



**E-Tender  
for  
Appointment of an agency for providing  
professional manpower on contract basis**

**E-Tender Reference No: EXIM/RFP/2021-22/30**

**Head Office:  
Centre One Building, Floor 21, 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 Floor 21, Center One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for “Providing professional 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	Appointment of agency for providing professional manpower on contract basis at Exim Bank Head Office in Mumbai and at its various Regional Offices situated across India
Tender Reference No.	<b>EXIM/RFP/2021-22/30</b>
Tender Document Cost	<b>₹ NIL</b>
EMD Amount	₹ 10,000 (Rs. Ten Thousand only)
Last date for acceptance of Integrity Pact	December 9, 2021, 5:00 PM
Place of Submission of Integrity Pact Agreement original document.	Export Import Bank of India, Centre One Building, 21 <sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	November 18, 2021, 5:00 PM
Document Downloading Start Date	November 18, 2021, 5:00 PM
Date of Online Pre-Bid meeting	December 3, 2021, 11:00 AM - 12:00 PM at <a href="https://eximbankindia.webex.com/meet/hrm">https://eximbankindia.webex.com/meet/hrm</a>
Document Downloading End Date	December 9, 2021, 5:00 PM
Last Date and Time For bid Submission	December 9, 2021, 5:00 PM
Opening of Tender	December 10, 2021, 11:00 AM
Address for communication	Ph. 022-22172771/2774 <a href="mailto:swarup.c@eximbankindia.in">swarup.c@eximbankindia.in</a> <a href="mailto:ajayprabhu@eximbankindia.in">ajayprabhu@eximbankindia.in</a>
Place of Receipt of E-Tender	<b><a href="https://eximbankindiatenders.procuretiger.com">https://eximbankindiatenders.procuretiger.com</a></b>

**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 Commercial bids with necessary documents required as per eligibility criteria.

The bids placed by the Bidders are confidential and will be opened by the authorized 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/ Promoter		
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone Nos.		
a.		
b.		
c.		
4. Head Office Address/Regional Office Address		
5. Email Address		
a.		
b.		
6. Year of Establishment/ incorporation		
7. Registration No. and Date of Registration/ CIN no.		
8. Status of the firm (Proprietor/Partnership/Company etc.)		
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 on contract basis?		Yes / No
13. Has the agency provided its services to 3 enterprises in the last 3 years?		Yes / No

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

**Date :**

**Place :**

## **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.
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 specifications.



## GENERAL CONDITIONS OF THE TENDER

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

- 1. Law:** This Tender shall be governed and interpreted in accordance with the laws of the Republic of India.
- 2. Effective Date of the Contract:** The contract entered into between Exim Bank and the successful bidder 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 Tender, 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 commercial bids place online will be entertained.
- 6. Penalty for use of undue influence:** The bidder 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 Exim Bank 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 Bidder towards any officer/employee of the Exim Bank or to any other person in a position to influence any officer/employee of the Exim Bank for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/ penalty as the Exim Bank 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.

- 7. Non-disclosure of Contract documents:** Except with the written consent of the Exim Bank and the Bidder, either party shall not disclose the contract or any provision, specification, sample or information thereof to any third party and will enter into a Non-Disclosure Agreement as given at Annexure\_\_\_\_\_.
- 8. Liquidated Damages:** In the event of the Bidder 's failure to submit the Performance Guarantee and Documents and supply the services as specified in this contract, the Exim Bank may, at his discretion, withhold any payment until the completion of the contract. Exim Bank may also deduct from the Bidder 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.
- 9. Termination of Contract:** The Exim Bank shall have the right to terminate this Contract in part or in full in any of the following cases:
  - (a) The Bidder is declared bankrupt or becomes insolvent.
  - (b) The Exim Bank has noticed that the Bidder 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
- 10. Notices:** Any notice required or permitted under the Tender 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.
- 11. Amendments:** Any change to the terms and conditions of this Tender shall be informed by Exim Bank on its website. Bidders are requested to check the website from time to time.
- 12. Evaluation and Comparison of Bids:**

The bidder meeting the Eligibility Criteria will be considered for commercial bid 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 as per required annexures mentioned.

