

REQUEST FOR PROPOSALS

**For Engagement of a Consultant to Prepare
Quarterly Reports on Iron & Steel Industry
for Export-Import Bank of India**

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INFORMATION

(RFP No.EXIM/RFP/2019-20/078)

1.	Name of the Organisation	Export-Import Bank of India (hereinafter referred to as 'Exim Bank' or 'the Bank').
2.	Address for Communication and Submission of Proposal (Website Address)	Mr. Prahalathan Iyer Chief General Manager Export-Import Bank of India Centre One Building, Floor 21 World Trade Centre Complex Cuffe Parade Mumbai-400 005 Tel: +91-22-2217 2704 Email: rahulmazumdar@eximbankindia.in (www.eximbankindia.in)
	Activity	Date, Time & Place
3.	Date of issuance of RFP	February 18, 2020
4.	Document Downloading Start Date	February 18, 2020; 05:00 PM onwards
5.	Document Downloading End Date	March 11, 2020 upto 10.00 AM
4.	Pre-bid Submission Meeting	February 26, 2020, 2:30 pm. (The pre-bid meeting will start at 3.00 pm sharp. The venue of the pre-bid meeting is Export-Import Bank of India, Centre One Building, Floor No. 21, World Trade Centre Complex, Cuffe Parade, Mumbai - 400 005.)
5.	Deadline for Submission of Proposals	March 11, 2020 upto 2.00 PM
6.	Opening of Technical Bids	March 11, 2020, 5.00 PM at the above address
7.	Presentations by Shortlisted Consultants	Date and Time will be informed to the eligible bidders in due course.
8.	Opening of Commercial Bids and finalization of Consultant	Date and Time will be informed to the eligible bidders in due course
9.	Letter to the Identified Consultant	March 20, 2020
10.	Commencement of the Assignment	From April quarter

Note: Exim Bank reserves the right to change dates without assigning any reasons thereof. Information of the same shall be notified on the Bank's website.

Preparation, Submission of Applications

Preparation, Submission of Applications

The preparation and submission of Application Form will be in on-line mode.

i) On-line mode of Application

The applicant shall submit the application through Exim Bank's portal

<https://eximbankindiatenders.procuretiger.com>

For details for submitting Online Application, please refer the above portal.

Minimum Requirements for online application:

1. Computer/Laptop with Internet connection.
2. Operating System: Windows Version: Windows 7/8/10 – 32 or 64 Bit.
3. Digital Certificate: Class III, Signing + Encryption and it should be organizational certificate.
4. Vendor registration can be done online by opening Website:
<https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.

For any online technical clarification, kindly contact:

E-Procurement Technologies Limited 801 – Wall Street – II
Opposite Orient Club near Gujarat College,
Ellis Bridge, Ahmedabad – 380 006
Gujarat, India
Phone: +91 (79) 68136820/29/31/35/40/43/52/53/57/59/63
Fax: +91 (79) 40230847

Note: It is mandatory for Applicants to submit the Application in On-line mode only. Any Application not submitted in accordance with the requirements mentioned in this clause will be liable for rejection.

1. Terms of RFP

- 1.1 This Request for Proposal (RFP) document has been prepared solely for appointing a Consultant for the purpose of preparation of Quarterly Reports on Iron & Steel Industry (covering both India and other key producing and consuming countries), hereinafter referred to as “The Assignment”. The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. This document is meant to provide information only and upon the express understanding that the recipients / bidders will use it only for the purpose set out herein.
- 1.2 While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any liability to any person, including any applicant or bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid.
- 1.3. The consultancy firm / bidders shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by the Bank, attendance of meeting etc. and Exim Bank will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 1.4 The Consultancy firm / bidders must apply their own care and conduct their own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 1.5 Exim Bank reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the Consultancy firm / bidders or any obligation to inform the affected Consultancy firm / bidders on the grounds for the Bank's action or without assigning any reasons, whatsoever. The decision of Exim Bank shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- 1.6 Exim Bank also reserves the sole right for carrying out any amendments/ modification / changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the Bank's website www.eximbankindia.in and these will be binding on the bidders.
- 1.7 Exim Bank reserves the sole right to cancel the RFP at any stage without assigning any reason.
- 1.8 Before tendering, the bidders are requested to carefully examine the tender bid documents, terms & conditions of the assignment, Terms of Reference etc. and if there is or appears to be any ambiguity there in, they should immediately refer the matter to Exim Bank, for clarification.
- 1.9 Any tenders / bids received by Exim Bank after the deadline for submission of tenders prescribed by Exim Bank will be summarily rejected and returned unopened to the bidders. The

Bank shall not be responsible for any delay or non-receipt/ non-delivery of the documents to Exim Bank on or before the deadline

- 1.10 From the time the proposals are opened to the time of appointment, bidders should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.
- 1.11 The proposal submitted by the bidder will remain valid and open for evaluation according to their terms for a period of at least 365 days from the RFP closing date.
- 1.12 All queries relating to the RFP, technical or otherwise, must be by written communication / email only and will be entertained by the Bank only in respect of the queries received upto the date and time specified in the section 'Important Information for RFP'. The Bank will respond to all the queries in the pre bid meeting. Bank may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any bidder after the closure of RFP and all such information and material provided will be taken to form part of that bidder's response.
- 1.13 The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. Formation of consortium, joint venture or association of consultants or sub-contracting of services in whole or part with other firms shall not be permitted. In case the Consultancy firm / bidder is found to be not possessing the requisite capabilities, it will be summarily disqualified from the process for this assignment.
- 1.14 All intellectual property to be developed during the assignment shall be the exclusive property of Exim Bank, and Exim Bank will have full authority and discretion towards the manner in which it is utilized, with or without acknowledging the Consultancy firm.
- 1.15 Confidentiality of all information, documentary or otherwise, gathered during the course of the assignment shall be maintained by the firm, and shall not be disclosed to / shared with any third party without prior written consent of the Bank. Pursuant to completion of the assignment, the firm shall hand back to the Bank / destroy under confirmation to the Bank, all such information.
- 1.16 The Consultancy firm shall at all times, refrain from showing the report/work in progress or the completed report/work, to any person not authorized by Exim Bank
- 1.17 The Consultancy firm shall not divulge to any person not authorized by Exim Bank and will not use for its own purposes, any information concerning Exim Bank, its staff or the present assignment, which the Firm may have access to directly or indirectly in the course of the assignment.

2 Scope of Work

2.1 Exim Bank of India was set up in 1981 by an Act of Parliament and commenced business in March 1982. In its initial years, it engaged in vanilla ECA business, mainly medium/long term post-shipment credit for project exports, along with some packing credit and overseas investment finance. With the opening of the Indian economy, it took up finance for export capability creation, spanning export marketing, R&D, export production, export facilitation etc. Over the past decade and a half, it has also assumed the role of the GOI's policy instrument for its economic diplomacy initiatives viz. Lines of Credit, Buyer's Credit etc. Information on Bank's products & services and past financial performance can be accessed from the Bank's website: www.eximbankindia.in.

2.2 The broad scope of work includes: -

- a. The Consultancy firm beginning financial year 2020-21 would be required to bring out Quarterly Reports (covering both India and key producing and consuming countries) on the iron and steel industry.
- b. The Report should cover various themes (different for each quarter, apart from providing an outlook for the next quarter), which inter alia may include, in-depth analyses of both domestic market and overseas markets, competitiveness using various economic tools, strategies and recent market trends, export potential across harmonised codes in various regions, articles on topical issues, list of upcoming projects across the globe, issues related tariff and non-tariff barriers, evaluate international risks, improve India's competitiveness for the present/future, government policies, and any other aspects that is relevant in the context of international trade.
- c. The report should be in the range of 35-45 pages with substantial content, apart from graphs.
- d. A TOR is required to be discussed and finalized with Exim Bank before initiating the quarterly reports, every quarter.
- e. The interested bidder should have their own access to various databases to undertake analysis.
- f. The Assignment would also require the Consultancy firm to typeset and design the final report with a different cover page in every quarter (the typeset specifications will be given separately).
- g. The typeset report is to be shared atleast 45 days before the end of each quarter with Exim Bank; and finalised 30 days before the end of each quarter by the Consultancy firm.
- h. Submission of the draft earlier than 45 days is encouraged so that the Consultancy firm has time to carry out the changes and complete the work in time.

2.3 The firm should be able to demonstrate past work in this field, and prepare a coherent strategy paper to enable the Bank to fulfil its mandate better.

2.4 Indicative time frame:

Sr. No	Timelines	Schedule
1	Every fortnight from start of the quarter	Meeting/Conference Call with the Bank's officials
2	45 days from start of the quarter	First designed/typeset draft to be submitted to the Bank
3	15 days before end of the quarter	Final Designed/typeset report submission to Exim Bank

3. Process of Selection

3.1 The process of selection would include the following:

- i. Issuance of RFP
- ii. Pre-Bid Meeting
- iii. Submission of Bids
- iv. Opening of Technical Bids
- v. Presentations of the bidders meeting eligibility criteria to Selection Committee
- vi. Opening of financial bids of the bidders that are technically qualified (Technically qualified bidders will be ones that have scored above the predefined threshold decided by the Bank).
- vii. Award of contract, based on the combined score of the bidder

3.2 Eligibility

Bidders meeting the following criteria are eligible to submit their bids along with supporting documents. If the bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

Sl.No.	Eligibility Criteria	Documents Required
1	The bidder should have been in existence in India since January 01, 2013, or earlier with the ability to service the client across India.	Certificate of Incorporation/ Constitutional Documents Copy of PAN card GST Registration Certificate.
2	The bidder must have earned a minimum fee of INR 1 crore (Rupees one crore only) from management/ economic/ industry research consultancy services during each of the three previous financial years i.e. FY16-17, FY17-18, and FY18-19. Fees from services other than those mentioned above are not to be included.	Certificate from Chartered Accountants/Statutory Auditors accompanied by copy of audited financial statements of each of the financial years.
3	The firm should have undertaken at least 3 industry research assignments, preferably on iron & steel industry, for Indian Industry / Research Organisations/ Govt. Departments/ Financial Services Industry Players etc. during the last seven years starting from January 01, 2013. Experience with Public Sector Entities / Govt. Departments would be an added advantage.	Completion certificate from the client, along with a copy of the contract.
4	The firm should not have been banned/blacklisted or declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Govts./	Declaration & Undertaking by the firm. The bidder is also required to sign an Integrity pact as per Annexure V in Rs.500 stamp paper. Scanned copy to be uploaded

	Multilateral agencies such World Bank, ADB, AfDB/ RBI/ICAI. The firm should not have defaulted to Banks/FIs in India in payment of dues.	on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai.
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Non-submission of any of the specified documents by the bidder would result in rejection of bid. Exim Bank reserves the right to ask for additional/ alternate documents from the bidder. The firms meeting the above eligibility criteria will be taken forward to the next stage of technical evaluation.

3.3 Technical Bid

Technical Bid will include details of overall approach to the assignment along with specific proposals/solution on each of the deliverables mentioned in the TOR covering the conceptualization, design and delivery. Technical proposal should also clearly articulate the deliverables at the end of each phase of work. The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Proposal shall not include any financial information. The Technical Bid containing financial information may be declared non responsive and is liable to be rejected.

Format for Technical Bid

- The format for submission of the Technical Bid includes: Letter of Proposal (As per **Annexure I**).
- Consultancy firm's organization & management
- List of Assignments executed by the firm since January 01, 2013, which are relevant to RFP (**As per Annexure II**).
- List of assignments cancelled by the client / withdrawn from by the firm in the past, if any, along with reasons for cancellation / withdrawal (**As per Annexure II**)
- Names and profile of team members, composition and experience of team members (**As per Annexure III**).
- Pre-Contract Integrity Pact (**As per Annexure IV**)
- Signed copy of Non-Disclosure Agreement (**As per Annexure-V**)
- Signed copy of E-Tendering Process Compliance (**As per Annexure-VI**)

In addition to these, the Consultancy firm may add sections that may be relevant to the scope of the study. A Selection Committee of the Bank will evaluate the proposal and will primarily investigate the aforementioned sections for this purpose.

3.4. Financial Bid

The Financial Bid will contain the financial quote covering total price/fees/cost of undertaking the assignment inclusive of all out of pocket expenses of the consultancy firm, excluding GST. Consultancy firms / bidders will provide one quote for delivery of the Quarterly Report which will remain the same for the next four years (till April 2024). No upward revision in the price would be considered on any count. Relevant price information and the rates should be quoted in Indian Rupees only. The format of Financial Bid is given in **Annexure IV**.

- i. The financial bid made by the bidder should take care of the following:
- ii. The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- iii. Financial Bid which is conditional will be rejected.
- iv. In case of discrepancy in words and figures, the price quoted in words will be taken as final. There should not be any hidden costs for the items quoted.
- v. The Bank is not responsible for the arithmetical accuracy of the bid. The consultancy firm / bidders will have to ensure that all calculations are accurate.
- vi. Any overwriting, erasure, etc. must be initialed by the authorized person.
- vii. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fees.
- viii. The Bank will pay the tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful bidder / consultancy firm.

3.5 Payment Terms

The payment terms would be as follows:

Percentage	Completion Stage
25% of the contract value	Within 15 days of submission of typeset draft report to the satisfaction of Exim Bank.
75% of the contract value	Within 30 days of submission of the final typeset report to the satisfaction of Exim Bank.

4. Submission of Bids

4.1. The response to the RFP will be in three parts:

- i. Eligibility Bid
- ii. Technical Bid
- iii. Financial Bid

All the three parts should be submitted at the same time, but in separate forms.

4.2 Rules for Responding to this RFP

1. The firms / bidders should use the formats prescribed by the Bank for submission of the RFP Response. Documents not required as part of the Tender should not be provided.
2. All bid responses would be deemed to be irrevocable offers/ proposals from the firms / bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder/firm. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.
3. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
4. If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:
 - i. Bids submitted by the holding company and its subsidiary.
 - ii. Bids submitted by one or more companies having common director/s.
 - iii. Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
 - iv. Bids submitted by one or more companies in the same group of promoters/ management.
 - v. Any other bid in the sole discretion of the Bank is in the nature of multiple bids.
5. The Financial Proposal shall be submitted as per the format attached Annexure IV. The Consultancy firm's total contract amount shall be fixed lump sum including fee and all other expenses and taxes, excluding GST. The amount should be quoted in Indian Rupees only. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

5. Evaluation of Bids

5.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the 'Important Information' page given at the beginning of the RFP. During the opening of the bids, the bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the bidders for deputing their representatives. The representative must submit an authority letter authorizing him/her to represent and attend the Bid opening on behalf of the firm. The authorised representative having photo identification, present shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the bidders.

5.2 Preliminary Scrutiny

The Bank will scrutinise the offers received to determine whether they are complete and as per RFP requirement. The firms meeting the eligibility criteria will be taken forward to the next stage of technical evaluation.

5.3 Technical Evaluation

The technical bid submitted will be evaluated by a Selection Committee to be appointed by the Bank. Bidders who meet the eligibility criteria will make a presentation to the Selection Committee on the understanding of the proposed Approach and Methodology to be adopted to prepare the report, experience of proposed team, delivery time etc. The technical capabilities and competence of the firm should be clearly reflected in the discussion / presentation. The Bank will inform the date, time and venue of the discussion / presentation to the Consultancy firms that have met the eligibility criteria. It may be noted that the key members of the team proposed in the Technical Proposal (in **Annexure III**) will need to necessarily be made available to the Bank for delivery of the assignment and they should be present during the presentation.

The Bank has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. The Bank shall reserve the right to seek the change of Key members of the team proposed in case of need. The Bank reserves the right to review the decision of appointment in the event the Bank is not satisfied with the performance.

Based on the details submitted by the bidders in the Technical Proposal and the Discussion / Presentation to the Selection Committee of the Bank, the Technical Evaluation of the eligible firm will be carried out as per the detail outlined below:

a. Qualification and Experience (20 marks)

- Experience of the firm in undertaking industry research, preparation of industry outlooks
- Experience of the firm in preparing research reports in the iron and steel industry;
- Experience of the firm in working with Govt. Departments / PSUs

- Capacity of firm to carry out the assignment; and
- Organization and management.

b. Proposed Methodology and Works Plan (25 marks)

- Understanding of the objectives of the assignment;
- Responsiveness to the Terms of Reference;
- Innovativeness;
- Quality and clarity;
- Flexibility and adaptability; and
- Timeliness of outputs.

c. Relevant experience of Key Members of the Team and Team Leader (35 marks)

- Details of the core team that will be handling the assignment, their background, academic/ professional qualification.
- Experience in undertaking similar assignments; and
- Cumulative work experience relevant to the scope of this study.

Bidders who are eligible as per the eligibility criteria and score at least 60 marks out of 80 from the technical evaluation criteria as described above would be considered for short listing, and for making a presentation to the Selection Committee. The Bank, at its sole discretion, may also choose to lower the minimum score from 60 marks.

d. Presentation (20 Marks)

- After presentation to the selection committee, marks for the presentation are added to technical scores and technically qualified bidders are announced.

5.4 Opening of Financial Bids and Final Score

The evaluation criteria will be based on Quality and Cost Based Selection (QCBS) on 80:20 valuation. Financial proposals of only those bidders who are technically qualified (scoring 80 and above) shall be opened on the date and time to be advised to the qualified bidders, in the presence of the bidders and/or their representatives who choose to attend.

The marks scored in the technical bid which essentially rates the bidder on technical criteria will be given weightage of 80%. The financial bids will be given weightage of 20%. The final score of technical and financial evaluation will determine the ranking of the firms, who are technically qualified. In case of a tie in the Final score between bidders, the bidder with higher technical score will be given a higher rank. The Bank will invite the top ranked consultant for negotiation based on the ranking derived from the final score as per the calculation methodology given below:

Calculation of Final Score

$$\begin{aligned}\text{Commercial score (CS)} &= \frac{C_{\text{low}}}{C} * 20 \\ \text{Technical score (TS)} &= T * 0.8 \\ \text{Final score (S)} &= CS + TS\end{aligned}$$

C low - The lowest commercial bid

C - Commercial quote of the bidder

T - The marks obtained by the bidder as per the technical evaluation

5.5 Notification of Outcome

Exim Bank shall issue a Letter of Intent to the selected firm undertaking the evaluation process as discussed above, followed by negotiation and notify all other bidders by email/letter who are qualified under the eligibility criteria defined above. The Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of Exim Bank shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

The selected firm shall sign the contract within 10 days (including holidays and weekend) and is expected to commence the assignment soon thereafter. The contract will have usual terms and conditions for execution of this type of assignment. If the selected firm based on highest combined score fails to enter into contract due to whatsoever reasons, the Bank will invite the next ranked bidder for negotiations and award of the contract. The first completed designed/typesetted draft of each report shall be completed within first 45 days from the start of every quarter.

6. General Terms and Conditions

- 6.1 Attention of bidders is drawn to the relevant and extant instructions of GoI, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the consultant and are required to be complied with. As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/Contractors observe the highest standard of ethics and do not resort to any corrupt or fraudulent practices during the procurement and execution of such contracts in pursuance of this policy:
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
 - "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Consultancy firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 6.2 The Contract with the selected firm shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Mumbai, Maharashtra.
- 6.3 During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected firm, as the case maybe, can do so only with the prior written concurrence of Exim Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected firm during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, the Bank reserves the unconditional right to insist the selected Consultant to replace any team member with another (with the qualifications and competence as required by the Bank) during the Assignment pursuant to this RFP.
- 6.4 All applicants under the RFP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep Exim Bank and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions,

litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by Exim Bank and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the Consultant and or its directors, employees, in the performance of the Assignment including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Consultant under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Consultant and the Bank.

Annexure I

LETTER OF PROPOSAL

Date: *[insert day, month, and year]*

To: ***Export-Import Bank of India***

We, the undersigned, apply for appointment as the consultant **for the purpose of preparation of Quarterly Reports on Iron & Steel industry for Export-Import Bank of India**

as per the RFP document dated _____ and declare that:

- (a) We have examined and have no reservations to the RFP document. We have no conflict of interest for undertaking the proposed assignment.
- (b) We meet the eligibility requirements as stated in the RFP document. We confirm that we have the requisite in-house expertise to carry out the proposed assignment.
- (c) We confirm that we have not defaulted in any loan to any Bank/FI and our account has not been classified as Non-Performing Asset (NPA) with any Bank/FI. We further confirm that none of our companies/promoters/directors/partners appear in RBI Caution List, RBI Willful Defaulter List (Suit filed as well as non-suit filed) and CIBIL Defaulter List, updated from time to time. On being included in any of the above lists, we shall immediately inform Exim Bank on the inclusion and reason for inclusion thereof;
- (d) We confirm that our firm has not been banned/ debarred/ blacklisted or declared ineligible for corrupt and fraudulent practices by the Govt. Of India, State Govts. / RBI/ ICAI and Multilateral agencies such as the World Bank, Asian Development Bank, African Development Bank. We also note to inform the Bank immediately if the above actions are taken against our firm during the entire bidding process.
- (d) We understand that you may cancel the selection process at any time and that you are not bound to accept any Application that you may receive without incurring any liability to the Applicants.
- (e) All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief. We understand that misrepresentation of facts in our Application and contravention to any of the terms and conditions of RFP may lead to rejection of our Application.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]* Name *[insert full name of person(s) signing the Application]*

In the capacity of *[insert capacity of person(s) signing the Application]* Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

Board Resolution for the authorized signatory signing the documents/bids

Annexure II

PAST RELEVANT EXPERIENCE

The Bidder is requested to use the format below to provide information on past engagement in assignments relevant to the RFP/Terms of Reference. Separate sheet may be used for each client.

Name of the Client	
Brief description of the Assignment/ Terms of Reference	
Duration of the assignment (in months) as per agreement.	
- Start Date	
-End Date	
No. of Professional Staff deployed for the assignment	
Contact details of senior executive of the client (Name, contact number, email id etc.)	

Cancellation/withdrawal of contract, if any.

Name of the Client	
Brief description of the Assignment/ Terms of Reference	
Duration of the assignment (in months) as per agreement.	
Start Date	
Cancellation / Withdrawal Date	
Reasons for cancellation/withdrawal	

ANNEXURE-III

TECHNICAL PROPOSAL:
Profile, Composition and Experience Of Team Members

I. Team profile

PROFILE OF PROPOSED TEAM LEADER AND KEY TEAM MEMBERS	
Name	
Designation	
Qualifications	
Nationality	
Years in the firm and total work experience	
Previous work experience and duration	
Areas of expertise relevant to RFP	
Role in the proposed assignment	
Level of engagement in the proposed assignment	

ii. Proposed list of dedicated personnel (at least 3 are required)

Sl. No.	Name	Age	Qualification	Experience Relevant to RFP	Proposed Role in the Team
	Senior Management				
1					
2					
	Middle Management				
1					
2					
	Junior Management				
1					
2					

Note: Brief CVs/Resumes to be enclosed for each of the team member mentioned in the table below.

ANNEXURE IV

PRE-CONTRACT INTEGRITY PACT

Between

Export-Import Bank of India (EXIM BANK) hereinafter referred to as “**The Principal**”,
and

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

Preamble

The Principal intends to award, under laid down Organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Sanction 3 - Disqualification from tender process and exclusion from future contracts

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

Sanction 4 – Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

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

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

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

Section 8 - Independent External Monitor

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

Shri Debabrata Sarkar Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) , Mumbai – 400054 Email: dsarkar53@gmail.com Mobile: 08879684000	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: subodhgoel22@gmail.com Mobile:09650867778
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The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), EXIM BANK.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Managing Director (MD), EXIM BANK and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Managing Director (MD), EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director (MD), EXIM BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (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.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure-V

NON-DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____ by and between

_____, (a _____ incorporated under the _____) having its office at _____ (hereinafter referred to as “_____” or the “**Receiving Party**”, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

Export-Import Bank of India, a corporation established under the Export-Import Bank of India Act, 1981 and having its Head Office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 and one of its Regional Office at _____ hereinafter referred “EXIM” or “**Disclosing Party**”) which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

_____ & EXIM are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

The Parties intend to engage in a business relationship which includes _____. In the course of such business relationship, it is anticipated that EXIM may disclose or deliver to _____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of _____ (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**: For the purposes of this Agreement, “Confidential Information” means any and

all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof.

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose .

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) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was 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 (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited 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 commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use of disclosure of the Disclosing Party’s Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party .

3. **Publications**: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or 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 till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between _____ and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party 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. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.
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. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information**: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information,
(ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.

7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the 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.
9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India

Receiving Party: _____

or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. if delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. if sent by pre-paid first class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
- iii. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- iv. if sent by an electronic mail, on the day of receipt, if received before 11.00 a.m on a business day, or otherwise on the first business day after receipt.

10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India

and the parties submit to the jurisdiction of courts/tribunals at Mumbai.

- 11. General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder. All Confidential Information is provided on “as is” basis. 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, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

Receiving Party

By_____

By_____

Name:

Name:

Title:

Title:

ANNEXURE-VI

E-TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you for participation in the bid event
(Tender Ref: **RFP No. EXIM/RFP/2018-19/078**)

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of the EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s E-Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the EXIM Bank. However, M/s E-Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum.

I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Date: -

Organization Name: -

Designation: -

ANNEXURE VII

SUMMARY OF COSTS

Provide a **Summary of Costs** per the following format:

TOTAL PROJECT COST	
COST COMPONENT	COST (Indian Rupees)
Quarterly Remuneration	
TOTAL (excluding GST)	

* The total costs are inclusive of all expenses, but excluding GST