



**REQUEST FOR PROPOSAL FOR
EMPANELMENT OF INSURANCE BROKER AT EXIM BANK**

RFP Reference No: EXIM/RFP/2022-23/18

Head Office

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

TABLE OF CONTENTS

SR. NO.	DESCRIPTION
1	Quotation Application Notice
2	General RFP Details
3	Mandatory information required for pre-qualification of the Applicant
4	Information for Applicants
5	Conditions for Micro and Small Enterprises (MSEs)
6	General Conditions of RFP
7	Background and Purpose of the RFP and Scope of Work
8	Special Conditions of RFP
9	Evaluation of Applications
10	Eligibility Criteria of Applicants
11	Technical Application Evaluation Scoring Sheet
12	Presentation and Customer Feedback
13	General Instructions to Applicants (<u>Annexure I</u>)
14	Process Compliance Statement (<u>Annexure II</u>)
15	Undertaking from the Broker (<u>Annexure III</u>)
16	Self-Declaration for Compliance (<u>Annexure IV</u>)
17	Non-Disclosure Agreement (<u>Annexure V</u>)
18	Integrity pact (<u>Annexure VI</u>)
19	Statement of Nil Deviation (<u>Annexure VII</u>)
20	Pre-Bid Query Format (<u>Annexure VIII</u>)
21	Self-Declaration on Not Being Blacklisted (<u>Annexure IX</u>)

BID NOTICE

Export-Import Bank of India (India Exim Bank), a corporation established under the Export-Import Bank of India Act, 1981 and having its registered office at Floor 21, Center One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites Applications from eligible IRDA Licensed Insurance Broker Company operating on PAN India Basis, who can be engaged with Exim Bank as Insurance Broker.

1. Applications are invited through e-tender process. E-tender is the process by which document submission is carried out using internet and associated technologies in a faster and secure environment.
2. Registration can be done online by visiting:
<https://eximbankindiatenders.procuretiger.com>
Click on the “New Applicant Registration” link, create User Id and Password and attach your Digital certificate.
3. Application form can be downloaded from the above-mentioned website after successful vendor registration (hard copies of the RFP document will not be provided) and submission of document will be online only.

CONTACT INFORMATION FOR E-TENDER PROCESS

e-Procurement Technologies Limited
A- 801 – Wall Street - II,
Opposite Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380 006.
Gujarat State, India

Landline Numbers: 079 6813 6857/ 6848/ 6842/ 6820/ 6880/ 6837/ 6895
Primary Contact Numbers: M:- 9081000427/ 09904406300
E-mail ID: nandan.v@eptl.in, fahad@eptl.in, devendra.r@eptl.in, nikhil@eptl.in

GENERAL TENDER DETAILS

Application for	Empanelment of insurance broker at Exim Bank.
RFP Reference No.	EXIM/RFP/2022-23/18
RFP Document Cost	₹ NIL
EMD Amount	Not Applicable
Last date for acceptance of Integrity Pact	January 27, 2023, 5 pm
Place of Submission of Integrity Pact Agreement original document.	Export Import Bank of India, Centre One Building, 21 st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	January 06,2023 5 pm
Document Downloading Start Date	January 06,2023 5 pm
Date of Online Pre-Bid meeting	January 13,2023, 11 am to 12 pm at https://eximbankindia.webex.com/meet/hrm
Document Downloading End Date	January 27, 2023, 5 pm
Last Date and Time for Application submission	January 27, 2023, 5 pm
Opening of RFP	January 30, 2023, 5 pm
Address for communication	<u>Mr. Vineet Singh, Procurement Officer</u> <u>Contact Details:(022) 22172891</u> <u>Email ID: vineet.s@eximbankindia.in</u>
Place of Receipt of E-RFP	https://eximbankindiatenders.procuretiger.com

Note: Submission of applications form with supporting documents will be online only. The eligible Applicants / service providers can log on to the internet site specified using a unique username and password and place their Commercial Applications with necessary documents required as per eligibility criteria.

The Applications placed by the Applicants are confidential and will be opened by the authorized Exim Bank officials. No other person can gain access to the information regarding the Applications, which is confidential and encrypted in nature.

Minimum requirement for e-RFP participation:

1. Computer / Laptop with internet connection
2. Operating system – Windows 7/ Windows 10
3. Digital certificate - Class II or III, signing + Encryption, and **it should be organizational certificate only**

Vendor registration can be done online by opening Website:

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

For any clarification kindly contact –

E-Procurement

Technologies Limited 801 –

Wall Street – II

Opposite Orient Club near Gujarat College,

Ellis Bridge, Ahmedabad – 380 006

Gujarat, India

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

Primary Contact Numbers:- M:- 9081000427/ 09904406300

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

MANDATORY INFORMATION

Sr. No.	Particulars	To be filled by Applicant
1.	Name of the Insurance Broker/Applicant	
2.	Type of Firm Proprietor/Partner/LLP/Pvt. Ltd./Ltd or other	
3.	Name of the Proprietor/ Partners/Directors/Owner	
4.	Complete Address for Correspondence	
5.	Email Address and M.No.	
6.	Year of Establishment	
7.	IRDA insurance broker license/registration No. under composite category and nos. of renewal under composite category as on November 30, 2022	
8.	Validity period/date of IRDA insurance broker license/registration under	

	composite category	
11.	PAN Card No.	
12.	GST No.	
13.	MSME YES/NO	
14.	Paid-up capital and annual average revenue during the last three financial years as on March 31, in Cr.	<div>Paid-up Capital – in Cr.</div> <div>Revenue (FY- 2019-20)- in Cr.</div> <div>Revenue (FY- 2020-21)- in Cr.</div> <div>Revenue (Fy- 2021-22)- in Cr</div> <div>Average- in Cr.</div>
15.	Number of employees on role of the company as on November 30, 2022	
16.	Annual Revenue from Direct Business (Rs. in Crore) as per latest Audited Balance Sheet (March 31, 2022)	
17.	Availability of Real Time - Technology Platform [Policy Servicing and Claims - EB & Other Policies] (Yes or No)	
18.	Overall Premium placed for FY 21- 22 (Rs. in crore)	In Cr.
19.	No. of Branches Pan India	
20.	Total amount of claims lodged under domiciliary hospitalization and group health Insurance and	

	group personal accident Policies for FY 21-22	
21.	Total amount of claims lodged under property/ engineering/ marine/ liability/ motors and miscellaneous during FY 21-22	
22.	Percentage % of Claims settled by number to claims lodged (domiciliary hospitalization and group health Insurance and group personal accident) during FY 21-22	
23	Percentage % of total no. of Claims settled to total no. of claims lodged under property/ engineering/ marine/ liability/ motors and miscellaneous during FY 21-22	

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.

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

Date :

Place :

INFORMATION FOR APPLICANTS

1. Applications shall be submitted online only at website: <https://eximbankindiatenders.procuretiger.com>
2. The Applicants can enrol themselves on the website: <https://eximbankindiatenders.procuretiger.com> Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the Application submission activities through this website.
3. The applicants should have Digital Signature Certificate (DSC) for filling up the Applications. The person signing the documents should be authorized for submitting the online application.
4. Please go through the RFP document carefully to understand the documents required to be submitted as part of the application.
5. Applicant, in advance, should get ready all documents to be submitted as indicated in the RFP document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.

Please Make sure all format asked as per Sr. No. 4 to 5 above and in table of contents of RFP document are properly uploaded online Website for E-Procurement <https://eximbankindiatenders.procuretiger.com>

This Invitation for Applications is open to all the entities meeting necessary eligibility criteria as mentioned in this document. Any person signing a document shall submit documentary evidence that his signature on the application, submitted by him, is legally binding upon himself and his firm. If it is detected that the person so signing the document has no authority to do so, the General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the application and hold the signatory liable for all costs and damages. The Applicant must have an office in Mumbai, India. Applicants who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in providing services or financial failure, etc.

CONDITIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - a. District Industries Centers (DIC)
 - b. Khadi and Village Industries Commission (KVIC)
 - c. Khadi and Village Industries Board
 - d. Coir Board
 - e. National Small Industries Corporation (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME (MoMSME)
 - h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
2. MSEs participating in the RFP must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of Applicants submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE should note and ensure that the nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per RFP.
3. The registration certificate issued by any one of the above agencies must be valid as on Application closing date of the RFP. Applicant shall ensure validity of registration certificate in case Application closing date is extended.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the RFP, are not eligible for exemption/preference.

Relaxation of norms for Micro & Small Enterprises (MSEs):

Pre-qualification criteria with respect to prior revenue and prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality specifications.

GENERAL CONDITIONS OF THE RFP

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

1. **Law:** This contract shall be governed and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract entered between Exim Bank and the successful Broker 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. Each page of the RFP document should be signed by the person or persons submitting the RFP and is taken at his/ their having acquainted himself/ themselves with the General Conditions of RFP, Scope of works, Special Conditions, etc, as laid down. Any RFP with any of the documents not so signed will be rejected.
4. All erasures and alterations made while filing the RFP must be attested by initials of the applicant. Overwriting the figures is not permitted; failure to comply with any of these conditions will render the application void. No advice of any change in conditions after the opening of the Applications place online will be entertained.
5. **Penalty for use of undue influence:** The Applicant 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 Applicant 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

Applicant to such liability/ penalty as the Exim Bank may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

6. **Non-disclosure of Contract documents:** Except with the written consent of the Exim Bank and the Applicant, either party shall not disclose the contract or any provision, specification, sample or information thereof to any third party and will enter into a Non-Disclosure Agreement as given at Annexure v.
7. **Liquidated Damages:** In the event of the Applicant 's failure to submit the Documents and supply the services as specified in this contract, the Exim Bank may, at his discretion, withhold any payment until the completion of the contract. Exim Bank may also deduct from the Applicant liquidated damages for delayed/undelivered services as deemed fit.
8. **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 Broker is declared bankrupt or becomes insolvent.
 - (b) The Exim Bank has noticed that the Applicant has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (c) With mutual agreement
 - (d) In case Broker fails to provide the services as specified in the contract
9. **Notices:** Any notice required or permitted under the RFP shall be written in the English language and may be delivered personally or may be sent by registered mail or email, addressed to the last known address of the party to whom it is sent.
10. **Amendments:** Any change to the terms and conditions of this RFP shall be informed by Exim Bank on its website. Applicants are requested to check the website from time to time.
11. **Evaluation and Comparison of Applications:**

The Applicant meeting all Eligibility Criteria will be considered for technical evaluation. The Applicant who scores minimum 50 marks in technical evaluation will be eligible for presentation round. Applicant needs to comply with all the eligibility criteria. Non-compliance to any of these eligibility criteria would result in outright rejection of the Applicant's proposal. The Applicant is expected to provide proof for each of the points for eligibility evaluation as per required annexures mentioned.

The decision of the Bank would be final and binding on all the Applicants to this document. The Bank may accept or reject an offer without assigning any reason whatsoever. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. The evaluation will be a two-stage process. The stages are:

- a. General eligibility and technical evaluation;
- b. Competency evaluation through presentation round;

12. Signed Integrity Pact shall be couriered / sent to the Bank through registered post and the details should be mentioned in envelop.

13. Notices to local bodies:

The Applicant 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.

14. No Applicant shall contact the Bank on any matter relating to its Application, from the time of the Application opening to the time the Contract is awarded to successful Applicant(s).

15. Any effort by an applicant to influence the Bank's Application evaluation, Application comparison or contract award decisions may result in the rejection of the Application.

16. I / We hereby declare that I / We have read and understood the above instructions of the RFP.

Seal and Signature of the Applicant is not required since the document is Digitally Signed.

BACKGROUND AND PURPOSE OF THE RFP

Applications are invited by Exim Bank from IRDA licensed Insurance Broker companies operating on PAN India basis for engagement as Insurance Broker with Exim Bank. Detailed scope of Insurance Broker, services expected to be provided by Broker are mentioned in detail in Scope of Work. Only those brokers who fulfil the eligibility criteria are eligible to participate in this empanelment process of insurance broker.

The “Request for Proposal” (RFP) for the empanelment of insurance broker at EximBank is available on Bank's website (<https://www.eximbankindia.in/tenders-and-notices>). Applications made strictly as per provisions of the RFP document should be submitted. Eligibility criteria of applicants to participate in empanelment process, scope of work is as hereunder.

SCOPE OF WORK

The minimum specified scope of work to be undertaken by the selected Applicant is mentioned below:

Phase 1 – Pre-Placement Services

The Insurance Broker/ Consultant would be overseeing the Strategic Conceptualization and Initialization of the whole program. The Strategic Conceptualization with the following Action heads would be undertaken with the Bank:

- a) Examination of active policies of the Bank and advising improvement/changes desired as per current market scenario.
- b) Placement and designing of the Insurance Policy.
- c) Cost Containment measures.
- d) Claims Handling and Service Mapping.
- e) Communication Plans.
- f) Validation and Forecasting of Additional Coverage Benefits.

Phase 2 - Placement Services

Insurance Broker/ Consultant would be acting as a strategic consultant and would be assisting in the placement process of the scheme.

1. Placement strategy – Through transparent RFP (Request for proposal) process for selection of Insurer

- a) Determine evaluation criteria for Insurer selection in association with EXIM Bank.
- b) Draft RFP (request for proposal) to be submitted to EXIM Bank for approval.
- c) Assess EXIM's service requirement and Insurer capabilities in the market place.
- d) Request placement quotations from Insurers and answer RFP related queries, in association with Exim Bank

2. Quotation analysis to be done in a transparent process along with Exim Bank

- a) Evaluate quotes.
- b) Facilitate Insurer meetings.

3. Recommendation & placement confirmation

- a) Recommend Insurer.
- b) Placement as per agreed terms and conditions.

4. Policy review

- a) To ensure policy terms & conditions as per the RFP provided.
- b) Data consolidation for policy issuance.

Phase 3 – Post-Placement Services

Insurance Broker would be functioning as a Strategic Consultant arm of the Bank and would undertake the following action items as post-placement activities:

1. Servicing Support

- a) Provide a single point of contact for all services.

- b) Establish clear escalation matrix for query resolution.
- c) Involvement of product specialist for various products.

2. Communication support

- a) Design and Implementation of Employee Communication.
- b) Frequently Asked Question design.
- c) Policy Benefit Communication Session and literatures.

3. Claim monitoring & Periodic Review

- a) Monthly utilization report & presentation.
- b) Third-Party Administrator (TPA) monitoring, to ensure consistency between claims filed and claims cleared by the TPA.

4. Service Management

- a. Set deliverables and expectations with Insurers and Third- Party Administrator.
- b. Claims Volume Handling.
- c. Claims Escalation Handling.
- d. Endorsement Data Handling.

5. Turnaround Time Analysis

- a) Monitoring delivery by TPA/ Insurer.

6. Administration support

- a) Manage membership data in consultation with EXIM.
- b) Monitoring of corporate buffer.
- c) Calculation of monthly endorsement.
- d) Coordination with TPAs in case of data deficiency.

7. Empanelled applicant has to signed Non-Disclosure Agreement and Service Level Agreement and other documents with the Bank.

SPECIAL CONDITIONS OF THE TENDER

1. **Terms of Payment:** The Bank shall not be liable to pay any fees for the policies facilitated to the Bank by Insurance Broker and the same shall be paid directly by the Insurance Company to the Broker as Commission in terms of IRDA guidelines. .
2. The Agency/ selected Broker at all times will act as an independent consultant. The Selection of agency will not create relationship of principal and agent between successful Broker and the Bank.
3. **Period of Contract:** The contract shall remain in force for a period of 3 years subject to review of performance every year. On service being found to be satisfactory, the contact may be extended by mutual consent for a further period of maximum 2 year on the same terms and conditions. The contract will commence on the date of signing of the agreement between the Bank and selected Broker/ Agency.
4. **Law Governing the Contract/Dispute Resolution:** The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of competent jurisdiction. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

EVALUATION OF APPLICATIONS

Only the Applicants who qualify all parameters of the eligibility criteria shall be shortlisted for technical evaluation. The Applicants who score minimum 50% in technical evaluation will be shortlisted for a presentation round. Applicant must provide proof for each of the points for eligibility criteria. Applicant who scores highest (Technical evaluation + Presentation Round) will be empanelled with the Bank as insurance broker for period of two years

India Exim Bank may seek clarification from any or all Applicant(s) at any stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications not received from the Applicant(s) within stipulated time, the respective technical parameters would be treated as non-

compliant and decision to seek further clarification from the Applicant(s) will be taken up by the Bank at its own discretion.

ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Yes/ No	Documents to be submitted
1	This invitation to respond to the RFP is open only to reputed and well-established registered companies/firms that are incorporated or registered under the Companies Act, 2013.		Copy of incorporation certificate/registration certificate
2	Only well established and reputed Insurance Broking/Consulting Firms which are Registered/Issued License by Insurance Regulatory and Development Authority (IRDA) under "Composite" License category are eligible for engagement under contract		Copy of valid license
3	The company/firm should have been in existence in India for a period of at least seven years as on March 31, 2022, i.e., their composite category licenses should have been renewed atleast twice by IRDA.		Copy of all composite category licenses and composite category renewal copy
4	The company/firm should have experience of handling Govt. organization and must have serviced at least 5 such organizations during last 3 financial years		Purchase Order/work completion certificate /Agreement Copy received from the organization/ Certificate from Chartered Accountant
5	The Insurance Broking/Consulting company/firm should have a paid-up capital of minimum Rs. 5 crore and annual average revenue of minimum Rs.25 crore during the last three financial years.		Audited/Charter accountant certificate
6	The company must have existence in Mumbai, Delhi Kolkata, Hyderabad, Bangalore and Chennai		Self-attested copy of Intimation to IRDAI with full address/ Certificate from Chartered Accountant
7	The company must have executed all documents as per Table of contents		Annexure I to Annexure XI may please be executed and submitted online by authorized signatory of the company

* Micro and small Enterprises (MSE) registered under the MSMED Act 2006 and Start Ups will be eligible for concession as per Government of India guidelines.

Note:

- i. Please be informed that the Applicant must fit in all the eligibility criteria requirements. Non-compliance of even one of the requirements will result in rejection of the Application(s).
- ii. All the above criteria will be considered during evaluation of application. The Applicant must submit documentary proof for the above eligibility criterion wherever necessary. All documents must be signed by the authorized signatory of the Applicant. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- iii. The discretion of Bank will be final and binding to all in respect of finalising parameters on which the Applications will be analysed. The proposal will be evaluated on eligibility criteria as mentioned in the RFP document.
- iv. All offers received will be screened and shortlisted by a Committee of the Bank based on the specified requirements and the details submitted by the Applicants. All shortlisted offers will be further evaluated on the qualitative aspects on various parameters as detailed in Technical Evaluation Criteria.
- v. India Exim Bank reserves the right to reject any or all the RFPs at any stage of the RFP. Canvassing in any form will disqualify the company.
- vi. Valid documentary evidence in support of the above, duly attested by the Authorized Signatory and or Chartered Accountant of the application should be attached with the Bid.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

TECHNICAL AND PRESENTATION EVALUATION

SCORING SHEET

PART A

S. No	Particular	Score		Documents to be furnished
1	Number of years since composite license given by IRDA as on March 31, 2022	Min Score	Max Score	
	Up to 7 Years	4	10	Copies of original licence and renewals
	Above 7 and up to 10 years	6		
	Above 10 and up to 12 years	8		
	Above 12 Years	10		
2	Number of employees on the roll of the company as on November 30, 2022		10	Auditor's/ Chartered Accountant Certificate certifying names of the employee and year of joining the company
	Between 50 to 100	4		
	Above 100 and up to 150	6		
	Above 150 and up to 200	8		
	More than 200	10		
3	Annual revenue (Rs. in Crore) for last three years as per latest Audited Balance Sheet (Fy-2019-20,Fy-2020-21,Fy-2021-22)		10	Auditor's Certificate /CA Certificate along with copy of audited Balance sheet
	Above 25 crores and up to 100 crores	4		
	Above 100 crores to 200 crores	6		
	Above 200 crores to 300 crores	8		
	Above 300 crores	10		
				Auditor's

4	Availability of Real Time - Technology Platform [Policy Servicing and Claims – Employee Benefit & Other Policies]		10	Certificate
	YES	10		
	No	0		
5	Overall Premium placed for FY 21- 22 (Rs. in crore)		10	Auditor's Certificate
	Up to 500 crores	4		
	More than 500 up to 1000 crores	6		
	More than 1000 up to 2000 crores	8		
	More than 2000 crores	10		
6	No. of Branches Pan India		10	Auditor's Certificate
	Up to 5	4		
	6 to 10	6		
	11 to 15	8		
	Above 15	10		
7	Total amount of claims lodged under domiciliary hospitalization and group health Insurance and group personal accident Policies for FY 21-22		10	Auditor's Certificate
	Up to 100 crores	4		
	More than 100 crores up to 200 crores	6		

	More than 200 crores up to 300 crores	8		
	More than 300 crores	10		
8	Total amount of claims lodged under property/ engineering/ marine/ liability/ motors and miscellaneous during FY 21-22			Auditor's Certificate
	Up to 100 crores	4	10	
	More than 100 crores up to 200 crores	6		
	More than 200 crores up to 300 crores	8		
	More than 300 crores	10		
9	Percentage of Claims settled by number to claims lodged (domiciliary hospitalization and group health Insurance and group personal accident) during FY 21-22			Auditor's Certificate
	Up to 75%	4	10	
	More than 75% to 85%	6		

	More than 85% to 95%	8		
	More than 95%	10		
10	Percentage (total no. of Claims settled to total no. of claims lodged) under property/ engineering/ marine/ liability/ motors and miscellaneous during FY 21-22			Auditor's Certificate
	Up to 75%	4	10	
	More than 75% to 85%	6		
	More than 85% to 95%	8		
	More than 95%	10		
11	Total Marks in technical evaluation		100	
12	Minimum technical qualifying marks for participating in presentation round	50		

PART B

Presentation – Date and Time will be communicated via mail to those who acquire minimum 50 marks in technical evaluation. Presentation round should contain

- a. Brief Company profile
- b. IT Technology Platform – Services and Demo
- c. Account Servicing and claim settlement process
- d. Client Journey
- e. Annual Renewal of covers/ Data management service
- f. Value added services

Presentation Duration: 20 Mins (including Q & A)

- Total Marks on Presentation Round is 50
- Presentation marks will be decided by the Bank's committee.

Note–Only the Applicants who qualify all parameters of the eligibility criteria shall be shortlisted for technical evaluation. The Applicants who score minimum 50 marks in technical evaluation will be shortlisted for a presentation round. Applicant who scores highest (Technical evaluation (Part A) + Presentation Round (Part B)) will be empanelled with the Bank as insurance broker for period of two years.

Weightage on Technical Evaluation: Presentation will be 80:20.

ANNEXURE I

GENERAL INSTRUCTIONS TO BIDDERS

1.0	Parties:
	The parties to the Contract will be the successful applicant who gets selected as Insurance Broker on first part and Exim Bank on second part.
	Applicants must get acquainted with the proposed work, specifications. No request of any change in conditions shall be entertained after pre-Application meeting date.
2.0	Any printing or typographical errors /omission in RFP document shall be referred to Exim Bank and its interpretation regarding correction shall be final and binding on the Applicants. No queries will be entertained on the last day of the RFP submission.
3.0	Application Validity Period
	RFP submitted by applicants shall remain valid for acceptance for a period of 90 days from the date of opening of Application/ RFP. The applicants shall not be entitled during the period of validity, without the consent in writing of Exim Bank to revoke or cancel his RFP or to vary the RFP given or any terms thereof.
4.0	Right to accept or reject RFP:
	The right to acceptance of RFP will rest with Exim Bank who does not bind itself to accept lowest RFP and reserves to themselves the authority to reject any or all the RFPs received. The Bank also reserves the right of accepting the whole or any part of the RFP. All RFPs in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Applicants are liable to be rejected. For this purpose, Applicants shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any/ every item. Moreover, the Bank reserves the right to cancel the whole empanelment process at any stage of the RFP without assigning any reasons to the Applicant.
5.0	Payments:
	Exim Bank shall not be liable to pay any fees to the Insurance Broker for

	the policies facilitated to the Bank by Insurance Broker and the same shall be paid directly by the Insurance Company to the Broker as Commission in terms of IRDA guidelines. Bank will not pay any amount directly.
6.0	On acceptance of the RFP, the name of the accredited representatives of the Applicant who would be responsible for taking instructions from Exim Bank shall be mentioned by the Applicant.
7.0	Exim Bank reserves the right to appoint an External Audit Consultant or any other agency to get the quality of work checked.
8.0	The Bank has the right to reduce or increase the scope of work. The Bank may give 1 months' notice period for termination of contract if the services of the Agency are not found to be satisfactory.
9.0	Notices to local bodies
	The Applicant shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Applicants.

Sign:

Date:

Place:

E-TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you for participation in the Application event (RFP Ref: **EXIM/RFP/2022-23/18**)

1. Technical and other queries can be routed to the respective contact personnel of the Bank indicated in the RFP document. Online document submission related queries could be addressed to M/s E-Procurement Technologies Ltd. personnel indicated in the RFP document.
2. Inability to Application due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd. or India Exim Bank. However, M/s E-Procurement Technologies Ltd., shall make every effort to ensure availability of technology resources to enable continuous support.
3. M/s E-Procurement Technologies Ltd. does not take responsibility beyond the Application event. Order finalization and post order activities would be transacted directly between Applicant and the EXIM bank.
4. Applications once made cannot be withdrawn or modified under any circumstances.
5. The EXIM Bank reserves the right to extend or reschedule or annul the empanelment process.

The applicants are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood, and agree to empanelment process compliance statement.

Date:

Organization Name:

Designation:

UNDERTAKING FROM THE BROKER

To,
Mr.
General Manager
Export- Import Bank of India, Floor 21, Centre One Building,
World Trade Centre Complex,
Cuffe Parade, Mumbai 400 005

Dear Sir,

Ref: "Empanelment of insurance broker at Exim Bank."

Ref. No: EXIM/RFP/2022-23/18

I / we further agree to execute and complete the work within the time frame stipulated in the RFP. I / we agree not to employ Sub-Service Providers without the prior approval of India Exim Bank. I / We agree to pay all applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the RFP or bound to assign any reasons for rejecting our RFP. We unconditionally agree to India Exim Bank's preconditions as stipulated in the RFP 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 India Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

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

Place:
Date:

Name:
Designation:

SELF-DECLARATION FOR COMPLIANCE

(On Company Letterhead)

I < **Name**> working as < **Designation**> in < *M/s. Company Name* > hereby declare that I am entrusted with the responsibility of ensuring compliance with various laws applicable to the company in the Administration of business and affairs of the company.

After having examined and considered all relevant information and based on the information furnished by the concerned officers, I, do hereby certify that;

1. My company complied with all applicable laws, enactments, orders, rules, regulations and other statutory requirements of the Central Govt. Of India, State Govt. and other statutory and local authorities concerning the business and affairs of the company.
2. Paid all applicable statutory dues on due dates.
3. Maintain proper registers, records, documents and books and filed proper returns, forms and statements and furnished necessary particulars to the relevant authorities.
4. Not done or committed any act or entered into any transactions in violation of any statutory provisions.
5. My company shall strictly follow and complied to Export-Import Bank of India's policies, procedures and security measures during contract period.
6. My company will produce all documents for verification process as per Export-Import Bank of India's requirements and various audit compliance.

Date:

Authorised Signatory Name:

Place:

Designation:

Company Seal:

NON-DISCLOSURE AGREEMENT

(On Rs. 600/- Non -Judicial Stamp Paper)

This Agreement is made on the _____ day of _____ by and between

_____, (an _____ incorporated under the _____) having its office at _____ (hereinafter referred to as “_____” or the “**Receiving Party**”, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

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

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

WHEREAS

The Parties intend to engage in a business relationship which includes _____. In the course of such business relationship, it is anticipated that Exim Bank may disclose or deliver to _____ certain or some of its trade secrets, policies, technical and business information, pricing, financial analysis, customer names, customer list, customer data or any other confidential or proprietary information, for the purpose of _____ (hereinafter referred to as “**the Purpose**”).

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

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

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

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

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

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

continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
6. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement. However, receiving party can retain confidential information in accordance with applicable law or with regards to statutory / legal requirements.
7. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the

Disclosing Party shall be entitled to injunctive relief hereunder.

8. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export – Import Bank of India

Receiving Party: _____

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

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

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

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

11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble, or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on “as is” basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights, or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines, and such other similar regulations.

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

Disclosing Party

Receiving Party

By _____

By _____

Name:

Name:

Title:

Title:

INTEGRITY PACT

(On Rs. 500/- Non-Judicial Stamp Paper)

Between

Export-Import Bank of India (EXIM BANK) hereinafter referred to as **“The Principal”**,

And

..... hereinafter referred to as **“The Applicant/ Contractor”**

Preamble

The Principal intends to award, under laid down Organizational procedures, contract/s for **“Empanelment of insurance brokers at Exim Bank.”**. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Applicant(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the RFP process and the execution of the contract for compliance with the Principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the RFP for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the RFP process treat all Applicant(s) with equity and reason. The Principal will in particular, before and during the RFP process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential / additional information through which the Applicant(s) could obtain an advantage in relation to the RFP process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Applicant(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Applicant(s) / Contractor(s) commit themselves to observe the following principles during participation in the RFP process and during the contract execution.
 - a. The Applicant(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.
 - b. The Applicant(s)/ Contractor(s) will not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of Applications or any other actions to restrict competitiveness or to introduce cartelization in the process.
 - c. The Applicant(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Applicant(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Applicant(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Applicant(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Applicant(s)/ Contractor(s) will, when presenting their Application, disclose any and all payments made, are committed to or intends to make to agents, broker or any other intermediaries in connection with the award of the contract.
 - f. Applicant(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Applicant(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

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

If the Applicant(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Applicant(s)/ Contractors(s) from the RFP process.

Sanction 4 – Compensation for Damages

- (1) If the principal has disqualified the Applicant(s) from the RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages as deemed fit.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages as deemed fit.

Section 5 - Previous transgression

- (1) The Applicant declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the RFP process.
- (2) If the Applicant makes incorrect statement on this subject, he can be disqualified from the RFP process.

Section 6 — Equal treatment of all Applicants / Contractors / Subcontractors

- (1) In ease of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.
- (3) The Principal will disqualify from the RFP process all Applicants who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Applicant(s) / Contractor(s) / Subcontractor(s)

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

Section 8 - Independent External Monitor

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

<p>Mrs. Anita Chaudhary IAS (Retd.) Block T, 28/11, DLF III Gurgaon – 122002 Email – IEM@eximbankindia.in</p>	<p>Mrs. Rajni Sekhri Sibal IAS (Retd.) House No – G–9, Second Floor, Maharani Bagh, New Delhi – 110065 Email – IEM@eximbankindia.in</p>
---	---

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Applicants/Contractors as confidential. He/ she reports to the Managing Director (MD), EXIM BANK.
- (3) The Applicant(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Applicant(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), EXIM BANK and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Managing Director (MD), EXIM BANK within 8 to 10 weeks from the date of reference or intimation

to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the Monitor has reported to the Managing Director (MD), EXIM BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), EXIM BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Applicants 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Applicants and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director (MD) of EXIM BANK.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium member.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
Applicant/Contractor
(Office Seal)

(For & On behalf of
(Office Seal)

Place _____
Date _____

Witness 1:

(Name & Address)

Witness 2:
(Name & Address)

STATEMENT OF NIL DEVIATIONS

(To be submitted in the Applicant's letterhead)

To,

Mr. Lokesh Kumar
General Manager,
Export- Import Bank of India,
Floor 21, Centre One Building,
World Trade Centre Complex,
Cuffe Parade, Mumbai 400 005

Re: RFP Ref: **EXIM/RFP/2022-23/18**

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the RFP. All the terms and conditions of the RFP are acceptable to us.

Yours faithfully,

(Authorized Signatory of Applicant)

Date:

(Company Seal)

PRE-BID QUERY FORMAT**Applicant's request for Clarification - to be submitted minimum of two days before pre-Application meeting**

If a Applicant, desiring to respond to RFP for “**Empanelment of insurance brokers at Exim Bank**” to Export Import Bank of India, requires any clarifications on the points mentioned in the RFP may communicate with the Bank using the following format.

All questions received at least two days before the pre-Application meeting (pre-bid meeting will be held online on January 13, 2023, 11:00 AM - 12:00 PM, will be formally responded to and questions/points of clarification and the responses will be circulated to all participating Applicant if required.

The source (identity) of the Applicant 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-Application meeting.

Queries in the following format should be emailed to:

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 IX

SELF-DECLARATION ON NOT BEING BLACKLISTED

(To be provided on letterhead of the firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/ State Government/ Public Undertaking/ Institute and there is no criminal case registered/ pending against the firm or its owner/ partners anywhere in India.

I also certify that the above information is true and correct in every respect and, at a later date, it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Seal:

Authorized Signatory:

Place:

Name:

Designation:

Contact Number: