
E-TENDER

FOR APPOINTMENT OF A CONSULTANT

**FOR PREPARATION OF ICAAP DOCUMENT AND CAPITAL CHARGE
COMPUTATION UNDER BASEL III GUIDELINES APPLICABLE TO EXIM BANK**

E-Tender Reference No: EXIM/RFP/2022-23/02



APRIL 01, 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	Conditions for Micro, Small and Medium Enterprises (MSMEs)	6
7	Terms of RFP	7
8	Terms of Reference (TOR)	10
9	Process of Selection	15
10	Submission of Bids	20
11	Evaluation of Bids	21
12	General Terms and Condition	24
13	Instructions to Bidders (Annexure I)	28
14	E-Tendering Process Compliance Statement (Annexure II)	30
15	Letter of Proposal (Annexure III)	31
16	Undertaking from The Bidder (Annexure IV)	32
17	Self-Declaration for Compliance (Annexure V)	33
18	Format for Past Relevant Experience (Annexure VI)	34
19	Profile, Composition and Experience of Team Members (Annexure VII)	35
20	Financial bid submission form (Annexure VIII)	36
21	Bidder's request for Clarification (Annexure IX)	38
22	Non-Disclosure Agreement (Annexure X)	39
23	Pre-Contract Integrity Pact (Annexure XI)	43

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 a Consultant for preparation of ICAAP Document and Capital Charge Computation under Basel III guidelines applicable to Financial Institutions”**.

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 web site 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 a Consultant for preparation of ICAAP Document and Computation of Capital Charge under Basel III guidelines applicable to Financial Institutions.
Tender Reference No.	EXIM/RFP/2022-23/02
Tender Document Cost.	Nil.
Last date for acceptance of IP Agreement.	April 21, 2022, 5.00 PM
Place of Submission of IP 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	April 01, 2022, 11.00 AM
Document Downloading Start Date	April 01, 2022, 11.00 AM
Pre-bid Meeting Date & Time	April 18, 2022, 11.00 AM
Document Downloading End Date	April 21, 2022, 3.00 PM
Last Date and Time for Submission	April 21, 2022, 5:00 PM
Eligibility & Technical Bid Opening Date	April 22, 2022, 11:00 AM
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: - 2610/2361 Email: rmg@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 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

Primary Contact Numbers: - M: - 9081000427/ 09904406300

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 Proprietor/Partners/Directors		
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 (Proprietor/Partnership/Co. etc.)		
9. Name of Bankers	a.	
	b.	
10. PAN Card No.		
11. GST No.		

Signature of the Authorized Signatory
 [Authorized 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 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 advertisement and 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 Sr.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 Consulting Firms/Company(s)/ their Authorized representatives, to quote on their behalf for this tender as per the Consulting Firm/Company/(s)'s Authorization Form and Indian Agents of Foreign Principals, if any who possesses 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 Chief 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 or his agent must have an office in 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. CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following, in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME (MoMSME)
- h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSME.

2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE'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.

3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

5. The MSMEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender 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.

7. TERMS OF RFP

7.1 This Request for Proposal (RFP) document has been prepared solely for appointment of a consulting firm for the purpose of preparation of ICAAP Document and Capital Charge Computation under Basel III guidelines applicable to Financial Institutions, hereinafter referred to as 'The Assignment'. The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. This document is meant to provide information only and upon the express understanding that the recipients / bidders will use it only for the purpose set out herein.

7.2 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.

7.3 The consultancy firm / 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.

7.4 The recipients / 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.

7.5 Exim Bank reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the consultants / bidders or any obligation to inform the affected consultants / bidders on the grounds for the Bank's action or without assigning any reasons, whatsoever. The decision of Exim Bank shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

7.6 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.

7.7 Exim Bank reserves the sole right to cancel the RFP at any stage without assigning any reason.

7.8 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.

7.9 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 'General Tender Details'. The clarification is to be sought quoting page/clause no. of RFP. The text of the clarifications asked, 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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 'General Tender Details'. 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.

7.14 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 consultants or sub-contracting of services in whole or part with other firms shall not be permitted. In case the consultant / bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.

7.15 All intellectual property to be developed during the course of the assignment shall be the exclusive property of Exim Bank, and Exim Bank will have full authority and discretion towards the manner in which it is utilized, with or without acknowledging the Consultant. Any pre-existing intellectual property of the bidder or IP that is created during the engagement but not intended for the client (incidental IP) will remain under the ownership of the bidder.

7.16 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.

7.17 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.

7.18 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.

8. TERMS OF REFERENCE (TOR)

Background

8.1 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 vanilla 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 GOI's policy instrument for its economic diplomacy initiatives viz. Lines of Credit, Buyer's Credit etc. extended to overseas Governments at the behest of Govt. of India (GOI).

Objective

8.2 The Consultant will assist Exim Bank in updating/ developing the requisite policies, systems and processes for implementing the RBI prescribed Capital Adequacy Framework and further developing an Internal Capital Adequacy Assessment Process (ICAAP) document to assess the Bank's entire spectrum of risks, the mitigatory measures by the Bank for these risks and the current and future capital requirements for the Bank. The ICAAP document should meet the regulatory requirements.

8.3 In addition to development of an appropriate ICAAP document, the consultant is required to (i) Assist in development and implementation of the data collection templates across the Bank for timely collection of data as well as training the Bank personnel to collect the required data, (ii) Design and develop excel -based tools/ solutions for calculation of capital charge as per Basel III regulations, (iii) Update/develop risk management policies, (iv) Prepare related operating manuals with detailed description of standard operating procedures, (v) Assist in meeting queries of statutory auditors/regulators as and when needed after project completion upto a period of 12 months from date of completion; (vi) Assist in implementing the above aspects in the system/software selected by the Bank, (vii) conduct training programme to the Bank personnel involved in risk identification, measurement and monitoring of risks or implementation of the policies, procedures and reporting of risks.

Scope of Work

8.4 The detailed scope of work are as follows:

Capital Computation:

1. Specifying the items and definitions to be covered under Common Equity Tier 1, Additional Tier 1 capital, Tier 2 capital.
2. Identification and assessment of Regulatory Adjustments / Deductions, Deferred Tax Assets (DTAs)/DTL, Treatment of revaluation reserves & foreign currency translation reserves (FCTR), treatment of defined benefit pension fund assets & liabilities and other items specified in the guidelines.
3. Capital Conservation and Countercyclical Capital Buffer Framework.
4. Capital Measure.

Deliverables

1. Excel tool/model on Capital Computation.
2. Disclosure templates and standards for Basel III Capital Adequacy in line with regulatory adjustments and global best practices.

Pillar 1 Capital Charge Computation, comprising:

Credit Risk:

1. To enhance/ update/ develop the existing credit risk management framework (policies/ procedures/ systems/ solutions) in the light of the Basel III Regulations/ Global best practices.
2. To design and develop excel tools for calculation of capital charge for credit risk.
3. To review and upgrade existing framework/ mechanism for credit risk mitigation (CRM) techniques and form a CRM policy.
4. To design and develop templates for mapping business products/instruments as per the regulatory asset categorization/risk factors as defined in Basel III regulations for capital charge calculation.
5. Exposure calculation including Off balance sheet items as per Basel III regulation.
6. To design and develop excel tools for stress testing for all the relevant risks
7. Study on various aspects of credit risk management at portfolio level (sectoral deployment, group borrower, industry wise exposure caps, etc.).

Deliverables

1. Preparation of Updated credit risk framework (policies/ procedure/ systems) of the Bank.
2. Excel based framework for calculation of capital charge for credit risk
3. Mechanism for upgradation of existing credit risk mitigation techniques
4. Template for mapping business products/instruments as per the regulatory asset categorization/risk factors as defined in Basel III regulations for capital charge calculation
5. Calculation of Risk Weighted Assets (on balance sheet as well as off-balance sheet) for Credit Risk

Market Risk:

1. To enhance/ update/ develop the existing market risk management framework (policies/ processes/ systems) in the light of the Basel III Regulations/ Global best practices
2. To design/ develop excel based templates for calculation of capital charge for market risk
3. To design/ develop excel templates for mapping business products/instruments for calculation of capital charge for market risk as per the Regulatory asset categorization/ risk factors mentioned in Basel III regulations.
4. To provide excel templates for computation of other periodic reporting / disclosure [apart from capital charge for market risk] as prescribed / required under the regulations.
5. Credit Value Adjustment risk (CVA) and Counterparty credit risk (CCR) while valuing the derivatives.
6. Exposure/valuations calculation as per Basel III regulation (CVA, CCR, Bilateral Netting, Collateral Management, Margin requirement etc.).
7. To design and develop excel tools for stress testing for all the relevant risks

Deliverables

1. Preparation of Updated market risk framework (policies/ processes/ systems) of the Bank.
2. Excel based tools for calculation of capital charge for market risk.
3. Data template for mapping business products/instruments required for calculation of capital charge for market risk as per the Regulatory asset categorization/ risk factors mentioned in Basel III regulations.
4. Calculation of Risk Weighted Assets (on balance sheet as well as off-balance sheet) for Market Risk.

Operational Risk:

1. Review/ update Operational Risk Management (ORM) Policy, procedures, systems, document to capture ORM framework elements) in the light of the Basel III Regulations/ Global best practices.
2. To design/ develop excel based templates for calculation of capital charge for operational risk

Deliverables

1. Updated/Developed ORM Policy of the Bank
2. Updated/Developed ORM framework of the Bank (CORE application, RCSA, KRI, etc.) including excel templates/tools.
3. Calculation of Risk Weighted Assets for Operational Risk

Pillar II

1. Review the nature, scope, scale and the degree of complexity of Exim Bank's business operations and accordingly assist in developing the ICAAP. To make ICAAP an integral part of management decision making and organizational culture in the day-to-day management.

2. Review and validate the Risk Appetite Policy of the Bank through Identification of Bank specific risks, framework for testing materiality of risks to the Bank. Develop and implement measurement techniques for quantifiable risks such as Concentration risk, Liquidity risk, IRRBB, Business risk, Residual Risk, Counterparty Credit Risk, Strategic Risk, Model risk, currency risk, reputation risk, country risk etc. Provide risk assessment methodologies for non-quantifiable risks like Strategic risk, Reputation risk etc.
3. Review and validate Limit setting framework of the Bank.
4. Framework for risk aggregation and diversification. Formulation of the procedures to be used for evaluating the correlation between various risks.
5. Capital Modelling Framework for capital planning linked to future projections/business strategies.
6. Define capital cushion to cover other risks as per Pillar 2. All the Pillar 2 aspects should be covered as per Basel III/Global best practice. Report on the process for assessing overall capital adequacy in relation to risk profile. Aggregation of Pillar-II capital into Bank-wide capital (regulatory & economic capital).
7. Develop and implement a Stress testing framework. The framework should facilitate assessing the impact of macroeconomic stress scenarios on the capital position (for all quantifiable risks), RWA, P&L of the Bank. Develop an exhaustive library of scenarios and events and the reasons for selecting them.
8. Develop governance structure for the Bank's ICAAP and identify the roles and responsibilities.
9. Ensure compliance with the Capital adequacy Framework of RBI as applicable for AIFIs and all other related guidelines issued from time to time including those for Supervisory Review Process (SREP), ICAAP as well as Market discipline.

Deliverables

1. Develop ICAAP Policy/ Document covering all the aspects
2. Models to support quantification of Pillar 2 risks including qualitative risks.
3. Formulation of the procedures to be used for evaluating the correlation between various risks.
4. Framework to integrate ICAAP in the day-to-day management and business decisions.
5. Report on the process for assessing overall capital adequacy in relation to risk profile.
6. Framework for back testing as per the complexity classification of ICAAP framework of the Bank.
7. Framework for capital planning linked to financial planning/future projections.
8. Calculation of Regulatory and Economic capital.
9. Stress testing and Scenario Analysis framework.
10. Back testing framework to assess the accuracy of capital model

Pillar III

1. Assist the Bank in developing a policy for Pillar 3 disclosures. The policy should provide guidelines/design a framework on the reporting templates, governance of reporting process and controls over the reporting process.
2. To review the present data collection system/ MIS/ data availability in systems/ solutions/ excel/ any other data collection template for evaluating gaps in collating and processing of various data elements needed for preparation of Disclosures .

3. To put in place a mechanism for preparing various reports mandated under Pillar III (Market Disclosures) using the resources presently available in the Bank.

Deliverables

1. Detailed Disclosure Policy as per Pillar 3 requirements of Basel III.
2. Excel tools for generating Market Disclosure requirements as per Pillar III under Basel III guidelines.

Others

1. Basel III Regulations – Leverage Ratio, Liquidity coverage ratio, NSFR & Short & medium-term quantitative liquidity ratios and other requirements as per Basel III guidelines.
2. Assist in meeting queries of statutory auditors/regulators as and when needed after project completion upto a period of 12 months from date of completion.
3. Assist in implementing the above aspects in the system/software selected by the Bank
4. Conduct training programme to the Bank personnel involved in risk identification, measurement and monitoring of risks or implementation of the policies, procedures and reporting of risks.

8.5 A time frame of 4 months is envisaged for completion of the assignment. The consultant is also expected to make a comprehensive presentation on the report to the Bank's Management. The Bank shall have the right at its sole and absolute discretion to extend the assignment for future requirements based on the rates finalized under this selection process or at the prices negotiated thereafter considering the team size and scope of the requirements.

9. PROCESS OF SELECTION

The process of selection would include the following:

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

9.1 Eligibility

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

Sr. No.	Eligibility Criteria	Documents Required
1.	The Bidder should be a Public Sector Unit/ Partnership Firm/ Private Limited Company/ Limited Liability Partnership Firm/ MNC/ Public Limited Company registered or incorporated in India. It should not be an Individual / Proprietary Concern / HUF, etc. It should be registered with the GST authority and must be in the business of Management Consulting/ Risk Management/ Project implementation support. The bidder should have been in existence for last 5 years as on the RFP issuance date.	Certificate of Incorporation/ Documents supporting constitution of the bidder. Copy of Registration Certificate with the GSTN

2.	The Bidder should have made a Net Profit (after all taxes etc.) in each of the last three financial years i.e. FY 2018-19, FY 2019-20, and FY 2020- 21.	Copies of Annual Reports in case of listed companies and copies of audited balance sheets and P&L statements in case of others.
3.	The bidder should have undertaken at least 2 projects in Public Sector Banks/ Private Sector Banks/ Foreign Banks/ Financial Institutions/ NBFCs in the areas of Basel III / II implementation or ICAAP Documentation in the last 5 years in India i.e. FY 2016-17 to FY 2020- 21.	Completion certificate from the client, along with a copy of the contract. In the absence of completion certificate, self-declaration on its letter head, a copy of the contract/detailed work order and contact details of key officials at client's end who may be contacted for confirmation of credentials.
4.	The bidder must have earned fee income of INR 10 crore (Rupees Ten crore) from management consultancy or risk consultancy services in each of the last 3 FYs (FY 2019, FY 2020, FY 2021) as per audited financial statement. Fee from services other than management consultancy viz audit, tax etc. would not be included.	Audited financial statements for last 3 FYs. In case the bidder provides non-consultancy services also, the fee from consultancy services only will be considered; relevant certificate from Statutory/ Tax Auditors will be required.
6.	The firm [including related parties as defined in 10.1 (4)] should not have been banned/blacklisted/barred/ disqualified/ prohibited by Govt. of India/State Govts/ Multilateral agencies such World Bank, ADB, AfDB/ RBI/ICAI. The firm should not have defaulted to Banks/FIs in India in payment of dues.	Declaration & Undertaking by the firm on its letter head. The bidder is also required to sign an Integrity pact as per <u>Annexure XI.</u>

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

9.2 Technical Bid

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

Format for Technical Bid

The format for submission of the Technical Bid includes:

- a) Letter of Proposal (As per **Annexure III**).
- b) Consultant's organization & management.
- c) List of Assignments executed by the firm since March 2017, which are relevant to RFP(As per **Annexure VI**).
- d) List of assignments cancelled by the client / withdrawn from by the firm in the past, if any, along with reasons for cancellation / withdrawal (As per **Annexure VI**)
- e) Names and profile of team members, composition and experience of team members (As per **Annexure VII**).
- f) Comments & suggestions on TOR.
- g) Approach & methodology.
- h) Work Schedule (including expected commencement day, draft submission, etc.).
- i) Signed copy of Non-Disclosure Agreement (As per **Annexure-X**)

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

9.3. Financial Bid

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

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

- i. The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- ii. Financial Bid which is conditional will be rejected.
- iii. In case of discrepancy in words and figures, the price quoted in words will be taken as final. There should not be any hidden costs for the items quoted.

- iv. The Bank is not responsible for the arithmetical accuracy of the bid. The consultants /bidders will have to ensure all calculations are accurate.
- v. Any overwriting, erasure, etc. has to be initialed by the authorized person.
- vi. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fees and applicable taxes.
- vii. The Bank will pay the tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful bidder / consultant.

Payment Terms

The payment terms would be as follows:

Installment	Deliverable	Percentage of Value of Contract
First	Submission of Interim Report on Baseline Assessment	25%
Second	Submission and approval of the final report Including ICAAP Document	50 %
Third	Assistance for System Implementation & Training	25%

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

Details of key deliverables corresponding to Payment Milestones (PM) – Expected timelines will be reckoned from the date of commencement of the assignment.

- PM 1 (Baseline Assessment) – expected within 1 month:** The Consultant will study and evaluate the existing risk management systems, policies and processes related to Credit Risk, Operational Risk, Market Risk, Liquidity Risk, etc. for identifying gaps therein as well as assessing the adequacy thereof for the purpose of implementation of the Basel III regulations (at standalone and consolidated level). Basis this assessment, it will propose a roadmap to upgrade the risk management framework covering policies, processes, methodology, systems and MIS (Data Gap study/ mechanism to capture required data, etc.).
- PM 2 (Basel III and ICAAP Framework development)- expected within 3 months:** Based on the roadmap, the Consultant will assist Exim Bank in updating/aligning the existing risk management policies/ processes and formulate new policies, wherever required, to make the Bank compliant with the Basel III Regulations. This phase will also cover Capital Adequacy computation toolkit, reporting templates, ICAAP framework, stress testing framework, model testing and validation etc. This phase will also include the submission of final report after incorporating suggestion of all stakeholders.

3. **PM 3 (System Implementation & Training) – expected within 4 months:** Assist in implementing the above aspects in the system/software selected by the Bank. Also conduct training programme for the Bank personnel involved in risk identification, measurement and monitoring of risks or implementation of the policies, procedures and reporting of risks.

10.SUBMISSION OF BIDS

Rules for Responding to this RFP

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

11. EVALUATION OF BIDS

11.1 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 authorized 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.

11.2 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.

11.3 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, experience of proposed team, delivery time 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 Consultancy firms that have met the eligibility criteria.

It may be noted that the key members of the team proposed in the Technical Proposal (in **Annexure VII**) 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.

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

Sl. No.	Criteria	Score
A.	Qualifications and experience	35
1.	The Bidder should have undertaken similar projects in the last 5 years for Indian Public Sector Banks/ Private Sector Banks/ Foreign Banks/ Financial Institutions/ NBFCs. Similar projects would mean that the Bidder has worked on one or more of the following areas as part of a project: 1) Implementation of or migration to Basel II/III 2) Risk advisory services including development of policies/SOPs for credit risk, market risk and operational risk	25
2.	Capacity of consultants to carry out the assignment Full-time in-house risk professionals engaged exclusively in consulting services (Number of staff) in India as on March 31, 2021	10
B.	Proposed Methodology & Plan	25
1.	Approach and methodology adopted by the Bidder for delivering ToR mentioned at S.No.8 (Document to be submitted along with the bid document and the presentation for the same may be called upon by Bank at its sole discretion). Assessment will be based on: <ul style="list-style-type: none"> Understanding of objectives Responsiveness to TOR Timelines & Deliverables 	25
C.	Relevant experience of Key Personnel and Team Leader	20
1.	Relevant experiences of the top three dedicated resources proposed for carrying-out the assignment.	7
2.	Experience of the core team that will be handling the assignment, their background, academic / professional qualification.	7
3.	Cumulative work experience	6

Bidders who are eligible as per the eligibility criteria (A, B, C) and score at least 60 marks out of 80 from the technical evaluation criteria as described above would be considered for short listing for making a presentation to the Selection Committee. The Bank, at its sole discretion, may also choose to lower the minimum score from 60 marks.

D. Presentation Cum Interview (20 marks)

Overall view of planned strategies in line with terms of reference / engagement outlined in RFP. Assessment to be based on the quality of presentation and discussions held on the Bidder's approach towards achieving the very purpose of the assignment as detailed in the RFP. The assessment would be based on

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

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

11.4 Opening of Financial Bids and Combined Score

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

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

Calculation of Combined Score

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

HTS= Highest evaluated technical score among the qualified bidders

ETS= Evaluated technical score of bidder

LR= Lowest rate quoted among the qualified bidders

R = Rate quoted by the bidder

11.5 Notification of Outcome

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

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

12. 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) The Exim Bank has noticed that the Bidder has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (c) With mutual agreement
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 consultant and are required to be complied with. As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/Contractors observe the highest standard of ethics and do not resort to any corrupt or fraudulent practices during the procurement and execution of such contracts in pursuance of this policy:
- "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 consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
13. The Bank reserves the right to reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract. During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Consultant, as the case may be, can do so only with the prior written concurrence of Exim Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Consultant during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, the Bank reserves the unconditional right to insist the selected Consultant to replace any team member with another (with the qualifications and competence as required by the Bank) during the course of the Assignment pursuant to this RFP.
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 Consultant and or its directors, employees, in the performance of the Assignment including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Consultant under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Consultant and the Bank.

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.

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.
- 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. The payment terms would be as follows:

Installment	Deliverable	Percentage of Value of Contract
First	Submission of Interim Report based on Baseline Assessment	25%
Second	Submission and approval of the final report including ICAAP Document	50%
Third	Assistance for System Implementation & Training	25%

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 XI** 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 X**. In the event of failure on the part of the successful Bidder to sign the agreement 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 15 days' 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/2022-23/02–Appointment of a Consultant for preparation of ICAAP Document and Computation of Capital Charge under Basel III guidelines applicable to Financial Institutions.**

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 consultant for preparation of ICAAP document and computation of capital charge under Basel III guidelines applicable to Financial Institutions 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 Chief Risk Officer
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005

Dear Sirs,

Ref. No: EXIM/RFP/2022-23/02– Appointment of a Consultant for preparation of ICAAP Document and Capital Charge Computation as per Basel III guidelines applicable to Financial Institutions

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
[Authorised 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 company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
- 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 company shall strictly follow and complied to Export Import Bank of India's policies, procedures and security measures during contract period.
- f) My company 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

[Authorised 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**FINANCIAL BID SUBMISSION FORM**

[Location, Date]

To: Export-Import Bank of India, Mumbai

Dear Sirs:

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

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

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

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

[Authorized signature(s)] Name and Title of Signatory Name of Firm

Address

Attachments:

- I. Form A – Financial Proposal

FORM A

Financial Proposal

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

Item	Amount in INR (Excluding GST)	Amount in Words (Excluding GST)
Total Consulting Fees	XXXX	XXXX

Terms and Conditions

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

Annexure IX

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

If, bidder, desiring to respond to E-Tender for "Selection of Consultant for preparation of ICAAP Document and Capital Charge Computation as per Basel III guidelines applicable to Financial Institutions", 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:	rmg@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 authorised person issuing this.

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

Annexure -X**NON-DISCLOSURE AGREEMENT**

(To be stamped in accordance with Stamp Act- Rs. 500/-)

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: Mr. Mukul Sarkar, Chief General Manager

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

Email: RMG@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 XI

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 a Consultant for “Preparation of ICAAP Document and Computation of Capital Charge under Basel III guidelines applicable to Financial Institutions”** and the BIDDER is willing to offer the services and

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

NOW, THEREFORE,

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

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

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

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

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-contractor post-contact 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 Contractor for bearing 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 BUYER 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).

Mrs. Anita Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon-122 002 Email: IEM@eximbankindia.in	Mrs. Rajni Sekhri Sibal IAS (Retd.) House No.G-9, Second Floor Maharani Bagh New Delhi-110 065 Email: IEM@eximbankindia.in
--	---

7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the EXIM BANK.

7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EXIM BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

7.7. EXIM BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

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

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

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

EXIM BANK

BIDDER

Name of the Officer
Witness

Authorised Signatory Designation
Witness

1. _____	
1. _____	
2. _____	2. _____

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