
E-TENDER

FOR APPOINTMENT OF A CONCURRENT AUDITOR FOR FY 2022-23

E-Tender Reference No: EXIM/RFP/2021-22/45



February 04, 2022
EXPORT-IMPORT BANK OF INDIA

Contents

Sr.No.	Particulars	Page no.
1	About Exim Bank	1
2	Quotation Bid Notice	1
3	General Tender Details	2
4	Mandatory information required for pre-qualification of the Bidder	4
5	Information for Bidders	5
6	Terms of RFP	6
7	Terms of Reference (TOR)	9
8	Process of Selection	11
9	Submission of Bids	16
10	Evaluation of Bids	17
11	General Terms and Condition	19
12	Instructions to Bidders (Annexure I)	23
13	E-Tendering Process Compliance Statement (Annexure II)	24
14	Letter of Proposal (Annexure III)	25
15	Undertaking from The Bidder (Annexure IV)	26
16	Self-Declaration for Compliance (Annexure V)	27
17	Format for Past Relevant Experience (Annexure VI)	28
18	Profile, Composition and Experience of Team Members (Annexure VII)	29
19	Bidder's request for Clarification (Annexure VIII)	30
20	Non Disclosure Agreement (Annexure IX)	31
21	Pre Contract Integrity Pact (Annexure X)	35

1. ABOUT EXIM BANK

Export-Import Bank of India (EXIM Bank) is a corporation established under the Export-Import Bank of India Act, 1981 and having its registered office at Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005. EXIM Bank was set up for the purpose of financing, facilitating and promoting foreign trade in India. It is the principal financial institution in the country for coordinating working of institutions engaged in financing exports and imports.

For further information, visit our website www.eximbankindia.in.

2. QUOTATION BID NOTICE

EXIM Bank invites bids from eligible bidders for **“Appointment of Concurrent Auditor for FY 2022-23 for Export-Import Bank of India”**.

1. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.

2. Vendor registration can be done online by opening Website:

<https://eximbankindiatenders.procuretiger.com> Click on “Register” link for New Bidder registration, create User Id and Password and attach your Digital certificate.

3. Tender document will be allowed for download from above website after successful vendor registration (hard copies of the tender document will not be provided) and payment of the tender document cost.

4. CONTACT INFORMATION FOR E-TENDER PROCESS

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

5. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

3. GENERAL TENDER DETAILS

Tender Document for	Appointment of Concurrent Auditor for Export-Import Bank of India for FY 2022-23
Tender Reference No.	EXIM/RFP/2021-22/45
Tender Document Cost and EMD.	Nil
Last date for acceptance of Integrity Pact Agreement.	February 24, 2022, 5.00 PM
Place of Submission of Integrity Pact Agreement original document.	Export-Import Bank of India, Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	February 04, 2022, 5.00 PM
Document Downloading Start Date	February 04, 2022, 5.00 PM
Pre-bid Meeting Date & Time	February 14, 2022 3.00 PM
Document Downloading End Date	February 25, 2022 5.00 PM
Last Date and Time for Submission	February 25, 2022 5:00 PM
Opening of Tender	February 28, 2022 03:00 PM
Discussions /Presentation by eligible bidders with selection committee	Will be informed to the eligible bidders in due course
Opening of Financial Bids	Will be informed to the qualified bidders in due course
Address for communication	Same as above Ph. 022-22172600, Extn: - 2614/2351/2356 Email : rahul.s@eximbankindia.in ; gaurik@eximbankindia.in ; strivedi@eximbankindia.in
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

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

Commercial bids will be opened online only. E-Tendering is the simulation of the manual

tendering process on the internet. i.e. the eligible Bidders / Service Providers (SPs) can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids.

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

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection.
2. Operating system – Windows 7/ Windows 10.
3. Digital certificate - Class II or III, signing + Encryption, and **it should be organizational certificate only.**
4. Vendor registration can be done online by opening Website:
<https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.

For any clarification kindly contact –

E-Procurement Technologies Limited

801 – Wall Street – II

Opposite Orient Club near Gujarat College,

Ellis Bridge, Ahmedabad – 380 006

Gujarat, India

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

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

4. 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.

Sr. No.	Particulars	Details
1. Name of the Firm		
2. Name of the Partners		
A (Mobile No.)		
B (Mobile No.)		
3. Office Telephone Nos.		
a. Single point of contact mobile no for e-tender clarifications		
b.		
c.		
4. Head Office Address		
5. Email Address		
a.		
b.		
6. Year of Establishment		
7. Registration No. and Date of Registration		
8. Status of the firm (Partnership/LLP etc.)		
9. Name of Bankers	a.	
	b.	
10. PAN Card No.		
11. GST No.		

Signature of the Authorized Signatory
 [Authorised Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:

Date:

Place:

5. INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at website:

<https://eximbankindiatenders.procuretiger.com/EPROC/>

2. The bidders can enroll themselves on the website:

<https://eximbankindiatenders.procuretiger.com/>

Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.

3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e-tender.

4. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid.

5. Bidder, in advance, should keep ready the bid documents to be submitted as indicated in the tender document / schedule and, preferably, should be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing the size of the scanned document.

6. Please make sure all the formats asked as per S.No 4 and 5 of tender document are properly uploaded on online Website for E-Procurement:

<https://eximbankindiatenders.procuretiger.com/>

7. This Invitation for Bids is open to all the Chartered Accountancy (CA) firms who possess the qualifying requirements as specified in the Tender.

Any person signing the 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 found that the person so signing the Tender has no authority to do so, the Deputy General Manager, Exim Bank, without prejudice to other civil and criminal remedies, may 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 completion or financial failure, etc.

6. TERMS OF RFP

- 6.1 This Request for Proposal (RFP) document has been prepared solely for appointment of a CA firm to undertake the concurrent audit of the Bank for FY 2022-23. The RFP document is not a recommendation, offer or invitation to enter into a 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.
- 6.2 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.
- 6.3 The firms / 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.
- 6.4 The firms / bidders must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 6.5 Exim Bank reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the CA firms / bidders or any obligation to inform the affected CA firms / 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.
- 6.6 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.
- 6.7 Exim Bank reserves the sole right to cancel the RFP at any stage without assigning any reason.

- 6.8 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.
- 6.9 The Bank shall hold a pre-bid meeting on the date and time mentioned in this document. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The bidders are expected to use the opportunity to have all their queries answered. No query will be entertained after the pre-bid meeting. The pre-bid queries are to be addressed to the contact details provided under 'Important Information'. The clarification is to be sought quoting page/clause no. of RFP. The text of the clarifications sought and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank's website. It would be responsibility of the bidder to check the website before final submission of the bids.
- 6.10 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.
- 6.11 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.
- 6.12 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.
- 6.13 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.
- 6.14 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 bidders or sub-contracting of services in whole or part with other firms shall not be permitted. In case a CA firm / bidder is found not possessing the requisite capabilities, it will be summarily disqualified from the process for this assignment.

- 6.15 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.
- 6.16 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.
- 6.17 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.

7. TERMS OF REFERENCE (TOR)

Background

7.1 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.

7.2 The Bank is wholly owned by the Government of India. 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.

7.3 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.

7.4 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.

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

Objective

7.6 The objective of this RFP is to appoint an experienced Chartered Accountancy firm as the Concurrent Auditor of the Bank for FY 2022-23. The concurrent audit will include inter alia, monthly audit of Loans & Advances, Treasury & Investments, Guarantees, Letters of Credit, Borrowings and Revenue and Capital Expenses of the Bank's Head Office, Domestic Offices and Overseas Representative Offices.

Scope of Work

7.7 To conduct monthly concurrent audits of various functional areas of the Bank at HO (Mumbai) and various offices across India and overseas. The broad scope of work is as follows:

1. Rupee Investments
2. Foreign Currency Fund Management (including foreign currency borrowings)
3. Foreign Exchange Transactions
(including audit of SWIFT messaging systems and its operations, checking of all SWIFT messages including SBLCs issued).
4. Derivatives / Interest Rate Swap / Forward Rate Agreements
5. Guarantees (including checking correctness of guarantee commission charged and collected)
6. Loans & Advances including inter alia Revenue Audit to assess the extent of revenue leakage in respect of collection of fees (processing, service fees, documentation fees, commitment fees, upfront fees etc.), interest, penal interest, liquidated damages, additional interest to be charged as per sanction terms on prospective or retrospective basis on account of any delay in creation of security stipulated e.g. Mortgage/ escrow/ pledge of shares, DSRA etc., non-compliance with sanction terms, checking of principal repayment schedules in Finacle and advised to Borrowers, check the correctness of rate of interest entered in Finacle, reset details entered (spread and base rate, date of next interest reset) and interest rate related fields (inter alia whether LIBOR/ other base rate reset are selected correctly) and/ or any other income leakage.
7. Letters of Credit (LC) / Standby Letter of Credit (SBLC)
8. Compliance with KYC norms.
9. Specific audit and certification of Lines of Credit (LOC) including, inter alia, loan documentation, compliance with conditions stipulated for government guarantee, recovery of commitment charges / management fees etc.
10. Borrowings / Exim Bank Bonds / Term Deposits / CDs / CPs / Term Money
11. Vendor payments for capital and revenue expenses (excluding employee payments).
12. Overseas Representative Offices - Expenses & Salary Payments
13. System Audit of Dealing Room Operations (Annual)

8. 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 pre-defined threshold decided by the Bank)
– Assign Financial Score.
- vii. Award of contract, based on the combined score of the bidder.

8.1 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 shall be CA Firm (LLP/ Partnership) registered in India under the Partnership Act 1932/2008 as amended and should have been in existence for last 7 years and should be registered with Institute of Chartered Accountants of India (ICAI) for at least 7 years.	Certificate of Incorporation/ Constitutional Documents. Also a copy of PAN, TAN and GSTIN Certificate. Certified True Copy of LLP agreement / partnership deed.
2	Bidder should have minimum of 5 Partners (Chartered Accountants registered as Members of ICAI) in India (where constitution is partnership / LLP) and 10 full-time professional staff who are qualified Chartered Accountants.	Self-declaration to be submitted on organisation's letter head along with the details such as Names of Partners, etc.
3	The bidder should be a CA Firm with an average annual revenue (excluding GST) of at least ₹ 5 crore per annum in the last three financial years i.e. 2018-19, 2019-20 and 2020-21.	Copies of Audited Balance sheet for last three financial years or certificate from an independent Chartered Accountant certifying the turnover for financial years i.e. 2018-19, 2019-20 and 2020-21 stating income from audit activities, separately.
4	The firm should be well acquainted with Banking regulations of India and should have undertaken similar assignments (Statutory Audit / Concurrent Audit) for at least three Indian Scheduled Commercial Banks / Indian Financial Institutions during the period January 01, 2016 to December 31, 2021.	Completion certificate from the client. In the absence of completion certificate, self declaration on its

Sr. No.	Eligibility Criteria	Documents Required
		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 must have a full-fledged office in Mumbai for at least last three years, with at least two partners stationed in Mumbai.	Shop Establishment Certificate shall be uploaded. Declaration regarding two partners stationed in Mumbai with details.
6	The firm should not have been banned/blacklisted/barred/ disqualified/ prohibited by Govt. of India/State Govts/ Multilateral agencies/NFRA/ICAI. The firm should not have defaulted to Banks/FIs in India in payment of dues.	Declaration & Undertaking by the firm on its letter head. The bidder is also required to sign an Integrity pact as per <u>Annexure X.</u>
7	The bidder or its subsidiaries/associates shall not be currently involved in any other audit activity with EXIM Bank. If the firm was involved with EXIM Bank for any audit activity in the past but a one year cooling period has not lapsed since the completion of that contract, such firms are not eligible.	Self declaration on firm's letter head with sign and stamp.

Note: All the above eligibility criteria should be met as on the date of the bid, unless specified otherwise.

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. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full or non-submission of documentary proof, will be summarily rejected.

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.

8.2 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. 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. Broad indicative evaluation criteria for technical bid are mentioned herein below:

- 1. Existence of the Firm (10 Marks)**
 - a Registration of the firm with ICAI, etc.
 - b Number of years in existence, etc.
- 2. Number of Partners & CAs and length of association of existing partners with the firm and number of Full Time Chartered Accountants (20 Marks)**
 - a Number of Partners;
 - b Length of association of partners;
 - c Number of full time CA employed at the firm;
 - d Composition of the proposed team to be deployed for this assignment;
- 3. Offices in Mumbai and major metros (10 Marks)**
 - a Number of partners posted in Mumbai;
 - b Offices in metro cities;
- 4. Experience of the Firm in Bank Audits such as Concurrent Auditor/Statutory Auditor (20 Marks)**
 - a Experience of the firm in carrying out concurrent audit of Banks, especially public sector banks (PSBs).
 - b Experience of the firm in carrying out statutory audit of Banks, especially public sector banks (PSBs)
 - c Experienced ex-bankers employed with the firm;
 - d Number of current clients, who are Scheduled Commercial Banks (SCBs))/FIs
- 5. Average turnover in the past 3 years i.e.. 2018-19,2019-20 and 2020-21 (10 Marks)**
 - a. Turnover from audit activities
 - b. Total turnover
- 6. Presentation made to the Bank's management by the eligible firms (30 Marks).**

Based on the above evaluation, Bank's technical committee will assign marks to all the firms and rank them accordingly. Based on the minimum marks fixed by the Bank, at its discretion, Bank will shortlist the bidding firms who will be called the "Qualified Firms". The financial/commercial proposals will be opened only in respect of Qualified Firms.

8.3 Financial Bid

Item	Amount in INR (Excluding GST)	Amount in Words INR (Excluding GST)
Total Concurrent Audit Fees per annum		

Terms and Conditions

- In case there is a 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 and out of pocket expenses will be paid as per actuals.

The Financial Bid will contain the financial quote covering total price/fees/cost of undertaking the assignment exclusive of all out of pocket expenses of the auditor. GST / any other applicable taxes. No upward revision in the price would be considered on any count.

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

8.3.1 Financial Bid which is conditional will be rejected.

8.3.2 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.

8.3.3 The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate.

8.3.4 The Bank will deduct tax at source 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.

Payment Terms

The payment terms would be as follows:

The payments will be made on submission of the monthly and quarterly concurrent audit reports subsequent to submission of GST invoice of the same.

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

9. SUBMISSION OF BIDS

9.1 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, which 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 mentioned above. The Firm's total contract amount shall be fixed lump sum including fees but excluding out of pocket expenses, GST and other taxes, if any. 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.

10.EVALUATION OF BIDS

10.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the 'General Tender Details' 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, present shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the bidders.

10.2 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.

10.3 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 key challenges before the Bank, proposed Approach and Methodology to be adopted for the Concurrent Audit, experience of proposed team, etc. The technical capabilities and competence of the firm should be clearly reflected in the discussion / presentation. The Bank will inform the date, time and venue of the discussion / presentation to the Audit firms that have met the eligibility criteria.

It may be noted that the key members of the team proposed in the Technical Proposal 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 Resource personnel 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.

Bidders who are eligible as per the eligibility criteria and score at least 70 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 70 marks.

10.4 Opening of Financial Bids and Combined Score

Financial proposals of only those applicants who are technically qualified (scoring 70 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 a weightage of 70%. The financial bids will be given a weightage of 30%. The combined score of technical and financial bids 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 audit firm/bidder for negotiation based on the ranking derived from the combined score as per the calculation methodology given below:

Calculation of Combined Score

$$\text{Combined Score} = 70 \times (\text{ETS})/(\text{HTS}) + 30 \times (\text{LR} / \text{R})$$

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

10.5 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 bidders by notification on the Bank's website 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 concurrent audit 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 a contract due to whatsoever reasons, the Bank will invite the next ranked bidder for negotiations and award of the contract. The contract will be awarded to the selected firm for the period April 1, 2022 to March 31, 2023. The contract may be extended by a further period of 2 years, at the sole discretion of Exim Bank, subject to satisfactory performance review of the CA firm at the end of the year.

11. GENERAL TERMS AND CONDITIONS

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of India. The contract shall be governed by and interpreted in accordance with the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **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 Exim Bank.
4. **Non-disclosure of Contract documents:** Except with the written consent of the Exim Bank/ Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
5. **Liquidated Damages:** In the event of the Bidder's/ Service Provider's failure to submit the Bonds, Guarantees and Documents, supply the required services / stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Bank may, at its discretion, withhold any payment until the completion of the contract. The Bank may also deduct from the BIDDER/Service Provider as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

6. **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) 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
7. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.
8. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Bidder shall indemnify the Exim Bank against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
9. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
10. **Evaluation and Comparison of Bids:** The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.
 The decision of the Exim Bank would be final and binding on all the Bidders to this document. The Exim Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Exim 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 evaluation
 - c) Techno-Commercial evaluation
11. **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.

12. 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 bidder 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:
- "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
 - "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 bidders (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 bidder 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.

13. 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 bidder, 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. However, the Bank reserves the unconditional right to insist the selected bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of the contract pursuant to this RFP.
14. 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 bidder 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 bidder 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 bidder and the Bank.

15. No Bidder shall contact the Exim 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 Exim Bank's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bid.
17. The Core Audit Team proposed by the Service Provider/ bidder should be employees on the rolls of the Service Provider/ bidder. No part of the engagement shall be outsourced by the selected Service Provider/ bidder to third party vendor.
18. The firm should submit Non-Disclosure Agreement (NDA), signed on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai as per the date and time mentioned in the tender document.

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

Annexure I**INSTRUCTIONS TO BIDDERS**

- 1.0 Location:** Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India.
- 1.1** Bidders must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. The bidders may seek email clarification before Prebid date. No request of any change in conditions for want of information on any point shall be entertained after receipt of the tenders.
- 1.2** Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.
- 1.3 Transfer of Tender Documents:** Transfer of tender documents purchased by one intending Bidder to another is not permitted.
- 1.4 Payments:** The payment will be made only after receiving the Hard-Copy Invoice subsequent to the submission of final reports.
- Note: No advance amount will be paid under this assignment.
- 1.5 Signing of the contract:**
- a) **Pre-Contract Integrity Pact [Integrity Pact Agreement (IPA)]** to be executed on Rs.500 stamp paper by bidder as per format at **Annexure X** and to be enclosed along with the bid document.
 - b) The successful Bidder shall be required to execute a **non-disclosure agreement (NDA)** with Exim Bank upon receipt of the notice of acceptance of offer, as per format at **Annexure IX**. In the event of failure on the part of the successful Bidder to sign the agreement in the within the stipulated period, the EXIM Bank may cancel the order.
 - c) Until the Agreement is formally signed, the Work Order / Letter of Acceptance of tender issued to the successful Bidder and accepted by him may be operative and binding on the EXIM Bank and the Service Provider.
- 1.6** 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.
- 1.7** If so decided, EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
- 1.8** The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 3 months' notice period for termination of contract if service is not satisfactory to the Bank.

Annexure-II**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/2021-22/45– Appointment of Concurrent Auditor for FY 2022-23 for Export-Import Bank of India**)

1. The price once submitted cannot be changed.
 2. Technical and other non-commercial queries (not impacting price) can be routed through respective contact personnel of the EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s E-Procurement Technologies Ltd personnel indicated in the tender document.
 3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the 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.
 7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.
- I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Signature of the Authorized Signatory

[Authorised Signatory Name and Designation]Name

and Address of the Firm:

Company Seal:

Date: [insert day, month, and year]

Location:

Annexure III**Letter of Proposal**

Date: *[insert day, month, and year]*

To: **Export-Import Bank of India**

We, the undersigned, apply for appointment as the concurrent auditor of EXIM Bank for FY 2022-23 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 ECGC Specific Approval List, RBI Caution List, RBI Wilful 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 Govts/ RBI/ ICAI and Multilateral agencies such as the World Bank, Asian Development Bank, African Development Bank. We also note to inform the Bank immediately if the above actions are taken against our firm during the entire bidding process.
- (d) We understand that you may cancel the selection process at any time and that you are not bound to accept any Application that you may receive without incurring any liability to the Applicants.
- (e) All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief. We understand that misrepresentation of facts in our Application and contravention to any of the terms and conditions of RFP may lead to rejection of our Application.

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

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

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

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

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

Board Resolution for the authorized signatory signing the documents/bids

Annexure-IV**UNDERTAKING FROM THE BIDDER**

Date: [insert day, month, and year]

Location:

To,
The Deputy General Manager,
Internal Audit Group
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005

Dear Sirs,

Ref. No: **EXIM/RFP/2021-22/45**– Appointment of Concurrent Auditor for FY 2022-23 for Export-Import Bank of India

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 the EXIM Bank. I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, LBT, VAT, GST, Duties, all Royalties and all other 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 Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

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

Yours truly,

Signature of the Authorized Signatory
[Authorized Signatory Name and Designation]
Name and Address of the Firm:
Company Seal:

Annexure-V**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;

- a) My firm 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.
- b) Paid all applicable statutory dues on due dates.
- c) Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.
- d) Not done or committed any act or entered into any transactions in violation of any statutory provisions.
- e) My firm shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during contract period.
- f) My firm will produce all documents for verification process as per Exim Bank's requirement and various audit compliance.

Only Bidders/SP that fulfil all the eligibility criteria, as mentioned above, are eligible to participate in this Bid. The Bidders/Service Provider should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Exim Bank's discretion on 'Eligibility Criteria' is final.

Note to Vendors/ Bidders:

All the support documents need to be submitted duly indexed / numbered sequentially in the above order with respective eligibility criteria. The Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the bid(s), if required.

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]Name and Address of the Firm:

Company Seal:

Annexure VI

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-VII

PROFILE, COMPOSITION AND EXPERIENCE OF TEAM MEMBERS

I. TEAM PROFILE

For the full duration of the assignment, the project leadership and the project team should be detailed in the format given below.

PROFILE OF PROPOSED TEAM LEADER AND SENIOR 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 VIII

BIDDER'S REQUEST FOR CLARIFICATION - TO BE SUBMITTED MINIMUM OF TWO DAYS BEFORE PRE-BID MEETING.

If, bidder, desiring to respond to E-Tender for “**APPOINTMENT OF A CONCURRENT AUDITOR FOR FY 2022-23**”, require any clarifications on the points mentioned in the Tender may communicate with EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online. Online Meeting details will be shared with interested bidders whose pre-bid queries received 2 days before pre bid meeting) 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. Bidder's Request for Clarification.

To be emailed to:	rahul.s@eximbankindia.in gaurik@eximbankindia.in strivedi@eximbankindia.in	
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 authorized person issuing this.

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

Annexure -IX**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

Kind Attn: Ms. Rima Marphatia, Chief General Manager

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

Email: iagteam@eximbankindia.in;

Receiving Party: _

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

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

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

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

11. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder. All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

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

Disclosing Party

Receiving Party

By Export-Import Bank of India

By _____

Name:

Name:

Title:

Title:

Annexure X**PRE-CONTRACT INTEGRITY PACT**

(Request for Proposal No : _____ dated _____)
(To be stamped in accordance with Stamp Act- 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 Concurrent Auditor for Exim Bank for FY 2022-23”** and the BIDDER is willing to offer the services and

WHEREAS the BIDDER is a partnership firm / LLP, 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 EXIMBANK 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:

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.

Commitments of BIDDERS

- 3.** 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 data carrier. 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 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: iem@eximbankindia.in</p>	<p>Mrs. Rajni Sekhri Sibal IAS (Retd.) House No.G-9, Second Floor Maharani Bagh New Delhi-110 065 Email: 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

Name of the Officer
Designation
Witness

1. _____

2. _____

BIDDER

Authorised Signatory

Witness

1. _____

2. _____

(Note: Pls. Sign and stamp on all IP agreement pages)

