FIU-IND. Such changes (if any) as agreed by FIU-IND, or any changes suggested by FIU-IND, shall be implemented by the consultant within a period of not more than thirty (30) days or such other period as may be requested by the consultant and agreed to by the Purchaser.

33.6. Terms of Payment

Except for the audits that are required to be conducted by the consultant as provided in the RFP for which the costs will be borne by the consultant, FIU-IND shall bear the cost of other audits and inspections.

33.7. Records and Information

For the purposes of audit in accordance with this schedule, the consultant shall maintain true and accurate records in connection with the provision of the services and the consultant shall handover all the relevant records and documents upon the termination or expiry of the contract. The consultant at all times make and keep sufficient copies of the contract documents, manuals, reference material, drawings, specifications and any other document required by him to fulfil his duties under this contract.

34. Annexures to the Contract

34.1. Annexure A: Request for Proposal (RFP)

Request of Proposal dated <>, read with all Corrigendum and response to pre bid queries dated <> (collectively referred herein as, 'RFP').

34.2. Annexure B: Non-Disclosure Agreement

34.3. Annexure C: Proposal submitted by the Consultant to FIU-IND on <>

34.4. Annexure D: FIU-IND's Letter of Intent (Lol) accepting the Proposal of Consultant

34.5. Annexure E: Support of FIU-IND

As per Request of Proposal dated <>, read with Corrigendum and response to pre bid queries dated <>, (collectively referred herein as, 'RFP').

1. Provide to the consultant personnel, information on FIU-IND's functions, as may be deemed necessary for fulfilling obligations under this contract.
2. Assist personnel in making documents available as requested by consultant.
3. Arrangement of infrastructure needed by consultant at FIU-IND's premises:

- a. Seating
 - b. Network facility (where available)
 - c. Access to data and systems as required
- 4. Provide assistance to consultant in arranging meetings with the stakeholders with whom interaction is deemed necessary for the purpose of accomplishment of services under this contract.
- 5. Provide any other assistance reasonably requested by the consultant.

1. Annexure I Non-Disclosure Agreement (Consulting Agency)

[Printed on stamp paper value of ₹ 100/-]

NON-DISCLOSURE AGREEMENT

between <Name of Purchaser>

The President of India acting through Financial Intelligence Unit-India,

Department of Revenue,

Ministry of Finance

and

<Name of the Consulting Agency>

This CONTRACT (hereinafter called the “Non-Disclosure Contract”) is made on the <date> day of the month of <Month >, 20 <>, between,

the President of India acting through Financial Intelligence Unit-India, Department of Revenue, Ministry of Finance (hereinafter referred to as “Purchaser”, which expression shall include its successors and permitted assignees), on the one hand and <Name of the Consulting Agency> (hereinafter referred to as “Consultant”, which expression shall include its successors and permitted assignees) on the other hand.

WHEREAS, we the undersigned <Name of the Consulting Agency>, having our principal place of business/ registered office at < Address of the registered office > covering < Name of work> (hereinafter called the said ‘Engagement’) and have signed a contract with the President of India through < >, hereinafter referred to as ‘Purchaser’ and,

WHEREAS, the consultant is aware and confirms that the Purchaser’s business/ operations, information application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser.

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser’s grant to the Consultant of specific access to Purchaser’s confidential information, property, information systems, network, databases and other data, the Consultant agrees to all of the following conditions.

It is hereby agreed as under –

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, product information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which –
 - a. The Consultant knew or had in its possession, prior to disclosure, without limitation or its confidentiality.
 - b. Information in the public domain as a matter of law;
 - c. Is obtained by the Consultant from a third party without any obligation of confidentiality.

- d. The Consultant is required to disclose by order or a competent court or regulatory authority.
 - e. Is released from confidentiality with the written consent of the Purchaser.
 - f. The Consultant shall have the burden of proving hereinabove are applicable to the information in the possession of the Consultant.
- 3. The Consultant agrees to hold in trust any Confidential Information received by the Consultant, and the Consultant shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Consultant uses to protect its own confidential and proprietary information The Consultant also agrees –
 - a. To maintain and use the Confidential Information only for the purposes of this engagement and thereafter only as expressly permitted herein;
 - b. To only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. To restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a “need to know” basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. To treat Confidential Information as confidential unless and until Purchaser expressly notifies the Consultant of release of its obligations in relation to the said Confidential Information.
- 4. Notwithstanding the foregoing, the Consultant acknowledges that the nature of activities to be performed as part of the Consultant’s scope of services may require the Consultant’s personnel to be present on premises of the Purchaser or may require the Consultant’s personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Consultant’s personnel under such circumstances and to provide notice to the consultant of the confidentiality of all such information. Therefore, the Consultant shall disclose or allow access to the Confidential Information only to those personnel of the Consultant who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Consultant will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Consultant’s confidentiality obligation. Further, the Consultant shall procure that all personnel of the Consultant are bound them which is no less onerous than the confidentiality obligation under this agreement.
- 5. The Consultant shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
- 6. The Consultant agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Consultant shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Consultant or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
- 7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser.

Upon completion and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Consultant shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Consultant or its Affiliates or directors, officers employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, If incapable of return. The destruction shall be witnessed and so recorded, in writing by an authorized representative of the Purchaser. Without prejudice to the

<p>SIGNED for and on behalf of FIU-IND</p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>	<p>SIGNED for and on behalf of <Name of the Consulting Agency></p> <p>By: _____</p> <p>Signature: _____</p> <p>Designation: _____</p> <p>Address: _____</p> <p>Witness: _____</p> <p>Name: _____</p> <p>Place: _____</p> <p>Date: _____</p>
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above the Consultant shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Consultant hereto becomes legally compelled to disclose any Confidential Information, the Consultant shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Consultant shall not disclose obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Consultant applies to its own similar Confidential Information but in no event less than reasonable care.
9. The Consultant shall use the Confidential Information solely for the purpose of the engagement with the Purchaser which aims at adopting industry best practices and appropriate technology for combating money laundering and related crimes.
10. Notwithstanding the termination of the Contract signed between the Purchaser and the Consultant on the <> day of <> <> for Tender No. <>, the confidentiality provisions provided in this Non-Disclosure Agreement (NDA) would survive termination for an indefinite period of time, unless otherwise waived by FIU-IND.

2. Annexure II Non-Disclosure Agreement (Individual)

Information plays an important role in providing a competitive edge. The intangible assets of an organization, such as know-how, contacts, technical information, and employee information, are often more valuable than most tangible assets.

In consideration of being employed by <> (hereinafter called the Company), I agree with the Company as follows –

I abide that during my employment; I may come in contact with highly classified projects and information. I, as an employee, certify that I will not disclose, publish or advertise (through print media or electronic media), divulge, release, or make known (through mere discussion or communication), in any manner or to any extent, to any individual (including friends, relatives or acquaintances) other than an intended recipient.

I hereby agree that, during my employment or thereafter, I will not use or disclose to others, without the written consent of the Company –

1. Any confidential or proprietary technical or other technical or classified information or trade secrets,
2. Third party information: Any information Company has received from others, which Company is obligated to treat as confidential,
3. Any confidential or proprietary information which is circulated within Company via its internal electronic mail system, intranet or otherwise.

Upon leaving the services of the Company, I shall surrender all confidential data and shall not reproduce such data thereof or information obtained by me as the result of my employment.

I hereby certify that I have read the non-disclosure agreement described above and I agree to the policies governing the disclosure of confidential information. I will fully and completely observe this directive and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time which otherwise may attract Indian Penal Sections applicable under the Indian Law.

Name

Signature

Date

3. Annexure III Integrity Pact

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 20____, between, on one hand, the President of India acting through Director, Financial Intelligence Unit – India (FIU-IND), Department of Revenue, Ministry of Finance, Government of India (hereinafter called the “The Principal”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by _____, Chief Executive Officer/ Authorized Signatory (hereinafter called the “Bidder/Contractor”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

The principal intends to award, under laid down organizational procedures, contract to establish, operate and manage the Project Management Unit (PMU) for Financial Intelligence Network 2.0 system of FIU-IND. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

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

Section 1 – Commitments of the Principal.

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

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

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

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

3. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
4. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

5. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.
6. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

7. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
8. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
9. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

10. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
11. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the Director, FIU-India.
12. Shri NAJIB SHAH, IRS (Retd.) has been appointed as Independent External Monitor) for overseeing and implementation of this Integrity Pact. His contact details are as under –
Shri NAJIB SHAH, IRS (Retd.)
Email: najibshah@hotmail.com
13. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
14. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on

‘Non-disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Director, FIU-India and recuse himself/herself from that case.

15. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
16. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
17. The Monitor will submit a written report to the Director, FIU-India within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.
18. If the Monitor has reported to the Director, FIU-India, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, FIU-India has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
19. The word **“Monitor”** word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all other Bidder six (6) months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, FIU-India.

Section 10: Other Provisions

20. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
21. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
22. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
23. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
24. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
25. In the event of any contradiction between the Integrity pact and its annexure, the clause of the Integrity pact will prevail.

(For & on behalf of the Principal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

(For & on behalf of Bidder/Contractor)

(Office Seal)

4. Annexure IV Letter of Authorization Format

[To be provided by the bidder on company letterhead]

To

Shri Chaitanya Shukla

Additional Director,

Financial Intelligence Unit-India

6th floor Tower II,

Jeevan Bharti Building, Connaught Circus,

New Delhi - 110001

Dear Sir,

Sub: Authorisation letter for attending <Pre-bid meeting/Pre-Qualification bid opening/Technical bid opening/Commercial bid opening>

Ref: Your Tender Ref No. <> dated _____

In reference to RFP No. <> dated <> for Selection of a Consulting Agency to Establish, Operate and Manage the Project Management Unit (PMU) For Financial Intelligence Network 2.0 system of FIU-IND , Mr./Ms.

_____ is hereby authorised to attend the <Pre-bid meeting/Pre-Qualification bid opening/Technical bid opening/Commercial bid opening> for the above RFP No. <> dated _____ on behalf of our organisation.

Yours sincerely,

Authorised Signatory

Name

Designation

Address

Contact Details

Seal

Date

5. Annexure V Format for Performance Bank Guarantee

Date: _____

Bank Guarantee No.: _____

To,

The Director,

Financial Intelligence Unit,

6th floor Tower II,

Jeevan Bharti Building, Connaught Circus,

New Delhi - 110001

Whereas, <name of the supplier and address> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <Insert contract no.> dated. <Insert date> to provide consulting services for <name of the assignment> to <Nodal Agency> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of the Bank> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <address of the local office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. <Insert Value> (Rupees <insert value in words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <insert value in word>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <Insert Value> (Rupees <insert value in words> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <insert expiry date> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Name:

Designation:

Address:

Seal:

Date:

Witnesses: