



**E-Tender
for
Empanelment of an agency for providing skilled
manpower on contract basis**

E-Tender Reference No: EXIM/RFP/2021-22/21

**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 “Providing skilled manpower on contract basis”.

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. 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.

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 an agency for providing skilled manpower on contract basis at India Exim Bank Head Office in Mumbai and at different locations across India
Tender Reference No.	EXIM/RFP/2021-22/21
Tender Document Cost	₹ NIL
EMD Amount	₹ 10,000 (Rs. Ten Thousand only)
Last date for acceptance of IP Agreement	September 29, 2021, 5:00 PM
Place of Submission of IP Agreement original document.	Export Import Bank of India, Centre One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	September 08, 2021, 5:00 PM
Document Downloading Start Date	September 08, 2021, 5:00 PM
Date of Online Pre-Bid meeting	September 21, 2021, 11:00 AM-12:00 PM at https://eximbankindia.webex.com/meet/hrm
Document Downloading End Date	September 29, 2021, 5:00 PM
Last Date and Time For Submission	September 29, 2021, 5:00 PM
Opening of Tender	September 30, 2021, 3.00 PM
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. 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**

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. Does the firm have more than 5 years' experience in providing staffing services?	Yes / No
13. Has the agency provided its services to 2 or more Public Sector enterprises in the last 3 years?	Yes / No

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

Date :

Place :

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

INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website: **<https://eximbankindiatenders.procuretiger.com>**.
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 website.
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 ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they 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 to 5 above and in table of contents of tender document are properly uploaded 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 and his firm. If it is detected that the person so signing the Tender has no authority to do so, the General Manager, 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 must have an office in Mumbai, India. Bidders who meet the criteria given above are subject to 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 should note and ensure that the 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 by 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).

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

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.

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. The rates quoted in the tender shall include service charge only. However, the rates quoted must be excluding GST, which will be shown separately and will be paid as per the government directives.
4. Each page of the tender document should be signed by the person or persons submitting the tender and is taken at his/ their having acquainted himself/ themselves with the General Conditions of Contract, Specifications, Special Conditions, etc, as laid down. Any tender with any of the documents not so signed will be rejected.
5. All erasures and alterations made while filing the tender must be attested by initials of the Tenderer. Overwriting the figures is not permitted; failure to comply with any of these conditions will render the quotation void. No advice of any change in rate or conditions after the opening of the Quotations will be entertained.
6. **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 of 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 International Centre for Alternative Dispute Resolution (ICADR) 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).

- 7. 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.
- 8. Non-disclosure of Contract documents:** Except with the written consent of the Buyer and the Seller, either party shall not disclose the contract or any provision, specification, sample or information thereof to any third party.

- 9. Liquidated Damages:** In the event of the Seller's failure to submit the Performance Guarantee and Documents and 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 liquidated damages for delayed/undelivered services subject to the maximum value of the liquidated damages being not higher than 10% of the value of delayed services.
- 10. Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:
- (a) The Seller is declared bankrupt or becomes insolvent.
 - (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (c) With mutual agreement
 - (d) As per decision of the Arbitration Tribunal.
- 11. 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 registered mail or email, addressed to the last known address of the party to whom it is sent.
- 12. Amendments:** No provision of 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.
- 13. 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

14. Bidding 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, which should be valid for 3 months, 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.

15. 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.

16. 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).

17. Any effort by a Bidder to influence the Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

18. 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 is not required since the document is Digitally Signed.

BACKGROUND AND PURPOSE OF THE REQUEST FOR PROPOSAL

India Exim Bank requires skilled manpower to carry various time bound activities. Many a times activities are occasional in nature and hence do not warrant engagement of officers on permanent rolls of the Bank on full time basis. The Bank having its Head Office in Mumbai and 09 domestic regional offices across India, invites **eligible manpower services agencies** to participate in this e-tender for providing professional and skilled manpower to the Bank on contract basis. Eligibility criteria of bidders to participate in e-tender, scope of work of tenderers is as hereunder.

SCOPE OF WORK

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

1. The Agency/ selected bidder will provide skilled manpower (deputees) to the Bank based on specifications spelled out by the Bank and as per required job profiles requirement.
2. The Agency/ selected bidder will provide deputees in the age group of 18 to 55 years.
3. The Agency/ selected bidder will process the application for deputees as per the identified job roles provided by India Exim Bank. Schedule interviews / conduct selection process as per the guidance of India Exim Bank.
4. Before onboarding of any deputee, the Agency will be responsible to conduct referral checks and verification of documents.
5. The Agency should also have the capability to conduct background checks (in-house or through third party) if such a service is required by the Bank.
6. The deputees will be on the rolls on the Agency and salaries / reimbursements will be processed by the Agency for which the Agency will raise invoices to the Bank for settlement.
7. All statutory dues payable to deputees, insurance cover will be provided by the Agency / selected bidder with prior approval / intimation to India Exim Bank, as the case may be.

SPECIAL CONDITIONS OF RFP

1. The Agency / selected bidder shall verify the antecedents of its personnel relating to name, age, educational qualification etc. The details should be matched with Aadhar card and relevant documents for employment along with photographs of deputees should be collected by the Agency.
2. **Terms of Payment:** Payment shall be made on monthly basis, subject to submission of invoice. and the same is certified by the Bank's officers that the services have been provided satisfactorily.
3. The Agency/ selected bidder at all times will act as an independent contractor. The empanelment of agency will not create relationship of principal and agent between successful bidder and the Bank. Manpower sourced will remain as employees of the Agency/ selected bidder and shall not be considered as employee of Exim Bank.
4. The Firm/Company shall take the workmen compensation policy for all deputees. The policy shall cover personal accidental death, permanent total disability, permanent partial disability, temporary disability or any other accident during the execution of the work and medical extension of the worker. Proof of inclusion of a depute in existing / new policy should be submitted to the Bank within 15 days from the date of the depute being assigned to the Bank. The insurance policies shall be valid for the entire duration that the depute works for the Bank.
5. Abiding by the provisions of Sexual Harassment Act, 2013 at workplace: The Agency shall be responsible for full compliance with the provision of 'Sexual Harassment of women at workplace (Prevention, Prohibition & Redressal) Act, 2013'. In case of any complaint of sexual harassment against its employee within the premises of the Bank and Staff quarters the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

6. In the event of any increment in the number of employees, the contractor has to provide the services at the same terms & conditions as mentioned in the tender. Manpower and associated charges may vary proportionate the bid and may be negotiated with the Bank.

7. Period of Contract: The contract shall remain in force for a period of three years subject to review of the contract every year. On services being found to be satisfactory, the contract may be extended on mutual consent for a further period of maximum one year on same terms & conditions. Thereby the total term of the contract will not exceed four years. The contract will commence on the date of signing of agreement between the Bank and the selected bidder / Agency.

8. The Agency shall be responsible to supply adequate staff under the contract in accordance with the instructions issued by an officer acting on behalf of India Exim Bank. If the Agency fails to supply the requisite number of deputies, the Bank at its own discretion, without terminating the contract of the Agency, be at the liberty to engage other personnel. The contractor shall not however, be entitled to any gain, resulting from entrustment of the work to another party.

9. Law Governing the Contract/Dispute Resolution

The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of competent jurisdiction. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

10. Earnest Money Deposit (EMD): Bidder should pay specified amount towards Earnest Money deposit as follows:

- (a) ₹10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of “Export Import Bank of India” Payable at Mumbai
- (b) EMD will not carry any interest.
- (c) EMD will be refunded to the unsuccessful bidders after finalization of the bid and to the successful bidder after execution of the Performance Guarantee.
- (d) The Earnest Money Deposit submitted by the bidder may be forfeited if,
 - i) Successful bidder fails to execute an Agreement within specified time as per intimation/request of India Exim Bank,
 - ii) Successful Bidder withdraws his tender or backs out after acceptance,

- iii) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
- iv) Bidder violates any of the terms and conditions of the tender,
- v) Bidder revises any of the items quoted during the validity period,
- vi) Bidder is found to have indulged in fraudulent practices in the bid submission process.
- vii) MSEs are exempted from making the Earnest Money Deposit (EMD).

Note: DDs of the unsuccessful bidders shall be returned as it is to the bidder and no DD making/cancellation charges shall be paid to the bidder

11. Performance Guarantee: The successful bidder shall furnish a Performance Guarantee of `2 lakh (Rupees two lakh only) favouring Export-Import Bank of India. Performance Guarantee will be invoked in the event of a breach of contract by the successful bidder. Performance Guarantee will be returned to the successful bidder within 60 days of completion of the contract.

12. Financial Bid: To avoid vicious bidding and undercutting in bids, the Bank has decided to set a benchmark rate at 5 per cent % as the monthly service charges per depute. Any bids placed below the benchmark rate shall be considered null and void and, be subject to rejection. The bidder has to place the financial bids in the incremental value of 0.1% only (for e.g., 5, 5.1, 5.2.....).

(b) 1) In case two or more bids are found to be the lowest and identical then preference shall be given to the bidder with more number of office presence in the country.

2) In case the above criteria fail in resolving the tie, then the bidder with the highest number of years in experience will be given preference.

13. Compliance with laws:

a) The selected bidder/ agency shall comply with all laws directly relating to the provision of the Services, its staff, employees and personnel and India Exim Bank will not be responsible in any manner for such non-compliance of law.

b) The selected bidder/ agency shall be responsible for full compliance with the provisions under all applicable and relevant labour laws and/or regulations, with respect to all the deputees in providing services under this agreement.

c) Subject to India Exim Bank providing the necessary details and/or documents that may be required as per applicable laws, the selected bidder/ agency shall obtain, renew and amend all applicable licenses, as may be required for the selected bidder/ agency to hold under the applicable labour laws, rules and regulations and continue to maintain/ hold such valid licenses until completion of the Contract.

d) In the event of default by the selected bidder/ agency of its obligations under the applicable laws, the selected bidder/ agency shall indemnify and hold harmless the India Exim Bank, its directors, officers, employees, from and against all such claims, damages, or compensations incurred by the India Exim Bank due to the selected bidder/ agency's failure to comply with such laws therein.

EVALUATION OF BIDS

The e-tender shall be in two Bid System i.e. Technical Bid and Commercial Bid. The technical bids will be evaluated for determining the continued eligibility of the bidder and compliance of the bids with the necessary technical requirements so as to meet the minimum cut off point and scope of work of this tender.

The bidder meeting/ complying with all the parameters specified in technical specifications will be considered eligible for opening of commercial bid. 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 the 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 not received from the Bidder(s) within stipulated time, the respective technical parameters would be treated as non-compliant and decision to seek further clarification from the Bidder(s) will be taken up by the Bank at its own discretion.

The commercial bid of those bidders will be opened who qualify the eligibility as mentioned in technical specification criteria. Normally, the agency providing the lowest bids across service categories will be selected as successful bidder. However, Bank will reserve its right to select any other bidder with sufficient reasons to reject the lowest bidder.

ELIGIBILITY CRITERIA OF THE BIDDER TECHNICAL BID

Sr. No.	Eligibility required from bidder	Compliance (Y/N)	Supporting Document enclosed (Y/N)
1.	The Agency should have minimum 5 years of experience in providing skilled manpower to various reputed organizations.		Purchase order / Work Experience Certificate from clients.
2.	<p>The bidder should have satisfactorily executed annual service contracts for providing skilled manpower to reputed organizations in the last 5 years of value more than or equal to one of the following:</p> <p>i) 3 contracts of ₹60 lakhs each or;</p> <p>ii) 2 contracts of ₹1 crore each</p>		Relevant section of the contract signed with the client and proof of the amounts received.
3.	The bidder must have annual turnover of ₹2 crore each in the last three financial years, i.e. FY 2018-19, FY 2019-20 and FY 2020-21		Audited Balance sheet along with IT Return proof for the last 3 Financial years shall be uploaded.
4.	The bidder should have offices in Mumbai/ Navi Mumbai, Delhi, Chennai, Hyderabad, Ahmedabad, Kolkata, Bengaluru, Pune, Chandigarh. However, an office in Mumbai is a must.		
5.	<p>Integrity Pact Agreement (IPA) to be executed.</p> <p>Note: Download the IPA (attached as Annexure VI) and sign on ₹500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai.</p>		
6.	The agency should have valid GST and PAN Number.		

7.	The agency should have a valid registration number.		
8.	The firm should neither be blacklisted by any government department nor there should be any criminal case registered/pending against the firm or its owner/partners anywhere in India.		Self – Declaration as per Annexure IX.
9.	Scanned copy of all Annexures on companies Letter head and signed copy of e-tender document to be uploaded on the E-tender portal.		

Note:

- Please be informed that the bidder must fit in all the eligibility criteria requirements. Non-compliance of even one of the requirements will result in rejection of the bid(s).
- All the above criteria will be considered during evaluation of tender documents and will be tabulated in a marking system. The bidder must submit documentary proof for the above eligibility criterion wherever necessary.
- The discretion of Bank will be final and binding to all in respect of finalising parameters on which the bids will be analysed. The proposal will be evaluated on eligibility criteria as mentioned in the tender documents.
- All offers received will be screened and shortlisted by a Committee of the Bank based on the specified requirements and the details submitted by the bidders. All shortlisted offers will be further evaluated on the qualitative aspects on various parameters as detailed in Technical Bid Evaluation Scoring Sheet. The technical score will be assigned based on above details. Only those bidders scoring 40 marks and above, on the scale of 100, will be shortlisted for opening of commercial bids. The bidder providing the lowest bids across service categories will be selected as the successful bidder. The Bank, if needed, will negotiate with the successful bidder.
- India Exim Bank reserves the right to reject any or all the tenders at any stage of the tender. Canvassing in any form will disqualify the agency.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

TECHNICAL BID EVALUATION

SCORING SHEET

Sr. No.	Criteria Description	Max Marks	Cutoff Marks
1	<p>The bidder should have satisfactorily executed annual service contracts for providing skilled manpower to reputed organizations for minimum 3 consecutive years.</p> <p>a) 5 marks each for every organization to whom the agency has provided services for 3 consecutive years. 2 marks per year for every additional year of experience with the same organization. Maximum 4 organizations to be considered.</p> <p>b) 1 mark per year of experience with new organization. Maximum 10 organizations to be considered.</p>	30	15
2	<p>The Agency should be providing skilled manpower to organizations.</p> <p>The marking shall be as follows –</p> <p>Private Sector – 3 marks (subject to maximum of 15 marks)</p> <p>Public Sector Bank and/or Public Sector Undertaking – 5 marks (subject to maximum of 15 marks)</p>	30	15
3	<p>The bidder must have annual turnover of ₹2 crore each in the last three financial years, i.e., FY 2018-19, FY 2019-20, and FY2020-21. (5 marks for annual turnover of minimum ₹ 2 crore for last 3 consecutive years, thereafter 1 mark for every additional ₹2 crore turnover)</p>	20	5
4	<p>The bidder should have offices in Mumbai/ Navi Mumbai, Delhi, Chennai, Hyderabad, Ahmedabad, Kolkata, Bengaluru, Pune, Chandigarh.</p> <p>5 marks each for Mumbai and Delhi, 2 marks each for Chennai, Bengaluru, and Pune, 1 mark each Ahmedabad, Kolkata, Chandigarh, and Hyderabad.</p> <p><u>(Essential Location – Mumbai)</u></p>	20	5
Total Marks		100	40
Minimum Marks required for technical qualification		40	

COMMERCIAL BID (FINANCIAL BID)

Sr No.	Products	Service Fee in %
1.	Service Fees payable on monthly cost of the officer deputed to Exim Bank inclusive of all processing/ administrative charges excluding taxes	
2.	Recruitment fees, as percentage of annual CTC of officer deputed to the Bank *	
3.	Transfer fee	
4.	Absorption Fees, as percentage of Annual CTC of officer deputed to the Bank **	
5.	Any other charges payable by Exim Bank and/or respective candidate	

