



**E-Tender
for
Empanelment of Travel Agency for Hiring of Air-
conditioned (AC) Buses for Transportation of
Bank's Staff to World Trade Centre, Cuffe Parade,
Mumbai - 400005 From Various Locations**

E-Tender Reference No: EXIM/RFP/2021-22/18

**Head Office:
Centre One Building, 21st Floor, World Trade Centre Complex,
Cuffe Parade, Mumbai – 400 005**

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QUOTATION BID NOTICE

Export-Import Bank of India (India Exim Bank), a corporation established under the Export-Import Bank of India Act, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for “Empanelment of a travel agency for hiring of air-conditioned buses for transportation of the Bank’s staff from various locations in Mumbai to World Trade Centre Complex, Cuffe Parade.

1. Bids are invited through e-Tendering process. E-Tendering is the process by which bidding activity is carried out using internet and associated technologies in a faster and secure environment.

2. Vendor registration can be done online by visiting:
<https://eximbankindiatenders.procuretiger.com>

Click on the “New Bidder Registration” link, create User Id and Password, and attach your Digital certificate.

3. Tender document can be downloaded from the above mentioned website after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.

4. CONTACT INFORMATION FOR E-TENDER PROCESS

e-Procurement Technologies Limited
A- 801 – Wall Street - II,
Opposite Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380 006.
Gujarat State, India

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895
Primary Contact Numbers:- M:- 9081000427/ 09904406300
E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

GENERAL TENDER DETAILS

Tender Document for	Empanelment of travel agency for hiring of air-conditioned buses for transportation of the Bank's staff from various locations in Mumbai to World Trade Centre Complex, Cuffe Parade.
Tender Reference No.	EXIM/RFP/2021-22/18
Type of Tender	Open Bid (Two Bid System)
Tender Document Cost	₹ NIL
EMD Amount	₹ 10,000 in the form of a Demand Draft drawn in favour of Export-Import Bank of India
Last date for acceptance of IP Agreement	September 20, 2021, 5:00 PM
Place of Submission of IP Agreement original document	Export-Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	August 30, 2021, 5:00 PM
Document Downloading Start	August 30, 2021, 5:00 PM
Date of Online Pre-Bid meeting	September 09, 2021, 11:00 AM-12:00 PM at https://eximbankindia.webex.com/meet/hrm
Document Downloading End Date	September 20, 2021, 5:00 PM
Last Date and Time For Submission	September 20, 2021, 5:00 PM
Opening of Tender	September 21, 2021, 10:00 AM
Address for communication	Ph. 022-22172771/2774 swarup.c@eximbankindia.in ajayprabhu@eximbankindia.in
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

Note: Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet i.e., the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and

password and place their Technical & Commercial bids. The eligible Bidders will be trained by M/s e-Procurement Technologies Ltd. (abcprocure.com) personnel on the methodology of submitting the bids online using a special digital signature / electronic key / password at the date and time specified. The bids placed by the Bidders are confidential and will be opened by the authorized India Exim Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection
2. Operating system – Windows 7/ Windows 10
3. Digital certificate - Class II or III, signing + Encryption, and **it should be organizational certificate only**
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 clarification kindly contact –

E-Procurement

Technologies Limited 801 –

Wall Street – II

Opposite Orient Club near Gujarat College,

Ellis Bridge, Ahmedabad – 380 006

Gujarat, India

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895

Primary Contact Numbers:- M:- 9081000427/ 09904406300

E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

Mandatory information required for pre-qualification of the Bidder

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

Contents	Particulars
1. Name of the Firm/ Company	
2. Name of the Proprietor	
Partners/Directors	
A (Mobile No.)	
B (Mobile No.)	
3. Office Telephone Nos.	
a.	
b.	
c.	
4. Head Office Address	
5. Email Address	
a.	
b.	
6. Year of Establishment	
7. Registration No. and Date of Registration	
8. Status of the firm (Proprietor/Partnership/Co.	
9. Name of Bankers	a.
	b.
10. PAN Card No.	
11. GST No.	
12. Details of Earnest Money Demand Draft No. Date of Demand Draft Name of Bank on which DD Drawn	
13. Annual Turnover of the Firm/ Company	
14. Service Tax Registration Number (attach certified copy)	

15. List of Organizations with address and telephone number to whom services have been provided during the last three years with period of contract to be enclosed.	
16. Registration Nos. of AC Buses together with make, year of purchase and km run along with photocopies of registration book and valid insurance to be attached in a separate sheet.	
17. Details of drivers (Driving License, Police Verification, an undertaking about no history of accident/ theft), who will be running the buses will be required to be provided before a particular Bus is deployed on any route. Please give your consent to abide by this requirement.	I / we agree to provide the details I / we will not be able to provide the details (Strike out which is not applicable)
18. Any other information important in the opinion of the bidder	

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

Date :

Place :

Note : Please furnish document proofs wherever necessary, issued by the appropriate authority

INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website: <https://eximbankindiatenders.procuretiger.com/EPROC/>
2. The bidders can enrol themselves on the website: <https://eximbankindiatenders.procuretiger.com/>. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e-tender.
4. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
5. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document / schedule. These documents can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Please make sure all format asked as per Sr. No 4 and 5 above and as per table of contents of tender document are properly uploaded on the online Website for E-Procurement <https://eximbankindiatenders.procuretiger.com/>

This Invitation for Bids is open to all the entities meeting necessary eligibility criteria as mentioned in this document. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, the General Manager, India Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. The bidder or his agent must have an office in Mumbai, India. Bidders despite meeting the criteria given above may be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in providing services or financial failure, etc.

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012, issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a. District Industries Centers (DIC)
 - b. Khadi and Village Industries Commission (KVIC)
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME (MoMSME)
 - h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
5. The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

Relaxation of Norms for Micro & Small Enterprises (MSEs):

- a.** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- b.** However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein India Exim Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

GENERAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer (India Exim Bank). Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Standard Arbitration Clause:** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and

the case will be referred to the Indian Council of Arbitration (ICA) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

- 4. Penalty for use of undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5. Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 6. Liquidated Damages:** In the event of the Seller's failure to submit the Bond/ Guarantee and Documents, supply the services as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 5% of the contract price of the delayed/undelivered services, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services/goods.
- 7. Termination of Contract:** The Buyer shall have the right to terminate Contract in part or in full in any of the following cases:
 - (a) The Seller is declared bankrupt or becomes insolvent.
 - (b) The Seller continues to provide below-par (as mutually agreed) services despite two written notices in a month.
 - (c) With mutual agreement
 - (d) As per decision of the Arbitration Tribunal.
- 8. Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email, addressed to the last known address of the party to whom it is sent.

9. Amendments: No provision of the present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

10. Evaluation and Comparison of Bids:

The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

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

- a. General Eligibility and technical specification evaluation
- b. Commercial evaluation

11. The e-tender shall be in two Bid System i.e. Technical Bid and Commercial Bid. The amount of EMD (Bid Security) is ₹ 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn in favour of **Export-Import Bank of India** which shall be couriered / sent to the Bank through registered post and the details should be mentioned in the bid document.

12. The Demand Draft shall be valid for at least 3 months. The Bid shall be opened on Export- Import Bank of India, WTC, 21st floor, Cuffe Parade, Mumbai by the Committee authorized by this office and in the presence of such bidders or their authorized representative who may wish to be present. The competent Authority reserves the rights to cancel any or all the tenders without assigning any reasons.

13. Notices to local bodies:

The Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

14. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to successful bidder(s).
15. Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

SCOPE OF WORK

India Exim Bank invites all qualified bidders to participate in this e-tender for Annual Rate Contract for hiring air-conditioned buses for transportation of Bank's staff to World Trade Centre Complex, Cuffe Parade from various locations including Juhu, Andheri (E), Lokhandwala, Andheri (W), Chembur, Thane, Borivali, Bandra, Powai (5 days a week except Bank holidays) for a period of three years from date of Agreement of contract. The number of routes are subject to change and the price for any additional route will be mutually agreed upon with the successful bidder.

The minimum specified scope of work to be undertaken by the selected bidder is mentioned below:

1. To pick up and drop off Bank's staff from various locations in Mumbai (particularly specified in the commercial bid form) to the office premises. To and fro transit of employees i.e., in the morning from specified locations to India Exim Bank's office in World Trade Centre, Cuffe Parade and in the evening from India Exim Bank's office to the specified locations.
2. The bus service will be used on five days in a week (Monday to Friday) except Bank Holidays

SERVICE CONDITIONS

1. The agency/ firm should abide by all labour laws as applicable from time to time
2. The firm should ensure that the drivers employed hold valid driving license, are in uniform, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads/routes and aware of Covid appropriate behaviour. A declaration to this effect should be provided.
3. The firm should ensure that the drivers have no criminal/legal case pending against them in any police station or court of law.
4. Each driver employed by the firm must have a cell-phone duly activated and he / she shall wear uniform while on duty.
5. The service providers and the drivers should ensure that each vehicle is neat and clean, as well as operationally fit (i.e. with no known defect) with sufficient fuel when on duty.

6. The Agency will be responsible for making alternative arrangement of driver and helper in case of absence of regular staff, if any. The Bank shall be notified immediately of any such arrangement.
7. No unauthorized person should be allowed to travel in the vehicle when on official duty
8. Each driver should be able to understand Hindi.

EVALUATION OF BIDS

The technical bid will be evaluated for determining the eligibility of the bidder and compliance of the bid with the necessary technical requirements and scope of work of this tender.

The bidder meeting all the technical bid parameters will be eligible for participation in the commercial bid process. The Bidder needs to comply with all the general eligibility criteria. The bidder is expected to provide proof for each of the points for eligibility criteria. Commercial bid will be evaluated only for bidders meeting all parameters specified in technical specification.

India Exim Bank may seek clarification from any or all Bidder(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the Bidder(s) within stipulated time, the Bidder would be treated as non-compliant to the technical parameters.

TECHNICAL BID – PARAMETERS FOR TECHNICAL EVALUATION

Sr. No.	Criteria Description	Yes / No	Supporting Documents
1	Agency/ Firm should be Mumbai based		
2	Agency should have valid GST and PAN Number		
3	The Agency/ Firm should be providing AC bus hiring services for at least three years to organizations/ companies on regular basis with satisfactory performance		
4	The Agency/ Firm should own a fleet of minimum 10 AC buses which are not more than 3 years old, as on the date of bidding. The list of AC buses along with photocopies of registration book (for confirmation that AC buses are in the name of the Firm/agency) should be attached with the tender.		
5	AC buses should be duly authorized by the concerned RTO, i.e. the vehicles should be registered as buses for use as public transport		
6	The Agency/Firm should have telephone and mobile connections available at their premises/ Garage/ Stands/ Office/ in-person from where such AC buses are to be operated and can be requisitioned by the India Exim Bank.		
7	The annual turnover of the Agency/ Firm should be minimum ₹1 crore		
8	The Agency/ Firm should not be involved in any litigation which threatens solvency of the company. Chartered Accountant/ Statutory Auditor certificate to be please provided.		
9	Integrity Pact Agreement (IPA) to be executed. Note: Download the IPA (attached as Annexure VII) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to India Exim Bank, Head Office, Mumbai.		
10	Scanned copy of all Annexures on companies Letter head and signed copy of e-tender document to be uploaded on the E-tender portal.		