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 tender. The evaluation will be a three-stage process. The stages are:

- a. General eligibility evaluation
- b. Technical bid scoring evaluation
- c. Commercial evaluation

**13.** 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.

**14. Notices to local bodies:**

The bidder 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.

**15.** 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).

**16.** 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.

**17.** 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 TENDER

Exim Bank requires professional 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 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 professional manpower (deputies) 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 deputies in the age group of 18 to 55 years.
3. The Agency/ selected bidder will process the application for deputies 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 deputy, 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 deputies 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 deputies, 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 THE TENDER

1. The 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 deputies 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 selected bidder at all times will act as an independent contractor. The appointment of the successful bidder 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 selected bidder shall take the workmen compensation policy for all deputies. 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 deputy in existing / new policy should be submitted to the Bank within 15 days from the date of the deputy being assigned to the Bank. The insurance policies shall be valid for the entire duration that the deputy 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 as per the same terms & conditions as mentioned in this tender and the Agreement to be entered into between Exim Bank and the selected bidder

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.

8. The selected bidder 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 deputees, 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 non-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.

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 by Exim Bank.

**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 the terms and conditions of the contract by the successful bidder. Performance Guarantee will be returned to the successful bidder within 60 days of completion of the contract.

**12. Commercial Bid:** Agencies qualifying eligibility criteria will then be evaluated on technical bid. Agencies scoring minimum cut-off as specified in technical bid shall be considered for commercial bid evaluation. Final score shall be computed after giving 60% weightage to technical bid score and 40% weightage to commercial bid score.

**13. Compliance with laws:**

- a) The selected bidder shall comply with all laws directly relating to the provision of the Services, its staff, employees and personnel and 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 Exim Bank providing the necessary details and/or documents that may be required as per applicable laws, the selected bidder 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 Exim Bank due to the selected bidder/ agency's failure to comply with such laws therein.



## EVALUATION OF BIDS

The e-tender shall be first evaluated based on the eligibility criteria. The bidder meeting/ complying with all the parameters specified in eligibility criteria will be considered eligible for opening of technical bid. The Bidder is expected to provide proof for each of the points for eligibility criteria. Only agencies qualifying eligibility criteria will be evaluated on technical bid. Agencies scoring minimum cut-off as specified in technical bid shall be considered for commercial bid evaluation. Final score shall be computed after giving 60% weightage to technical bid score and 40% weightage to commercial bid score. Commercial bid will be opened only for bidders meeting the cut-off as specified in technical bid.

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 parameters in eligibility criteria 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.

## ELIGIBILITY CRITERIA OF THE BIDDER

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 professional manpower for day-to-day Banking/ secretarial related work to various BFSI sector organizations.		Bidder should obtain certificate from its clients as per <b>Annexure I</b> .
2.	The Agency should have served minimum 3 clients from BFSI Sector as per clause 1 during the last 5 years (between FY 2016-17 to FY 2020-21) for providing professional manpower.		Work Experience Certificates from all clients must be attached as per <b>Annexure I</b> .
3.	The Agency should have satisfactorily executed annual service contracts for providing professional manpower (as per clause 1 & 2) of minimum ₹ 1 crore each with different clients during the last five years (between FY 2016-17 to FY 2020-21).		Bidders must provide certificate from all its clients as per <b>Annexure I</b> .
4.	The bidder must have annual turnover of ₹ 50 crore each in the last three financial years, i.e., FY 2018-19, FY 2019-20, and FY 2020-21.		Statutory auditor certificate is required to be uploaded mandatorily.
5.	The Agency should have offices in Mumbai/ Navi Mumbai, and preferably in Delhi, Chennai, Hyderabad, Ahmedabad, Kolkata, Bengaluru, Pune, Chandigarh. However, an office in Mumbai is a must. The Agency should have a minimum manpower of 10 employees on its payroll at its Mumbai office. The Agency must also have a minimum manpower of 25 employees at senior/ middle/ junior executive level on its payroll at its Head Office.		Bidders must provide statutory auditor certificate certifying presence of the bidders in above cities and details of senior/ middle level officers working in Head Office and Mumbai office. Submission of Statutory Auditor Certificate as per <b>Annexure II</b> is mandatory.

	Bidders must provide statutory auditor certificate certifying presence of the bidders in above cities and details of senior/ middle level officers working in Head Office and Mumbai office.		
6.	Integrity Pact Agreement (IPA) to be executed. 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.		Integrity Pact Agreement as per <b>Annexure VIII</b> .
7.	The agency should have valid GST and PAN Number.		Copy of PAN and GST Certificate to be uploaded.
8.	The agency should have a valid registration number.		Copy of Company Registration Certificate to be uploaded.
9.	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 <b>Annexure XI</b> .
10.	Scanned copy of all Annexures on Agency's Letter head and signed copy of e-tender document must be uploaded on the E-tender portal.		
11.	MSME proof (if applicable)		

**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. 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 bids 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 bidders will be evaluated on the parameters stated in eligibility criteria.
- 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 Agency should have minimum 5 years of experience in providing professional manpower for day-to-day Banking/ secretarial related work to various BFSI sector organizations.</p> <p><b>Marking for number of years of experience shall be as follows –</b>            5 years – 15 marks            &gt;5 years and up to 10 years – 20 marks            &gt;10 years and up to 15 years – 25 marks            &gt;15 years – 30 marks</p>	30	15
2.	<p>The Agency should have served minimum 3 clients from BFSI Sector during the last 5 years (between FY 2016-17 to FY 2020-21) for providing professional manpower as stated in clause 1.</p> <p><b>Marking for number of such clients shall be as follows –</b>            3 clients – 20 marks            4 up to 8 clients – 25 marks            9 up to 13 clients – 30 marks            More than 13 clients – 35 marks</p>	35	20
3.	<p>The Agency should have satisfactorily executed annual service contracts for providing professional manpower (as per clause 1 &amp; 2) of minimum ₹ 1 crore each with different clients during the last five years (between FY 2016-17 to FY 2020-21).</p> <p><b>Marking for number of contracts of minimum ₹ 1 crore shall be as follows –</b>            3 contracts – 20 marks            4 up to 8 contracts – 25 marks            9 up to 13 contracts – 30 marks            More than 13 contracts – 35 marks</p>	35	20
<b>Total Marks</b>		<b>100</b>	<b>55</b>
<b>Minimum Marks required for technical qualification</b>		<b>55</b>	

Agencies should obtain the cut-off marks against each parameter specified above along with overall cut-off of 55 marks.

## COMMERCIAL BID

Sr No.	Products	Fees (In INR on a base of ₹ 100)
1.	Service Fees payable on monthly cost of the officer deputed to Exim Bank inclusive of all processing/ administrative charges excluding taxes.  (For the sake of computation, fees is to be provided by taking ₹ 100 as monthly cost, i.e., as % of monthly cost of ₹ 100)	
2.	Recruitment fees, as percentage of annual CTC of officer deputed to the Bank *  (For the sake of computation, fees is to be provided by taking ₹ 100 as annual CTC of depute, i.e., as % of annual CTC of ₹ 100)	
3.	Absorption Fees, as percentage of Annual CTC of depute to the Bank **  (For the sake of computation, fees is to be provided by taking ₹ 100 as annual CTC of depute, i.e., as % of annual CTC of ₹ 100)	

\* 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 another service provider's rolls for providing services to Exim Bank or any subsidiary or group company during the deputation period

## Selection Process –

- The bidder meeting/ complying with all the parameters specified in eligibility criteria will be considered eligible for opening of technical bid. The Bidder is expected to provide proof for each of the points for eligibility criteria.
- Agencies qualifying eligibility criteria will be evaluated on technical bid. Agencies scoring minimum cut-off of 55 as well as on each parameter as specified in technical bid shall be considered for commercial bid evaluation.
- Final score shall be computed after giving 60% weightage to technical bid score and 40% weightage to commercial bid score.
- Commercial bid will be opened only for bidders meeting the cut-off as specified in technical bid.

## Method of selection: Quality and Cost Based Selection

**Technical Evaluation Score** – to be calculated as per technical evaluation scoring sheet. (Page number 21)

The minimum technical score required to be shortlisted for presentation is: 55 Points

Bidders who score minimum 55 points in Technical Evaluation shall be shortlisted for opening of commercial bid.

**Commercial Bid Score** – For evaluation of commercial bid, total price as per point numbers 1 to 3 (Page number 22) will be taken into account.

Commercial Bid Score will be calculated as follows –

Commercial Bid Score of a proposal =  $100 \times (\text{Price of Lowest Proposal} / \text{Price of the proposal under consideration})$

The weights given to the Technical Evaluation Score and Commercial Bid Score are:

Technical Evaluation = 60%, and

Commercial Bid = 40%

The formula for determining the final scores is the following:

**Final Score = 60% of Technical Evaluation Score + 40% of Price Score**

**ANNEXURE I**

(Certificate to be obtained by bidder on client company's letterhead)

This is to certify that           (Name of Bidder)           has provided professional manpower to us under the following contract(s) –

Sr. No.	Location(s) for which professional manpower provided	Type(s) of Manpower provided (please specify job role)	Number of Manpower deployed	Duration of the Contract	Start Date of Contract	End Date of the Contract	Amount of Contract

Authorized Signatory:

Company's Seal:



## **ANNEXURE II**

(To be provided by statutory auditor)

We hereby certify that the \_\_\_\_\_ (Name of Bidder) has its branch office(s) at the following location(s) –

Sr. No.	Location	Address of the registered office	Date of Establishment

We hereby certify that the \_\_\_\_\_ (Name of Bidder) have following staff strength at HO and Mumbai office.

Sr. No.	Position (Senior/ Middle/ Junior)	Number of officers deployed	Location
	Senior		Head Office
	Middle		
	Junior		
	Senior		Mumbai
	Middle		
	Junior		

**GENERAL INSTRUCTIONS TO BIDDERS**

<b>1.0</b>	<b>Parties:</b>
	The parties to the Contract will be the successful bidder providing professional 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.
<b>2.0</b>	Any printing or typographical errors /omission in tender document shall be referred to 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.
<b>3.0</b>	<b>Bid Validity Period</b>
	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.
<b>4.0</b>	<b>Right to accept or reject tender:</b>
	The right to acceptance of tender will rest with 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.
<b>5.0</b>	<b>Payments:</b>

	The payment of the services will be made within reasonable time in accordance with the terms to the contract.
<b>6.0</b>	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from Exim Bank shall be mentioned by the Bidder.
<b>7.0</b>	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.
<b>8.0</b>	The Bank has the right to reduce or increase the scope of work. The Bank may give 1 month's notice period for termination of contract if the services of the Agency are not found to be satisfactory.
<b>9.0</b>	<b>Notices to local bodies</b>
	The Bidder 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/2021-22/30**)

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, Floor 21, Centre One Building,  
World Trade Centre Complex,  
Cuffe Parade, Mumbai 400 005

Dear Sir,

**Ref: “Appointment of an agency for providing professional manpower on contract basis to Export Import Bank of India”**

**Ref. No: EXIM/RFP/2021-22/30**

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 appointment 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, 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**.

\_\_\_\_\_ & 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 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 non-exclusive 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 “**Appointment of an agency for providing professional 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 ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

## **Section 8 - Independent External Monitor**

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

Mrs. Anita Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon – 122002 Email – <a href="mailto:IEM@eximbankindia.in">IEM@eximbankindia.in</a>	Mrs. Rajni Sekhri Sibal IAS (Retd.) House No – G–9, Second Floor, Maharani Bagh, New Delhi – 110065 Email – <a href="mailto:IEM@eximbankindia.in">IEM@eximbankindia.in</a>
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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,  
Floor 21, Centre One Building,  
World Trade Centre Complex,  
Cuffe Parade, Mumbai 400 005

Re: Tender RFP Ref: **EXIM/RFP/2021-22/30**

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 professional 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 December 3, 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](mailto:swarup.c@eximbankindia.in)

Assistant General Manager – Human Resource Management Group

Ajay Prabhu

[ajayprabhu@eximbankindia.in](mailto: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 XI**

**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: