

### EMPANELMENT OF CONTRACTORS, STATIONARY SUPPLIERS, GROCERIES SUPPLIERS, COURIER AGENCIES, PROPERTY CONSULTANTS, ARCHITECTS.

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

NAME:	
ADDRESS:	
DATE:	

#### **EMPANELMENT NOTICE**

Exim Bank, Head Office, Mumbai intends to empanel contractors/vendors for (i) Civil Construction Project Including Repairs (ii) Interior & Furnishing Project (iii) Electrical Work (iv) Composite Work (v) Maintenance & Repairs Work- Civil including carpentry and furniture repairs, plumbing, painting (vi) Maintenance & Repairs Work- Electrical (vii) Maintenance & Repairs Work- HVAC/AC (viii) Supply of customized office stationery items (ix) Supply of groceries, vegetables, fruits, dairy and non-veg items (x) Courier services (xi) Property Consultants (xii) Architect for Interior & Furnishing Work. The eligibility criteria, terms and conditions, application format and other detail/requirements are as under:-

SN	Description		
1	Name of Work	Empanelment of Contractors, Stationary	
		Suppliers, Groceries Suppliers, Courier	
		Agencies, Property Consultants, Architects.	
2	Nature of Work	Empanelment	
3	Date of issue of application	September 04,2025	
4	Last date & time for submission	October 06,2025	
	Application		
5	Pre-Bid Meeting Date and Venue	September 19,2025 Time: 11:00 AM to 5:00	
		PM, Venue:- 7 <sup>th</sup> Floor, Exim Bank, Center One	
		Building, WTC, Mumbai	
6	Address at which (Hard Copy) Document	General Manager,	
	has to be submitted	Export-Import Bank of India,	
		Administration Group,	
		Center One Building, 21st Floor,	
		World Trade Centre Complex,	
		Cuffe Parade, Mumbai - 400 005	
		Contact Number :022 22172891	

- 7. Application can be downloaded from the Bank's website https://www.eximBankindia.in/tenders-and-notices. It shall be the responsibility of the Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Architects to arrange and ensure that all pages of the application are properly Spiral bound separately, Application in loose pages may be disqualified.
- 8. The Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Architects shall sign and stamp each page of the application document thereby ensuring the number and sequence of all pages.
- 9. No conditions other than mentioned in the application will be considered.
- 10. The Bank reserves their rights to accept or reject any or all the applications, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
- 11. Any amendments/ corrigendum for empanelment of Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Architects shall be published in Bank's website only. Therefore, applicants are requested to visit Bank's website regarding modifications/ corrigendum issued.
- 12. Applicants must have their office in Mumbai Metropolitan Region (MMR) . Proof of office address must be enclosed with application.
- 13. Services of empaneled Contractors, Courier Agencies, Property Consultants, Architects may be utilized in other regional offices across India also.

Empanelment of Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Property Valuers, Project Management Consultants, Architects.

#### **MINIMUM ELIGIBILITY CRITERIA**

SN	Trade	Cate	Specified Project Cost Limit (Amount in Rupees)	* Similar Work Completed during the last 7 Years in Government/ Semi- Government / PSUs /Banks/Government Financial Institutions/ Public listed Companies	**Average Turnover of Last 3 Years as on March 31,2025	Minimum Experience of Firm
1	Civil Construction Project Including Repair Work	СС	Up to Rs. 60 lakhs	One work of Rs.48 lakhs or Two works of Rs. 30 lakhs or Three works of Rs. 24 lakhs each	Rs. 30 lakhs	7 Years
2	Interior & Furnishing Works	IF	Up to Rs. 60 lakhs	One work of Rs.48 lakhs or Two works of Rs. 30 lakhs or Three works of Rs. 24 lakhs each	Rs. 30 lakhs	7 years
3	Electrical Work	EW	Up to Rs. 60 lakhs	One work of Rs.48 lakhs or Two works of Rs. 30 lakhs or Three works of Rs. 24 lakhs each		7 years
4	Composite Work (Civil, Interior Furnishing Works, Electrical & Allied Works, HVAC Works, & Other Allied Services Works)	CW	Up to Rs. 60 lakhs	One work of Rs.48 lakhs or Two works of Rs. 30 lakhs or Three works of Rs. 24 lakhs each	Rs. 30 lakhs	7 years
		nance 8	k Repairs Wo	rk (Day to day repair & n		
S N	Trade	Cate gory	Specified Project Cost Limit (Amount in Rupees)	*Similar Work Completed during the last 7 Years in Government/ Semi- Government / PSUs /Banks/Government Financial Institutions/ Public listed Companies	**Average Turnover of Last 3 Years as on March 31,2025	Minimum Experience of Firm

5.	Civil including carpentry and furniture repairs, plumbing, painting	CMR	Up to Rs. 10 lakhs	One work of Rs.8 lakhs or Two works of Rs.5 lakhs or Three works of Rs.4 lakhs each	Rs.5 lakhs	7 years
6	Electrical	ER	Up to Rs. 10 lakhs	One work of Rs.8 lakhs or Two works of Rs.5 lakhs or Three works of Rs.4 lakhs each	Rs.5 lakhs	7 years
7	HVAC/AC	ACR	Up to Rs. 10 lakhs	One work of Rs.8 lakhs or Two works of Rs.5 lakhs or Three works of Rs.4 lakhs each	Rs.5 lakhs	7 years
C	Office Stationery,	groceries	s, vegetables, 1	fruits, dairy and non-veg i	tems and Courie	Services
SN	Trade	Cate gory	Specified Project Cost Limit (Amount in Rupees)	*Similar Work Completed during the last 7 Years in Government/ Semi- Government / PSUs /Banks/Government Financial Institutions/ Public listed Companies and other eligibility criteria	**Average Turnover of Last 3 Years as on March 31,2025	Minimum Experience of Firm
8	Supply of customized office stationery items	SS	Up to Rs. 10 lakhs	One work of Rs.8 lakhs or Two works of Rs.5 lakhs or Three works of Rs.4 lakhs each  and  Should have a shop office/branch located within a 5-kilometer radius of the Bank's Head Office.		7 years
9	Supply of groceries, vegetables, fruits, dairy and non-veg items	FI	50 Lakhs	Similar Work Experience in the field of Supply of groceries, vegetables, fruits, dairy and non-veg items.  and  Should have valid	Rs. 100 lakhs	7 Years

				registration and license from relevant Government authorities for selling groceries, vegetables, fruits, dairy and non-veg items etc.		
10	Courier services - Domestic	CDS	50 Lakhs	Similar Work Experience in the field of courier services in last 7 Years and	Rs. 100 lakhs	7 Years
				Should have office/branch in Mumbai Metropolitan Region (MMR), Delhi-NCR, Lucknow, Chandigarh, Kolkata, Ahmedabad, Pune, Guwahati, Hyderabad, Bengaluru, Chennai, and Indore.		
				and Required License and registration to run the courier services		
	Courier services - International	CIS	50 Lakhs	Similar Work Experience in the field of internation courier services in the last 7 Years	100 Lakhs	7 Years
				and Should have office/branch in Mumbai Metropolitan Region (MMR) and Delhi-NCR		
				and Required License and registration to run the international courier services		
			Hiring of P	Property Consultant		
SN	Trade	Cat e gor y	Specified Project Cost Limit (Amount in Rupees)	*Similar Work Completed during the last 7 Years in Government/ Semi- Government / PSUs /Banks/Government	Turnover of Last 3 Years as on March	Minimum Experience Of Firm

				Financial		
				Institutions/ Public listed Companies and other criteria		
11	Property Consultant	PC	Any value	(a) Work as advisory/ transaction advisory/consultant in the field of real estate solutions such as development/ redevelopment/ disposal of properties etc. Government/ Semi- Government / PSUs / Banks/ Government Financial Institutions/ Public listed Companies.	Rs. 1000 Lakhs	7 Years
				and		
				(b) Must have carried out minimum 7 similar works related commercial/residential in the last 7 years.		
				and		
				Should have office/branch in		
				Mumbai Metropolitan Region (MMR), Kolkata, Ahmedabad, Hyderabad, Bengaluru, Chennai.		
				ARCHITECT		
SN	Trade	Cat ego ry	Specified Project Cost Limit (Amount in Rupees)	*Similar Work Completed during the last 7 Years in Government/ Semi- Government / PSUs /Banks/Government Financial Institutions/ Public listed Companies	Average Turnover of the Last 3 Years as on March 31,2025	Experience of Firm as on last date of tender
12	Architect for Interior Design & Project Work	AR- IA	Above Rs. 60	Provided architect services in One work of Rs. 160 lakhs or Two works of Rs. 100 lakhs or Three works of Rs. 80 lakhs each	Rs.60 lakhs	7 years
		AR- IB	Up to Rs. 60 lakhs	Provided architect services in One work of Rs. 48 lakhs or Two works of Rs. 30 lakh or Three works of Rs. 24 lakh each	Rs. 30 lakhs	7 years

- A. For all the above categories applicants must have their office/branch/service center in Mumbai Metropolitan Region (MMR) and as specified in their respective categories. Proof of address must be enclosed with application. Please note that the office/branch should be in the name of the applicant.
- B. Separate applications should be submitted for separate trade/category.
- C. (\*) Applicants should have experience in having successfully completed similar work during the last 7 years of value as prescribed in table 'A' above for Government/ Semi-Government / PSUs / Banks/ Government Financial Institutions/ Public listed Companies. The information must be supported with the copies of Work Order/Agreement/Completion Certificate/relevant document (Mandatory).
- D. The work shall be carried out with the same name in which the empanelment is sought by the applicant.
- E. (\*\*) Applicants should have minimum average annual turnover prescribed in the above table during the last 3 financial years ending on March 31<sup>st</sup>, 2025. This certificate shall be duly signed and issued by the certified Chartered Accountants on their letterhead. Chartered Accountant's certificate bearing a valid Unique Document Number (UDIN) shall be accepted only.
- F. The applicants should submit the signed Integrity Pact Agreement (IPA) and Non-Disclosure Agreement (NDA) as per attached format on non-judicial stamp paper. Submission of both IPA and NDA is mandatory; failure to do so will result in disqualification. Successful empaneled Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Architects shall have to execute Service Level Agreement with the Bank.
- G. The applicant applying for electrical works must hold a valid electrical license from the Competent Government Authority issued in the name of Proprietor/Partner/Director of applied firm and should enclose photocopy thereof for verification.
- H. Applicants applying for HVAC/AC works or repair and maintenance must be either OEMs (Original Equipment Manufacturers) or submit authorized partner agreement/letter from OEMs.
- I. Applicants applying for the role of Architect must ensure that the Owner/Partner/Associates of the firm hold valid registrations from Indian Institute of Architects/Council of architecture or any other professional institutes for minimum 7 years. A Copy of membership certificate with the institutes should be submitted.
- J. Applicants must submit all relevant documents pertaining to the eligibility criteria, along with all required annexures and applicable documents. They are advised to carefully review the tender document and the checklist provided therein. Failure to submit any of the required documents may result in disqualification from further stages of the selection process.

Applications that do not meet any of the above minimum eligibility criteria will be rejected without further consideration.

#### **GENERAL TERMS & CONDITIONS:**

- 1. The applicant applying for more than one category shall need to ensure that:
  - a. They must fulfill the eligibility criteria for each category/trade of the work individually and
  - b. Applicants mentioning more than one category in the same applications shall be disqualified without notice.
- 2. The Contractors and Architect empaneled by the Bank in the past need to apply afresh, else their name will not be considered for empanelment.
- 3. Validity of empanelment: The empanelment shall be valid for a period of three years from the date of issue of letter of award subject to yearly performance review by the Bank. The empanelment shall be open to review by the Bank's competent authority and liable to suspension, cancellation, or any other such action at any time, if considered necessary by the Bank's competent authority, after issue of show causes notice.
- 4. The object of empanelment of Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Architects is to have a ready list of suitable and competent contractors/vendors/Agencies for work so as to minimize the requirement of verification of their credentials at the time of individual Limited tenders.
- 5. The performance of all the empaneled Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Architects shall be reviewed by the Bank on a yearly basis and the Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Architects with unsatisfactory performance and also those who do not respond to five consecutive enquiries without any valid reasons shall be removed from the panel without notice and no correspondence will be entertained in this regard.
- 6. The contractors are expected to bid for works of appropriate magnitude during the empanelment period.
- 7. The applicant applying for electrical works must hold a valid electrical license from the Competent Government Authority issued in the name of Proprietor/Partner/Director of applied firm and should enclose photocopy thereof for verification.
- 8. The applicant applying for HVAC/AC works must be either OEMs (Original Equipment Manufacturers) or submit authorized partner agreement/letter from OEMs.

- 9. The Bank is invariably inviting online tenders for its projects. Thus, the contractor will have to submit valid e-mail ID, cell no. and Digital Signature Certificate (DSC) to enable the firms for participation in online procurement/e-tendering.
- 10. For assessing the Annual Turnover of the last 3 years, contractor/vendor must submit valid documents i.e Chartered Accountant's certificate bearing a valid Unique Document Number (UDIN) shall be accepted for the last 3 years ending as on March 31,2025.
- 11. All the pages of application shall be duly signed with stamp of firm by the contractors/vendors; else their application shall be summarily rejected.
- 12. The intending applicants are categorically advised to submit the empanelment documents strictly in the attached formats only. The information required should be neatly filled/typed in each and all columns and rows of the Formats. The applications received with "PARTLY FILLED FORMATS" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the applicant and at the applicant's risk and responsibility.
- 13. The applicants are categorically advised to refrain from mentioning the remark "AS PER ATTACHEMENT/ENCLOSURES" in their applications and annexures to avoid rejection of their applications.
- 15. The prequalification criteria mentioned above is minimum. Thus, the empanelment of contractors in each category shall be considered by the Bank purely on merits, performance of the contractor in timely execution of the project with quality, feedback / Confidential reports of the firms/application received from other applicants etc. Hence, merely fulfilling the prescribed minimum prequalification criteria shall not entitle the contractor/vendor to their empanelment with the Bank. The Bank will initially shortlist contractors/vendors based on the eligibility criteria outlined above.

In cases where a large number of applicants meet the criteria, the final selection will be made considering their relevant years of experience and the scale of work previously executed.

- 16. The Bank reserves its right to empanel contractors as per its needs in each category & trade. The empanelment of contractors shall be considered on merits within the sole discretion of the Bank and cannot be claimed as right by the applicant and no correspondence shall be entertained by the Bank in this regard.
- 17. Separate applications are required to be submitted with supporting documents for each category. Single application submitted for more than one category shall not be entertained.
- 18. Canvassing in any form including bringing influence from any person/agency/Officials/ authorities shall lead to disqualification for their empanelment application.
- 19. The empanelment of a contractor shall only entitle him to participate in the tenders, subject to the conditions of each notice inviting the tender. It does not confer any right or claim on him to qualify him or to award work to him.
- 20. The Bank shall have the right to independently verify the details furnished by the applicant, to get completed works inspected, and to obtain such reports as may be considered necessary like inspection/performance reports of completed works, details of registration or incorporation, Form 16A (Tax Deducted at Source by Client) and/or Form 26 AS (Annual Tax Statement), PAN, etc.
- 21. The Bank may its discretion allow all the empaneled Contractors, Architects of higher categories to participate in lower categories works/tender.
- 22. While applying for empanelment, the applicant should mention the address of his registered office as well as Head and branch office, if different from the registered office.
- 23. These rules may be revised or repealed by new rules. The empanelment of a contractor/vendor shall be governed by the revised or new rules existing at the relevant time, if any, and not by the rules prevailing at the time of empanelment.
- 24. The Bank reserves the right to engage Contractors and Architects from a higher category for works classified under a lower category, based on requirements.
- 25. The Bank reserves the right to engage Contractors, Stationary Suppliers, Groceries Suppliers, Courier Agencies, Property Consultants, Architects from a category to higher category or category which are not listed above, depending on specific requirements.
- 26. In case of a large number of eligible applicants, the Bank reserves the right to shortlist applicants at its discretion, based on factors such as relevant year experience and Number of completed works of high value etc.

#### 27. **Grounds for delisting of contractors**:

- a. Fails to execute a contract or executes it unsatisfactorily. If the progress of any work is unsatisfactory then the contractor can be debarred from tendering in the Bank for future tenders; or
- b. Violates any conditions of the contract; or
- c. Fails to abide by the conditions of enlistment; or
- d. Is found to have given false particulars at the time of enlistment; or
- e. Has indulged in any type of forgery or falsification of records; or
- f. Is declared or is in the process of being declared Bankrupt, insolvent, wound up, dissolved or partitioned; or
- g. Violates the labour regulations and rules; or
- h. Is involved in complaints of serious nature received from any source, which have been proved; or
- i. Defaults in settlement of tax dues like income tax, GST, etc.; or
- j. Ceases to fulfill eligibility criteria based on which enlistment was done; or
- k. Is considered as not required to be in list of Banks contractors for any other reason considered fit by the Bank's competent authority; or
- I. Does not start the work after the same is awarded to him; or
- m. Breach of code of integrity; or
- n. Supply of sub-standard material, non-supply of material, abandonment of works, substandard quality of works; or
- o. Misbehavior, direct or indirect involvement in threatening, making false complaints, filing legal suites for frivolous reasons, or any behavioral act, omission or commission damaging the reputation of Bank/officer

#### **APPLICATION FORM**

(Mandatory Form Must be filled in the format)

(Please strike-off which is not applicable and submit all applicable and mandatory document)

TRAD	E:	
CATE	GORY:	
1	Name of the Contractor/Stationary Suppliers/ Groceries Suppliers/ Courier Agencies/Property Consultants/Architects:	
2	Address: (mention the full address of the registered office as well as head and branch office, if different from registered office) (Proof of having office in MMR must be enclosed) (Submit relevant document-Enclosure A)  Phone No.  (a) Landline with STD code (b) Mobile (c) Email-ID	
3	Year of establishment: (DD/MM/YYYY format) (Submit relevant document- Enclosure B)	
4	Status of the firm whether company/firm/ proprietary/LLP etc. as on last date of the tender.  (Submit relevant document-Enclosure C)	
5	Name of Directors/Partners/ Proprietor (Submit relevant document- Enclosure D)	

6	Whether registered with the Registrar of Companies/	
	Registrar of Companies/ Registrar of firms. If so, mention	
	number and date (Submit relevant document-	
	Enclosure E)	
7	Bankers Detail:-	
	Bankers Name:-	
	Account No:-	
	Type of Account:-	
	Full Postal Address:-	
	Telephone No :-	
	DANIAL	
8	PAN Number:-	
	GST Number:-	
	(Submit GST and PAN	
	Certificate-Enclosure F, Enclosure G)	
9	Mandatory registration from Govt	
	authorities if applicable	
	ESIC No:	
	EPF No:	
	LFI NO.	
	Labour License No:	
	Labour License No:  MSME Udyam Number:	
	Labour License No:  MSME Udyam Number:  Other License No	
	Labour License No:  MSME Udyam Number:	
10	Labour License No:  MSME Udyam Number:  Other License No  (Submit relevant document Enclosure H)  If you are registered in the panel	
10	Labour License No:  MSME Udyam Number:  Other License No  (Submit relevant document Enclosure H)  If you are registered in the panel of other organizations/statutory	
10	Labour License No:  MSME Udyam Number:  Other License No  (Submit relevant document Enclosure H)  If you are registered in the panel of other organizations/statutory bodies such as CPWD/PWD/MES,	
10	Labour License No:  MSME Udyam Number:  Other License No  (Submit relevant document Enclosure H)  If you are registered in the panel of other organizations/statutory	
10	Labour License No:  MSME Udyam Number:  Other License No  (Submit relevant document Enclosure H)  If you are registered in the panel of other organizations/statutory bodies such as CPWD/PWD/MES, Banks/BFSI/Government furnish their Names, category and date of registration and period	
10	Labour License No:  MSME Udyam Number:  Other License No  (Submit relevant document Enclosure H)  If you are registered in the panel of other organizations/statutory bodies such as CPWD/PWD/MES, Banks/BFSI/Government furnish their Names, category and date	

11	Detailed description of the high	
	value of three works done	
	during the last 7 years, as per	
	the criteria given. (i.e. name of	
	organization, value of work done	
	and date of completion)- <b>copies</b>	
	of work orders, detailed	
	<u> </u>	
	certificates should be	
	enclosed for each project.	
	(Enclosure J)	
12	Names and addresses of the	
	persons from Client who will be	
	in a position to certify the	
	quality as well as performance	
	of your organization for the	
1	above-mentioned projects	
16	Annual turnover for the last 3	
10	years ending as on March 31,2025	
	(Enclose turnover certificate	
	•	
	,	
17	Accountant-Enclosure K)	
17	Whether willing to work	
	anywhere in the across	
	India	
18	Enclose copy of valid Electrical	
	Contractor's License (applicable	
	only for the firms/contractors	
	applying for empanelment as	
	electrical contractor)	
	(Enclosure L)	
19	Certificates from OEMs (Original	
	Equipment Manufacturers) or	
	authorized dealer agreements,	
	,	
	(applicable only for the	
1	firms/contractors applying for	
1	empanelment as HVAC/AC) (For	
1	OEM self-declaration on the	
1	letter head)	
	(Enclosure M)	
19	Declaration regarding near	
1	relatives working with Exim	
1	Bank, if applicable	
	(Enclosure N)	
20	Pre Integrity Pact (IPA)-	
1	(As per attached format-	
	(Enclosure-O/A.8)	
21	Non-Disclosure Agreement	
	(NDA)-	
1	(As per attached format-	
	(Enclosure-P/A.7)	
22	In Architect	
22		
1	Owner/Partner/Associates of the	
	firm valid registrations and	

	licenses as Architects and as applicable. These credentials must be issued by statutory authorities such as the Council of Architecture and relevant Municipal Authorities, in accordance with the requirements for building projects. (Enclosure-Q)	
23	Any other license and registration required for supply of Groceries etc. Courier Agencies. <b>Enclosure-R</b> )	
24	Seal and sign a tender document by applicant ( <b>Enclosure-S</b> )	

#### **DECLARATION:**

- 1) All the information furnished by me/us here above is correct to the best of my knowledge and belief. I am, therefore, liable to face appropriate actions as deemed fit by the Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.
- 2) I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
- 3) I/We agree that the decision of Bank in selection of contractors/Vendor will be final and binding to me/ us.
- 4) I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices/regional offices of Exim Bank Pan India during last 3 year from the date of application.
- 5) I/We agree that Exim Bank/RBI right to inspect service provider and its books and accounts and Bank's right to conduct an audit on the service provider whether by internal or external auditors or by agents appointed to act on Bank's behalf to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

PLACE:	
DATE:	SIGNATURE OF VENDOR/AGENCY:
	NAME AND DESIGNATION:
	SEAL OF ORGANISATION:

### DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE MAJOR WORKS CARRIED OUT BY THE APPLICANT

S. No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

(Add separate sheet if required)

#### Notes:

- 1. Information has to be filled up specifically in this format.
- 2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

## DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED IN THE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION

Year	Award for or against Applicant	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

(Add separate sheet if required)

#### Notes:

- 1. Information has to be filled up specifically in this format.
- 2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

## LIST OF MAJOR WORKS EXECUTED AND COMPLETED IN CENTRAL GOVT./STATE GOVT./FINANCIAL INSTITUTIONS/PSUs/MNC/PUBLIC LISTED COMPNAY DURING LAST 7 YEARS

(<u>Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate</u>

Obtained from the Clients)

S.	Name	Work	Nature	Location	Actual	Stipulated	Actual	If Work
No.	of	executed for	of	of the	Value	Date /	Date /	Left
	Work	(Name of	Work	Work	of the	Time for	Time for	Incomplete
		the			Work	Completion	Completion	or .
		Organization				·	·	Terminated
		with Brief						(Furnish
		Address of						reasons)
		Concerned						
		Office						
		&Contact						
1		No.)						
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.

Name of Authorized Signatory

#### **LIST OF MAJOR WORKS UNDER EXECUTION/ IN HAND**

(Enclose Copies of Work Orders Issued by Clients)

S. No.	Name of Work	Work being executed for (Name of the Organisation with Brief Address of concerned office &Contact No.)	Nature of Work	Location of the Work	Actual Value of the Work	Date of Commen cement	Likely Date of Completion	If Work Left In complete or Terminate d (Furnish reasons)
1								
2								
3								
4								
5								

(Add separate sheet if required)

Note:

1. Information has to be filled up specifically in this format.

Name of Authorized Signatory

## DETAILS OF KEY PERSONNEL (PERMANENT EMPLOYEE), GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THEIR IN-HOUSE ESTABLISHMENT

(Add separate sheet if required)

	parate sirect ii		T			
S. No.	Name	Qualification	Experience	Particulars of Work Done	Employed in Your Firm Since	EPF No.

Total Number of employees in the organic	anization:
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#### Notes:

- 1. Information has to be filled up specifically in this format.
- 2. Indicate other points, if any, to show your technical competence to indicate any important point in your favor.

Name of Authorized Signatory

#### **SELF-DECLARATION - NO BLACKLISTING**

#### (TO BE SUBMITTED AS PART OF APPLICATION)

In response to the Applicat	ion of the Bank dated	dfor Empanelment of			
as an Ow	ner/Partner/Director/Auth	norized Signatory of,			
I/We hereby declare that presently I/our company					
/ firm	, at the time of subm	ission of the bid: -			

- a. Possess(es) the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document:
- b. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
- c. Is having an unblemished record and is not declared ineligible for corrupt & fraudulent practices by any State/ Central government/ PSU/ UT/Any other organization.
- d. Does not have any previous transgressions with any entity in India or any other country during the last five years.
- e. Does not have any debarment by any other procuring entity.
- f. Is not insolvent in receivership, Bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g. Does not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h. Will comply with the code of integrity as specified in the bidding document;
- i. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable laws, my/ our firm may be blacklisted by you and our Bid, to the extent accepted may be cancelled.

Signature of authorized person

Seal of Company

#### NON - DISCLOSURE AGREEMENT

[ Rs 600/- on non-judicial stamp paper]

Inis Agreement is made on the		day of	D	y and
between				
	, (an		incorporated und	er the
) having its office	e at		(hereinafter refer	red to
as " " or the <b>"Rec</b>	eiving Part	v". which ex	pression unless repugnant	
context or meaning thereof be dee <b>PART</b> ;	•	•		
,	AN	D		
Export-Import Bank of India, a control India Act, 1981 and having its Heal Centre Complex, Cuffe Parade, Marchester Complex, Cuffe Parade, Marchester Complex, Cuffe Parade, Marchester Complex, Cuffe Parade, Marchester Complex, Successors and Exim Bank are Individually as a "Party".  WHEREAS	d Office at lumbai 400 on unless re id assigns)	Floor 21, Co 005 here epugnant to t of the <b>OTHE</b>	entre One Building, World inafter referred "Exim Bar he context or meaning there	Trade nk″ or eof be
The Parties intend to engage	ge in a	business	relationship which ind	cludes such
business relationship, it is anticipate certain or some of its trade secret financial analysis, customer names, proprietary information, for the purp referred to as "the Purpose").	s, policies, customer l	technical ar ist, customer	lisclose or deliver to nd business information, p data or any other confider	ricing,

### 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. <u>Publications</u>: 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. <u>Term</u>: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of three 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 Bank. 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. <u>Title and Proprietary Rights</u>: 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. <a href="Indemnity:">Indemnity:</a> The Receiving Party hereby agrees to forthwith defend, indemnify and hold harmless the Disclosing Party and its directors, employees (permanent as well as contractual), consultants, professional advisors, contractors, sub-contractors, customers, suppliers, bankers, agents and affiliates from and against any claim, suit, liability, proceedings, damages, losses, cost (including but not limited to reasonable attorney fees) arising out of or in connection with any unauthorized use or disclosure by the Receiving Party of any Confidential Information or willful misconduct and gross negligence of the Receiving Party's employees, agents, representatives or sub-contractors.
- 9. 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.
- 10. **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 receive

- 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.
- 11. **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.

12. <u>C</u>	<u>ieneral:</u>	The	Receiving	Party	shall	not	reverse-engineer,	decompile,	disassemble	or
0	therwise	inter	fere with a	ny Con	fidenti	al Ir	nformation disclose	d 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	Ву

#### INTEGRITY PACT

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

#### Between

Export-Import Bank of India (India Exim Bank) a corporation established under the Export-Import Bank of India Act, 1981, and having its head office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005 hereinafter referred to as "**The Principal**",

And
Preamble

The Principal intends to award, under laid down Organizational procedures, contract/ for empanel of vendor. 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) commits themselves to take all measures necessary to prevent corruption. The Applicant(s) / Contractor(s) commits 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. The 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.
- g. In case the contract permits sub-contracting by the Applicant(s)/ Contractor(s), then the Contractor shall take responsibility of the adoption of Integrity Pact by the sub-contractor(s) and to ensure that all sub-contractor(s) also sign the Integrity Pact. In case of the sub-contractor(s), the Integrity Pact will be a tri-partite arrangement to be signed by the organization, the Contractor and the sub-contractor.
- (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) The Applicant also declares that there are no transgression that have occurred before the three years period mentioned in the clause 5 (1) above which are pending conclusions before the competent authority of any other public/government organisation.
- (3) 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 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;

Shri Janak Digal	Shri Ajay Kumar Lal
Plot No. 1B/2, Sector - 11	260, Phase-II, Vasant Vihar Colony,
CDA Market Nagar, Cuttack	Dehradun
Odisha - 753015	Uttarakhand - 248006
janakdigal85@gmail.com	aklal87@gmail.com

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), India 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), India 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), India 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), India Exim Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), India 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 India Exim Bank.

#### Section 10 - Other provisions

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

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

(For & On behalf of the Principal) (Office Seal)	(For & On behalf of Applicant/Contractor) (Office Seal)		
Place Date			
Witness 1: (Name & Address)			
Witness 2: (Name & Address)			

#### CHECK LIST FOR ARCHITECTS / CONTRACTORS / VENDORS / AGENCIES

SR. NO.	PARTICULARS (Please tick whichever applicable)	SUBMITTED (Y or N)		
1.	Application Form (Proof of office address )			
2.	Enclosure A			
3.	Enclosure B			
4.	Enclosure C			
5.	Enclosure D			
6.	Enclosure E			
7.	Enclosure F			
8.	Enclosure G			
9.	Enclosure H			
10.	Enclosure I			
11.	Enclosure J			
12.	Enclosure K			
13.	Enclosure L			
14.	Enclosure M			
15.	Enclosure N			
16.	Enclosure O/A.8			
17.	Enclosure P/A.7			
18.	Enclosure Q			
19.	Enclosure R			
20.	Enclosure S			
21.	Annexure A.1			
22.	Annexure A.2			
23.	Annexure A.3			
24.	Annexure A.4			
25.	Annexure A.5			
26.	Annexure A.6			

27.	Annexure A.7	
28.	Annexure A.8	