

E-TENDER

**Supply of Stationery and Consumable Items at Head Office & Nariman Point
Office, Mumbai**

Tender Reference No: EXIM/RFP/2021-22/49

**Export-Import Bank of India
Center One Building, 21st Floor
World Trade Centre Complex, Cuffe Parade
Mumbai – 400005**

Phone: 022-22172839/022-22172705

Email: administration@eximbankindia.in

SCHEDULE OF EVENTS

Tender Documents for	Supply of stationery and consumable items at Head Office and Nariman Point Office, Mumbai.
Tender Document Cost (Payable by DD in favor of Export Import Bank of India)	₹ 5000/- (Rupees Five Thousand Only) (Non-refundable) (Demand Draft (DD) in favour of "Export-Import Bank of India" payable at Mumbai
Last Date for acceptance of Tender Document fee	April 13, 2022
EMD Amount (Payable by DD in favor of Export Import Bank of India)	₹ 50,000/- (Rupees Fifty Thousand Only)
Date of Online Notice	March 30, 2022, 16:00 Hrs.
Document Downloading Start Date	March 30, 2022, 17:00 Hrs.
Document Downloading End Date	April 13, 2022, 14:00 Hrs.
Tender Clarification and Pre-Bid Meeting Date	April 06, 2022. (Location: Exim Bank, Head Office, Mumbai. All queries will be answered during pre-bid meeting only)
Last Date and Time for Submission of bid	April 13, 2022, 14:00 Hrs.
Date and Time for opening of Technical Bids	April 13, 2022, 16:00 Hrs. Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
Contact Details of the issuing department	Name: Mr. Navendu Bajpai Designation: DGM – Administration Group Export-Import Bank of India, Mumbai Contact Number :022 22172705 Email : navendu@eximbankindia.in
Address of communication	Export-Import Bank of India, Center One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai - 400 005
Place of Receipt of Tender	https://eximbankindiatenders.procuretiger.com

Note: Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet i.e. the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids. The eligible Bidders will be trained by M/s e-Procurement Technologies Ltd. (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.

1. Minimum requirement for e-tender participation:

- i. Computer / Laptop with internet connection
- ii. Operating system – Windows 7/ Windows 10
- iii. Digital certificate - Class II or III, signing + Encryption, and it should be organisational certificate only
- iv. 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 A- 801 – Wall Street - II,

Opposite Orient Club,

Nr. Gujarat College, Ellis Bridge, Ahmedabad – 380006

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

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 Proprietor, Partners/Directors		
a. Name 1 (Mobile No.)		
b. Name 2 (Mobile No.)		
3. Office Telephone Nos.		
a.		
b.		
c.		
4. Head Office Address		
5. Email Address		
6. Year of Establishment		
7. Registration No. and Date of Registration		
8. Status of the firm (Proprietor/Partnership/Co. etc.)		
9. Name of Banks		
a.		
b.		
10. PAN Card No.		
11. GST No.		

Seal and Signature of the document to be uploaded on the E-Tender/Bid portal.

Date:

Place:

Note:

INFORMATION FOR BIDDERS:

1. Bids shall be submitted online only at website:

<https://eximbankindiaTender/Bids.procuretiger.com/EPROC/>

2. The Bidders can enroll themselves on the website: <https://eximbankindiaTender/Bids.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 Bidders should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the bid documents should be authorized for submitting the online e-Tender/Bid.

4. Please go through the Tender/Bid advertisement and the bid 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 bid document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.

6. Please make sure all formats stipulated as per Sr No 4 and 5 of Tender/Bid document are properly uploaded online Website for E-Procurement <https://eximbankindiaTender/Bids.procuretiger.com/>

7. This Invitation for Bids is open to all Service Providers. Any person signing the Tender/Bid shall submit documentary evidence that his signature on the Tender/Bid, submitted by him, is legally binding upon himself/his firm. If it is detected that the person so signing the Tender/Bid has no authority to do so, the Deputy General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender/Bid and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. 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.

8. Bidders must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before Bidding. The Bidder shall seek clarifications up to April 12, 2022, 14:00 Hrs, if required, prior to submitting the bid. No request for any change in rates or conditions, for want of information on any particular point, shall be entertained after receipt of the bid document.

QUOTATION BID NOTICE:

1. Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India Act, 1981 (the Act) and having its registered office at 21st Floor, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005 invites bids from eligible bidders for “Supply of Stationery and Consumable Items” for Export-Import Bank of India”.
2. The mode of Tender/Bidding is through e-Tender/Bidding. E-Tender/Bidding is the process by which the physical Tender/Bidding activity is carried out using internet and associated technologies in a faster and secure environment.
3. Vendor registration can be done online by opening Website: <https://eximbankindiaTender/Bids.procuretiger.com>
4. Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.
5. Tender/Bid document will be allowed for download from above web site after successful vendor registration (hard copies of the Tender/Bid document will not be provided) and submission of Tender/Bid document cost.
6. Contact information for e-tender/bid process:
e-Procurement Technologies Limited B-704-705,
Wall Street - II, Opp. Orient Club, Nr. Gujarat College,
Ellis Bridge, Ahmedabad - 380006,
Gujarat (India)
Phone Nos. : 079- 68136820/29/31/35/40/43/52/53/57/59/63
E-mail : support@auctiontiger.net
7. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons therefor. Also Exim Bank can annul the e-Tender/Bidding process at any point without assigning any reasons.

1. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

- i. **“The Bank”** ‘means the Export-Import Bank of India (including Regional Offices).
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this E-Tender.
- iii. **“Bid”** means the written reply or submission of response to this E-Tender.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in

this E-Tender, whose technical Bid has been accepted and who has emerged as L1 (lowest in reverse auction) Bidder as per the selection criteria set out in the E-Tender and to whom notification of award has been given by the Bank.

- vii. “**Services**” means all services, scope of work and deliverables to be provided by a Bidder as described in the E-Tender and include provision of technical assistance, and other obligation of Service Provider covered under this E-Tender.

2. EARNEST MONEY DEPOSIT (EMD):

Bidder should pay specified amount towards Earnest Money deposit as follows:

- i. ₹50,000/- (Rupees Fifty 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.
- ii. EMD will not carry any interest.
- iii. EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement. (The DD of the unsuccessful bidder shall be returned as it is and no DD making/cancellation charges will be paid by the Bank)
- iv. The Earnest Money Deposit submitted by the bidder may be forfeited if,
 - a. Successful bidder fails to execute an Agreement within the specified time as per intimation/request of the EXIM BANK,
 - b. Successful Bidder withdraws his tender or backs out after acceptance,
 - c. Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
 - d. Bidder violates any of the terms and conditions of the tender,
 - e. Bidder revises any of the items quoted during the validity period,
 - f. Bidder is found to have indulged in fraudulent practices in the bid submission process.

3. 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 for bidding process must submit valid & authorised copy of certificate of registration with any one of the above agencies. Bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender/Bid.

3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the Tender/Bid. 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/Bid, are not eligible for exemption/preference.
5. The MSEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & Tender/Bid fees.
6. Relaxation of Norms for Micro & Small Enterprises (MSEs):
 - a. Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
 - b. However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein EXIM Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

4. GENERAL CONDITIONS:

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

- i. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- ii. 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.
- iii. Standard Arbitration Clause: All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and

the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

iv. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

v. Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

vi. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 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.

vii. Termination of Contract: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:

- (a) The Seller is declared bankrupt or becomes insolvent.
- (b) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (c) With mutual agreement
- (d) As per decision of the Arbitration Tribunal.

viii. 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 FAX or registered pre-paid mail/airmail or email, addressed to the last known address of the party to whom it is sent.

ix. 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 Seller shall indemnify the Buyer 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 Seller 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.

x. 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.

xi. Validity: Bids submitted by bidders shall remain valid for acceptance for a period up to 90 days from the date of opening of Bid/Tender. The bidders shall not be entitled during the period of validity, without the consent Exim Bank in writing to revoke or cancel their bid or to vary the bid given or any terms thereof.

5. INTRODUCTION

The Export-Import Bank of India (EXIM Bank) is the premier export financial institution of the country that seeks to build value by integrating foreign trade and investment with the economic rise of India. The Bank is guided by expertise at the Board level, by senior policy makers, expert bankers, leading players in industry and international trade, as well as professionals in exports, imports or financing. With offices spread across India and in select locations of the world, the Bank aspires to boost the businesses of industries and SMEs. Established by the Government of India, the Bank commenced operations in 1982 under the Export- Import Bank of India Act, 1981 as a purveyor of export credit, mirroring global Export Credit Agencies. With rich pedigree, today the Bank serve as a growth engine for industries and SMEs through a wide range of products and services. This includes import of technology and export product development, export production, export marketing, pre-shipment and post-shipment and overseas investment. In a rapidly shifting financial landscape, the Bank is a catalyst and key player in the promotion of cross border trade and investment. By instilling a powerful culture of innovation and foresight, the Bank help India maximize its potential and meet, and exceed its vision.

6. BACKGROUND AND PURPOSE OF THE TENDER:

Exim Bank, Head Office and Nariman Point Office, Mumbai, utilise stationery and consumable items for eg: pen, pencils, calculators, erasers etc. for day-to- day use. In this regard the Bank is inviting bids to select a suitable vendor for supply of stationery and consumable items.

7. SCOPE OF THE WORK:

Exim Bank intends to enter into a three year contract with reputed, well established and financially sound firms for supply of stationery and consumable items as listed in the Financial Bid.

Contract period – The contract period for supply of stationery and consumable items at Head office & Nariman Point Office, Mumbai, will be for three years i.e., from May 01, 2022, to April 30, 2025. The contract will commence from the date of award of contract and would continue for period of three years. The period of the contract may be further extended for a period of one year after the completion of contract as per the requirement of Exim Bank or may be curtailed/ terminated before the contract period owing to deficiency in service or supply of sub-standard quality of materials. Exim Bank, however, reserves the right to terminate this initial contract at any time after giving one week notice to the awardee Firm.

The e-tenders have been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested firms are advised to submit their bids “on-line” by visiting Portal i.e. <https://eximbankindiatenders.procuretiger.com>. The bids will be accepted as e-tender only i.e. the tenderers will submit their bids on the e-Procurement Portal. Possession of valid class III, Digital Signature Certificate (DSC), valid e-mail address and registration of the Firm on Portal i.e. <https://eximbankindiatenders.procuretiger.com> are **pre-requisites** for e-tendering.

The firms are required to upload copies of the following documents along with the Technical Bid, failing which their Bids shall be summarily/outright rejected and will not be further considered:

Scanned copy of PAN

Scanned copy of IT return filed for the last 3 financial years i.e. 2018-2019, 2019-20 and 2020-21.

Scanned copy of GST registration certificate

Work experience of similar work during the last 3 years (requisite proof thereof)

Conditional bids shall not be considered and will be rejected outright at the very first instance.

The competent authority of Exim Bank, reserves the right to annul any or all bids without assigning any reasons.

The bidders shall quote the technical and financial bids only as per the format details enclosed at point no. 9 under Technical Evaluation and point no 11 under Financial Price Bid.

8. ELIGIBILITY CRITERIA

i. Bid is open to all Bidders who meet the eligibility criteria. The Bidder has to submit the necessary documents substantiating eligibility criteria as mentioned in this document.

ii. Documentary evidence must be furnished against each criteria. All documents must be signed by the authorized signatory of the Bidder.

Note: Please be informed that the vendor/ bidder who wish to participate in the e-tender must necessarily fit in all the eligibility criteria requirements. Non-compliance with even one of the requirements will result in rejection of the bid(s). Hence, bidders are requested to upload all the relevant

documents mentioned in the eligibility criteria to avoid rejection of the bid(s). The documents have to be submitted in PDF format only.

Sr. No.	Eligibility Criteria	Supporting Documents to be Uploaded	Compliance (Yes/No)
i.	The bidder should have at least 3 years' experience in supplying stationery and consumable items to Public Sector Companies/Banks or Government Departments, etc.	Work completion certificate / Work Experience Certificate (post 01.04.2018) from Organizations.	
ii.	The Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexure – I & Annexure II respectively.	Upload seal and signed copy of Annexures.	
iii.	The Bidder must have a yearly turnover of atleast ₹ 85 lakh in each of the three financial years FY 2018-19, 2019-20 and 2020-21.	CA certificate and audited balance sheet along with IT return proof for the last 3 financial years shall be uploaded. Provisional figures for FY 2021-22 may also be enclosed, if ready.	
iv.	Integrity Pact Agreement (IPA) to be executed as per Annexure - III .	Download the IPA (attached as Annexure III) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-Tender/Bid portal. Original document to be sent to Exim Bank, Head Office, Mumbai on or before the due date mentioned in this document.	
v.	The contractors should be in Cuffe Parade, Mumbai area only.	Address proof which has been registered under shops and establishment Act.	
vi.	Labour law and all statutory compliance	Self-declaration of Labour law and statutory compliance statements on letter head with sign from authorized signatory and stamp to be submitted.	
vii.	The Bidder should not have been blacklisted by any Government department /PSU/PSE or banks.	Upload Self-declaration in company letter head signed by CEO/MD/Authorized Person of the Company.	

9. TECHNICAL EVALUATION:

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution in a fair and transparent manner and the Bank would be guided by this in carrying out the evaluation of bids. The decision of the Bank shall be considered final. For the purpose of the evaluation and selection of Bidder for awarding contract for supply of stationery and consumable

items, a two-stage evaluation process will be followed. If a Bidder does not meet the eligibility criteria, the Bidder will be disqualified. **For the Bidders who satisfy the eligibility criteria, the ‘Technical Bids’ will be opened on the date mentioned in the schedule of events and subsequently evaluated. In order to be shortlisted for opening of Commercial bid, it is mandatory for a bidder to score minimum cut- off marks which is 70 marks in Technical evaluation. The Bidder scoring the highest technical score will be ranked as T1. Bidders who do not achieve the cut-off score will be disqualified from the bidding process and their commercial bids will not be opened.** For any clarification with respect to the tender document, the Bidder may send an email to the email ID mentioned in the document before the date specified therein and/or during the pre-bid meeting. It may be noted that all queries, clarifications, questions, relating to this document, technical or otherwise, should be in writing only and should be to the designated email id as stated earlier. Written requests for clarification submitted to the Bank by the specified date and time will be explained by the Bank or its representative in the pre-bid meeting. The Bank may call for any clarifications / additional particulars required, if any, on the eligibility criteria/technical / commercial bids submitted. The Bidder has to submit the clarifications / additional particulars in writing within two working days. The Bidder’s offer may be disqualified, if the clarifications / additional particulars sought are not submitted within the specified date and time. The Bank reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. The bidders should be ready to make a presentation on the Technical Bid at a one-day email notice. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

While the technical score carries a weight of 70 percent, the commercial score carries a weight of 30 percent. The Techno-Commercial scores (70:30) will be arrived at for each shortlisted Bidder and the Bidder with the highest score will be declared as the successful Bidder.

Technical Evaluation Parameters:

The overall score for evaluating the Bidder would be 100 marks, out of which 70 marks are for the Technical evaluation and 30 marks are for Commercial bid:

Technical Evaluation	Commercial Bid	Overall Score
70	30	100

Turnover, Past Experiences, References etc.

Sr No.	Parameters	Total Marks out of 100
1	The contractors should be located in Cuffe Parade, Mumbai area only.	30
2	The contractor should have 3 years’ experience in providing supply of Stationery and consumable items to Public Sector Companies/Banks or Government Departments. (Shall provide work order for the calendar year 2019, 2020 and 2021).	20
3	Contractor should have annual turnover of not less than ₹ 85 lakh in each of the financial years 2018-2019, 2019-20 and 2020-21 as per audited reports, for supply of stationery and consumables items.	30
4	It should be registered with the Income tax and GST authorities of the Government.	20
Total		100
Minimum Weightage required		70

11. FINANCIAL PRICE BID:

The financial price bid needs to contain the information listed hereunder in a sealed envelope bearing the identification– **“Financial Price Bid for supply of stationery and consumable items in Exim Bank at Head Office, Mumbai”**.

Sr. No	Particulars	Qty	Price Basis	Rate
1	Address Book (Small) 144 Pgs.	1	Each	
2	Address Book (Medium) 144 Pgs.	1	Each	
3	Address Book (Big) 144 Pgs.	1	Each	
4	Cello Gel Pen	1	Each	
5	Cello Gel Refill	1	Each	
6	Cello finegrip Refills	1	Each	
7	Alabaster Paper 100 GSM (A/4 Size) (500 Sheets)	1	Pkt	
8	Attendance Register 1Q	1	Each	
9	Battery Cell AA(Duracell)	1	Set	
10	Battery Cell AAA(Duracell)	1	Set	
11	Battery Cells Big(Novino)	1	Each	
12	Binder Clip 15mm	1	Pkt	
13	Binder Clip 19mm	1	Pkt	
14	Binder Clip 25mm	1	Pkt	
15	Binder Clip 32mm	1	Pkt	
16	Binder Clip 41mm	1	Pkt	
17	Binder Clip 51mm	1	Pkt	
18	Baygon Spray – Big Hit Spray	1	Each	
19	Calculator Casio HL 122L 12 Digit	1	Each	
20	Calculator Casio MJ 100 10 Digit	1	Each	
21	Calculator Casio MJ 120 12 Digit	1	Each	
22	Calculator CT-500 Citizen 10 Digit	1	Each	
23	Calculator CT- 512 Citizen 12 Digit	1	Each	
24	Calculator Scientific Casio	1	Each	
25	Carbon – Pencil	1	Box	
26	Carbon – Paper	1	Box	
27	CD Empty Cover Single	1	Each	
28	CD Empty Cover Double	1	Each	
29	CD Pouch 1 X 80 Rexing	1	Each	
30	CD Pouch 1 X 40 Rexing	1	Each	
31	Cellotape Brown Size 2”	1	Each	
32	Cellotape Dispenser (Big)	1	Each	
33	Cellotape Transparent Size 1” X 72”	1	Each	
34	Cellotape Transparent Size Small	1	Each	
35	Clutch Pencils 0.5 mm Camel, Natraj	1	Each	

36	Clutch Pencil Lead 0.5 mm Camel	1	Each	
37	Correction Tape	1	Set	
38	Correction Pen Kores	1	Each	
39	Divider Set 1 to 10	1	Each	
40	Divider Set 1 to 15	1	Each	
41	Divider Set 1 to 20	1	Each	
42	Divider Set 1 to 25	1	Each	
43	Divider Set 1 to 31	1	Each	
44	Divider Set A to Z	1	Each	
45	Duster White Board	1	Each	
46	Executive Bond Paper 80 GSM 500Sheet	1	Pkt.	
47	Fevicol Tube	1	Each	
48	Photo Album Sheet - 5 X 7	1	Each	
49	File Divider 1/8 Size	1	Each	
50	Glue Stick Kores /Fevicol	1	Each	
51	Glue Tube 30 ml	1	Each	
52	Glossy Inkjet Photo Paper 220gsm	1	Each	
53	Highlighter Pen Single Kolopick	1	Each	
54	Key Pouch	1	Each	
55	Key Chain 1X20	1	Each	
56	V5 Signature Pen (Pilot Pen)	1	Each	
57	Luxor Micro tip Pen V5	1	Each	
58	Luxor Micro tip Pens (Pilot)	1	Each	
59	Motor Log Book	1	Each	
60	Mouse Pad	1	Each	
61	Marker White Board	1	Each	
62	Note Book 100 Pages Big Jumbo Size	1	Each	
63	Note Book 200 Pages Big Jumbo Size	1	Each	
64	Office letter Acrylic Tray	1	Each	
65	Office Tray Plastic	1	Each	
66	Pen Stand	1	Each	
67	Paper Cutter Small	1	Each	
68	Paper Cutter Big	1	Each	
69	Paper Pencil	1	Box	
70	Pencil Eraser Natraj	1	Each	
71	Pencil Eraser Non Dust	1	Each	
72	Pencil Natraj	1	Box	
73	Pencil Sharpener Omega Big Size Table	1	Each	
74	Pencil Sharpener Small	1	Each	
75	Pencils Cells(Novino)	1	Each	
76	Pin Cushion Magnet	1	Each	
77	Pins 100 gms Small	1	Pkt	
78	Plasking D Ring File ¼ Size 1”	1	Each	

79	Plasking D Ring File F/C Size 1"	1	Each	
80	Plastic Clear Folder 1/4 Size Thick	1	Each	
81	Plastic Clear Folder F/C Size Thick	1	Each	
82	Plastic RC File 1/4 Size Thick	1	Each	
83	Plastic Paper Clips 28mm Colourg	1	Box	
84	Plastic Paper Clips 33mm Colour	1	Box	
85	Plastic Paper Clips 35mm Colour	1	Box	
86	Plastic Smoke Brown File 1/4 Size	1	Each	
87	Post It Flag 4 Colour (Corporate)	1	Each	
88	Post It Flag Big (50 pcs)	1	Each	
89	Post It Pad Small (Corporate)	1	Each	
90	Post It Pad 3 x 1(Corporate)	1	Each	
91	Post It Pad 3 x 2(Corporate)	1	Each	
92	Post It Pad 3 x 3(Corporate)	1	Each	
93	Post It Pad 3 x 4(Corporate)	1	Each	
94	Post It Pad 3 x 5(Corporate)	1	Each	
95	Punch Folder 1/4 Thick	1	Each	
96	Punch Folder F/C Thick	1	Each	
97	Punching Machine Large Size 800 Nos. Kangaroo	1	Each	
98	Punching Machine Medium Size 500 Nos. Kangaroo	1	Each	
99	Punching Machine Small Size 280 Nos. Kangaroo	1	Each	
100	Pen Drive	1	Each	
101	Rexine Box File Kangaroo Clip	1	Each	
102	Rexine Conference Folder (with Timex Clip)	1	Each	
103	Rexine Conference Folder (with 2D Ring Clip)	1	Each	
104	Room Freshener	1	Each	
105	Rubber band Box	1	Box	
106	Ruler Plastic 12"	1	Each	
107	Rulled Register 200 Pages	1	Each	
108	Scotch Tape 3m 1"	1	Each	
109	Scotch Tape 3m 1" Dispensers stand	1	Each	
110	Scissors Kangaroo Big	1	Each	
111	Scissors Kangaroo Medium	1	Each	
112	Scissors Kangaroo Small	1	Each	
113	Self Ink Rubber Stamp Ink	1	Each	
114	Self Ink Rubber Stamp Refilling a g	1	Each	
115	Shorthand Book (Big Size)	1	Each	
116	Sketch Pen Luxor Set (1 x 12)	1	Set	
117	Sketch Pen Luxor Single	1	Each	
118	Spring File Blue Colour Thick	1	Each	
119	Stamp Pad Medium	1	Each	
120	Stamp Pad Ink Camel	1	Each	
121	Stapler Machine 12 x 17 Large Size(Kangaroo)	1	Each	

122	Stapler Machine 23S x 17 Large Size(Kangaroo)	1	Each	
123	Stapler Machine 23 X13 Large Size(Kangaroo)	1	Each	
124	Stapler Machine 24 x 6 (Kangaroo)	1	Each	
125	Stapler Machine No. 10(Kangaroo)	1	Each	
126	Stapler Pin 12 x 17(Kangaroo)	1	Each	
127	Stapler Pin 23 x 17(Kangaroo)	1	Each	
128	Stapler Pin 23 X 13 (Kangaroo)	1	Each	
129	Stapler Pin 23 x 10(Kangaroo)	1	Each	
130	Stapler Pin 23 x 8(Kangaroo)	1	Each	
131	Stapler Pin 24 x 6(Kangaroo)	1	Each	
132	Stapler Pin No. 10 Single	1	Each	
133	Stapler Pin No. 10 (1 x 20)	1	Box	
134	Stapler Pin No. 24/6 Kangaroo (1 x 20)	1	Box	
135	Stapler Remover(Kangaroo) Small	1	Each	
136	String (Plastic) Roll	1	Each	
137	String (Sutli)	1	Each	
138	Swing Grip File 1/4 Size	1	Each	
139	Visiting Card Album 1/4 A – Z Index (8 pocket)	1	Each	
140	Visiting Card Album F/C A – Z Index (10 pocket) One Thousand Card	1	Each	
141	Visiting Card Album 1/8 A – Z Index (4 pocket)	1	Each	
142	Visiting Card Album Sheets Size 1/4	1	Each	
143	Writing Pads (White & Yellow) 1/4g Full Size(Maruti)	1	Each	
144	Writing Pads (White & Yellow) 1/8 Full Size(Maruti)	1	Each	
145	1Writing Pads Conference Ruled Blue Colour 1/8 Size	1	Each	
146	Writing Pads Spiral No. 5 (80 Pages) (Ajanta)	1	Each	
147	Writing Pads Spiral No. 6 (80 Pages) (Ajanta)	1	Each	
148	Writing Pads Spiral No. 8 (160 Pages) (Ajanta)	1	Each	
149	Writing Pads Spiral No. 8 (80 Pages) (Ajanta)	1	Each	
150	Writing Pads Spiral No. 9 (160 Pages) (Ajanta)	1	Each	
151	Writing Pads Spiral No. 9 (80 Pages) (Ajanta)	1	Each	
152	Writing Pads Spiral Pocket Size(Ajanta)	1	Each	
153	Xerox Paper 80 GSM (A4 Size) 500Sheet(bilt matrix)	1	Pkt.	
154	Xerox Paper 75 GSM (F/C Size)500Sheet	1	Pkt.	
155	Xerox Paper 1/4 Ledger Paper 75 GSM 500Sheet	1	Pkt.	
156	Xerox Paper F/C Ledger Paper 75GSM500Sheet	1	Pkt.	
157	I card plastic cover	1	Each	
158	B/W Xerox Copy	1	Each	
159	Spiral Binding	1	Book	
160	Foam Tape 1”	1	Each	
161	Foam Tape 1.5”	1	Each	
162	9V Battery	1	Each	
163	Tea Coaster Paper	1	Each	

164	Red Gum	1	Each	
165	Permanent Marker Pen	1	Each	
166	OHP Marker Pen	1	Each	
167	Cello/Lexi 5 Peng	1	Each	
168	Apsara Long Tip Sharpener	1	Each	
169	Fevikwik Big	1	Each	
170	Fevikwik Small	1	Each	
171	Steel Ruler 12"	1	Each	
172	computer acrylic stand	1	Each	
173	A/3 Xerox Paper	1	Pkt	
174	A/4 Sticker Label	1	Pkt	
175	Sun Self Ink Stamp Medium	1	Each	
176	Laser Light	1	Each	
177	A/3 Lamination	1	Each	
178	Corrugated Box	1	Each	
179	Table Planner	1	Each	
180	CD	1	Each	
181	shiny Self ink Stamp Pad	1	Each	
182	Visiting Card Sheet	1	Each	
183	Plastic Tag	1	Each	
184	Meeting Tag	1	Each	
185	Staedtler Pencil	1	Pkt	
186	Uniball Pen	1	Pkt	
187	Sticker Label 1 ups	1	Pkt	
188	Sticker Label 2 ups	1	Pkt	
189	Sticker Label 4 ups	1	Pkt	
190	Add Gel Pen	1	Pkt	
191	Cross Refill	1	Each	
192	Reynolds Gel Pen	1	Each	
193	Sun Rubber Stamp Big	1	Each	
194	Butter Paper	1	Pkt	
195	Bubble Sheet	1	Mtr	
196	Smiley Batches	1	Each	
197	Kangaro Punch Blade	1	Each	
198	White Board Magnatic 3x3	1	Each	
199	White Board Magnatic 3x4	1	Each	
200	White Board Magnatic 3x5	1	Each	
201	Lamination Tag With Printing	1	Each	
202	A/4 Xerox Paper Digital 100Gsm	1	Pkt	
203	Glass Cover Big	1	Each	
204	Glass Cover Small	1	Each	
205	Rexine Book Binding With Emoji Logo	1	Each	
206	Barcode Sticker Roll	1	Roll	

207	Ring File 403 A/4 D ring	1	Each	
208	Kangaro Voucher file	1	Each	
209	Water Bucket 20ltr pawan	1	Each	
210	kangaro scisors 2185	1	Each	
211	A/3 Button Folder	1	Each	
212	Lever File Plastic A/4 305	1	Each	
213	Report File 308 Tp A/4	1	Each	
214	Expanding File 12 Section	1	Each	
215	Rulled Register 400 Pages	1	Each	
216	Rulled Register 500 pages	1	Each	
217	Cobra Ring File	1	Each	
218	Cobra Spring File	1	Each	
219	Kangaro Punch 2160	1	Each	
220	Kangaro Punch 2320	1	Each	
221	Kangaro Punch Blade 2160	1	Each	
222	kangaro Punh Blade 2320	1	Each	
223	mx Spike Guard 1.5 mtr 4 socket	1	Each	
224	mx Spike Guard 3 mtr 4 socket	1	Each	
225	mx Spike Guard 5 mtr 4 socket	1	Each	
226	mx Spike Guard 3 mtr 6 socket	1	Each	
227	mx Spike Guard 5 mtr 6 Socket	1	Each	
228	mx flex box 5 mtr	1	Each	
229	id card printing two side	1	Each	
230	id card less printing	1	Each	
231	id card holder	1	Each	
	Total	-	-	

Note: GST will be as applicable for the particulars mentioned above.

For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids. The scores will be calculated as:

C low - The lowest commercial bid. C - Commercial quote of the bidder.

$$\text{Commercial Score (CS)} = \frac{C_{\text{low}} \times 30}{C}$$

$$\text{Technical Score (TS)} = T \times 0.7$$

$$\text{Final Score} = \text{CS} + \text{TS}$$

T - The marks obtained by the bidder as per the technical evaluation.

The bidder achieving the highest overall score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract. The Bank's decision to adhere to the evaluation methodology will be final and binding and no claims whatsoever

in this respect will be entertained. The Bank also reserves the right to re-issue / re-commence / cancel the Bid/ Annul the Bid process. Any decision in this regard by the Bank shall be final, conclusive and binding on all Bidders.

Annexure I**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/2020-21/49)

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 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.

Date: -

Organization Name: -

Designation: -

UNDERTAKING FROM THE BIDDER

To,
Mr. Navendu Bajpai,
Deputy General Manager,
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade,
Mumbai 400005

Dear Sirs,

Ref: Supply of stationery and consumable items at Head Office and Nariman Point Office, Mumbai

Ref. No: EXIM/RFP/2020-21/49

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 to 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/our contract.

Yours truly,

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

Place:

Date:

Name:

Designation:

Seal:

Annexure III**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 “supply of stationery and consumable items at Head Office and Nariman Point Office Mumbai”. 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 gain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is

not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(S)/ Contractor(s) will, when presenting their bid, disclose an any and all payment made, are committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Sanction 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the bidder(s)/ Contractors(s) from the tender process/ exclude the bidder(s)/contractor(s) from all present and future contracts.

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

- (3) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (4) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (5) 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 Monitors for this Pact after approval by 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-122002 Email: IEM@eximbankindia.in</p>	<p>Mrs. Rajni Sekhri Sibal IAS(Retd.), House No-G-9, Second Floor Maharani Bagh, New Delhi-110065 Email: IEM@eximbankindia.in</p>
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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-contractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), 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 members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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

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

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