* Payable only in those cases, where deputed officer is identified and referred by the Agency / service provider on its own

** Payable only in cases, where the deputed officer is absorbed by the Bank on its permanent/ temporary rolls or moved to the another service provider's rolls for providing services to India Exim Bank or any subsidiary or group company during the deputation period

GENERAL INSTRUCTIONS TO BIDDERS

1.0	Parties:
	The parties to the Contract will be the bidder providing skilled manpower on contract basis and <u>Export-Import Bank of India, Floor 21, World Trade Centre Complex, Centre One Building, Cuffe Parade, Mumbai - 400 005</u> who would be availing the services.
	Tenderers must get acquainted with the proposed work, specifications. No request of any change in conditions shall be entertained after pre bid meeting date.
2.0	Any printing or typographical errors /omission in tender document shall be referred to India Exim Bank and its interpretation regarding correction shall be final and binding on the bidders. No queries will be entertained on the last day of the Tender submission.
3.0	Bid Validity Period
	Tenders submitted by Bidders shall remain valid for acceptance for a period of 90 days from the date of opening of Bid/ Tender. The Bidders shall not be entitled during the period of validity, without the consent in writing of Exim Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.
4.0	Right to accept or reject tender:
	The right to acceptance of tender will rest with India Exim Bank who does not bind itself to accept lowest tender and reserves to themselves the authority to reject any or all the tenders received. The Bank also reserves the right of accepting the whole or any part of the tender and Bidders shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Bidders are liable to be rejected. For this purpose, Bidders shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any/ every item. No demand for variations in rates for items executed shall be entertained on the plea of the Exim Bank deciding to delete, alter or reduce the quantities specified in respect of any item. Moreover, the Bank reserves the right to cancel the whole tendering process at any stage of the tender without assigning any reasons to the bidder.

5.0	Payments:
	The payment of the services will be made within reasonable time in accordance with the terms to the contract.
6.0	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from India Exim Bank shall be mentioned by the Bidder.
7.0	India Exim Bank reserves the right to appoint an External Audit Consultant or any other agency to get the quality of work checked, including certification of bills, payment of the employed personnel (deputies) as per the minimum wages etc.
8.0	The Bank has the right to reduce or increase the scope of work. The Bank may give 1 months' notice period for termination of contract if the services of the Agency are not found to be satisfactory.
9.0	Notices to local bodies
	The Bidder / 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.

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/2021-22/21**)

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of the 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 the EXIM bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.

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

Dear Sir,

Ref: “Empanelment of an agency for providing skilled manpower on contract basis to Export Import Bank of India”

Ref. No: EXIM/RFP/2021-22/21

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 you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree to 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 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 done or committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied to 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 Export-Import Bank of India's requirements 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 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 Export-Import Bank of India. 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 (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 “**Empanelment of an agency for providing skilled manpower on contract basis**” at **Exim Bank Mumbai, Export Import Bank of India**”. 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, 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 case 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: dsarkar53@gmail.com or IEM@eximbankindia.in	Shri S K Goel Ex-CMD, IIFCL Villa No.77, Kelisto Town Homes, Jaypee Wish Town, Sector-128 Noida-202303 Email: subodhgoel22@gmail.com or 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), 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-contractor.
- (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), 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), 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 member.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of 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/2021-22/21**

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 a bidder, desiring to respond to RFP for “**Providing skilled manpower on contract basis**” to Export Import Bank of India, requires any clarifications on the points mentioned in the RFP may communicate with the Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online i.e. on or before September 21, 2021) will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder 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 in the following format should be emailed 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

Name and signature of authorised person issuing this.

1. 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.
2. Please use email or softcopy.

ANNEXURE IX

SELF-DECLARATION ON NOT BEING BLACKLISTED

(To be provided on letterhead of the firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/ State Government/ Public Undertaking/ Institute and there is no criminal case registered/ pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in every respect and, at a later date, it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Seal:

Authorized Signatory:

Place:

Name:

Designation:

Contact Number: