
REQUEST FOR PROPOSALS

for

Consultancy Services for Comprehensive Gap Analysis, and Formulation of risk-based
Compliance Programme for Export-Import Bank of India

RFP No.EXIM/RFP/2021-22/27



OCTOBER 29, 2021
EXPORT-IMPORT BANK OF INDIA

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Important Information

(RFP No.EXIM/RFP/2021-22/27 dated 29/10/2021)

1.	Name of the Organization	Export-Import Bank of India (hereinafter referred to as 'Exim Bank' or 'the Bank').
2.	Address for Communication and Submission of Proposal	Ms. Manjiri Bhalerao Chief General Manager Export-Import Bank of India Centre One Building Floor 21, World Trade Centre Complex Cuffe Parade Mumbai-400 005 Tel: +91-22-2216 2612 / +91-22-2217 2676 Email: compliance@eximbankindia.in
	Activity	Date, Time & Place
3.	Date of issuance of RFP	October 29, 2021
4.	Pre-bid Meeting	November 8, 2021
5.	Last date for written request for any clarifications	November 15, 2021
6.	Last date for submission of bids	December 6, 2021 upto 4.00 PM at the above Address
7.	Opening of Bids (Eligibility & Technical)	December 9, 2021 at 5.00 PM at the above address.
8.	Discussions / Presentation by eligible bidders with selection committee	Date and Time will be informed to the eligible bidders in due course.
9.	Opening of Financial Bids	Date and Time will be informed to the eligible bidders in due course.

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

1. Terms of RFP

- 1.1 This Request for Proposal (RFP) document has been prepared solely for appointment of a consulting firm for a Comprehensive Gap Analysis for all compliance requirements including for regulatory, statutory and external compliances as well as formulation of a risk-based Compliance Programme for Exim Bank, hereinafter referred to as "The Assignment". The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. This document is meant to provide information only and upon the express understanding that the recipients / bidders will use it only for the purpose set out herein.
- 1.2 While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any liability to any person, including any applicant or bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid.
- 1.3. The consultants / bidders shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by the Bank, attendance of meeting etc. and Exim Bank will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- 1.4 The recipients / bidders must apply their own care and conduct their own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 1.5 Exim Bank reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the consultants / bidders or any obligation to inform the affected consultants / bidders on the grounds for the Bank's action or without assigning any reasons, whatsoever. The decision of Exim Bank shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- 1.6 Exim Bank also reserves the sole right for carrying out any amendments/ modification / changes including any addendum to this RFP. Such amendments /

modifications / changes including any addendum to this RFP shall be notified on the Bank's website www.eximbankindia.in and these will be binding on the bidders.

- 1.7 Exim Bank reserves the sole right to cancel the RFP at any stage without assigning any reason.
- 1.8 Before tendering, the bidders are requested to carefully examine the tender bid documents, terms & conditions of the assignment, Terms of Reference etc. and if there is or appears to be any ambiguity there in, they should immediately refer the matter to Exim Bank, for clarification.
- 1.9 Any tenders / bids received by Exim Bank after the deadline for submission of tenders prescribed by Exim Bank will be summarily rejected and returned unopened to the bidders. The Bank shall not be responsible for any delay or non-receipt/ non-delivery of the documents to Exim Bank on or before the deadline
- 1.10 From the time the proposals are opened to the time of appointment, bidders should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.
- 1.11 The proposal submitted by the bidder will remain valid and open for evaluation according to their terms for a period of at least 90 days from the RFP closing date.
- 1.12 All queries relating to the RFP, technical or otherwise, must be by written communication / email only and will be entertained by the Bank only in respect of the queries received upto the date and time specified in the section 'Important Information for RFP'. The Bank will respond to all the queries in the pre bid meeting. Bank may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any bidder after the closure of RFP and all such information and material provided will be taken to form part of that bidder's response.
- 1.13 The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. Formation of consortium, joint venture or association of consultants or sub-contracting of services in whole or part with other firms shall not be permitted. In case the consultants / bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.
- 1.14 All intellectual property to be developed during the course of the assignment shall be the exclusive property of Exim Bank, and Exim Bank will have full authority and discretion towards the manner in which it is utilized, with or without

acknowledging the consultant.

- 1.15 Confidentiality of all information, documentary or otherwise, gathered during the course of the assignment shall be maintained by the firm, and shall not be disclosed to / shared with any third party without prior written consent of the Bank. Pursuant to completion of the assignment, the firm shall hand back to the Bank / destroy under confirmation to the Bank, all such information.
- 1.16 The bidder shall at all times, refrain from showing the report/work in progress or the completed report/work, to any person not authorized by Exim Bank
- 1.17 The bidder shall not divulge to any person not authorized by Exim Bank and will not use for its own purposes, any information concerning Exim Bank, its staff or the present assignment, which the Firm may have access to directly or indirectly in the course of the assignment.

2. Terms of Reference (TOR)

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

2.2 The Bank is wholly owned by the Government of India which is the sole shareholder. Ministry of Finance, Government of India, specifically the Department of Financial Services is the parent ministry of the Bank. Mission, Objectives, Role and Functioning of the Bank are prescribed by the Export-Import Bank of India Act, 1981, which also specifies the composition of the Board of Directors and the general superintendence and management of the Bank.

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

2.4 The Bank is led at the Board level by a team of eminent persons including *inter alia*, senior policymakers, expert bankers and leading players in the industry. The details are available on the Bank's website: www.eximbankindia.in.

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

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

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

2.8 The Bank is operated through its Head Office at Mumbai and 10 domestic regional offices, 8 overseas representative offices and 1 branch in London.

Compliance Function

2.9 There are various compliance requirements including but not limited to various Reserve Bank of India [RBI] and Securities Exchange Board of India [SEBI] regulations, Income Tax, Profession Tax, Labour Laws, state level legislation, etc. The Bank holds itself to high standards when carrying out business and meets with all the compliance requirements in letter as well as in spirit. Failure to consider the impact of its actions on customers, employees and markets may result in significant adverse publicity and reputational damage even when no Regulation / law is flouted. The Bank has a Risk Appetite Policy as per which there is zero appetite for any kind of breaches. To ensure this objective and to promote a culture of compliance across the organisation, a comprehensive gap analysis is proposed to be undertaken to align all the applicable governing regulations, including statutory, regulatory, external and internal. The Bank has a Compliance Policy in place and a Compliance Manual [presently covering regulatory compliances]. The Compliance Group of the Bank is tasked with the following functions:

- 1.1 **Assessment of Compliance Risk** : Classification and assessment of Compliance risk into High, Medium and Low Risk and accordingly formulating a Compliance Programme for compliance assessment.
- 1.2 **Compliance Programme** : The Compliance Programme entailing setting out planned activities which will be risk-based to ensure appropriate coverage across businesses and co-ordination among risk management functions.
- 1.3 **Compliance Testing** : Monitoring and testing of compliance by performing sufficient and representative Compliance Testing.
- 1.4 **Dissemination of information** : Dissemination of the regulatory guidelines / instructions within the Bank including to Senior Management and monitoring thereof.
- 1.5 **Review and Reporting** : Annual Review and Reporting of Compliance function.

- 1.6 **Reporting of Compliance failures** : Reporting to the top management details of any compliance failures, so as to take appropriate steps in managing effectively, the compliance risks that the Bank may face.
- 1.7 **Approval of New products / processes** : Prior approval from Compliance Group is sought before introduction of any new products / processes by the Bank. Intensive monitoring is undertaken for the first six months of introduction to ensure that the indicative parameters of compliance risk are adequately monitored.

2.10 Exim Bank is committed to and is continuously striving to ensure compliance with international standards and best practices of corporate governance as relevant to Government of India owned entities.

2.11 Exim Bank is a term lending institution and its business is confined to financing, promoting and facilitating India's international trade and investments. The major business risks are domiciled in the Business Groups, the Treasury and Accounts Group, and the Lines of Credit Group. The major loan programmes offered by the Bank are Lines of Credit extended by the Bank, at the behest of the Central Government, as also on its own account to various overseas Governments / Institutions and Buyer's Credit for financing export of goods and services from India, Overseas Investment Finance and Finance for Export Capability Creation. The Bank has a centralised business model.

2.12 To facilitate preventive measures for mitigating compliance risk to prevent material financial loss or loss to reputation, which the Bank may suffer owing to failure to comply with Laws, Regulations, Rules, relating to Regulatory Organizations; Standards and Codes of Conduct applicable to banking activity, Exim Bank has felt the need to undertake a Comprehensive Gap Analysis in the existing compliance framework and to formulate a Compliance Programme for the Bank.

2.13 The scope of the consultancy is to undertake a Comprehensive Gap Analysis and to formulate a Compliance Programme for the Bank . The firm should be able to demonstrate past work in this field, with ability to complete the assignment in line with the industry practices. Specifically, the selected firm shall, deliver inter alia, as per the Terms of Reference (TOR) given below:

Key Output	Details
Comprehensive Gap Analysis and formulation of a	<p>Details to include <i>inter alia</i> :</p> <p>i. Compiling provisions of various Acts, statutes, etc., as may be applicable to Exim Bank, including <i>inter alia</i> requirements of RBI,</p>

<p>risk-based Compliance Programme</p>	<p>FEMA, FEDAI, Income Tax, Profession Tax, Labour Laws [HR related], SEBI, Listing requirement of Stock Exchanges where securities issued by Exim Bank are listed and various States' statutes where Exim Bank has offices;</p> <p>ii. Conduct meetings with various stake holders of the Bank. Study and evaluate existing compliance framework, systems / practices across functions such as credit, operational, market, audit and risk management functions in the Exim Bank against regulatory, statutory, internal and external requirements and best practices. Identify gaps in each of these areas, conduct an impact analysis of key gaps identified and propose roadmap <i>inter alia</i> to upgrade the compliance framework across functions, covering policies, processes, methodology, systems and MIS;</p> <p>iii. Review of Compliance Policy;</p> <p>iv. Developing a model for compliance risk assessment classifying the risk into high, medium and low;</p> <p>v. Devising mechanism for regular reporting of critical risk issues facing the Bank and its control / mitigations to senior management and Board;</p> <p>vi. Mechanism for review, treatment, and resolution of non-compliance issues;</p> <p>vii. Formulating a Compliance Programme which shall be risk-based and to ensure appropriate coverage across businesses and in co-ordination with Risk Management function / Internal Audit;</p> <p>viii. Developing a compliance calendar for all regulatory, statutory, internal and external reporting requirements consisting of checklist for various Groups / domestic Offices / London Branch [which is regulated by RBI] / activities detailing activity-wise functions and responsibilities; Devising formats / checklists for Compliance testing for various activities / Groups and review / updation of existing testing checklists, verification processes and procedures;</p> <p>ix. Updation of the Compliance Manual, which presently includes regulatory compliances, to also include recent RBI regulations as also statutory, internal and external compliances. The Manual should be Group / activity-wise. The checklist of external and internal guidelines applicable will cover not only operational issues, but also non-business matters, such as human resources, procurement, environmental and social governance, etc.;</p> <p>x. Based on the study, provide recommendations for revision / enhancement of existing policy or formulation of new policies /</p>
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	framework in line with best practices and regulatory guidelines. This may include suitable recommendations for change in the role of the Compliance Function. Recommendations may be made for process changes (if required) with due consideration for timely delivery of credit.
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2.14 Exim Bank may at its sole and absolute discretion, choose to avail all services or part thereof. Such decision may be advised during the course of the project.

2.15 A time frame of 4 months is envisaged. The consultant is also expected to make a comprehensive presentation on the report to the Bank's Board / Management. The selected firm would be initially appointed for a period of 4 months post signing of the contract. The Bank shall have the right at its sole and absolute discretion to extend the assignment for future requirements based on the rates finalized under this selection process or at the prices negotiated thereafter considering the team size and scope of the requirements.

2.16 Indicative time frame:

- One month : Submission of an interim report and preliminary presentation
- 3 months : Submission of Final Draft and detailed presentation
- 4 months : Submission of Final Report and presentation

3. Process of Selection

The process of selection would include the following:

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

3.1 Eligibility

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

Sr. No.	Eligibility Criteria	Documents Required
1.	The bidder should have been in existence in India since January 01, 2014 or earlier with ability to service clients across India and should have an office in Mumbai.	<ul style="list-style-type: none"> • Certificate of Incorporation/ Constitutional Documents. • Copy of PAN card and TAN • GST Registration Certificate.

2.	The bidder should have Net Profit (PAT) during the last 3 consecutive financial years i.e. FY 18-19, FY19-20 and FY 20-21.	Certified copies of audited financial statements of last 3 years.
3.	The bidder must have earned a minimum fee of INR 50 crore (Rupees fifty crore only) from management consultancy services during each of the three previous financial years i.e. FY18- 19, FY19-20 and FY20-21. Fees from services other than management consultancy e.g. audit, tax, rating etc. would not be included.	Certificate from Chartered Accountants/Statutory Auditors for the same.
4.	The bidder should have undertaken at least 3 similar assignments in India for Banks / Financial Institutions including at least 1 major Public Sector Bank during the last seven years starting from January 01, 2014	Completion certificate from the client, along with a copy of the contract. In the absence of completion certificate, self declaration on its letter head, a copy of the contract/detailed work order and contact details of key officials at client's end who may be contacted for confirmation of credentials.
5.	The bidder [including related parties as defined in 4.3 (4)] should not have been banned/blacklisted declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Govt./ Multilateral agencies such World Bank, ADB, AfDB/ RBI/ICAI. The firm should not have defaulted to Banks/FIs in India in payment of dues.	Declaration & Undertaking by the firm. The bidder is also required to sign an Integrity Pact as per <u>Annexure V</u> on a INR 500 stamp paper.

Non-submission of any of the specified documents by the bidder would result in rejection of bid. Exim Bank reserves the right to ask for additional/ alternate documents from the bidder. The firms meeting the above eligibility criteria will be taken forward to the next stage of technical evaluation. The evaluation committee reserves the right to verify/evaluate the claims made by the vendor independently. Any decision in this regard shall be final and binding upon the bidder.

3.2 Technical Bid

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

Format for Technical Bid

The format for submission of the Technical Bid includes:

- a) Letter of Proposal (As per Annexure I).
- b) Consultant's organization & management.
- c) List of Assignments executed by the firm since January 01, 2014, which are relevant to RFP (As per Annexure II).
- d) List of assignments cancelled by the client / withdrawn from / by the firm in the past, if any, along with reasons for cancellation / withdrawal (As per Annexure II).
- e) Names and profile of team members, composition and experience of team members (As per Annexure III).
- f) Signed copy of Non-Disclosure Agreement (As per Annexure-VI)
- g) Comments & suggestions on TOR.
- h) Approach & methodology.
- i) Work Schedule (including expected commencement day, draft submission, etc.).

In addition to these, the Consultants may add sections. A Selection Committee of the Bank will evaluate the proposal and will primarily look into the aforementioned sections for this purpose. The evaluation committee may, at its sole discretion, decide to seek more information/proof from the respondents.

3.3. Financial Bid

The Financial Bid will contain the financial quote covering total price / fees / cost of undertaking the assignment inclusive of all out of pocket expenses of the consultant. GST / any other applicable taxes are to be excluded. Consultants / bidders will bid an overall amount for the entire programme duration of 4 months. No upward revision in the price would be considered on any count. Relevant price information and the rates should be quoted in Indian Rupees only. The format of Financial Bid is given in Annexure IV.

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

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

3.4 Payment Terms

The payment terms would be as follows:

Installment	Deliverable	Percentage of Value of Contract
First	Submission of Interim Report	25%
Second	Submission and approval of first draft report	45%
Third	Submission and approval of the final report	30%

Note: No advance amount will be paid under this assignment.

Details of key deliverables corresponding to Payment Milestones (PM) – Expected timelines will be reckoned from start of assignment of each deliverable.

1. **PM 1 (Interim Report) – expected within one month:** Interim report covering at least points 1, 2 and 3 of the Terms of Reference (as per para 2.16 above).
2. **PM 2 (First Draft Report) – expected within 3 months :** This will be the first draft report covering the entire scope.
3. **PM 3 (Final Report) – expected within 4 months:** This will be the final report after incorporating suggestions of all stakeholders.

4. Submission of Bids

4.1 Response to RFP

The response to the RFP will be in three parts:

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

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

4.2 Submission of Documents in response to RFP

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

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

Envelope 1:

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

Envelope 2:

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

Envelope 3:

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

Envelope 4:

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

Envelope 5:

The above FOUR envelopes should be put together in a FIFTH envelope super scribing "APPOINTMENT OF CONSULTANT FOR COMPREHENSIVE GAP ANALYSIS AND FORMULATION OF RISK-BASED COMPLIANCE PROGRAMME FOR EXPORT-IMPORT BANK OF INDIA - NAME OF THE CONSULTANT" with clear marking **"DO NOT OPEN BEFORE DECEMBER 9, 2021, 5 PM."**

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

- ix. Submission by Fax transmission or emails is not allowed and will be considered invalid.
- x. Incomplete Bids with Documents not submitted or incomplete/partial documents/information submitted as per the requirement of this RFP are liable for rejection.

4.3 Rules for Responding to this RFP

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

expenses but excluding GST and other taxes, if any. No out-of-pocket expenses / incidentals will be reimbursed. The amount should be quoted in Indian Rupees only. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

5. Evaluation of Bids

5.1 Opening of Bids

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

5.2 Preliminary Scrutiny

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

5.3 Technical Evaluation

The technical bid submitted will be evaluated by a Selection Committee to be appointed by the Bank. The Selection Committee would undertake a discussion / presentation with the bidders on the understanding of the proposed Approach and Methodology to be adopted to formulate a risk-based Compliance Programme, experience of proposed team, delivery time etc. The technical capabilities and competence of the firm should be clearly reflected in the presentation / discussion. The Bank will inform the date, time and venue of the presentation / discussion to the Consultancy firms that have met the eligibility criteria.

It may be noted that the key members of the team proposed in the Technical Proposal (in Annexure III) will need to necessarily be made available to the Bank for delivery of the assignment and they should be present during the presentation. During the course of the discussion /

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

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

a. Qualifications and Experience (20 marks)

- Experience of the firm of carrying out similar assignments in India
- Experience of the firm for carrying out similar assignments for other Exim Banks/Export Credit Agencies / Public Sector Banks / All India Financial Institutions
- Capacity of consultants to carry out the assignment
- Organization and management

b. Proposed Methodology and Works Plan (20 marks)

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

c. Relevant experience of Key Personnel and Team Leader (40 marks)

- Experience and qualification of the Team Leader
- Experience of the core team that will be handling the assignment, their background, academic / professional qualification.
- Experience in similar assignments
- Cumulative work experience.

Bidders who are eligible as per the eligibility criteria and score at least 60 marks out of 80 from the

technical evaluation criteria as described above would be considered for short listing for making a presentation to the Selection Committee. The Bank, at its sole discretion, may also choose to lower the minimum score from 60 marks.

d. Presentation-cum-Interview (20 Marks):

- i. Understanding of the scope of the assignment.
- ii. Understanding of the context of the assignment.
- iii. Understanding of the deliverables
- iv. Composition of team and overall approach to the delivery.

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

Bidders who are eligible as per the eligibility criteria and score at least 75 marks out of 100 from the technical evaluation criteria as described above would be considered as technically qualified. The Bank, at its sole discretion, may also choose to lower the minimum score from 75 marks.

5.4 Opening of Financial Bids and Combined Score

Financial proposals of only those applicants who are technically qualified (scoring 75 and above) shall be opened on the date and time to be advised to the qualified bidders, in the presence of the applicants and/or their representatives who choose to attend.

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

Calculation of Combined Score

$$\text{Combined Score} = 80 \times (\text{ETS})/(\text{HTS}) + 20 \times (\text{LR} / \text{R})$$

HTS= Highest evaluated technical score among the qualified

bidders ETS= Evaluated technical score of bidder

LR= Lowest rate quoted among the qualified

bidders R = Rate quoted by the bidder

5.5 Notification of Outcome

Exim Bank shall issue a Letter of Intent to the selected applicant as per the above evaluation process followed by negotiation and notify all other Consultants by email/letter who have submitted proposals about the decision taken. The Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of Exim Bank shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

The selected firm shall sign the contract within 10 days and is expected to commence the assignment soon thereafter. The contract will have usual terms and conditions for execution of this type of assignment. If the selected firm based on highest combined score fails to enter into contract due to whatsoever reasons, the Bank will invite the next ranked consultant for negotiations and award of the contract. The assignments shall be completed within 4 months from the date of the award by Exim Bank.

6. General Terms and Conditions

6.1 Attention of bidders is drawn to the relevant and extant instructions of GoI, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the consultant and are required to be complied with. As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/Contractors observe the highest standard of ethics and do not resort to any corrupt or fraudulent practices during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

- 6.2 The Contract with the selected Consultant shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Mumbai, Maharashtra.
- 6.3 During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the

selected Consultant, as the case maybe, can do so only with the prior written concurrence of Exim Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Consultant during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, the Bank reserves the unconditional right to insist the selected Consultant to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of the Assignment pursuant to this RFP.

- 6.4 All applicants under the RFP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep Exim Bank and /or its Directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by Exim Bank and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the Consultant and or its directors, employees, in the performance of the Assignment including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Consultant under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Consultant and the Bank.

Compliance with all applicable Laws

- 6.5 The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep

indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

- 6.6 The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

Annexure I**Letter of Proposal**

Date: [insert day, month, and year]

To: Export-Import Bank of India

We, the undersigned, apply for appointment as the consultant for Comprehensive Gap Analysis and formulation of risk-based Compliance Programme for Exim Bank as per the RFP document dated _____ and declare that:

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

true, correct and complete to the best of our knowledge and belief. We understand that misrepresentation of facts in our Application and contravention to any of the terms and conditions of RFP may lead to rejection of our Application.

Signed [insert signature(s) of an authorized representative(s) of the

Applicant] Name [insert full name of person(s) signing the Application]

In the capacity of [insert capacity of person(s) signing the Application]

Address [insert street number/town or city/country address]

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

Board Resolution for the authorized signatory signing the documents/bids

Annexure II

Format for Past Relevant Experience

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

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

Cancellation/withdrawal of contract, if any.

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

Annexure III
PROFILE, COMPOSITION AND EXPERIENCE OF TEAM MEMBERS
I. Team Profile

Profile of Proposed Team Leader and Key Team Members	
Name	
Designation	
Qualifications	
Nationality	
Years in the Firm and Total Work Experience	
Previous Work Experience and Duration	
Areas of Expertise Relevant to RFP	
Role in the Proposed Assignment	
Level of Engagement in the Proposed Assignment	

II. Proposed list of dedicated personnel

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

Annexure IV

FINANCIAL BID SUBMISSION FORM

[Location, Date]

To: Export-Import Bank of India Mumbai

Dear Sirs:

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

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

Form A includes the substance of our Financial bid, and **is inclusive of all expenses/monies payable except the applicable GST and other taxes, if any..**

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

[Authorized signature(s)] Name

and Title of Signatory Name of

Firm

Address

Attachments:

- I. Annex A Summary of Costs

FORM A**Financial Proposal**

Provide the **Financial Bid** as per the following format:

Item	Amount in INR (Excluding GST)	Amount in Words (Excluding GST)
Total Consulting Fees (for the Period of 6 months)	XXXX	XXXX

Terms and Conditions

- In case there is mismatch between the words and figures, the amount mentioned in words will be considered.
- Any financial proposal which is conditional and/ or qualified or subject to suggestions will be summarily rejected.
- This is a fixed price contract. All prices should be quoted in INR only. Total cost will be exclusive of GST and other applicable taxes, if any. However, GST and other applicable taxes will be paid as per actuals.

Authorized Signatures

(Name and Title)

Place: _____

Business Address:

Date: _____

Annexure V**PRE-CONTRACT INTEGRITY PACT**

(Request for Proposal No : _____ dated _____)

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER of Rs. 500)

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place _____ on ---- day of the month of ----, (Year) between Export-Import Bank of India, having its Head Office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter called EXIM BANK) which expression shall mean and include, unless the context otherwise requires, its successors and assigns of the First Part and

M/s _____ represented by Shri _____, Authorised Signatory (hereinafter called the BIDDER”) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS EXIM BANK proposes to issue a Request for Proposal for **appointment of a Consultant for “Developing a Vision Document including formulation of a Comprehensive Medium Term Business Strategy with implementation plan for Exim Bank”** and the BIDDER is willing to offer the services and

WHEREAS the BIDDER is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and EXIM BANK is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

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

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

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

1. Commitments of EXIM BANK

- 1.1.** EXIM BANK undertakes that no official of EXIM BANK, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2.** EXIM BANK will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3.** All the officials of EXIM BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

3. Commitments of BIDDERS

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

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of EXIM BANK, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of EXIM BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3. The BIDDER at any stage of the bid or the contract shall not make any payments to officials of EXIM BANK or their family members, in connection with the contract.

- 3.4.** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.5.** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.6** The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by EXIM BANK as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic datacarrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9.** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of EXIM BANK or alternatively, if any relative of the officer of EXIM BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.
- 3.10.** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of EXIM BANK.

4. Previous Transgression

- 4.1.** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any

Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2.** The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

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

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
- ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iii) To recover all sums already paid by EXIM BANK, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the Exim Bank in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- iv) To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the EXIM BANK resulting from such cancellation/rescission and the EXIM BANK shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- v) To debar the BIDDER from participating in future bidding processes of the Exim Bank or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the EXIM BANK.

5.2. EXIM BANK will be entitled to take all or any of the actions mentioned at para 5.1(i) to (vi) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3. The decision of EXIM BANK to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar products/systems or subsystems or providing similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied or similar services provided by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to EXIM BANK, if the contract has already been concluded.

7. Independent Monitors

7.1. The EXIM BANK has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Names and Addresses of the Monitors are given below:

<p>Mrs. Anita Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon - 122 002 Email: anitach123@hotmail.com or IEM@eximbankindia.in</p>	<p>Mrs. Rajni Sekhri Sibal IAS (Retd.) House No - G-9, Second Floor Maharani Bagh, New Delhi - 110065 Email: rajnisekhrisibal@gmail.com or IEM@eximbankindia.in</p>
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- 7.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3.** The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.
- 7.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5.** As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the EXIM BANK.
- 7.6.** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EXIM BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality
- 7.7.** EXIM BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the designated Authority of EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by EXIM BANK/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, EXIM BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination. A person signing integrity pact shall not approach the Courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The BIDDER hereby unconditionally and irrevocably accepts the jurisdiction of courts/tribunals at Mumbai.

10. Other Legal Actions

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

11. Validity

11.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both EXIM BANK and the BIDDER, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

12. This pact shall be deemed as part of the contract that may be entered into pursuant to this Request for Proposal. The parties hereby sign this integrity Pact, at on

EXIM BANK

BIDDER

Name of the Officer

Authorised Signatory Designation

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure VI**NON-DISCLOSURE AGREEMENT**

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

AND

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

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

WHEREAS

The Parties intend to engage in a business relationship which includes _____. In the course of such business relationship, it is anticipated that EXIM may disclose or deliver to _____

_____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of _____ (hereinafter referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential information: For the purposes of this Agreement, “Confidential Information” means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof. The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,

(b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the

Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use of disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. Term: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.
5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by

the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

6. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information,
(ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.
7. Remedies: Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.
8. Entire Agreement, Amendment, and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the

Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Notices: Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India

Receiving Party: _____

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

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

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

10. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.

11. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder. All Confidential Information is provided on “as is” basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement

by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

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

Disclosing Party

By _____
Name
Title

Receiving Party

By _____
Name
Title

