



August 10, 2024

**Corrigendum-1:- Insurance Policy on Property & Miscellaneous Policies of the EXIM BANK**

With reference to RFP no. GEM/2024/B/5252121 dated August 05, 2024, “Insurance Policy on Property & Miscellaneous Policies of the EXIM BANK”. The bidders are advised to consider following amendments /corrigendum before submission their bids against this tender.

RFP Page No.	RFP Point No.	Previous RFP Section/Clause					Modified RFP Section/Clause				
		Public Liability	AOA- 10000000 AOY- 10000000	Public liability	INR 10Lac	INR-	Public Liability	AOA- 1Cr. AOY- 4 Cr.	Public liability	INR 4 Cr.	INR-
12	12										

**Revised timelines:**

Last Date and Time for submission	August 19, 2024, 11.00 AM
Opening of Tender	August 19, 2024, 11.30 AM

All other terms and conditions of the tender document will remain unchanged. The tender document is available on GeM portal.

Sd/-

General Manager



**REQUEST FOR PROPOSAL FOR**

Insurance Policy on Property & Miscellaneous Policies of the EXIM BANK

**For Period of 1<sup>st</sup>-Sep-2024 to 31<sup>st</sup>- Aug-25**

**Year 2024-25**

**Head Office**

**Export-Import Bank of India Center One Building, 21st Floor**

**World Trade Centre Complex, Cuffe Parade, Mumbai – 400005**

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## QUOTATION BID NOTICE

Export-Import Bank of India (India Exim Bank), a corporation established under the Export-Import Bank of India Act, 1981 and having its registered office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites Applications from eligible IRDA Licensed General Insurance Companies operating in India, who provides **Property & Miscellaneous Insurance Policies** to the Bank.

1. India Exim Bank has authorized **M/s Aditya Birla Insurance Brokers Ltd.**, to solicit proposals through a two-stage bidding process (comprising Eligibility and Financial Bids) from IRDA licensed General Insurance Companies operating in India
2. Applications are invited through Govt. e-Market Place (GeM Portal). E-tender is the process by which document submission is carried out using the internet and associated technologies in a faster more secure environment.
3. Registration can be done online by visiting:  
<https://gem.gov.in/>
4. Bid Document can be downloaded from GeM portal and Bank's corporate website <https://www.eximbankindia.in/tenders-and-notice>. Interested bidder are requested to refer the mentioned eligibility criteria and other terms and conditions.

<b>Contact Persons – ADITYA BIRLA INSURANCE BROKERS LTD.</b>		
Abhishek Ranjan	<a href="mailto:abhishek.ranjan8@adityabirlacapital.com">abhishek.ranjan8@adityabirlacapital.com</a>	9594294567
Ganesh Awhad	<a href="mailto:ganesh.awhad@adityabirlacapital.com">ganesh.awhad@adityabirlacapital.com</a>	9594943300
Prashant Joshi	<a href="mailto:prashant.joshi@adityabirlacapital.com">prashant.joshi@adityabirlacapital.com</a>	9702039896

<b>Contact Persons – India Exim Bank</b>	
Vineet Singh	<a href="mailto:Vineet.s@eximbankindia.in">Vineet.s@eximbankindia.in</a>
Ashwin Bhagat	<a href="mailto:ashwin.bhagat@eximbankindia.in">ashwin.bhagat@eximbankindia.in</a>

## GENERAL TENDER DETAILS

Application for	Insurance Bid for Property and Miscellaneous Insurance policy
GeM Reference No.	Please refer GEM Tender
Date of Notice Inviting Tender (NIT) available to parties to download	Please refer GEM Tender
Query Submission via email	Please refer GEM Tender
Bid Submission	Please refer GEM Tender
Technical Bid Opening – Date of opening of Part II Financial Bid shall be informed separately	Please refer GEM Tender

Submission of BID with supporting documents will be online only. The eligible Insurer can log on to <https://gem.gov.in/> and place their technical and Commercial Bid with the necessary documents.

The BID documents placed by the Insurers are confidential and will be opened by the authorized India Exim Bank officials.

### **Note:**

1. This tender is meant for insurers only. India Exim Bank has appointed M/s. Aditya Birla Insurance Brokers Limited as its insurance broker for **Property and Miscellaneous Insurance Policies**.
2. In the event of any unforeseen closure of work/ holiday on any of the above days, the same will be opened/held on the next working day.
3. The bidders shall submit their tenders latest by **last Date As mentioned in GeM Tender**
4. Query Submission would be addressed to ABIBL and marked copy to EXIM Bank concerned Email IDs shared in contact details.
5. Tenders received after the due date and time shall be rejected.
6. Tenders not complying with the provisions of bidding documents are liable to be rejected.

## GENERAL CONDITIONS OF RFP

The Insurer is required to give confirmation of their acceptance of the General Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by India Exim Bank. Failure to do so may result in rejection of the documents submitted by the Applicant.

1. **Law:** This contract shall be governed and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract entered between India Exim Bank and the successful Insurer shall come into effect on the date of Policy.
3. Each page of the RFP document should be signed by the authorized person or persons submitting the RFP and is taken at his/ their having acquainted himself/ themselves with the General Conditions of RFP, Special Conditions, etc, as laid down. Any RFP with any of the documents not so signed will be rejected.
4. All erasures and alterations made while filing the RFP must be attested by the initials of the authorised officials of the applicant. Overwriting the figures is not permitted; failure to comply with any of these conditions will render the application void. No advice of any change in conditions after the opening of the Applications place online will be entertained.
5. **Penalty for use of undue influence:** The Applicant undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of India Exim Bank or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with India Exim Bank. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Applicant towards any officer/employee of India Exim Bank or to any other person in a position to influence any officer/employee of India Exim Bank for showing any favour in relation to this or any other contract, shall render the Applicant to such liability/ penalty as India Exim Bank may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
6. **Termination of Contract:** India Exim Bank shall have the right to terminate this Contract in part or in full in any of the following cases:
  - (a) The insurer is declared bankrupt or becomes insolvent.
  - (b) With mutual agreement

7. **Notices:** Any notice required or permitted under the RFP shall be written in the English language will be sent by email, addressed to the last known address of the party to whom it is sent.
8. **Amendments:** Any change to the terms and conditions of this RFP shall be informed to Aditya Birla Insurance brokers via email.
9. **Evaluation and Comparison of Applications:**

The Insurer meeting all Eligibility Criteria will be considered for technical evaluation. The minimum Qualifying score required by **insurer is 60 %**. The Insurer appears scoring minimum qualifying marks in the technical evaluation will be eligible for a Commercial bid. Applicant needs to comply with all the eligibility criteria. Non-compliance to any of these eligibility criteria would result in outright rejection of the Applicant's proposal. The Applicant is expected to provide proof for each of the points for eligibility evaluation as per the required annexures mentioned.

The decision of the Bank would be final and binding on all the Applicants to this document. The Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a two-stage process. The stages are:

- a. Technical Evaluation
- b. Commercial Bid

10. Signed Integrity Pact (Annexure 1) shall be uploaded on GeM Portal.
11. Applicant shall contact ABIBL on any matter relating to its Application, from the time of the Application opening to the time the Contract is awarded to successful Applicant(s).
12. Any effort by an applicant to influence the Bank's Application evaluation, Application comparison or contract award decisions may result in the rejection of the Application.

## **SPECIAL CONDITIONS OF THE RFP**

### **EVALUATION OF APPLICATIONS**

Only the Applicants who qualify all parameters of the eligibility criteria shall be shortlisted for technical evaluation. The Applicants who score minimum of 60% marks in technical evaluation will be shortlisted for opening commercial Bid. Applicant must provide proof for each of the points for eligibility criteria.

Bids submitted by Applicant are shortlisted in the eligibility round, will be opened separately after informing shortlisted applicants. Successful bidder will be declared based on the competitive quote submitted by the bidder and after checking the terms and conditions of the RFP agreed upon.

India Exim Bank may seek clarification from any or all Applicant(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the Applicant(s) within the stipulated time, the respective technical parameters would be treated as non-compliant and the decision to seek further clarification from the Applicant(s) will be taken up by the Bank at its own discretion



### **MANDATORY INFORMATION**

<b>Sr. No.</b>	<b>Particulars</b>	<b>To be filled by Applicant</b>
1.	Name of the Insurance Company/Applicant	
2.	Type of Firm PSU/ Pvt.Ltd/Ltd or others	
4.	Complete Address for Correspondence	
5.	Email Address of Authorised Person	
7.	Number of Years Since License given by IRDAI as on 31.03.2024	
8.	Details of the Company Turnover (GWP) in, 2020-2021, 2021-22 and 22-23.	
11.	The Bidder should have serviced Property and Miscellaneous policies of (PSU Banks /Large Private Banks / Large Financial Institutions.	
12.	PAN Card No.	
13.	GST No	
14.	MSME YES/NO	
18.	Overall Premium placed for FY 23-24 (Rs. in crore)	.

I/We confirm that to the best of our knowledge, this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Seal and Signature of the document to be uploaded on the e-tender portal.

**Date :**

**Place :**

## ELIGIBILITY CRITERIA AND SCORING SHEET

S. No	Particular	Score		Documents to be furnished
1	Number of years since license given by IRDA as on March 31, 2024	Min Score	Max Score	Copy of the IRDAI license
	Up to 3 Years	5	20	
	Above 4 and up to 7 years	10		
	Above 7 and up to 10 years	15		
	Above 10 Years	20		
2	Gross Total Premium underwritten within India (Rs. In Crore) as on 31.03.2024		20	Self-Declaration on company letterhead by authorized personnel
	Up to Rs. 1000 Crores	5		
	>Rs. 1001 Crores - Rs 2000 Crores	10		
	> Rs 2001Crores -Rs. 4000 Crores	15		
	> Rs. 4000 Crores	20		
3	Property Premium underwritten within India (Rs. In Crore) as on 31.03.2024 (Including Fire & miscellaneous Policies)		20	Self-Declaration on company letterhead by authorized personnel
	Up to Rs. 250 Crores	5		
	> Rs. 251Crores - Rs.500 Crores	10		
	>Rs. 501Crores - Rs.750 Crores	15		
	> Rs. 751Crores	20		
4	No of Offices in India as on 31.03.2024		20	Self-Declaration on company letterhead by authorized personnel
	0-50	5		
	51-100	10		
	101-150	15		
	Above150	20		
5	Property Insurance Claims Settlement Ratio as per latest IRDAI published statistics		20	Self-Declaration on company letterhead by authorized personnel.
	Upto 60%	5		
	Above 60-70 %	10		

	Above 70-80%	15		
	Above 80%	20		

**Note-** Only the Applicants who qualify all above parameters of the eligibility criteria (i.e, the bidders should score minimum 5 marks in each parameter) shall be shortlisted for technical evaluation. The Applicants who score minimum of 60% marks in technical evaluation will be shortlisted for commercial Bid. Self-Declaration on company letterhead by authorized personnel. Documents to be uploaded on the GeM portal.

### Evaluation Method

The selection of the successful bidder out of the shortlisted commercial bidders will be based on the principle of Least Cost. Bidders are expected to submit proposals that demonstrate the lowest cost while meeting the specified requirements. The evaluation of bids will focus primarily on determining the bid with the least overall cost. The final selection decision will be based on a thorough evaluation of all bids, with the bid demonstrating the least overall cost being given the highest consideration. The Bank's decision will be final and binding.

Note:

i. Please be informed that the Applicant must fit in all the eligibility criteria requirements. Non-compliance with even one of the requirements criteria may result in the rejection of the Application(s).

ii. The Applicant must submit documentary proof as above. All documents must be signed by the authorized signatory of the Applicant. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

iii. The decision of the Bank will be final and binding to all in respect of finalizing parameters on which the Applications will be analysed

iv. All offers received will be screened and shortlisted by a Committee of the Bank based on the specified requirements and the details submitted by the Applicants.

v. India Exim Bank reserves the right to reject any or all the RFPs at any stage of the RFP. Canvassing in any form will disqualify the company.

vi. Valid documentary evidence in support of the above, duly attested by the Authorized Signatory of the application should be attached with the Bid.

Date: Authorized Signatory Name:

Place: Designation:

Company Seal

## Policy coverages

SUMMARY 2024-25					
Sr No.	Policy Type	Risk Location	Occupancy	Sum Insured 2024-25	Premium 2024-25
1	Standard Fire & Special Perils Policy	Export - Import Bank of India, Floor 7th, 11th, 12th, 20th to 25th Floor, World Trade Centre Complex, Cuffe Parade Mumbai - 400005	Office / Meeting Rooms	INR 1,85,83,37,291	INR -
2	Bharat Laghu Udyam Suraksha	Maker Chambers IV, Floor 8, 222, Nariman Point, Mumbai - 400021	Office / Meeting Rooms	INR 85,57,549	INR -
		Wallace Apartment, 1, 36, Noshir Bharucha Marg, Khatauwadi, Grant Road, Mumbai - 400007	Storage of Non Hazardous	INR 5,04,799	
3	Bharat Griha Raksha Policy	Multiple	Residence & Guest House	INR 84,95,11,876	INR -
4	Bharat Griha Raksha Policy "Guest House - Khandala"		Bungalow cum Guest House	INR 13,26,560	INR -
5	Bharat Griha Raksha Policy - Walkeshwar	Walkeshwar	Residence	INR 76,23,949	INR -
6	Burglary (First Loss Basis @ 10%)	Multiple (As Above under Fire)	Office, Storage of Non Hazardous, Residence, Guest House	INR 2,72,79,38,329	INR -
7	Electronic Equipment Insurance	Export - Import Bank of India, Floor 7th, 11th, 12th, 20th to 25th Floor, World Trade Centre Complex, Cuffe Parade Mumbai - 400005	Office / Meeting Rooms	INR 1,95,58,601	INR -
8	Machinery Breakdown Insurance	1) Export - Import Bank of India, Floor 7th, 11th, 12th, 20th to 25th Floor, World Trade Centre Complex, Cuffe Parade Mumbai - 400005 2) Maker Chambers IV, Floor 8, 222, Nariman Point, Mumbai - 400021	Office / Meeting Rooms	INR 1,49,07,292	INR -
9	All Risk (PORTABLE)	Anywhere in the World	Portable Equipments	INR 8,47,19,917	INR -

10	Special Contingency Policy (ART)	Anywhere in the World	All Kind of ARTS	INR 20,76,305	INR -
11	Bharat Laghu Udyam Suraksha - MRO	Multiple	Office / Meeting Rooms	INR 45,08,38,653	INR -
12	Public Liability	AOA- 1Cr. AOY- 4 Cr.	Public liability	INR 4 Cr.	INR-
				Net Premium	INR -
				Add: GST @ 18%	INR -
				Premium Payable	INR -

### **Financial BID:**

On letter Head of the Company

Financial Document/Financial bid/Commercial/  
price Bid

Premium for Cover Policy Period:

S.No	Policy Name	*Premium (Incl. GST) in Rs.
1	Property Insurance + Liability Insurance	

**\*The above amount quoted should be inclusive of GST and must match with the amount quoted on the GeM portal (Financial / Price Bid Section)**

***The Bidder must be aware of GeM revenue policy, terms and conditions, transaction charges & annual milestone charges of the GeM portal.***

"Merely stating sub-limits against certain terms and conditions of cover shall not be deemed to be deviation of cover and doing so shall not invite disqualification of a bidder if otherwise the sought coverage has been granted"

**Note:** Any additional terms & conditions or deviations taken if any should be put in the Eligibility bid only; and the financial bid needs to have only price information. If any terms & conditions are found in the financial bid, then the bidder is liable to be disqualified. Deviations in coverage/terms and conditions/ limits should be submitted separately.

**Bidder's seal and Sign**

## INTEGRITY PACT

Between

Export-Import Bank of India (India Exim Bank) 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/s **Property & Miscellaneous Policies “for India Exim Bank.”**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Applicant(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the RFP 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 RFP for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the RFP process treat all Applicant(s) with equity and reason. The Principal will in particular, before and during the RFP 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 RFP 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)**

- (2) 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 RFP 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 RFP 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 RFP 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.
- (3) 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 RFP 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 RFP process.

### **Sanction 4 – Compensation for Damages**

- (1) If the principal has disqualified the Applicant(s) from the RFP 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 RFP process.
- (2) If the Applicant makes incorrect statement on this subject, he can be disqualified from the RFP process.

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

- (3) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (4) The Principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.
- (5) The Principal will disqualify from the RFP 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 a Applicant, Contractor or Subcontractor, or of an employee or a representative or an associate of a 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 Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon – 122002 Email – <a href="mailto:IEM@eximbankindia.in">IEM@eximbankindia.in</a>	Mrs. Rajni Sekhri Sibal IAS (Retd.) House No – G–9, Second Floor, Maharani Bagh, New Delhi – 110065 Email – <a href="mailto:IEM@eximbankindia.in">IEM@eximbankindia.in</a>
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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)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:  
(Name & Address)

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

Witness 2:  
(Name & Address)

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

## Bid Corrigendum

GEM/2024/B/5252121-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
3. Buyer uploaded ATC document [Click here to view the file](#).
4. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)