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REQUEST FOR PROPOSAL

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Request for Proposal Document for Consultancy Services for Comprehensive Gap Analysis, and preparation of Risk Appetite Statement

RFP No.EXIM/RFP/2019-20/083



MARCH 12, 2020  
EXPORT-IMPORT BANK OF INDIA

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Table of Contents		
Sr. No.	Particulars	Page No.
1	Important Information	1
2	Terms of RFP	2
3	Terms of Reference	5
4	Process of Selection	9
5	Submission of Bids	12
6	Evaluation of Bids	15
7	General Terms and Conditions	18
8	Annexure I: Proposal Submission Form	21
9	Annexure II: Format for Past Relevant Experience	22
10	Annexure III: Format for Profile, Composition and Experience of Team Members	23
11	Annexure IV: Financial Proposal Submission Form	24
12	Annexure V: Bank Guarantee for Advance Payment	25
13	Annexure VI: Pre-Contract Integrity Pact	27
14	Annexure-VII : Non-Disclosure Agreement	32
15	Annex A: Summary of Costs	38
16	Annex B: Breakdown of Reimbursable Costs	39

### Important Information

(RFP No.EXIM/RFP/2019-20/083 dated 12/03/2020)

1.	Name of the Organization	Export-Import Bank of India (hereinafter referred to as 'Exim Bank' or 'the Bank').
2.	Address for Communication and Submission of Proposal	Mr. Gaurav Bhandari General Manager Export-Import Bank of India Centre One Building Floor 21, World Trade Centre Complex Cuffe Parade Mumbai-400 005 Tel: +91-22-2216 2070 Email: <a href="mailto:rmg@eximbankindia.in">rmg@eximbankindia.in</a> and <a href="mailto:gaurav@eximbankindia.in">gaurav@eximbankindia.in</a> ( <a href="http://www.eximbankindia.in">www.eximbankindia.in</a> )
	Activity	Date, Time & Place
3.	Date of issuance of RFP	March 12, 2020
4.	Pre-bid Meeting	March 20, 2020
5.	Last date for written request for any clarifications	March 21, 2020
6.	Last date for submission of bids	April 03, 2020 upto 4.00 PM at the above address
7.	Opening of Bids (Eligibility & Technical)	April 03, 2020 at 5.00 PM at the above address.
8.	Discussions / Presentation by eligible bidders with selection committee	Date and Time will be informed to the eligible bidders in due course.
9.	Opening of Financial Bids	Date and Time will be informed to the eligible bidders in due course.

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

## 1. Terms of RFP

- 1.1 This Request for Proposal (RFP) document has been prepared solely for appointing a Consultant for Comprehensive Gap Analysis and preparation of Risk Appetite Statement for Exim Bank, 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](http://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 90 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 not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.
- 1.14 All intellectual property to be developed during the course of 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 bidder 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 bidder 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 Terms of Reference (TOR)

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](http://www.eximbankindia.in).

2.2 The Bank is wholly owned by the Government of India which is the sole shareholder. Ministry of Finance, Government of India, specifically the Department of Financial Services is the parent ministry of the Bank. Mission, Objectives, Role and Functioning of the Bank are prescribed by the Export-Import Bank of India Act, which also specifies the composition of the Board of Directors and the general superintendence and management of the Bank.

2.3 The Export-Import Bank of India Act defines the Bank's Objective as providing financial assistance to exporters and importers, and for functioning as the principal financial institution for coordinating the working of institutions engaged in financing export and import of goods and services to promote the country's international trade and for matters connected therewith or incidental thereto. Further, the Act also specifies that the Bank shall act on business principles with due regard to the public interest.

2.4 The Bank is led at the Board level by a team of eminent personnel including senior policymakers, expert bankers, leading players in the industry and international trade and professionals in exports, imports or financing. The Board comprises 12 directors appointed by the Government of India, including the Chairman and Managing Director. These include five high-ranking Government of India functionaries, three directors from scheduled commercial banks and four industry/trade experts. Key roles are fulfilled by three directors nominated by the Reserve Bank of India (RBI), Industrial Development Bank of India (IDBI) and ECGC Ltd.

2.5 Bank's Vision has evolved from a product-centric approach to a more customer- centric approach by offering a comprehensive range of products and services to empower businesses at all stages. Over a period of time, the Bank has built a strong and a viable commercial portfolio with a focus on externally oriented companies through innovative and competitive range of products and services. The Bank's Mission is to facilitate globalisation of Indian Business.

2.6 The Bank is regulated by the Reserve Bank of India. In its functioning, the Bank is guided by and implements all the relevant and applicable norms, instructions and guidelines of the Reserve Bank of India.

2.7 Section 5[4] of the Exim Bank Act provides that in the discharge of its functions under the Act, the Bank shall be guided by such directions in matters of policy involving public interest as the Central Government may give to it in writing. The Bank shall implement all policy directions of the Government of India as issued to it from time to time.

2.8 The Bank is operated through its Head Office at Mumbai and 9 domestic regional offices, 8 overseas regional offices and 1 branch in London.

### **Risk Management**

2.9 The Risk Management Committee of the Board (RMC) is responsible for monitoring and managing Bank-wide risks, and overseeing the policy and strategy for integrated risk management related to credit risk, market risk, and operational risk. The Bank has an Operational Risk Management Committee (ORMC), which analyses the details of occurrence of the Operational Risk Events (OREs), approved by the Bank's Committee of Executives (COE) and recommends corrective action(s) to prevent recurrence. The ALCO deals with issues relating to ALM policy, and analyses the overall market risk (liquidity, interest rate risk and currency risk) of the Bank. The Credit Risk Management Committee (CRMC) deals with credit policy, procedures and analyses, manages and controls credit risk on a Bank-wide basis. Fund Management committee (FMC) periodically review funds flow position and to decide on actual investments/disinvestments/raising of borrowings/resources. The RMC periodically reviews the functioning of the Bank's ORMC, ALCO, CRMC and FMC. The Bank has in place an advanced Credit Risk Model that enables a broad-based credit decision support (by incorporating a range of qualitative as well as quantitative parameters / measures) and better portfolio management capability. A rating committee is in place to independently review the credit ratings assigned by



sponsoring officers of the respective proposals. The Bank undertakes an annual review of the business continuity and disaster recovery plans of all its offices. Each of the plans is vetted for completeness with regard to critical business continuity risk events, and safeguards in place for mitigating the impact thereof.

2.10 With a view to achieve better risk management, monitoring and reporting in line with operating environment, the economic conditions, the emerging industry and technological risks or expectations, and best practices, Exim Bank has felt the need to undertake a Comprehensive Gap Analysis in the existing risk management systems/ practices and preparation of Risk Appetite Statement of the Bank.

2.11 The scope of the consultancy is to undertake a comprehensive Gap Analysis and preparation of Risk Appetite Statement. The firm should be able to demonstrate past work in this field, with ability to complete the assignment in line with the industry practices. Experience of similar consultancy assignments to other ECAs will be an added advantage. Specifically, the selected firm shall, deliver inter alia, as per the Terms of Reference (TOR) given below:

Key Output	Details
Comprehensive Gap Analysis	<ul style="list-style-type: none"> <li>Conduct meetings with various stake holders of the bank. Study and evaluate existing risk management systems / practices across credit, operational, market and compliance risk functions in the Exim Bank against regulatory requirements and leading practices. Identify gaps in each of these areas, conduct an impact analysis of key gaps identified and propose roadmap inter alia to upgrade the risk management framework covering policies, processes, methodology, systems and MIS.</li> <li>Based on the study, provide recommendations for revision / enhancement of existing or formulation of new policies / framework in line with the leading practices and regulatory guidelines. This may include suitable recommendations for change in the role of Risk Management Function. Recommendations may be made for process changes (if required) with due consideration for timely delivery of credit.</li> </ul>

Risk Appetite Statement of the Bank	Define Bank wide Risk Appetite Statement including, inter-alia: <ol style="list-style-type: none"> <li>i. The amount and types of risk that the Bank may take in order to meet its strategic objectives.</li> <li>ii. Creation of             <ul style="list-style-type: none"> <li>• Risk appetite policy and procedures document</li> <li>• Risk appetite periodic reporting document.</li> </ul> </li> <li>iii. Develop defined risk appetite measures. These include risk appetite, risk tolerance definitions and limits.</li> <li>iv. Define various group's responsibilities in contributing to risk measures with special emphasis on Credit, liquidity, market risk and operational risk.</li> <li>v. Develop a framework for taking individual and group exposures including use of dynamic thresholds.</li> <li>vi. Develop a framework for country exposure limits for Bank's sovereign lending.</li> </ol>
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2.12 Exim Bank may at its sole and absolute discretion, choose to avail all services or part thereof. Such decision may be advised during the course of the project.

2.13 A time frame of not more than 3 months for completion of assignment from the date of award of contract is envisaged. The consultant is also expected to make a comprehensive presentation on the report to the Bank's Board/Management.

2.14 Indicative time frame:

- July 07, 2020 : Submission of Draft Report to the satisfaction of Exim Bank
- July 21, 2020 : Presentation to the Bank's RMC
- Submission of final report based on the feedback received from the RMC.

### 3. Process of Selection

The process of selection would include the following:

- i. Issuance of RFP.
- ii. Pre-Bid Meeting.
- iii. Submission of Bids.
- iv. Opening of Eligibility & Technical Bids.
- v. Presentations by the bidders meeting eligibility criteria to Selection Committee – Assign Technical Score.
- 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) – Assign Financial Score.
- vii. Award of contract, based on the Final score of the bidder

#### 3.1 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.

Sr. No.	Eligibility Criteria	Documents Required
1.	The bidder should have been in existence in India since January 01, 2013 or earlier with ability to service the client across India and should have an office in Mumbai.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation/ Constitutional Documents.</li> <li>• Copy of PAN card</li> <li>• GST Registration Certificate.</li> </ul>
2.	The bidder must have earned a minimum fee of INR 10 crore (Rupees ten crore only) from management consultancy services during each of the three previous financial years i.e. FY16- 17, FY17-18 and FY18-19. Fees from services other than management consultancy e.g. audit, tax, rating etc. would not be included.	Certificate from Chartered Accountants/Statutory Auditors for the same.

3.	The bidder should have undertaken at least 3 similar assignments in India for Public Sector Banks / Financial Institutions / Export Insurance Agencies / other Export Credit Agencies etc. during the last seven years starting from January 01, 2013	Completion certificate from the client mentioning the broad scope of contract OR Completion certificate from client along with a copy of the contract.
4.	The bidder [including related parties as defined in 4.3 (4)] should not have been banned/blacklisted declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Govt./ Multilateral agencies such World Bank, ADB, AfDB/ RBI/ICAI. The firm should not have defaulted to Banks/FIs in India in payment of dues	Declaration & Undertaking by the firm. The bidder is also required to sign an Integrity Pact as per <u>Annexure VI</u> on a INR 500 stamp paper.

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 eligible for the next stage of technical evaluation.

### 3.2 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).
- 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).
- Signed copy of Non-Disclosure Agreement (As per Annexure-VII)
- Comments & suggestions on TOR.

- h) Approach & methodology.
- i) Work Schedule (including expected commencement day, draft submission, etc.).

In addition to these, the Consultants may add sections. A Selection Committee of the Bank will evaluate the proposals and will primarily look into the aforementioned sections for this purpose.

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### 3.3. Financial Bid

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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 consultant. GST and any other applicable taxes have to be excluded. Consultants / bidders will bid an overall amount for the entire programme duration of not more than 3 months. 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.

The financial bid made by the bidder should take care of the following:

- i. The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- ii. Financial Bid which is conditional will be rejected.
- iii. 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.
- iv. 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.
- v. Any overwriting, erasure, etc. has to be initialed by the authorized person.
- vi. 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.
- vii. 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.

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### 3.4 Payment Terms

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The payment terms would be as follows:

Percentage	Completion Stage
50%	Within 30 days of submission of the draft report to the satisfaction of Exim Bank.
50%	Within 30 days of submission of the final report to the satisfaction of Exim Bank.

Note: Advance Payment of 25% of contract value can be considered subject to furnishing Bank Guarantee (in the format as mentioned in Annexure V) for equivalent value from a Scheduled

Commercial Bank. The advance payment so released will be adjusted against 50% of contract value payable on submission of draft report.

#### 4. Submission of Bids

##### 4.1 Response to RFP

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The response to the RFP will be in three parts:

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

All the three parts should be submitted at the same time, but in separate sealed envelopes giving full particulars in the manner specified in the paragraphs given below. The envelopes should reach Exim Bank on or before the timeline mentioned in the 'Important Information' given at beginning of this RFP.

##### 4.2 Submission of Documents in response to RFP

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The RFP response documents should be submitted in the following manner:

- i. Response to be submitted physically in form of 5 envelopes as under:

Envelope 1:

A sealed envelope containing full particulars of eligibility criteria (specified in section 3.1) should be super scribed "ELIGIBILITY CRITERIA FOR APPOINTMENT OF CONSULTANT"

Envelope 2

A sealed envelope containing Technical Bid documents (specified in section 3.2) should be super- scribed "TECHNICAL BID FOR APPOINTMENT OF CONSULTANT".

Envelope 3:

A sealed envelope containing soft copy (scan copy in PDF format) of the eligibility criteria and technical bid documents submitted in a pen drive and should be superscribed "SOFT COPY OF ELIGIBILITY CRITERIA & TECHNICAL BID FOR APPOINTMENT OF CONSULTANT".

Envelope 4:

A sealed envelope containing Financial Bid Document (specified in section 3.3) should be super scribed "FINANCIAL BID FOR APPOINTMENT OF CONSULTANT."

#### Envelope 5:

The above FOUR envelopes should be put together in a FIFTH envelope super scribing "APPOINTMENT OF CONSULTANT FOR COMPREHENSIVE GAP ANALYSIS AND PREPARATION OF RISK APPETITE STATEMENT FOR EXPORT-IMPORT BANK OF INDIA - NAME OF THE CONSULTANT" with clear marking "DO NOT OPEN BEFORE APRIL 03, 2020, 5 PM."

- ii. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed envelopes.
- iii. The proposal should be prepared in English and all correspondence will be in English. The Bid shall be printed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the bidder to bind the bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. The Bank reserves the right to reject the Bids not conforming to the above.
- iv. The authorization for signing shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- v. The Bidder shall submit the proposals/Bid properly in a file so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as "Page #".
- vi. It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy will be given precedence.
- vii. Only one submission of the RFP response by each bidder will be permitted. In case of multiple submissions by the bidder, the last submission made within the prescribed timeline, will be given precedence.
- viii. The Bid must be submitted to the Bank at the address mentioned at the beginning under the head "Important Information."
- ix. Submission by Fax transmission or emails is not allowed and will be considered invalid.
- x. Incomplete Bids with Documents not submitted or incomplete/partial documents/information submitted as per the requirement of this RFP are liable for rejection.

#### 4.3 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:
  - a) Bids submitted by the holding company and its subsidiary.
  - b) Bids submitted by one or more companies having common director/s.
  - c) Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
  - d) Bids submitted by one or more companies in the same group of promoters/ management.
  - e) 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 Consultant's total contract amount shall be fixed lump sum including fee and all reimbursable costs and excluding taxes. 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

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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 has to 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, 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

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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

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The technical bid submitted will be evaluated by a Selection Committee to be appointed by the Bank. The bidder who have met the eligibility criteria will make a presentation to the Selection Committee on the understanding of the key challenges before the Bank, proposed Approach and Methodology to be adopted to develop effective business strategy, experience of proposed team, delivery time etc. The technical capabilities and competence of the firm should be clearly reflected in the presentation. The Bank will inform the date, time and venue of the 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 Presentation to the Selection Committee of the Bank, the Technical Evaluation of the eligible firm will be carried out as outlined below:

a. Qualifications and Experience (20 marks)

- Experience of the firm of carrying out similar assignments in India
- Experience of the firm for carrying out similar assignments for other Exim Banks/Export Credit Agencies / Public Sector Banks
- Capacity of consultants to carry out the assignment
- 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
- 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 similar assignments
- Cumulative work experience.

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 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 will be added to technical scores and technically qualified bidders will be announced.

#### 5.4 Opening of Financial Bids and Final Score

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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 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

Commercial score (CS) =	$\frac{C_{low}}{c} * 20$
Technical score (TS) =	$T * 0.8$
Final score (S)	= CS + TS

$C_{low}$  - 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 as per the above evaluation process followed by negotiation and notify all other bidders by email/letter who have submitted proposals about the decision taken. 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 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 final 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 assignments shall be completed within 3 months from the date of the award by Exim Bank.

## 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:
- a. "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
  - b. "Fraudulent Practice" means a 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 Consultant 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 course of 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 Comprehensive Gap Analysis and preparation of Risk Appetite Statement for Exim Bank 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 Govt. / 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

### Format for 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,	

### 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

#### 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

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					



ANNEXURE IV

FINANCIAL BID SUBMISSION FORM

[Location, Date]

To: Export-Import Bank of India

Mumbai

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated \_\_\_\_\_ and our Technical Proposal. We are hereby submitting our Financial Proposal, in a separate file.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the bid of 90 days.

Form A includes the substance of our Financial bid, and is exclusive of all taxes including GST.

We understand you are not bound to accept any bid you receive. Yours

sincerely,

---

[Authorized signature(s)]

Name and Title of Signatory

Name of Firm

Address

Attachments:

- I. Annex A Summary of Costs
- II. Annex B Breakdown of Reimbursable Costs

ANNEXURE V

**BANK GUARANTEE FOR ADVANCE PAYMENT**

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

**Ref.....**

**Bank Guarantee**

**No.....**

**Date.....**

.....

To

Export-Import Bank of India,  
Floor No.21, World Trade Centre Complex, Cuffe Parade, Mumbai-400025

Dear Sirs,

1. In consideration of the Export-Import Bank of India, on behalf of the President of India, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated..... and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated..... valued at..... for..... (scope of work) and the Owner having agreed to make an advance payment to the Contractor (specify nature of work for which advance is given) not exceeding Rs. .... (in words & figures) as an advance against Bank Guarantee to be furnished by the Contractor.
2. We.....(Name & Address) having its Head office at .....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said supplier(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.
3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty,

without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing, whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs..... (in words & figures).
  - (2) This Bank Guarantee will be valid upto .....; and
  - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

..... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... (Official Address)	..... (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

ANNEXURE VI

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	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida - 202303 Email: subodhgoel22@gmail.com
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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)

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



### 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:

## ANNEXA

### SUMMARY OF COSTS

Provide a Summary of Costs per the following format:

TOTAL PROJECT COST	
COST COMPONENT	COST (Indian Rupees)
Remuneration	
Reimbursable Expenses	
Taxes including GST	
TOTAL*	

\* THE TOTAL COSTS ARE EXCLUSIVE OF ALL TAXES, DUTIES, FEES AND OTHER IMPOSITIONS.

## ANNEX B

### BREAKDOWN OF REIMBURSABLE COSTS

Provide a Breakdown of Reimbursable Costs per the following format:

#### REIMBURSABLE EXPENSES

Item No.	Description	Quantity	Unit Price	Total Amount
1	Travel:			
	- Airfare			
	- Hotel			
	- Meals and Incidentals			
2	Local Travel:			
	- Ground transportation			
	- Other local travel cost			
3	Communication Expenses			
4	Other Direct Expenses			
5	- (Provide detail as applicable)			
	TOTAL			

REIMBURSABLE EXPENSES SHALL BE LIMITED TO REASONABLE, ALLOWABLE AND NECESSARY COSTS TO UNDERTAKE THE SERVICES DEFINED IN THE TERMS OF REFERENCE AND SHOULD BE COMMENSURATE WITH THE TECHNICAL PROPOSAL.