

E-TENDER FOR EMPANELMENT OF
PRINTING AGENCIES



Issued by:

Corporate Communications Group

Export-Import Bank of India

21st Floor, Centre One Building

World Trade Centre Complex

Cuffe Parade, Mumbai 400005

E-Mail: ccg@eximbankindia.in

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I. INTRODUCTION, PURPOSE AND INVITATION

Export-Import Bank of India (Exim Bank), hereinafter referred to as 'the Bank', having its office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005, invites proposal for 'Empanelment of Printing Agency' for various activities as per the requirements of the Bank.

Interested agencies meeting the eligibility criteria may submit their proposals for empanelment, complete in all respect to Chief General Manager, Corporate Communications Group, Export-Import Bank of India **before 5:00 pm on June 12, 2024.**

The complete proposal in sealed cover superscribed, as 'Proposal for Empanelment of Printing Agency' along with necessary documents is to be submitted to:

Chief General Manager
Corporate Communications Group
Export-Import Bank of India
21st Floor, Centre One Building
World Trade Centre Complex
Cuffe Parade, Mumbai 400005

Incomplete proposals and proposals received after the last date of submission will not be considered.

II. SCHEDULE OF REQUEST FOR PROPOSAL (E-TENDER)

S. No.	Items	Details
1.	Date of Issuing of e-tender	May 24, 2024

2.	Date, Time and Venue for Pre-bid Meeting (Any applicant desirous of attending the pre-bid meeting may please send their request to ccg@eximbankindia.in)	May 30, 2024 04:00 pm – 04:30 pm Exim Bank 21 st floor, Centre One Building World Trade Centre Complex Cuffe Parade, Mumbai 400005
3.	Last Date of Submission of Proposal	June 12, 2024
4.	Place and address for submission of the Proposal	Chief General Manager Corporate Communications Group Export-Import Bank of India 21st Floor, Centre One Building World Trade Centre Complex Cuffe Parade, Mumbai 400005
5.	Bid cost (non-refundable)	` 2,000/- (Rupees Two Thousand Only). Payment by way of Demand Draft, issued in favour of 'Export-Import Bank of India', drawn on any nationalised / scheduled bank, payable at Mumbai, to be submitted with the Bid.
6.	Contact Official	AGM (Sumana Sarkar) 022-22172600 (Extn.: 4290)

1. Any changes in the above schedule will be notified through Exim Bank's website under <http://www.eximbankindia.in/tenders-and-notices>.
2. The Bank may extend the last date for the receipt of E-TENDER Bids.
3. The Bids will be opened by the Evaluation and Selection Committee for Empanelment (ESCE) who will lay down the evaluation criteria, conduct the evaluation of responses to E-TENDER and finalize the list of empanelled agencies.
4. The Bank reserves the right to cancel the E-TENDER at any time without assigning any reasons.
5. The Applicant shall bear all costs associated with the preparation and submission of the bids. The Bank will in no case be held liable for those cost, regardless of the conduct, outcome or cancellation of the empanelment process.

The Eligibility & Technical Bids will be opened by the Evaluation and Selection Committee for Empanelment (ESCE).

III. DISCLAIMER

- (i) The information contained in this E-TENDER document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form/ email issued for the eligible and interested bidders, by or on behalf of the Bank, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this E-TENDER document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This E-TENDER document does not purport to contain all the information that a Bidder may require. It is not possible for the Bank and its employees to consider the business/ investment objectives, financial situation and particular needs of each Bidder, who reads or uses this E-TENDER document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this E-TENDER document and wherever necessary they should obtain independent advice from appropriate sources. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this E-TENDER document.
- (ii) This E-TENDER is neither an agreement nor an offer by Exim Bank, but an invitation or responses to the issues pertaining to any service by the Bank as contained in this document. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the E-TENDER process unless and until a formal agreement is signed and executed by duly authorized officers of the Bank and the finally selected Bidder. It may be noted that issuance of E-TENDER does not confer any right to be invited to participate further and the Bank shall have unfettered rights and discretion in its decision regarding such matters and finalization or completion of further steps in respect of the E-TENDER.
- (iii) The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank's website. It is also understood and agreed by the Bidder(s) that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.
- (iv) The Bank reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any

reason thereof. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the E-TENDER, presentations and contract negotiation processes.

IV. DEFINITIONS

- (i) "The Bank", "the client" or "Exim Bank" means without limitation the "Export-Import Bank of India", set up by an Act of Parliament, the Export-Import Bank of India Act, 1981, and wholly owned by Government of India, established for the purpose of financing, facilitating and promoting India's foreign trade, having its Head Office at 21st Floor, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005.
- (ii) "Agency", "Firm", "Company", "Bidder", "Applicant" means any entity or person or associations of persons who submit their proposals for providing Services to the Bank in accordance with this E-TENDER.
- (iii) "Assignment / job / services" means the work to be performed by selected Agency pursuant to the Contract.
- (iv) "Contract" or "Agreement" means the document in a format approved by the Bank, to be executed between the Bank and the selected/successful empanelled bidders as per this E-TENDER for the services as per the terms and conditions approved by the Bank and in accordance with the Terms of Reference (TOR). Any Agreement shall be deemed to incorporate, as schedules, this E-TENDER, all addenda/corrigenda issued by the Bank, the Bid of the successful bidder and mutually agreed modifications thereto.
- (v) "Authorized Signatory" means the person authorized by the company's Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission and finalization.
- (vi) "Acceptance of Tender" means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
- (vii) "Day" means English calendar day.
- (viii) "Business Day" shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India.
- (ix) "E-TENDER" means this Request for Proposal issued by Exim Bank for the empanelment/selection of Full-service Advertising Agencies / PR Agency / Digital Agency seeking proposal from select agencies.
- (x) "Terms of Reference" (TOR) means the document included in the E-TENDER which explains the scope of work, activities and tasks to be performed.

- (xi) "Specifications" means all the functional, operational, performance or other characteristics required of a Product or Service found in this E-TENDER or any of the annexure or addendum to the E-TENDER.
- (xii) "Evaluation and Selection Committee for Empanelment (ESCE)" or "the Committee" refers to the committee constituting the officers of Exim Bank, set up for formulating evaluation criteria, conducting the evaluation of the bids and selecting agencies.
- (xiii) "Specified Personnel" or "Personnel" mean personnel deployed by the Vendor on the project to meet the requirements of the E-TENDER within the timelines as mentioned in the E-TENDER. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this E-TENDER.
- (xiv) "Party" and "Parties" mean each of the parties i.e., Exim Bank and Selected bidder are collectively referred to as the "Parties" and individually as a "Party".
- (xv) "Timelines" means wherever timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
- (xvi) "Clarifications" means Addenda, corrigenda and clarifications to the E-TENDER
- (xvii) "Default Notice" shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- (xviii) "Deliverables & Services" means all services and deliverables as per the Scope of Work of this E-TENDER.
- (xix) "Proposal or Bid or Application" means the bidder's written reply or submission in response to this E-TENDER signed by his Authorized signatory.
- (xx) "Financial Bid" means "Commercial Bid" and vice versa.
- (xxi) "Selected Bidder" or "Selected Agency" or "Empanelled Agency" means agency selected through the process enumerated in this document.

V. ABOUT EXIM BANK

Export-Import Bank of India (Exim Bank) was set up in 1982 by an Act of Parliament for financing, facilitating and promoting India's foreign trade. It is the principal financial institution in the country for coordinating the working of institutions engaged in financing exports and imports and is fully owned by the Government of India.

The Bank provides financial as well as value-added services to Indian exporters. Assistance is given to export-oriented units by way of term loans for setting up new production facilities, expansion/modernization or upgradation of existing facilities and for acquisition of production equipment or technology. The Bank lays special emphasis on extension of Lines of Credit to overseas entities, national

governments, regional financial institutions and commercial banks. The Bank extends Buyers' credit and Suppliers' credit to finance and promote India's exports and also has a programme called the Buyer's Credit under National Export Insurance Account (NEIA) to facilitate medium- and long-term exports from India.

The Bank has a Marketing Advisory Services programme, to assist Indian companies in identification of prospective business partners, facilitating placement of final orders and also identification of opportunities for setting up projects or for acquisition of companies overseas. The service is provided on a success fee basis.

Exim Bank supplements its financing programmes with a wide range of value-added information, advisory and support services, which enable exporters to evaluate international risks, tap export opportunities and improve competitiveness, thereby helping them in their globalisation efforts. For more information, visit www.eximbankindia.in.

VI. STATEMENT OF PURPOSE

This E-TENDER is being published by the Bank for empanelment of minimum four (4) Printing agencies. The respective agencies will work with the Bank for the scope of work mentioned in this E-TENDER, when and if empanelled / appointed by the Bank.

VII. STATEMENT OF OUTCOME

The selected / empanelled agencies will work with the Bank for the defined scope of work to strengthen and position the brand visibility, as desired, for a period of three years, subject to review of performance on an annual basis.

VIII. SCOPE OF WORK

Scope of Work for Printing Agency

The scope of work/engagement for Printing Agency shall be, but not limited to, as specified in Annexure 1A of this E-TENDER.

IX. ELIGIBILITY CRITERIA

Only those Bidders /Agencies meeting the following eligibility (minimum) criteria as on the date of E-TENDER are eligible to apply. Bidders/Agencies not meeting the eligibility criteria will not be considered for further evaluations.

- (i) Eligibility Criteria and required supportive documents thereof for Printing Agency to be enclosed with the proposal as per Annexure 1B of this E-TENDER.

Each bidder acknowledges and accepts that the Bank may, in its sole discretion, apply whatever criteria it deems appropriate in the selection, not limited to those selection criteria set out in this document.

X. E-TENDER EVALUATION & SELECTION PROCESS

Exim Bank will constitute an Evaluation and Selection Committee for Empanelment (ESCE) comprising of officers of the Bank to evaluate the responses of the bidders. The decision of the ESCE in the evaluation of responses to the E-TENDER shall be final. No correspondence will be entertained on the process of evaluation with the ESCE.

E-TENDER Evaluation and Selection shall be a two-stage process for the empanelment of four Printing agencies given as under:

Evaluation Stage	Base Score	Qualifying Score	Outcome
Stage 1: Technical Evaluation	70	35	Bidders scoring above 35 are eligible to participate in stage II
Stage 2: Presentation	30	15	After combining scores of Stage I & II, top four scorers will be empanelled.

Stage 1: Checking of eligibility & Technical Evaluation

All proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned in Point IX of this E-TENDER.

1. Agencies meeting the eligibility criteria would be considered by the ESCE for "Technical Evaluation Stage 1". All eligible bidders shall undergo Technical Evaluation Stage 1 based on scoring pattern mentioned in this E-TENDER in the following para.
2. Bidders scoring above 35 shall be shortlisted for the next step that includes making a presentation before the ESCE designated committee at the Bank's Head Office in Mumbai.
3. In case of tie in the fourth position, all bidders in tie position on the fourth rank will be taken for the Pitch Presentation stage.

The date for presentation will be intimated to the short-listed agencies by e-mail/telephone. Agencies that are not shortlisted will not be intimated at this stage.

Technical Evaluation Stage 1: Scoring Pattern

S. no.	Criteria	Full-service Printing Agency	
		Parameter	Marks
1	Turnover in FY 2022-23	6-12 Cr	2
		12-18-Cr	4
		18-24 Cr	6
		24-30 Cr	8
		36 Cr +	10
2	List of Banking, Financial services and insurance (BFSI) clients handled	2	3
		4	6
		6	9
		8	12
		10 & above	15
3	No of years in printing sector	5 – 6 years	3
		6 – 7 years	6
		7 - 8 years	9
		8 – 9 years	12
		9 years +	15
4	No of Staff	8	1
		12	2
		18	3
		20	4
		25 +	5
5	Proximity to Exim Bank's Head office in Mumbai	Within 15 Kms	1
		Within 12 Kms	2
		Within 09 Kms	3

		Within 06 Kms	4
		Within 3 km	5
6	No of Printing machineries	2	2
		4	4
		6	6
		8	8
		10 +	10
7	No of Typesetter (English and Hindi)	1	2
		2	4
		3	6
		4	8
		5 +	10
	MAXIMUM TOTAL		70

Stage 2: Pitch Presentation

Out of the eligible agencies, the scorers scoring above 35 each will participate in the Pitch Presentation Process. These shortlisted agencies will be judged on the parameters such as Innovation Printing techniques used (**10 marks**), Samples of the past work (**10 marks**), Ideas to enhance the quality of printing for the Bank's publications (**10 marks**) by the committee.

Agencies would be scored for the Pitch Presentation on a base of 30 marks on several parameters forming part of a pitch evaluation scorecard. Minimum of 15 Marks will be required to qualify in the pitch presentation.

Combined score of Technical Stage 1 and Technical Stage 2 shall be aggregated on a base of 100 Marks based on which four printing Agencies will be empanelled.

XI. TERMS OF ENGAGEMENT

- (i) The selected agency term will be for a period of 2 years which may be further extendable up to 1 year (or maximum of three years from award of contract/signing of agreement), if the performance/service is found satisfactory. The agencies will also be evaluated on their satisfactory performance annually.
- (ii) From the time the proposals are opened to the time the engagement is confirmed, agencies should not contact the Bank or any of its officers/employees or representatives on any matter

related to its proposal with a view to influence the Bank in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the agency/agencies proposal/s.

- (iii) The appointed agency will have to execute a 'contract of engagement' with Exim Bank in the format approved by the Bank, which will be delivered to them after their selection.
- (iv) The agency shall have the right to terminate the contract by way of issuing three months' notice during the currency of the engagement.
- (v) The agency or its personnel shall not disclose any confidential/vital information which are disclosed /provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of the Bank and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency will be required to sign a non-disclosure agreement with the Bank.
- (vi) In case the agency closes any of its offices or changes key personnel assigned to Exim Bank, it should immediately inform the Bank about the fact in writing and make replacements / alternate arrangements immediately.
- (vii) Exim Bank shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally the agency shall get it confirmed immediately from the Bank at the earliest in writing to avoid misunderstanding.
- (viii) The Agency shall abide by all relevant rules and regulations of the government and industry bodies. The agency shall be responsible for adhering to professional standards, norms and regulations and must ensure that each activity conducted by them on behalf of the Bank is honest, truthful and conforms to the aforesaid requirement. The agency shall not conduct any activity without the approval and go ahead of Exim Bank. The agency shall be responsible for maintaining the highest standards of ethics of the industry.
- (ix) The Agency should be sincere and prompt in responding to the requests of the Bank. All jobs would be expected to be completed in a time bound manner and with all required information so as to avoid delay or duplication. The agency should be able to execute orders at short notices and even on holidays, should the need so arise.
- (x) Exim Bank's dealing with the Agency shall be on a principal- to- principal basis and the Bank shall have no liability to pay any media or suppliers for anything done by the agency unless explicitly stated or agreed otherwise.
- (xi) The rates approved by the Bank for any paid services shall be treated as final. In case of any revision thereof due to any reason, the agency shall intimate the same to the Bank immediately and seek fresh approval of the Bank.
- (xii) All creative ideas and material developed by the agency as per the Bank's brief will be owned by the Bank and the agency shall return all artworks, films (including raw files and footages),

music tracks, CDs / hard drives in which any of these materials are stored, photographs and any other related material or any other such material given to the agency by the Bank for any use whatsoever, shall be returned to the Bank.

- (xiii) Exim Bank reserves the right to withdraw the E-TENDER or delete/amend/change/modify any clause(s) mentioned herein at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal/amendment/modification.
- (xiv) Withdrawal of E-TENDER would be done by way of a letter by Exim Bank to all agencies who submitted proposals, either on their addresses provided on the proposal or via email or by way of notice on the Bank's website.
- (xv) The agency shall indemnify Exim Bank against any action or proceedings brought against the Bank by reason of omission/ commission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The agency shall be liable for any of its or its employees / agents' actions that are detrimental to the interest of the Bank and the quantum of damages for the same will be decided by the Bank which will be final and binding on the agency. The Agency shall also indemnify the Bank in respect of any third-party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services provided by the Agency to the Bank.
- (xvi) Exim Bank reserves the right to invite other shortlisted agencies if the selected agency is unable to meet the requirements of the Bank at the time of signing the agreement or any time during the course of the validity of agreement, should the agency not deliver to the Bank's expectations.
- (xvii) The Proposal must be strictly as per Technical Bid Application, as applicable) and photocopy of all required documents should be attached as duly marked/ numbered enclosures. A list of required documents that needs to be enclosed with bid application and their tag nos. are given at the end of bid application/proposal and these should be arranged in this order only. All photocopies attached with bid application should be verified by the authorized signatories under the signature and agency's/company's seal.

XII. INTEGRITY PACT

This e-tender for an empanelment of Printing Agencies is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with Exim Bank, on a stamp paper of ` 500, would be eligible to participate in the bidding.

The draft of "Integrity Pact" is available in this E-TENDER as Format-16. As per CVC Circular No 015/VGL/091 dated 13.01.2017 of Revised Standard Operating Procedure (SOP) under clause No. 2.02: "Integrity pact, in

respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings”.

Integrity Pact (IP) duly signed by the authorized official of the Bank and the bidder, will form part of the contract. All the pages of the Integrity Pact shall be duly signed by the same authority. Bidder's failure to return the Integrity Pact along with the bid, duly signed may lead to outright rejection of such bid.

XIII. BID SUBMISSION PROCEDURE

Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this E-TENDER/tender and subsequent modification(s) to this tender, if any. The original Bid shall be typed on 8.27” by 11.69” (A4 size) paper in indelible ink.

Packet – Technical Proposal for “Selection / Empanelment of Printing Agency for Export-Import Bank of India”

The Technical bid should be spiral bound. The index of the bids should clearly state the list of documents requested in the technical bid. The documents to be submitted along with Bid Application Form must be arranged in the order as mentioned in ‘Check list for the enclosures to be attached with Technical Bid Application.’ All pages in the bid should be numbered in serial order.

The tender fee should be kept in the envelope containing the technical Bid. Any bid not accompanied with the requisite tender fee shall be treated as non-responsive and is liable to be rejected.

AND

The Technical Proposal (Packet) must include the Technical Bid Form A along with the enclosures as per (Formats 1 to 18). The Packet containing Technical Bid should be sealed before putting it in the Outer Packet.

The bid may be rejected if:

- (i) Bid is not signed by the duly Authorized signatory.
- (ii) Bid submitted is unsigned or partially unsigned.
- (iii) An image of signature found pasted on pages instead of wet signature.

- (iv) Scanned bid is submitted.
- (v) Bid cost, Pre-contract Integrity Pact (duly filled and signed), and EMD not enclosed.

XIV. INSTRUCTIONS TO APPLICANTS

General Instructions

- (i) The Bidder may download the E-TENDER documents from Exim Bank's website: <http://www.eximbankindia.in/tenders-and-notice>.
- (ii) The information provided in the e-tender is believed to be true and reliable at the date obtained but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the e-tender.
- (iii) The e-tender provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, Exim Bank 's requirements. Information contained in this e-tender and corrigenda, if any, should be taken as guidelines for Bidders.
- (iv) Response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this e-tender along with its Annexure(s), Clarifications, if any.
- (v) All the terms and conditions and the contents of the e-tender along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
- (vi) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Exim Bank. Any notification of preferred Bidder status by the Bank shall not give rise to any enforceable rights to the Bidder.
- (vii) Exim Bank reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the e-tender entered pursuant to the e-tender and may request for additional information, if required from the Bidder. The Bank also reserves the right to withdraw this e-tender without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that the Bank does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

Cost of Bid

The Bidder shall bear all costs associated with the preparation / submission of bid, presentations / demonstration during technical evaluation of the bid. Exim Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Guidelines for Preparation of Proposals

The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agencies themselves. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

Clarification of e-tender

A pre-bid meeting to clarify queries related to the E-TENDER will be held as per date and time mentioned in Time Schedule for e-tender Process as stated in Point II of this e-tender. Agencies may request clarifications on any clause of the e-tender document at the pre bid meeting. Any such request for clarification must be sent, via email to ccg@eximbankindia.in, with subject line as "e-tender Clarification" before the stipulated date. All such queries by e-mail should be received in the suggested template (Format -17), on or before the time stipulated for the said purpose in the Time Schedule for e-tender process.

The pre-bid meeting shall be held at the stipulated date, time and venue, mentioned in Point II of this e-tender. A maximum of two representatives from the bidders can attend the pre-bid meeting. Exim Bank shall clarify all queries in the pre-bid meeting or may choose to reply by e-mail to individual queries.

However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should Exim Bank deem it necessary to amend the E-TENDER as a result of a clarification or otherwise, it shall do so following the procedure under the next sub point.

Amendment to E-TENDER

At any time prior to the last date for receipt of Bids, Exim Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the E-TENDER Document by issuing corrigendum.

Amendments will be provided in the form of Addenda / Corrigenda to the E-TENDER document, which will be uploaded on the website. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / Corrigenda had been taken into account by the Bidder.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, Exim Bank may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on the Bank's website.

The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on the Bank 's website www.eximbankindia.in under Tender section. Any such corrigendum shall be deemed to be incorporated into this E-TENDER.

Any change in the timelines as decided by Exim Bank will be posted the Bank's website. The Bidders, in their own interest are requested to check the website regularly to know the updates.

Signing of Bid

The E-TENDER shall be signed by the Bidder(s) or a person or persons duly authorized to sign on behalf of the Bidder. The Bid shall be signed by the Bidder(s) or a person or persons duly authorized to bind the Bidder to the E-TENDER. Such authority shall be either in the form of a written and duly stamped power of attorney (Format-1) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the E-TENDER.

All pages of the E-TENDER shall be initialled by the Bidder(s) or person(s) authorized by Bidder(s) for signing the E-TENDER. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the E-TENDER.

Bid Language

The bid shall be in English Language. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Exim Bank shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numeration System.

Rejection of Bid

The Bid is liable to be rejected if:

- (i) The document doesn't bear signature of authorized person.
- (ii) Bids not quoted as per the format and nomenclature given by the Bank
- (iii) It is received through Fax/E-mail.
- (iv) It is received after expiry of the due date and time stipulated for Bid submission.
- (v) Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by the Bank.
- (vi) No Bid shall be rejected at Bid opening, except for late Bids.

Without limiting its rights in law or otherwise, Exim Bank reserves the right in its absolute discretion, at all times, in relation to accepting or rejecting any E-TENDER response, varying or discontinuing the E-TENDER and related processes. The Bank shall not be bound to give reasons for any decision made under this clause and its decision will be final and binding on all respondents to this E-TENDER.

Notification of Award

Exim Bank will notify the successful bidder/s in writing that its proposal has been accepted and send the Letter of Intent and Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by the Bank through mail or registered letter within 15 days from notification of award.

Contacting Exim Bank

From the time of E-TENDER opening to the time of notification of award, if any Bidder wishes to contact Exim Bank for seeking any clarification any matter related to the E-TENDER, it should do so in writing as per Format-18 on email ID mentioned in the Point II.

Revised commercial bid (If applicable)

Exim Bank may call for any additional information/document by way of clarification etc. before the finalization of the bid. Also, during scrutiny of bid, if any technical specification/s and/or scope of work is/are changed or if there is a need of normalization to meet the Bank's requirement, all the bidders will be informed of the same and asked to submit fresh commercial quotation in a separate cover, duly sealed and super scribed "Revised Commercial Proposal for Selection/Empanelment of Printing (Category) Agencies for Export-Import Bank of India". During technical evaluation if any deviation is observed, Exim Bank may decide to accept any deviation at its discretion and decision of the Bank in this matter will be final and binding. However, this will be done before opening of commercial bids.

Payment Terms & Conditions *(Applicable for Successful Bidders)*

- (i) No advance payment will be made by the Bank.
- (ii) Payments will be made only on the agency completing all activities for that phase as per the agreed project plan and phase completion sign off for the same from the Bank.
- (iii) Exim Bank will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.
- (iv) If an invoice is found to have been rendered incorrectly after payment, any underpayment or over payment will be recoverable by or from the Agency, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Bank to the Agency under the contract.
- (v) Exim Bank reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
- (vi) Exim Bank shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price to the selected Agency.
- (vii) The payment will be released by the Corporate Communications Group at Head Office. Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.
- (viii) The agency is also duty bound to report to Exim Bank about any short recovery of taxes, cess, etc. at source. Such reporting to the Bank should also happen at the earliest. In case, agency fails to inform the Bank about such short recoveries of tax, cess, etc. at source, the Bank will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.

- (ix) The agency shall be solely responsible to make payment to third parties contracted by them and media owners.
- (x) Payment towards any additional/Change orders will be due only if any change orders is exercised & approved by Exim Bank and delivered by the Agency.
- (xi) The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Agency OR from performance Bank Guarantee.
- (xii) Following documents will be required to be submitted for release of payment: a. Invoice printed on Agency's own letterhead (with reference of Purchase/Release order; b. description of goods/ services delivered, quantity, unit price, total amount); and c. Proof of payment of Octroi / Entry Tax (wherever applicable).

Taxes and Duties

Agencies will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to Exim Bank, however the Bank will provide requisite letters for road permits.

GST, if any, will be reimbursed only on actuals on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the agency.

Deduction of Taxes at Source

Exim Bank will deduct taxes from the amounts due and payable to the agency wherever applicable. The Bank will provide agency with the statement of any taxes deducted by the Bank on payments under the contract. The agency agrees to reimburse and hold Exim Bank harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between the Bank and the agency.

Contracting

The Bank reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to provision of the CVC and GoI on procurements, and General Financial Rules 2017 for contract management.

Consortiums or sub-contractor

No consortium bidding is allowed. Exim Bank will not consider joint or collaborative proposals that require a contract with more than one prime agency. Bidder needs to fulfil all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

Assignment

The successful bidder shall not assign in whole or in part, the obligations to perform under the contract, except with Exim Bank's prior express consent.

Dispute, Governing Law and Jurisdiction

In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability, the same shall be referred in writing to an arbitrator appointed by mutual consent of both parties whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The agency shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the E-TENDER notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Consequences of Termination of the Selected Bidder

In the event of termination of the selected Bidder due to any cause whatsoever, whether consequent to the stipulated terms of the E-TENDER or otherwise, Exim Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the

execution/continued execution of the scope of the work defined in E-TENDER. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of Exim Bank to invoke the Performance Bank Guarantee and take other actions as defined in this E-TENDER and pursue such other rights and/or remedies that may be available under law or otherwise, subject to providing the bidder a thirty days cure period in writing.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the E-TENDER that are expressly or by implication intended to come into or continue in force on or after such termination.

Confidentiality

The contents of this E-TENDER and the supporting documentation are confidential to the Bank and are provided solely for the purpose of response to the E-TENDER. The bidder shall not, without the written permission of the Bank make any public statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

Copyright Violation and Patent Rights

The Bidder shall undertake to indemnify Exim Bank in respect of all claims arising out of violation of any Patents or Copyrights, for all content supplied by the successful bidder. The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services provided.

Conflict of interest

Exim Bank requires that Agencies provide professional, objective and impartial services and at all times hold the Bank's interest's paramount, strictly avoid conflicts with other Assignment(s)/Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Bank.

Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment.

Indemnity

Agency will undertake to indemnify Exim Bank from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including the Bank) attributable to the agency's negligence or wilful default in performance or non-performance under the contract.

Rights reserved by Exim Bank

- (i) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, Exim Bank reserves the right to debar the Bidder from participating in future E-TENDERS floated for a period decided by the Bank and take any other action as may be deemed necessary including the invocation of EMD/PBG in part or full.
- (ii) Exim Bank reserves the right to accept or reject any E-TENDER and annul the E-TENDER process and reject all E-TENDERS, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by the Bank at its sole discretion.
- (iii) Exim Bank reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.

Contract Period

Unless terminated in accordance with the terms and conditions of this E-TENDER, the duration of the contract period will be three years from date of signing of contract between Exim Bank and the selected bidder. The contract period may be extended for a period agreed upon mutual terms between the Bank and the agency /ices.

General obligations of the parties

The selected bidder will, at all times: (a). Act reasonably in performing its obligations; (b). Diligently perform its respective obligations; and (c). Work together with Exim Bank in a collaborative manner.

Obligations of the selected bidder

The bidder will supply the Services:

- (i) With due skill and care and to the best of the bidder's knowledge and experience;
- (ii) In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
- (iii) Using the Specified Personnel;
- (iv) In accordance with all applicable Laws;
- (v) In accordance with any reasonable directions, in relation to the Services to be provided by the bidder, given by Exim Bank from time to time;
- (vi) 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.

The bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

The bidder will be obliged to work closely with Exim Bank's staff, act within its own authority and abide by directives issued by the Bank and undertake implementation activities.

The bidder will abide by the job safety measures prevalent in India and will free Exim Bank from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

Co-operation with Personnel and entities interacting with Exim Bank

The agency, will, in the performance of the Services: (a). fully co-operate with Exim Bank's Personnel and any other entity interacting with the Bank; and (b). use its best efforts to coordinate its activities so as to support and facilitate, in the Bank's best interests, the timely and efficient completion of all work and other activities to be performed for the Bank by any person.

Change in Constitution

Any Change in the constitution of the firm, etc. shall be notified forth with by the agency in writing to Exim Bank and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

Monitoring progress

- (i) Progress meetings - Regular review meeting will be held between agency and Exim Bank to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during first three months, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by Exim Bank in writing.
- (ii) Reporting - The agency/ices must provide Exim Bank with reports in accordance with the Scope of Work.

Intellectual Property Rights

- (i) Third Party Material - The successful bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third-Party Material available to Exim Bank for the purpose of performance of services under this E-TENDER and resulting contract.
- (ii) Exim Bank ownership of Intellectual Property Rights in Contract Material - All Intellectual Property Rights in the Contract Material shall vest in Exim Bank; to the extent that the Bank needs to use any of the content/designs/creative provided by the agency to receive the full benefit of the Services (including the Contract Material), the agency grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate the content/designs/creative.

Books and records

The agency to keep books and records. The agency will keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail, to enable the amounts payable by the Bank under the contract to be determined; The Agency shall also maintain and retain books and records as mandated by any other law and the same would be made available to the Bank. The agency will bear the costs of complying with this clause

Termination

- (i) Right to terminate - If agency fails to comply with the clause for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, the

Bank may (in addition to its other remedies) terminate the Contract by giving the agency written notice of 15 days.

(ii) Termination and reduction for convenience –

- a. Exim Bank may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services.
- b. On receipt of a notice of termination or reduction of scope, the agency must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect the Bank Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c. If the contract is terminated, the Bank is liable to make payment only for Services rendered before the effective date of termination.
- d. If the scope of the Services is reduced, the Bank's liability to pay the Service Charges or to provide Bank Material abates in accordance with the reduction in the Services.
- e. Exim Bank is not liable to pay compensation under clause c. above for an amount which would, in addition to any amounts paid or due, or becoming due, to the agency under the contract, exceed the total Service Charges payable under the contract. The agency is not entitled to compensation for loss of prospective profits.
- f. The content/creative those are complete and ready for delivery within 30 days after the agency's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining content/creative, the Bank may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to the agency an amount mutually agreed for partially completed content/creative and for materials and parts previously procured by the agency.

(iii) Termination by Exim Bank for default - Notwithstanding what has been stated in the clauses of this E-TENDER, Exim Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency, terminate the Contract in whole or part if the agency fails to deliver any or all of the content / creative / service within the period(s) specified in Scope of Work of the E-TENDER, or if the agency fails to perform any other obligation(s) under the Contract. In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate content / creative / service similar to those undelivered, and the agency shall be liable to the Bank for any excess costs for such similar content / creative / service. However, the agency shall continue the performance of the Contract to the extent not terminated.

(iv) Termination for Insolvency – Exim Bank may, at any time, terminate the Contract by giving written notice to the agency, if the agency becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the agency, provided that such

termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. In case of termination under this clause the Bank is liable to pay for all the services performed by the agency till the effective date of termination.

- (v) After termination - On termination of the contract the agency must: (a) Stop work on the Services; (b) deal with Exim Bank Material as directed by the Bank; and (c) return all the Bank's Confidential Information to the Bank.
- (vi) Survival - The following clauses survive the termination and expiry of the contract: (a) Intellectual Property Rights; (b) Indemnity; (c) Insurance; (d) Confidentiality and privacy; (e) Protection of personal information; (f) Security; (g) Audit and access; (h) Knowledge transfer; and (i) Warranty.
- (vii) Severability - If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as closely as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.
- (viii) Effect of Termination on accrued rights - Termination of the contract does not affect any accrued rights or remedies of a party.
- (ix) Consequences of Termination of the Selected Bidder - In the event of termination of the selected bidder(agency) due to any cause whatsoever, whether consequent to the stipulated terms of the E-TENDER, end of project life or otherwise, Exim Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach. The terminated agency shall support takeover of the services by Exim Bank or a new agency selected by the Bank for continuity of the services during the period of transition. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of Exim Bank to invoke the Performance Bank Guarantee and take other actions as defined in this E-TENDER and pursue such other rights and/or remedies that may be available under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the E-TENDER that are expressly or by implication intended to come into or continue in force on or after such termination.

- (x) Business continuity beyond contract period - At the end of the contract period the agency shall support takeover of the services by Exim Bank, or a new agency selected by the Bank for business continuity.
- (xi) Knowledge transfer - Subject to any qualification or provision to the contrary in the Scope of Work, the agency must provide the following assistance to Exim Bank on termination or expiration of the contract:
 - a. Transferring to or providing Exim Bank access to all information stored by whatever means held by the agency or under the control of the agency in connection with the contract.
 - b. Making Personnel available for discussions with Exim Bank as may be required. The time, length and subject of these discussions will be at the sole discretion of the Bank, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the agency.
 - c. The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

Notices and other communications

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing or by email.

- (i) Service of notices. A Notice must be: (a). In writing, in English and signed by a person duly authorized person of either party; and (b). Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender.

Exim Bank's Address for notices

*Chief General Manager
Corporate Communications Group
Export-Import Bank of India
21st Floor, Centre One Building
World Trade Centre Complex
Cuffe Parade, Mumbai 400005*

Notices served at any address other than above shall not be treated as served or delivered. The successful bidder shall provide the contact details of their officials for similar communication from Exim Bank.

- (ii) Notice effective on receipt - A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received: (a). If hand delivered, on delivery; (b). 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);

XV. MISCELLANEOUS

Varying the Contract

The contract may be varied only in writing signed by each party.

Approvals and consents

Except where the contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under the contract.

Assignment and novation

A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

Waiver

Waiver of any provision of or right under the contract: must be in writing signed by the party entitled to the benefit of that provision or right; and is effective only to the extent set out in any written waiver.

Relationship

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

Announcements

The agency must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain Exim Bank's written agreement to the announcement. If the agency is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the agency must, to the extent practicable, first consult with and take into account the reasonable requirements of the Bank.

Performance Guarantee *(Applicable for Successful Bidders)*

The proceeds of the unconditional and irrevocable performance guarantee shall be payable to Exim Bank as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract. The unconditional and irrevocable performance guarantee will be discharged by the Bank and returned to the issuing Bank with intimation to the agency not later than 60 days following the date of completion of the agency 's performance obligations including any warranty obligations under the contract.

In the event of any contract amendment the agency shall within seven days of receipt of such amendment furnish the amendment to the unconditional and irrevocable Performance guarantee rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including warranty obligations.

XVI. SERVICE LEVEL AGREEMENT (SLA)

The agency has to ensure adherence to delivery of services as per the Scope of Work given in this E-TENDER. Non-adherence will attract penalties. All penalties deducted for violation of SLAs shall be invoked from the PBG/any amount payable to the agency. It may also be required by agency to deposit the penalty amount to the Bank.

Exim Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.

Chief General Manager, Corporate Communications Group

ANNEXURE 1A

Scope of Work for Printing Agencies

The job includes printing of various items which would be procured at Export-Import Bank of India, Corporate Communications Group, Mumbai. The scope of work includes **Printing of In-house magazines, Annual Reports, Calendars, Leaflets, Research Briefs, working papers, Occasional papers, Manuals, Marketing Collaterals, various Booklets, Office printed stationaries, Visiting Cards, Gift carry bags, etc.**

ANNEXURE 1B

Eligibility Criteria for Printing Agencies

S.no.	Eligibility	Supporting Documents Required
1.	Bidder should be a registered agency / firm / company. Proposals from consortiums would not be entertained for this purpose.	A copy of Registration Certificate in the name of bidder.
2.	The minimum turnover of the bidder should not be less than ` 6 crores in each of the last three FY 2020-21, FY 2021-22 & FY 2022-23	Copies of the audited balance sheets and P&L accounts, duly certified by Statutory Auditors, along with the Statutory Auditor's report. Additionally, certificate from CFO / CA that Gross Income is from advertising only.
3.	Bidder should be in the business of printing for last 5 years.	A copy of Memorandum/Articles of Association or Partnership Deed in the name of bidder.
4.	Bidder should have full-fledged office at Mumbai.	A copy of latest Landline MTNL or BSNL phone bill /Electricity bill/ Registration with shop and cities establishment Dept. / Registered rent or lease agreement in the name of bidder.
5.	Bidder should have statutory registration(s) with Tax and other compliance authority.	A copy of PAN/TAN/ VAT/Service Tax /GST Registration No. (whichever applicable) in the

		name of bidder.
6.	Bidder should have reputation in industry and experienced management in the field.	Copies of work order for major work done during the last three financial years along with sample of the work done.
7.	List of Employees – Department wise viz. DTP, Admin, dispatch etc. & break up of Permanent or on retainer ship basis employees.	As per Format 4
8.	Bidder's / Agency's client mix – Should be currently handling minimum 02 reputed brands [combination of MNCs and Large Indian Corporate] and currently on panel of at least 02 Public Sector Undertakings or 02 Company in Banking, Financial Services and Insurance (BFSI) sector.	A copy of agreement / letter from each of the 5 clients regarding their engagement with bidder to be submitted.
9.	Agency should not have been blacklisted / debarred by any organization or industry body, and agency should not have been in litigation that may affect delivery of service to the Bank.	Bidder has to submit an undertaking to this effect on the prescribed Format 7
10.	In house Machineries	Copy of technical specifications / purchase invoice of the machinery

Disqualification: Agencies who do not fulfil any of the above criteria shall be disqualified.

Form A

TECHNICAL BID / PROPOSAL APPLICATION FOR PRINTING AGENCY

S. no.	Parameters	Particulars / Descriptions
1	Name of the bidding agency	
2.	Name, e-mail, mobile no., of the official from the bidding agency for	

	sending communication for this bidding process	
3.	Address of the Head Office of the Agency	
4.	Total Number of Offices of the Agency in India (Mention locations also)	
5.	Primary Business of the Bidding Agency	
6.	Date of Establishment	
7.	Years of agency experience	
8.	Name of founding member of the bidding agency (Give name of all members. In case founding member is no more with the agency, mention reason, with year of exit)	
9.	Name of bidding agency's key personnel in the category applied for: a) Chief (Category) b) Chief Executive Officer c) Account Planning Head d) Account Management Head e) Any other Designation	
10.	Total Employees, along with number of skilled employees engaged in the category applied for	

11.	Special mention, if any, about professional excellence of the Personnel in S.no. 10 (not more than 100 words)		
12.	Financials of the Agency: FY 2020-21 FY 2021-22 FY 2022-23	Gross Income	निवल लाभ Net Profit
13.	Complete list of agencies [Format –10] current clients (in the category applied for)		
14.	List of clients acquired during last 5 years in the applied category	[Format –11]	
15.	List of the clients lost during last 5 years in the applied	[Format –12]	
16.	Details of litigations against the agency, If any		
17.	Website of the agency		
18.	Details of equipment / machinery		

SIGNATURE OF AUTHORIZED PERSON/ PROPRIETORS: _____

SIGNED AT _____ DATED _____

BY _____

DESIGNATION _____

FOR _____

SEAL OF AGENCY _____

CHECK LIST FOR THE ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION

Mark as enclosure	Description of the documents to be attached
1.	Form A
2.	Bid Cost (Demand Draft / Pay Order)
3.	Authorization letter (as per Format - 1 of the E-TENDER)
4.	Technical Bid submission letter (as per Format - 2 of the E-TENDER)
5.	Certificate of Registration of Agency/Firm
6.	Documents related to constitution of Agency (Memorandum /Articles of association/ Partnership Deed etc.)
7.	Address proof of Mumbai and Other Offices (latest landline phone bill/ electricity bill / Registration with Shop & establishment Dept. / registered rent agreement / lease deed) (As per Format - 3)
8.	Details of Employee strength and infrastructure (As per Format - 4)
9.	Details with photocopy of statutory registrations / certificates (as per Format- 5)
10.	Copy of Audited Balance sheet of Agency/firm for last 3 years

11.	Auditor's Certificate regarding financials (as per Format – 6)
12.	Declaration by Agency/Firm regarding overdue etc. (as per Format -7)
13.	Status regarding litigations agency / firm has (as per Format -8)
14.	Integrity Pact [as per Format – 9]
15.	Complete list of agency's current clients (as per format-10)
16.	List of the clients acquired during last 5 years (as per Format-11)
17.	List of clients lost during last 5 years (as per Format-12)
18.	List of top 5 clients of the Agency (as per Format – 13)
19.	Total list of clients of the Agency (past and present)
20.	Sample of major campaigns handled in the applied category, if any for single products / services / brand in the last financial year
21.	Self-Declaration / Undertaking (as per Format-14)
22.	Non-Disclosure Agreement (as per Format – 15)
23.	Performance Bank Guarantee (format -16)
24.	Any other enclosure(s)

Bidders are required to submit technical bid proposal, along with the enclosures arranged in above given order and bounded spirally.

Authorization to sign documents * pertaining to bid submission against E-TENDER

For Engagement of printing Agency in Export-Import Bank of India

[To be given on agency/firm/company letter head]

It is certified that Agency/firm M/s..... having its registered office at..... is submitting a bid proposal against E-TENDER for engagement of(category) agency in Export-Import Bank of India.

In connection with the above Shri..... working with the company as.....has been duly authorized to sign bid proposal documents or any other documents related to this bid submission.

Agency/firm is liable of the consequences arising by the act of signing bid documents by

Shri.....

Signature :.....

Name of Signatory:.....

Designation :.....

Seal of Agency/firm/company Date :.....

Place :.....

* If agency is a company, certified copy of the extract of Company's Board Resolution to this effect shall be required.

For engagement of printing Agency in Export-Import Bank of India

Technical Bid Submission letter (on Agency's letter head)

To,

Chief General Manager

Corporate Communications Group

Export-Import Bank of India

Centre One Building, Floor 21, World

Trade Centre Complex, Cuffe Parade,

Mumbai 400 005

Sir,

FOR ENGAGEMENT OF PRINTING AGENCY SUBMISSION OF BID

We submit our Bid/Proposal herewith. In this connection, we understand and agree that:

1. Exim Bank is not bound to accept the lowest or any bid received by the Bank, and it may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by Exim Bank to do so, a contract in the prescribed form.
3. If our Bid is accepted, we shall be jointly and severally responsible for the due performance of the contract.
4. Exim Bank may accept or entrust the entire work to one agency or divide the work to more than one agency without assigning any reason or giving any explanation whatsoever, as per the Bank's requirement.
5. Exim Bank can, on its sole discretion, conduct independent due diligence in respect of the information furnished in bid/proposal or any document(s) attached thereto.

This bid/proposal comprises of totalpages, and enclosures marked as enclosure-1 to enclosure-....

We have carefully gone through the Scope of Work contained in the above referred E-TENDER document. We declare that all the provisions of this E-TENDER are acceptable to us. It is further certified that the undersigned is the authorized signatory and is, therefore, competent to make this declaration.

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of agency/firm

Format – 3

(On Agency's letter head)

CATEGORY: PRINTING

TO WHOM SO EVER IT MAY CONCERN

This is to certify that this Agency has below mentioned offices in India, documentary proof of which are annexed hereto.

S. no.	Name of City	Office Address	Documentary Evidence attached (latest landline phone bill / electricity bill / Registration with Shop & Establishment Dept. / registered rent agreement / lease deed)

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On Agency's letter head)

CATEGORY: _____

TO WHOM SO EVER IT MAY CONCERN

This is to certify that this Agency has below mentioned employee position and office infrastructure in offices in India:

A: Employee Strength

S. no.	Type of Employees	No. of Employees
1	Total Employees	Mumbai; Other Cities:
2	Skilled employees in the category applied for	Mumbai: Other Cities:
3	Key persons in the category applied for	Mumbai: Other Cities:

B: List of available Infrastructure

S. no	Particulars of infrastructure applicable for the applied category	Mumbai office	Other cities

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On Agency's letter head)

CATEGORY: _____

TO WHOM SO EVER IT MAY CONCERN

This is to certify that this Agency has below given statutory registrations, photocopy of which are annexed hereto.

S. no.	Registration for	Registration no.	Date of Registration
1.	PAN		
2.	TAN		
3.	GST		
4.	Others		

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On the letter head of Auditors / Chartered Accountants)

CATEGORY: _____**CERTIFICATE**

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. having its Registered Office had achieved the following level of Turnover / Gross Income / Net profits in respect for the financial years mentioned hereunder:

Particulars	2020-21	2021-22	2022-23
Turnover (for the applied category)			
Gross Income (for the applied category)			
Net Profit			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signature of Auditors / Chartered Accountants

Name:

Seal:

Place:

Date:

(On Agency's letter head)

CATEGORY: PRINTING

Declaration-cum-Certificate regarding Clean Track Record

TO WHOM SO EVER IT MAY CONCERN

This is to certify that this Agency has no overdue owing to any Agency / Central / State Government / Public Sector Undertakings / Banks any other corporates / any regulatory authority or any other organization.

It is also certified that our Agency has not been blacklisted by any Central /State Government / Public Sector Undertakings / Banks, any other corporate / any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in enclosure attached to the bid/proposal, which may have an impact affecting or compromising the delivery of services required.

We undertake to keep Exim Bank informed of any changes in our status in respect with the above certifications subsequent to the deadline for Application submission or at any time during the tenor of our empanelment / appointment.

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On Agency's letter head)

CATEGORY: PRINTING**Status of Litigations Pending pertaining to the Bidder**

TO WHOM SO EVER IT MAY CONCERN

S. no.	Other party to litigation	Case no.	Status of bidder in litigation (Applicant / Respondent)	Briefs of litigation

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

Not Applicable

Annexure

INTEGRITY PACT

(On Rs. 500/- Non- Judicial Stamp paper)

Between

Export-Import Bank of India (India Exim Bank) a corporation established under the Export-Import Bank of India Act, 1981, and having its head office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005 hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Applicant/Contractor**”

Preamble

The Principal intends to award, under laid down Organizational procedures, contract/ for _____”. 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 Applicant(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Applicant(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Applicant(s) / Contractor(s) commit themselves to observe the

following principles during participation in the E-TENDER process and during the contract execution.

- a. The Applicant(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the E-TENDER process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the E-TENDER process or during the execution of the contract.
 - b. The Applicant(s)/ Contractor(s) will not enter with other Applicants 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 Applications or any other actions to restrict competitiveness or to introduce cartelization in the process.
 - c. The Applicant(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Applicant(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Applicant(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Applicant(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Applicant(s)/ Contractor(s) will, when presenting their Application, disclose any and all payments made, are committed to or intends to make to agents, broker or any other intermediaries in connection with the award of the contract.
 - f. Applicant(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.
 - g. In case the contract permits sub-contracting by the Applicant(s)/ Contractor(s), then the Contractor shall take responsibility of the adoption of Integrity Pact by the sub-contractor(s) and to ensure that all sub-contractor(s) also sign the Integrity Pact. In case of the sub-contractor(s), the Integrity Pact will be a tri-partite arrangement to be signed by the organization, the Contractor and the sub-contractor.
- (2) The Applicant(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Sanction 3 - Disqualification from E-TENDER process and exclusion from future contracts

If the Applicant(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Applicant(s)/ Contractors(s) from the E-TENDER process.

Sanction 4 – Compensation for Damages

- (1) If the principal has disqualified the Applicant(s) from the E-TENDER process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages as deemed fit.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages as deemed fit.

Section 5 - Previous transgression

- (1) The Applicant declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the E-TENDER process.
- (2) The Applicant also declares that there are no transgression that have occurred before the three years period mentioned in the clause 5 (1) above which are pending conclusions before the competent authority of any other public/government organisation.
- (3) If the Applicant makes incorrect statement on this subject, he can be disqualified from the E-TENDER process.

Section 6 — Equal treatment of all Applicants / Contractors / Subcontractors

- (1) In ease of Sub-contracting, the Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.
- (3) The Principal will disqualify from the E-TENDER process all Applicants who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Applicant(s) / Contractor(s) / Subcontractor(s)

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

Section 8 - Independent External Monitor

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

are given below;

Mrs. Anita ChaudharyIAS (Retd.) Block T, 28/11, DLF III Gurgaon – 122002 Email – IEM@eximbankindia.in	Mrs. Rajni Sekhri Sibal IAS (Retd.) C-4, Tower No. 3, New Moti BaghNew Delhi – 110 023 Email – IEM@eximbankindia.in
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The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Applicants/Contractors as confidential. He/ she reports to the Managing Director (MD), India Exim Bank.
- (3) The Applicant(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Applicant(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), India Exim Bank and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Managing Director (MD), India Exim Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director (MD), India Exim Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), India Exim Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium member.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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

(For & On behalf of Applicant/Contractor)

Place_____ Date:_____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

(On Agency's letter head)

CATEGORY: PRINTING**Total List of current Clients of the Agency in the category applied for**

TO WHOM SO EVER IT MAY CONCERN

S. no.	Name of Client	Sector (PSU / BFSI / Others, specify)	Since year (in chronological order)

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On Agency's letter head)

CATEGORY: PRINTING**List of Clients Acquired in the category applied for during last 5 years**

TO WHOM SO EVER IT MAY CONCERN

S. no.	Name of Client	Acquired in (in chronological order)

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On Agency's letter head)

CATEGORY: PRINTING

List of Clients lost in the category applied for during last 5 years

TO WHOM SO EVER IT MAY CONCERN

S. no.	Name of Client	Year in which lost (in chronological order)	Reason for losing client

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On Agency's letter head)

CATEGORY: PRINTING

List of Top 5 Current Clients of the Agency in the category applied for

TO WHOM SO EVER IT MAY CONCERN

S. no.	Name of Client	Turnover of Client	Documentary Evidence Attached

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On Agency's letter head)

CATEGORY: PRINTING

This is to certify that this agency M/s... is submitting a bid against E-TENDER dated..... for engagement of (Category) Agency in Export-Import Bank of India. Agency has authorized Shri Resident ofto submit bid proposal and complete other formalities on its behalf in the capacity of.....

Accordingly, it is certified and undertaken as under:

1. Agency is eligible to apply / submit bid against mentioned E-TENDER.
2. Agency meet all sets eligibility criteria as mentioned in Section-9 of the E-TENDER.

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On non-judicial stamp paper)

DRAFT OF NON-DISCLOSURE AGREEMENT

This agreement made and entered into at _____ this _____ day of _____

BETWEEN

Export-Import Bank of India, set up by an Act of Parliament, the Export-Import Bank of India Act, 1981, and wholly owned by Government of India, established for the purpose of financing, facilitating and promoting India's foreign trade, having its Head Office at 21st Floor, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005 (hereinafter referred to as "the Bank" or the "Disclosing Party" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

_____ (hereinafter referred to as the "Receiving Party" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHER PART

The Receiving Party and the Bank are hereinafter collectively referred to as "The Parties" and individually as "the Party"

WHEREAS:

The Parties intend to engage in discussions concerning the possible establishment of a business relationship between themselves and the Receiving Party is seeking to be empanelled as (category) agency in relation to the Request for Proposal issued by the Disclosing Party for the said empanelment ("Transaction"). In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to understand the business of the Disclosing Party and evaluate the feasibility and / or submit their proposals for such Transaction (hereinafter referred to as "the Purpose").

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

1. Confidential Information: "Confidential Information" means all information disclosed/furnished by the Disclosing Party to the Receiving Party in connection with the

Transaction. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose. Upon execution of this Agreement, the Disclosing Party agrees to first disclose the names of the Credits for clearance with the Receiving Party's compliance team, prior to disclosure of any other Information.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) is rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) is developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is disclosed pursuant to an order of a court or governmental agency or regulatory authority as so required by such order, provided that the Receiving Party shall, to the extent permitted by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Non-disclosure: The Receiving Party shall not disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party, or its affiliates, or their directors, auditors who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its advisors, consultants, financiers, co-investors only for the Purpose mentioned hereinabove and only if such persons have executed a Non-Disclosure Agreement with the Receiving Party or owe a professional duty of obligation to the Receiving Party. The Receiving Party shall take appropriate measures by instruction prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party promptly if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of terms of this Agreement.
3. Publications: Except as permitted herein, neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof,

other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term: This Agreement shall be effective from the date hereof and shall continue in perpetuity or till the execution of a definitive agreement in relation to the Transaction with the selected agencies. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any or all disclosures of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof save to the extent required to be retained pursuant to applicable law and regulation. The Receiving Party shall continue to treat Confidential Information as confidential until such information enters the public domain.
5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information.
6. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees, in addition to all other remedies provided at Law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.
7. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire Agreement between Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
8. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India and subject to the jurisdiction of the competent courts at Mumbai.
9. General: In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any

particular purpose or infringement of trademarks, patents, copy rights or any right of third persons.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and behalf of Export-Import Bank of India

(Designation)

For and behalf of _____

(Designation)

Performance Bank Guarantee

This Deed of Guarantee executed by the _____ (Bank name) (hereinafter referred to as "the Bank") in favour of Export-Import Bank of India (hereinafter referred to as "Exim Bank"), set up by an Act of Parliament, the Export-Import Bank of India Act, 1981, and wholly owned by Government of India, having its Head Office at 21st Floor, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005 for an amount not exceeding `_____ (Rupees _____ only) at the request of (Supplier's Name & Address) _____ (hereinafter referred to as the "Supplier"), who has been selected as successful bidder in the E-TENDER dated <*> and is required to submit performance bank guarantee in terms of the aforesaid E-TENDER.

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, up to a total amount of `_____ (In Words - Rupees _____ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of `_____ (Rupees _____ only). Exim Bank need not prove or show grounds or reasons for the demand of any part or the full amount of guarantee.

This Bank Guarantee will be valid for a period up to _____ (for a period of <*> from the date of contract).

The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise. This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier.

We hereby confirm that we have the powers to issue this guarantee in your favour under the Constitution and business procedure of the Bank and the undersigned is/are the recipient of authority by express delegation of powers and has/have full powers to execute this performance bank guarantee.

Dated at _____ this _____ day of _____ 2024

Sealed & Signed by the Bank

<*> months from date of contract for Performance Bank Guarantee from the date of Contract

