

EMPANELMENT OF
FULL-SERVICE ADVERTISING AGENCIES
PR AGENCY
DIGITAL AGENCY

REQUEST FOR PROPOSAL



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 proposals for 'Empanelment of Full-service Advertising Agencies, PR Agency and Digital 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 Assistant General Manager, Corporate Communications Group, Export-Import Bank of India **before 4:00 pm on February 20, 2020.**

The complete proposal in sealed cover superscribed, as 'Proposal for Empanelment of Full-service Advertising Agencies / PR Agency / Digital Agency' (whichever applicable) along with necessary documents is to be submitted to:

Assistant 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 (RFP)

S. No.	Items	Details
1.	Date of Issuing of RFP	January 17, 2020
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)	January 25, 2020 <u>For full-service advertising agencies:</u> 03:00 pm – 03:30 pm <u>For PR agency:</u> 03:30 pm – 04:00 pm <u>For digital agency:</u> 04:00 pm – 04:30 pm Room no. 6 21st Floor, Centre One Building World Trade Centre Complex Cuffe Parade, Mumbai 400005
3.	Last Date of Submission of Proposal	February 20, 2020
4.	Place and address for submission of the Proposal	Assistant 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	Mr. Kunal Gulati 022-22172600 (Extn.: 2832)

1. Any changes in the above schedule will be notified through Exim Bank's website under <http://www.eximbankindia.in/tenders-and-notice>.
2. The Bank may extend the last date for the receipt of RFP Bids.
3. The Technical 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 RFP and finalize the list of empanelled agencies.
4. Commercial Bids have to be submitted by the bidders for empanelment of Digital Agency and PR Agency categories only. The Commercial Bids of only the technically qualified bidders will be opened after the technical evaluation and presentation stage by the Bank's Evaluation and Selection Committee for Empanelment (ESCE).
5. The Bank reserves the right to cancel the RFP at any time without assigning any reasons.
6. 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 RFP 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 RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP 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 RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP 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 RFP document.
- (ii) This RFP 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 RFP 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 RFP 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 RFP.
- (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 RFP, 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 RFP.
- (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 RFP 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 RFP, 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) "RFP" 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 RFP 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 RFP or any of the annexure or addendum to the RFP.
- (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 RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
- (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 RFP

- (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 RFP.
- (xix) "Proposal or Bid or Application" means the bidder's written reply or submission in response to this RFP 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 RFP is being published by the Bank for empanelment of minimum four (4) Full-service Advertising Agencies and selection of one Public Relations Agency and one Digital Agency. The respective agencies will work with the Bank for the scope of work mentioned in this RFP, 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 Full-service Advertising Agency

The scope of work/engagement for Full-service Advertising Agency shall be, but not limited to, as specified in Annexure 1A of this RFP.

Scope of Work for Public Relations Agency

The scope of work/engagement for Public Relations Agency shall be, but not limited to, as specified in Annexure 2A of this RFP.

Scope of Work for Digital Agency

The scope of work/engagement for Digital Agency shall be, but not limited to, as specified in Annexure 3A of this RFP.

IX. ELIGIBILITY CRITERIA

Only those Bidders /Agencies meeting the following eligibility (minimum) criteria as on the date of RFP 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 Full-service Advertising Agencies to be enclosed with the proposal as per Annexure 1B of this RFP.
- (ii) Eligibility Criteria and required supportive documents thereof for Public Relations Agency to be enclosed with the proposal as per Annexure 2B of this RFP.
- (iii) Eligibility Criteria and required supportive documents thereof for Digital Agency to be enclosed with the proposal as per Annexure 3B of this RFP.

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. RFP 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 RFP shall be final. No correspondence will be entertained on the process of evaluation with the ESCE.

RFP Evaluation and Selection shall be a two-stage process for the empanelment of four full-service advertising agencies and a three-stage process for empanelment of one PR agency and one digital agency, given as under:

Evaluation Stage	Base Score	Qualifying Score	Outcome
Stage 1: Technical Evaluation	100	60	Shortlisting of top eight scorers in full-service advertising agencies category and top three scorers each in digital agency and PR agency categories.
Stage 2: Presentation	50	35	After combining scores of Stage I & II, top four scorers in the full-service advertising agencies category will be empanelled.
Stage 3: Financial Evaluation	Only for PR agencies and Digital agencies		Based on scores of Stage I, II and III, one top scorer each in the PR agency and digital agency categories will be selected.

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 RFP.

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 RFP in the following para.
2. The minimum qualifying marks are 60 for Technical Evaluation Stage -1. Only eight full-service advertising agencies and three each for PR agency and digital agency, basis scores received in descending order shall be shortlisted for the next step that includes working on a pitch brief and making a presentation before the ESCE designated committee at the Bank's Head Office in Mumbai.
3. In case of tie in the eighth position in Full-service Advertising Agencies category, all bidders in tie position on the eighth rank will be taken for the Pitch Presentation stage. In case of tie in the third position in PR Agency and Digital Agency categories, all bidders in tie position on the third 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.

Earnest Money Deposit (EMD) and the unopened financial bid will be returned to the respective disqualified bidders after the submission of bank guarantee by the successful bidder.

Technical Evaluation Stage 1: Scoring Pattern

S. no.	Criteria	Full-service Advertising Agencies	
		Parameter	Marks
1	Average EBITDA for last three FY 2016-17, 2017-18, & 2018-19	10 cr.	2
		11 - 20 cr.	4
		21 - 30 cr.	6
		31 - 40 cr.	8
		40 cr.+	10
2	Work Experience	5 yrs.	2
		6-10 yrs.	4
		11-20 yrs.	6
		21-25 yrs.	8
		25 yrs.+	10
3	Total skilled staff strength	25	2
		26-50	4
		51-75	6
		76-100	8
		100+	10
4	Client mix – handling reputed brands / MNCs / large Indian corporates [@]	2	2
		3-4	4
		5-6	6
		7-8	8
		9-10	10
5	Appointed with a PSU Client [*]	2	2
		4	4
		6	6
		8	8
		10 & above	10
6	Appointed with a BFSI client [*]	2	2
		4	4
		6	6
		8	8
		10 & above	10
7	Presence in metros including Mumbai	Mumbai only	2
		Mumbai +1	4
		Mumbai +2	6
		Mumbai +3	8
		Mumbai +4 & above	10
8	Assessment of key personnel based on CV submitted		30
	MAXIMUM TOTAL		100

*@ Reputed Brands for this empanelment refers to brands or companies owning such brands that appear in the list of Best Indian Brands 2019 list released by Interbrand.
<https://bit.ly/388XEGF>*

** Since April 2016*

S. No.	Criteria	PR Agency & Digital Agency	
		Parameter	Marks
1	Work Experience	3 yrs.	10
		4-5 yrs.	15
		5 yrs.+	20
2	No. of offices in India	Mumbai + 3	5
		Mumbai + 4	10
		Mumbai + 5	15
3	List of companies/institutions with whom agency is associated with for PR activities / digital activities	1 mark for each order copy from Client (maximum 10 order copies will be considered)	10
		2 additional marks for each client in BFSI sector (maximum 05 order copies will be considered)	10
4	Total Staff Strength	5	5
		6-10	10
		11-15	15
5	Assessment of key personnel based on CV submitted		30
	Total		100

Stage 2: Pitch Presentation

Out of the eligible agencies, the top 8 Scorers will participate in the Pitch Process for Full-service Advertising Agencies category and top 3 scorers each will participate in the Pitch Process. These shortlisted agencies will then be provided a brief by the Bank based on which the agencies would be expected to make a presentation. Besides the brief based presentation, agencies are expected to include details of the proposed team who would work on the Bank's account, should the agency be appointed.

Agencies would be scored for the Pitch Presentation on a base of 50 marks on several parameters forming part of a pitch evaluation scorecard. The criteria for assessment of Pitch Presentation and the pitch evaluation scorecard will be shared with the agencies qualifying in Stage – I Evaluation. Minimum of 35 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 150 Marks based on which four full service Advertising Agencies will be empanelled.

Stage 3: Commercial Evaluation and Selection of PR Agency and Digital Agency

In Stage 3, the commercial bid opening process will take place for the three top scoring PR agencies and Digital Agencies after Stage 1 and Stage 2. In case of a tie in the third position, all bidders in tie position on the third rank will be taken for commercial bid opening process.

Selection of PR and Digital Agency will be based on the aggregate scores of the Technical Evaluation and Financial Evaluation. **The weightage of Technical evaluation is 70% and for commercial evaluation is 30%.**

As a sample scenario, let us assume that there are three bidders A, B and C. Let us assume the following aggregate scores are obtained by the bidders in Technical Evaluation on a base of 150 and then normalized technical score out of 70 would be computed as follows:

Normalized Technical Score on a base of 70

Bidder	Total Aggregate Base (1)	Aggregate Score Achieved (2)	Technical Weightage (3)	Weight Adjusted Technical Score (2x3)/1
A	150	120	70	56.00
B	150	138	70	64.40
C	150	140	70	65.34

Normalized Technical Score of a Bidder shall be rounded off to 2 decimals.

For each of the Top 3 scores of Technical Evaluation, a Normalized Commercial Score out of 30 would be calculated by the Committee. The methodology for calculation of Normalized Commercial Score is given below:

Normalized Commercial Score of a Bidder = {Lowest Financial Bid / Financial Bid of the bidder under consideration} X 30 (rounded off to 2 decimals)

Final aggregate score of each bidding agency = Normalized Technical Score + Normalized Commercial Score

The bidding agency getting the highest aggregate score in the overall evaluation in each category would be selected under the PR Agency category and for Digital Agency category.

As a sample scenario, let us assume that there are three bidders A, B and C. Let us assume the following scores / quotes obtained by the bidders in Technical and Financial Evaluation:

Bidder	Score Obtained in Technical Evaluation (Adjusted to weight 70)	Commercial Quote of the Bidder
A	56.00	₹ 6,00,000/-
B	64.40	₹ 7,00,000/-
C	65.34	₹ 8,00,000/-

In this case, Bidder A has the lowest commercial quote, hence the Normalized Commercial Score of each bidder is calculated as under:

Normalized Commercial Score of Bidder A: $(6,00,000/6,00,000) \times 30 = 30.00$

Normalized Commercial Score of Bidder B: $(6,00,000/7,00,000) \times 30 = 25.71$

Normalized Commercial Score of Bidder C: $(6,00,000/8,00,000) \times 30 = 22.50$

The total aggregate score would be calculated as below:

Bidder	Aggregation (Technical Score + Financial Score)	Total Score	Rank of the Bidder
A	56.00 + 30.00	86.00	L3
B	64.40 + 25.71	90.11	L1
c	65.34 + 22.50	87.84	L2

As per the total score, Bidder B gets the highest aggregate score.

XI. TERMS OF ENGAGEMENT

- (i) The selected Agency/agencies' term will be for a period of 3 (1+1+1) years subject to satisfactory annual review. The agency will also be evaluated periodically on quarterly and / or on campaign basis.
- (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 RFP 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 RFP 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 Applications (Form A) and Commercial Bid (Form B), 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. PRE CONTRACT INTEGRITY PACT

This RFP 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 "Pre Contract Integrity Pact" is available in this RFP 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

The bidders are allowed to apply for multiple categories of agencies under this RFP. However, bidders are required to fill in separate Proposals/bids and enclose complete set of required documents for each of the applied category.

Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/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.

The bid for the categories of PR agency and Digital Agency should be submitted in two separate packets put into one large outer packet, which should consist of technical and

financial proposals. The outer packets should mention the name, address and contact details (Telephone Nos., Fax & E-mail ID) of the bidding Agency.

The two inner packets (Packet -1 and Packet -2) should be clearly super scribed as:

Packet 1 – Technical Proposal for “Selection / Empanelment of (Category) 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 mention 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 EMD should be kept in the envelope containing the technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

AND

Packet 2 – Commercial Proposal for “Selection/Empanelment of (Category) Agency for Export-Import Bank of India”

Each of the above two packets should also mention the name, address and contact details (Telephone Nos., Fax & E-mail ID) of the bidding Agency. Both packets should be properly sealed and put in to a large packet, super scribed as: “Technical and Financial proposals for Selection/Empanelment of (Category) Agency for Export-Import Bank of India” and should be addressed to:

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

Note - Bid for the Full-service Advertising Agencies Category will only include Packet 1 containing Technical Proposal. Commercial Proposal is required only for the categories of PR Agency and Digital Agency.

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

The Financial Proposal (Packet-2) must include the following: Commercial Bid Form B providing the details of commercial bid along with Commercial Bid Submission Letter (Format-17). The Packet -2 containing Commercial 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.
- (vi) Bids are not submitted in respective envelopes as stipulated above.
- (vii) Financial Bid is enclosed in Technical Bid envelope.

XIV. INSTRUCTIONS TO APPLICANTS

General Instructions

- (i) The Bidder may download the RFP documents from Exim Bank's website: <http://www.eximbankindia.in/tenders-and-notices>.
- (ii) The information provided in the RFP 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 RFP.
- (iii) The RFP 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 RFP 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 RFP along with its Annexure(s), Clarifications, if any.
- (v) All the terms and conditions and the contents of the RFP 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 RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. The Bank also reserves the right to withdraw this RFP 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 RFP

A pre-bid meeting to clarify queries related to the RFP will be held as per date and time mentioned in Time Schedule for RFP Process as stated in Point II of this RFP. Agencies may request clarifications on any clause of the RFP document at the pre bid meeting. Any such request for clarification must be sent, via email to ccg@eximbankindia.in, with subject line as "RFP Clarification" before the stipulated date. All such queries by e-mail should be received in the suggested template (Format -18), on or before the time stipulated for the said purpose in the Time Schedule for RFP process.

The pre-bid meeting shall be held at the stipulated date, time and venue, mentioned in Point II of this RFP. 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 RFP as a result of a clarification or otherwise, it shall do so following the procedure under the next sub point.

Amendment to RFP

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 RFP Document by issuing corrigendum.

Amendments will be provided in the form of Addenda / Corrigenda to the RFP 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 RFP.

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.

Bid Price

Prices quoted should be in Indian Rupees and should be inclusive of all taxes (if any) other than GST (which will be paid extra). The Bids in currencies other than INR will not be considered.

GST should be shown separately in the final Price Schedule. The Bidder shall meet the requirements of Goods & Services Tax (GST) Act and changes therein as made by the competent authorities from time to time.

Earnest Money Deposit (EMD) / Bid Security

To safeguard against a bidder's withdrawing or altering its bid during the bid validity period, Bid Security (also known as Earnest Money) would be obtained from the bidders.

The Bidder shall submit Earnest Money Deposit of ₹. 1,00,000/- (One lakh only) in the form of a Demand Draft / Pay order from scheduled nationalized / commercial bank in India drawn in favour of "Export-Import Bank of India" payable at Mumbai. The Bidder shall submit Earnest Money Deposit of ₹. 1,00,000/- (One lakh only) separately for each category of agency if bid for multiple categories of agencies is being submitted.

Micro and Small Enterprises (MSEs) are exempted from payment of Earnest Money, subject to furnishing of relevant valid certificate and proofs for claiming the exemption.

No interest shall be payable by the Bank on the sum deposited as EMD/ Bid Security.

The EMD should be kept in the envelope containing the technical Bid. Any bid not accompanied with the requisite EMD, or EMD not submitted conforming to above criteria, shall be treated as non-responsive and is liable to be rejected.

Return of EMD

EMDs furnished by all unsuccessful Bidders will be returned without interest on the expiration of the RFP validity / selection / empanelment of agencies, whichever is earlier. The EMD of successful Bidder/s shall be returned / refunded after furnishing Performance Bank Guarantee as required in this RFP.

Forfeiture of EMD

The EMD made by the Bidder will be forfeited if:

- (i) The Bidder withdraws his RFP before opening of the RFP.
- (ii) The Bidder withdraws his RFP after opening of the RFP but before Notification of selection / empanelment of agencies.
- (iii) The selected Bidder withdraws his RFP before furnishing Performance Guarantee.
- (iv) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- (v) In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP or the Bidder does not respond to requests for clarification of its Proposal.
- (vi) The Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- (vii) The Bidder makes any written statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of Contract.
- (viii) In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails to sign the Contract within the stipulated time or furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP.

Period of Validity of Bids

Bids shall remain valid for a period of 1 year after the date of RFP opening as mentioned in Point 1 or as may be extended from time to time. Exim Bank holds the right to reject a bid valid for a period shorter than 1 year as non-responsive.

The terms of the RFP including the price discovered shall remain valid for a period of thirty-six months from the date of start of the contract period.

Signing of Bid

The RFP 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 RFP. 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 RFP.

All pages of the RFP, shall be initialled by the Bidder(s) or person(s) authorized by Bidder(s) for signing the RFP. 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 RFP.

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 RFP response, varying or discontinuing the RFP 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 RFP.

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 RFP 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 RFP, 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 technical bid. Also, during scrutiny of technical 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 (Category) Agency 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

- (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.

Performance Bank Guarantee (PBG)

The selected bidder will provide an unconditional and irrevocable Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the final commercial quote (annual fees) by bidder at the end of RFP process. Since the commercial quote is to be submitted for the PR Agency and Digital Agency categories only, PBGs should be submitted for those categories only. The PBG should be as per the format given at Format 19 and should be executed by a Nationalized/ Scheduled bank acceptable to Exim Bank and having Branches in Mumbai.

In case the selected bidder fails to submit performance bank guarantee within the time stipulated, Exim Bank at its discretion may cancel the notification placed on the selected bidder without giving any notice.

The PBG should be valid for the entire contract period from the date of its submission to the Bank. In case of extension of the contract by the Bank, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the contract. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by the Bank.

The PBG will not carry any interest. The PBG may be required to be submitted in multiple numbers, if required by Exim Bank. The PBG may be invoked for entire amount if the selected agency backs-out of its obligations as per this tender or if the fresh PBG is not received by the Bank one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by the Bank.

The PBG will be invoked in full or part (to be decided by Exim Bank) in any of following eventualities during the period of contract:

- (i) The agency fails to honour expected deliverables or part deliverables as per this RFP after issuance of PO.
- (ii) Any legal action is taken against the bidder restricting its operations
- (iii) Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
- (iv) Exim Bank incurs any loss due to agency's negligence in carrying out the assignment as per the agreed terms & conditions.

The performance guarantee will be discharged by Exim Bank and returned to the issuing Bank with intimation to the bidder 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 7 days of agreeing to such amendment, furnish the amended performance guarantee, valid for 60 days beyond the duration of the Contract as amended, including warranty obligations.

Contracting

The notified Bidder who submits the PBG as above will enter into the contract with Exim Bank as per the terms and conditions of this RFP. 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 RFP 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 RFP 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 RFP. 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 RFP 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 RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

Confidentiality

The contents of this RFP and the supporting documentation are confidential to the Bank and are provided solely for the purpose of response to the RFP. 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 interests 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 RFPs 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 RFP and annul the RFP process and reject all RFPs, 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 RFP, 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 /ies.

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/ies 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 RFP 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 RFP, 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 RFP, 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 RFP, 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 RFP 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 RFP 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

*Assistant 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

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 RFP. 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.

Assistant General Manager, Corporate Communications Group

ANNEXURE 1A

Scope of Work for Full-service Advertising Agencies

1. Creative ideas and production capabilities:
 - a. Print advertisement in newspapers, magazines, trade journals, etc., for brand campaign, tactical campaigns for events, etc., brand properties, events, notices and tenders, etc.
 - b. Audio-visual advertisements (films / jingles) for television, radio, cinema, social media, etc.
 - c. Design and production of publications, including but not limited to Annual Report, desk calendar, newsletters, internal communication collaterals, brochures, marketing material, etc.
 - d. Advertisement for outdoor, event collaterals such as backdrops, standees, exhibition aids, posters, invitation cards, etc.
 - e. Adaptation of the campaign in print, digital, outdoor and electronic media.
2. Branding and marketing strategy:
 - a. Brand and corporate identity development, including creation of brand manual and guidelines, standardising communication design, etc.
 - b. Designing of corporate identity material, such as visiting cards, letterheads, presentation templates, e-mail signatures, etc.
 - c. Design of logos and event branding collaterals for Bank's properties.
3. Event Management
 - a. Designing of event branding, fabrication, execution and full support for Bank's events across India.
 - b. Recommend ideas for Bank's event properties held in indoor / outdoor spaces.
 - c. Managing all kinds of activations, exhibition stall set up, seminars, conferences, cultural evenings, etc.
4. Audio-visual production
 - a. Creation of corporate films, short films for social media, etc.
 - b. Handling of live webcast and Facebook Live of Bank's event in coordination with the digital agency.
 - c. Editing capabilities with own studios or tie-ups with studios for production of films.
 - d. Recording / videography of the Bank's events and archiving of footage for future use.
5. Media Strategy
 - a. Plan, recommend and execute the media releases as per the Bank's requirements by obtaining best rates for all releases in print, TV, radio, outdoor and digital media.
 - b. Identification of target priority markets, segments and audiences, rationale, approach, etc.
 - c. Selection and finalization of Media Vehicles for the different markets and segments, based on available media research on reach and impact.
 - d. Evaluate media partnerships for Bank's properties and negotiate for best rates to achieve maximum visibility.
6. Miscellaneous
 - a. The agency is expected to work in close coordination with other empanelled advertising, PR and digital agencies of the Bank.
 - b. Share reports on analysis, market scenario, growth trends and insights, and the effectiveness of the campaigns.

- c. Capability of the agency to execute campaigns in Hindi is very crucial for this empanelment. Capability of adapting creatives in regional and foreign languages is also expected from the agency.
- d. Regional adaptation of creative content across all communication channels.
- e. Medium adaptation of creative content across all communication channels.

ANNEXURE 1B

Eligibility Criteria for Full-service Advertising 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.	Agency should have full accreditation / registration /membership with: Indian Newspaper Society (INS) / ASCI / Doordarshan (DD) / All India Radio (AIR).	Latest certificates of full accreditation / registration / membership and other proofs to be attached.
3.	The minimum EBITDA from advertising of the bidder should not be less than ₹ 10 crore in each of the last three financial years 2016-17, 2017-18 & 2018-19	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.
4.	Bidder should be in the business of creative and advertisement for last 5 years.	A copy of Memorandum/Articles of Association or Partnership Deed in the name of bidder.
5.	Bidder should have full-fledged office at Mumbai and preferably a network of offices at other centers across class A cities.	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.
6.	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.
7.	Bidder should have reputation in industry and experienced management in the field.	Photocopy of the industry awards won by the bidder during last three years and CV of the two top officials from creative team.
9.	Should have necessary infrastructure for creative assignment viz. creative studio, infrastructure for print, electronic, outdoor, event management, exhibition and trade fairs, film production etc. Minimum staff strength of 25 with full back office support of technical staff viz. creative director, visualizers, designers, copywriters, language translators, etc.	As per Format 4

10.	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 and 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.
11.	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

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

ANNEXURE 2A

Scope of Work for Public Relation Agencies

1. Opportunity Analysis and Consultancy

- Conduct ongoing research, both internally and externally, to identify communications opportunities and issues
- Provide consultancy on all aspects of EXIM Bank's communication needs, all issues that impact corporate reputation
- Develop a PR events' calendar to include predictable events which represent PR opportunities

2. Media Relations

- Define the target media universe relevant to the PR programme
- Identify and maintain lists of media professionals relevant to the Client.
- Assist in developing communications to be disseminated to the media including information kits, press releases, backgrounders, features, etc.
- Assist in managing one-on-one relationships with media professionals relevant to the Client.
- Assist in managing media events such as press conferences and select briefings for disseminating information

3. Media Monitoring

- Provide details of the media coverage related to EXIM Bank from the markets covered under this Agreement.

4. Reporting

- Provide a monthly report of PR activities conducted and the results
- Quarterly review to monitor progress and effectiveness of the PR programme

5. Expected Deliverables

Press Releases:

Agency will disseminate all press releases in a year (maximum 50) and ensure coverage of every press release in minimum 3 English business dailies, 2 mainline newspapers and 3 vernacular publications. Coverage in relevant digital and TV media is also expected. Agency will manage Media for all events of the Bank (maximum 15) during a year.

Big Format Stories:

One big format story in the form acceptable to Exim Bank in a quarter. (A big format intervention would be a three of a four or even more number of columns news story OR a Q&A interview OR a one pager corporate story as approved by Exim Bank.

Authored Articles:

Agency will provide relevant topics from Media Houses on a fortnightly basis and a minimum of 12 authored articles in a year by Exim Bank's Top Management / Researchers to be placed in national and international business dailies.

TV Interviews:

Agency will initiate 6 (six) TV interviews with national and international channels in a year.

Media Opportunities:

Two media opportunities in a month. The outcome is a quote of the spokesperson of Exim Bank and/or mention of the Bank in sector/industry story.

Relationship Building Meetings with Editors:

At least one meeting in every 2 (two) months.

Coverage for Research publications:

Minimum of 2 coverages per research publications to be initiated in business dailies and/or relevant media. Number of research publications in a year is around 10.

Digital Media:

Augmentation of all content and Press Releases shared by the Bank will be done by the Agency on national and international digital and new media platforms.

Content Generation Big Format Stories:

Agency will provide support for content creation where it has offices, especially for events.

Media Monitoring and Reporting:

Daily updates to be provided by the Agency for both Print and Digital Media.

ANNEXURE 2B

Eligibility Criteria for PR 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 EBITDA from PR activities of the bidder should not be less than ₹. 20 lakhs in each of the last three financial years 2016-17, 2017-18 & 2018-19	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 PR only.
3.	Bidder should be in the business of Public Relations (PR) for last 3 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 and preferably a network of offices at other centers across class A cities.	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.	Photocopy of the industry awards won by the bidder during last three years and CV of the two top officials from PR team.
7.	Should have necessary infrastructure with minimum staff strength of five full-time employees with full back office support of technical staff.	As per Format 4
8.	Bidder's / Agency's client mix – Should currently be on panel of at least 02 reputed client and 02 Company in Banking, Financial Services and Insurance (BFSI) sector.	A copy of agreement / letter from each of the 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)

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

ANNEXURE 3A

Scope of Work for Digital Media Agencies

I. Digital Services:

Social Media Management:

- a. Social Media Management will include development and posting content on the Bank's Facebook, Twitter, LinkedIn and YouTube page / handle / channel.
- b. Ideation, conceptualization and development of digital campaigns to promote Exim Bank's Brand and activities and execute the campaigns on digital and social platforms.
- c. Define an ongoing Content Approach and weekly content plan to build and maintain customer engagement on Social Media Platforms.
- d. Create content in English as well as Hindi.
- e. Should have capabilities of developing applications on mobile and deploying it on IOS and Android OS any other emerging OS.
- f. Prepare weekly / monthly reports on traffic and activities on Social Media platforms.

Website maintenance:

- a. Updating of Bank's existing websites in English and Hindi through the Content Management System (CMS)
 - This will include press-releases, tenders, content sections and banners
 - The above mentioned content will be provided by Exim Bank
- b. Page and content performance analytics based on built-in monitoring system or Google Analytics
- c. Basic SEO – Title, tags and description for website content

Note: Any additional effort towards buying specialized content for campaigns will be costed on project basis after approvals from the Bank. Creation of web based applications, microsites, mobile applications will be costed on project basis after approvals from the Bank.

ANNEXURE 3B**Eligibility Criteria for Digital Media 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 EBITDA from advertising of the bidder should not be less than ₹ 20 lakh in each of the last three financial years 2016-17, 2017-18 & 2018-19	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 Digital Media activities only.
3.	Bidder should be in the business of Digital Media for last 3 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 and preferably a network of offices at other centers across class A cities.	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.	Photocopy of the industry awards won by the bidder during last three years and CV of the two top officials from digital team.
7.	Should have necessary infrastructure with minimum staff strength of five full-time employees with full back office support of technical staff.	As per Format 4
8.	Bidder's / Agency's client mix – Should currently be on panel of at least 02 reputed client and 02 Company in Banking, Financial Services and Insurance (BFSI) sector.	A copy of agreement from each of the 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)

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

Form A

TECHNICAL BID / PROPOSAL APPLICATION FOR THE CATEGORY OF _____
(FULL-SERVICE ADVERTISING AGENCY / PR AGENCY / DIGITAL 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 in the Category applied for		
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 2016-17 FY 2017-18 FY 2018-19	Gross Income	Net Profit

13.	Complete list of agency's [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.	Whether agency has resources (in-house or outsourced) to handle multi-lingual publicity/PR/digital campaigns. If yes, please mention in-house / outsourced, with proficiency and proof-reading facilities in all major Indian Languages.	Yes /No
17.	Industry recognitions, awards and accolades won by the bidding agency during last three years in the applied category 2016-17: 2017-18: 2018-19:	
18.	Details of litigations against the agency	
19.	Website of the agency	

SIGNATURE OF AUTHORIZED PERSON: _____

SIGNED AT _____ DATED _____

BY _____

DESIGNATION _____

FOR _____

SEAL OF AGENCY _____

Form B

COMMERCIAL BID (Applicable for PR Agency and Digital Agency only)

(On the letterhead of the Agency duly stamped and signed by authorized person)

The commercial bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Commercial proposals for _____ Agency”.

S. no.	Amount quoted towards	Amount (in ₹)	GST applicable (in ₹)	Total Cost (in ₹)
1	Monthly Retainership Fee			
	TOTAL			

(Commercial bids will be evaluated on the basis of retainer-ship amount Inclusive of all taxes other than GST quoted and applicable GST will be paid on actuals. If the agency is selected, the Annual Retainer-ship fee, payable monthly, shall remain constant for the contract period of 3 years. All third party costs shall be reimbursable on quotation pre-approved by the Bank, as stated in the relevant Scope of Work of the assignments awarded from time to time.)

SIGNATURE OF AUTHORIZED PERSON: _____

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.	Earnest Money Deposit (Demand Draft / Pay Order)
4.	Authorization letter (as per Format - 1 of the RFP)
5.	Technical Bid submission letter (as per Format - 2 of the RFP)
6.	Certificate of Registration of Agency/Firm
7.	Documents related to constitution of Agency (Memorandum /Articles of association/ Partnership Deed etc.)
8.	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)
9.	Details of Employee strength and infrastructure (As per Format - 4)
10.	Details with photocopy of statutory registrations / certificates (as per Format- 5)
11.	Copy of Audited Balance sheet of Agency/firm for last 3 years
12.	Auditor's Certificate regarding financials (as per Format – 6)
13.	Declaration by Agency/Firm regarding overdue etc.(as per Format -7)
14.	Status regarding litigations agency / firm has (as per Format -8)
15.	CV of 3 key personnel of agency (as per Format-9)
16.	Photocopy of Key personnel's professional qualification
17.	Photocopy of certificates etc. in support of Industry recognition/ Awards/Accolades won during last 3 years
18.	Complete list of agency's current clients (as per format-10)
19.	List of the clients acquired during last 5 years (as per Format-11)
20.	List of clients lost during last 5 years (as per Format-12)
21.	List of top 5 clients of the Agency (as per Format – 13)
22.	Total list of clients of the Agency (past and present)
23.	Sample of major campaigns handled in the applied category, if any for single products / services / brand in the last financial year
24.	Self-Declaration / Undertaking (as per Format-14)
25.	Non-Disclosure Agreement (as per Format – 15)
26.	Pre-Contract Integrity Pact [as per Format – 16]
27.	Any other enclosure(s)

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

Sealed envelope containing Commercial Bid Submission letter (Format-17) and Commercial Bid (Form B) have to be enclosed separately in Packet No. 2 as specified in Bid Submission Procedure.

Authorization to sign documents * pertaining to bid submission against RFP

For Engagement of (Category) 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 RFP 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 (Category) Agency in Export-Import Bank of India

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

To,

Assistant 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 (CATEGORY) 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 RFP document. We declare that all the provisions of this RFP 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

(On Agency's letter head)

CATEGORY: _____

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
	Total Employees	Mumbai; Other Cities:
	Skilled employees in the category applied for	Mumbai; Other Cities:
	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	2016-17	2017-18	2018-19
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: _____

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: _____

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 _____

(On Agency's letter head)

CATEGORY: _____

Curriculum Vitae of professional staff to be engaged with Exim Bank

1. Name of Agency [Insert name of firm proposing the staff]:
2. Name of Staff [Insert full name]:
3. Proposed Position:
4. Nationality:
5. Education qualification [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees mentioned under (5 – Education) were obtained]:
8. Languages known [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below:

S. no.	From (year)	To (year)	Name of the Organisation	Position held

10. Details of Tasks Assigned / assignments handled independently by the Staff:
11. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned
 - a. List all tasks to be performed under this assignment
 - b. Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10 above.
 - Name of assignment or project:
 - Year:
 - Location:
 - Client:
 - Main project features:
 - Positions held:
 - Activities performed:

Note:

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

(On Agency's letter head)

CATEGORY: _____

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: _____

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: _____

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: _____

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: _____

This is to certify that this agency M/s..... is submitting a bid against RFP 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 RFP.
2. Agency meet all sets eligibility criteria as mentioned in Section-9 of the RFP.

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)

PRE-CONTRACT INTEGRITY PACT

(To be submitted on a stamp paper of ₹ 500/- by the bidder and each page to be signed by Authorized signatory)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of , between, on one hand, 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 (hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part.

And M/s.....represented by Shri..... (Hereinafter called the "BIDDER /SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS EXIM BANK proposes to issue a Request for Proposal for 'Empanelment of Full-Service Advertising Agencies / PR Agency / Digital Agency' and the BIDDER is willing to offer the services and;

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the Export-Import Bank of India Act, 1981.

NOW, THEREFORE,

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

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

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

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

1. Commitments of the BUYER:

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the BUYER will report to the “Chief Vigilance Officer” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDER:

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC)/Provision of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.

The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

3. Previous Transgression:

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Sanctions for Violations:

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such

cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vi) To debar the BIDDER from participating in the future bidding processes of the Bank for a minimum period of five years which may be further extended at the discretion of the BUYER.

(vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

The BUYER will be entitled to take all or any of the actions mentioned at para (i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

5. Fall Clause:

The BIDDER undertakes that it has not supplied/is not supplying similar creative/content/product/systems/items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar creative/ content/ product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

6. Independent Monitors:

The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name and address of the Monitor(s):

1: Shri Debabrata Sarkar
Ex-CMD, Union Bank of India
Mayfair Boulevard (Narayan Apartment)
Flat No.701, Main Avenue Road
Santacruz (West)
Mumbai – 400054

2: Shri S K Goel
Ex-CMD, IIFCL
A-15/11, 1st Floor
Above Andhra Bank
Sector-44 Market
Sector-44, Noida -201301

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for them to treat the information & documents of the Bidder as confidential.

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

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the MD, Exim Bank within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the MD, Exim Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD, 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.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination/inspection.

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions:

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

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties hereby sign this Integrity Pact at.....on.....

BUYER

Name of Officer

Designation

BIDDER

Name of Officer

Designation

Witness;

1.....

2.....

1.....

2.....

(On Agency's letter head)

CATEGORY: _____ (for PR AGENCY/ DIGITAL AGENCY)

Commercial Bid Submission Letter

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

Sir,

FOR ENGAGEMENT OF (CATEGORY) AGENCY SUBMISSION OF BID

With reference to 'Selection /Empanelment of ----- agency for Export-Import Bank of India' we have carefully studied its scope of work and deliverables and based on these we submit our best price for carrying out the desired scope of work.

AFFIRMATION

We affirm that the total price quoted in the Bid Form B represents the entire cost to complete the work in accordance with the RFP and is inclusive of manpower cost, infrastructure cost, hardware cost, telephone expenses, other related hardware/software requirement for successful completion of the assigned work as per scope of work, out-of-pocket expenses and incidentals etc. and no claim will be made on account of any increase in expenses to be incurred.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of 2020.

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of Agency:

(On Agency's letter head)

CATEGORY: _____

Format for seeking clarification /Pre-bid queries (in word document only)

S. no.	Page no.	Clause	Query

Signature of Authorized person: _____

Signed at _____

Dated _____

For _____ by _____

Designation _____

Seal of Agency _____

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 RFP dated <*> and is required to submit performance bank guarantee in terms of the aforesaid RFP.

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 _____ 2020

Sealed & Signed by the Bank

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