COMMERCIAL BID

Sr. No.	Routes (to & fro)		No. of seats in the bus	Amount per month, inclusive of Sea-link Charges and tolls, if any (exclusive of taxes)	
	From	To			
1	Juhu Tara Road Santacruz (West)	World Trade Centre, Cuffe Parade, Mumbai	35	Only one way (From residence to office)	
				Both Ways	
			45	Only one way (From residence to office)	
				Both Ways	
2	Indian Oil Nagar, Ghatkopar Mankhurd Link Road, Shivaji Nagar	World Trade Centre, Cuffe Parade, Mumbai	35	Only one way (From residence to office)	
				Both Ways	
			45	Only one way (From residence to office)	
				Both Ways	
3	Off Parsi Panchayat Road, Andheri (East)	World Trade Centre, Cuffe Parade, Mumbai	35	Only one way (From residence to office)	
				Both Ways	
			45	Only one way (From residence to office)	
				Both Ways	
4	Lokhandwala Complex, Shastri Nagar, Andheri (West)	World Trade Centre, Cuffe Parade, Mumbai	25	Only one way (From residence to office)	
				Both Ways	
			35	Only one way (From residence to office)	
				Both Ways	
5	J. B. Nagar, Andheri (East)	World Trade Centre, Cuffe Parade, Mumbai	18	Only one way (From residence to office)	
				Both Ways	
			27	Only one way (From residence to office)	
				Both Ways	
6	Kulupwadi, Borivali (East)	World Trade Centre, Cuffe Parade, Mumbai	35	Only one way (From residence to office)	
				Both Ways	
			45	Only one way (From residence to office)	
				Both Ways	

7	Doongersey Road, Walkeshwar	World Trade Centre, Cuffe Parade, Mumbai	21	Only one way (From residence to office)	
				Both Ways	
8	Sitaladevi, Mahim	World Trade Centre, Cuffe Parade, Mumbai	18	Only one way (From residence to office)	
				Both Ways	
9	Majiwada, Thane	World Trade Centre, Cuffe Parade, Mumbai	45	Only one way (From residence to office)	
				Both Ways	
10.	Powai	World Trade Centre, Cuffe Parade, Mumbai	18	Only one way (From residence to office)	
				Both Ways	

1. The bus transportation is required for 5 working days (i. e. Monday to Friday) except on Bank Holidays.
2. The bus transportation is required for to and fro transit of employees i.e., in the morning from various location to India Exim Bank's Office and in the evening from India Exim Bank's office to various locations.
3. The buses must drop the India Exim Bank's employees at World Trade Centre, Cuffe Parade before 9:45 AM and shall leave World Trade Centre, Cuffe Parade after 6:00 PM in the evening. India Exim Bank reserves the right to add / delete the bus routes/ bus seating capacity/ requirement of to & fro services in part or full as per the requirement of the Bank.
4. The buses may/ may not be required to ply on all routes. Bank will have sole discretion to decide which route will be operationalized and when.
5. Services of a particular route may be started/ stopped during the year entirely at the discretion of the Bank

Date:

Signature of Bidder:

Place:

Name:

Stamp:

GENERAL INSTRUCTIONS TO BIDDERS

1.0	Parties: The parties to the Contract will be the bidder who will be providing AC bus services for transportation of Bank's staff to WTC Complex, Cuffe Parade from various locations and Export-Import Bank of India, Floor 21, World Trade Centre Complex, Centre One Building, Cuffe Parade, Mumbai – 400005 who would be availing the services.
2.0	Addresses: The bidder shall be solely responsible for the consequences of any omission or error to notify change of address and/or contact number(s) in the aforesaid manner.
3.0	Earnest Money: Earnest Money of Rs.10,000/- (Rupees Ten Thousand Only) in the name of Export-Import Bank of India, Floor 21, World Trade Centre Complex, Centre One Building, Cuffe Parade, Mumbai – 400 005 in the form of Demand Draft of any Nationalised Bank must be deposited by bidders along with duly filled up tender document. Earnest Money of the unsuccessful bidders will be returned within 30 days from the award of the contract, without any interest, whatsoever. EMD of successful bidder shall be returned after execution of Contract Agreement.
3.1	Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case a bidder fails to observe and comply with the stipulations made herein or back out after quoting the rates, the Earnest Money will be forfeited.
3.2	No request for transfer of any previous deposit of Earnest Money or adjustment against any pending bill(s) will be entertained.
3.3	The tender without Earnest Money/ Tender Fee will be summarily rejected.
4.0	Performance Guarantee A Performance Guarantee of Rs. 100,000/- (Rupees One Lakh only) favoring Export-Import Bank of India, should be provided by the successful bidder within 30 days of receiving the award of contract. The Performance Guarantee should remain valid till the end of contract period and will be returned to the service provider on successful completion of the contract period.
5.0	Preparation and submission of e-Tender:

	The e-Tender should be submitted along with the Earnest Money Deposit.
6.0	Signing of relevant documents: The individual signing the e-tender or other documents connected with contract must specify whether he signs as:- <ul style="list-style-type: none"> (a) Sole proprietor of the concern or constituted attorney of such sole proprietor. (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute the document. (c) Director(s) or Principal Officer of the Company duly authorized by Board of Directors of the Company, if it is a Company.
7.0	Commercial Bid: The Commercial Bid should be submitted in the form given. The Commercial Bids of those bidders, who are found technically competent/eligible, will be opened on a specified date and time.
7.1	Terms of payment as stated in the Tender Documents shall be final. The taxes liable would be deducted at source as per government rules and guidelines, if any, will be prevailing at the time of payment.
8.0	Validity of the Bids: The bids shall be valid for a period of 90 days from the date of opening of the tender.
9.0	The responsibility for timely submission of the tender by the stipulated date and time shall lie on the bidder.
10.0	Opening of Tender: The commercial bid will be opened by the e-tender opening & evaluation Committee of India Exim Bank, WTC, 21 st floor, Centre One Building, Cuffe Parade, Mumbai at 1000 hours on September 21, 2021 , at this office. The bidder is at liberty either himself or may authorize, not more than one representative to be present at the time of opening of the tender. The representative present during opening of the e-tender on behalf of the bidder should bring with him a Letter of Authority from the bidder and proof of identification.
11.0	Criterion for Evaluation of tender: After opening of the Commercial Bid, the same will be evaluated by a committee. In case the committee decides to seek further information/clarification, the same shall be provided by the bidder.
12.0	The contract will be awarded to the lowest eligible bidder (L1) and will commence from the date of signing of the Agreement indicated in the terms and conditions. The contract will be for a period of 36 months which may be further extendable up to one year (or maximum of four

	years from award of contract/signing of agreement), if the performance/service is found satisfactory.
13.0	Right of Acceptance: India Exim Bank reserves all rights to reject any e-tender including those e-bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind it to accept the lowest or any specific tender. The decision of the Competent Authority of India Exim Bank in this regard shall be final and binding. Any failure on the part of the bidders to observe the prescribed procedure and any attempt to canvas for the work will prejudice the tender submitted by the bidder.
13.1	Tenders not in conformity with the prescribed terms and conditions will stand disqualified.
14.0	Communication of Acceptance: Successful bidder will be informed of the acceptance of his/her bid.
15.0	Signing of the Agreement by the successful bidder who has been awarded the Contract for providing services for transportation of Bank's staff by the Competent Authority of India Exim Bank. The successful Bidder will have to sign the contract agreement on a non-judicial stamped paper of ₹ 100/-. Any failure on the part of the bidder for not signing the contract agreement or fulfilling the conditions as provided in the e-tender contract will be dealt as per Clause 16 of the Tender Agreement. After signing of the Agreement, the bidder will be addressed as 'Bidder'. In case the bidder after award of the contract fails to sign the contract agreement within a period of 30 days, the offer of the award of contract will be cancelled without any extension.
16.0	Breach of Terms and Conditions: In case of breach of any of the Terms and Conditions mentioned above, the India Exim Bank will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by India Exim Bank in that event.
17.0	Sub-letting of Work: The firm shall not assign or sublet the work or any part of it to any other person or party.
18.0	The e-tender will not be transferable.
19.0	Termination of the Contract Either party can terminate the contract by giving thirty days' notice.
20.0	Terms of Payment: No payment shall be made in advance.

20.1	The buses may/ may not be required to ply on all routes. Bank will have sole discretion to decide which route will be operationalized and when.
20.2	Services of a particular route may be started/ stopped during the year entirely at the discretion of the Bank.
20.3	In case of breakdown of a bus on the route, the payment of that trip will not be made unless a replacement is provided within 15 minutes.
20.4	The Bank will be indemnified against any issue related to rash driving/ accidents and traffic rule violations. The vendor will be solely responsible.
20.5	The payments will be considered only for the trips completed. In case of any lockdown/ curfew, forcing the Bank to close its office(s) temporarily, the buses will not be required to ply and hence no payment will be made.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Bidders.

Sign:

Date:

Place:

E-TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: **EXIM/RFP/2021-22/18**)

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 India 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 India 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 India Exim bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. India 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 etc.

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

Date:

Organization Name:

Designation:

UNDERTAKING FROM THE BIDDER

To,
Lokesh Kumar
General Manager
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Dear Sir,

Ref: E-Tender for Empanelment of a travel agency for hiring of air-conditioned buses for transportation of the Bank's Staff to World Trade Centre Complex, Cuffe Parade from various locations

Ref. No: EXIM/RFP/2021-22/18

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub-Service Providers without the prior approval of India Exim Bank. I / We agree to pay all applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that India Exim Bank is not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree India Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the India Exim Bank, during the course of the work, India Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place:

Date:

Name:

Designation:

Seal:

SELF-DECLARATION FOR COMPLIANCE

(On Company Letterhead)

I < **Name**> working as < **Designation**> in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that;

1. My company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.
4. Not committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and comply with Export Import Bank of India's policies, procedures and security measures during contract period.
6. My company will produce all documents for verification process as per India Exim Bank's requirement and various audit compliance.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

NON-DISCLOSURE AGREEMENT

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

_____, (an _____ 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 “India Exim Bank ” 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**.

_____ & India Exim Bank 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 India Exim Bank 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 3 (three) years 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 India Exim Bank. 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:

INTEGRITY PACT

Between

Export-Import Bank of India (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 “**E-Tender for empanelment of a travel agency for hiring of air-conditioned buses for transportation of the Principal’s Staff to World Trade Centre Complex, Cuffe Parade from various locations**”. 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 an any and all payment made, are 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

- (1) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) 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: IEM@eximbankindia.in	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: IEM@eximbankindia.in
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The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Managing Director (MD), India 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 later, the IEM shall inform Managing Director (MD), India Exim Bank and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Managing Director (MD), India Exim Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Managing Director (MD), India Exim Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), India Exim Bank has not, within the reasonable time taken visible action to proceed against such offence or

reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other 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 India Exim Bank.

Section 10 - Other provisions

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

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place_____

Date_____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

STATEMENT OF NIL DEVIATIONS

(To be submitted in the Bidder's letterhead)

To,
Mr. Lokesh Kumar,
General Manager,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade, Mumbai 400 005

Re: Tender RFP Ref: **EXIM/RFP/2021-22/18**

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender.
All the terms and conditions of the tender are acceptable to us.

Yours faithfully,
(Authorized Signatory of Bidder)
Date:
(Company Seal)

PRE BID QUERY FORMAT**Bidder's request for Clarification - to be submitted minimum of two days before pre-bid meeting**

If, bidder, desiring to respond to RFP for **“E-Tender for empanelment of a travel agency for hiring of air-conditioned buses for transportation of the Bank's Staff to World Trade Centre Complex, Cuffe Parade from various locations”**,

requires any clarifications on the points mentioned in the RFP may communicate with India Exim Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online). Online Meeting details will be shared with interested bidders whose pre-bid queries are received 2 days before pre bid meeting i.e. on or before September 09, 2021. The questions will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidders, if required.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting.

Queries should be emailed in the following format to: Swarup Chakraborty swarup.c@eximbankindia.in Assistant General Manager – Human Resource Management Group		
Ajay Prabhu ajayprabhu@eximbankindia.in Manager – Human Resource Management Group		
Name of Organisation submitting request	Name & position of person submitting request	Full formal address of the organisation including phone, fax and email points of contact
		Email:
		Tel/Mobile:
Page Number:	Point Number:	Query description

In case of multiple queries, the contact details need not be repeated, and only last two rows of the above format (table) are to be furnished for the subsequent queries.