

REQUEST FOR PROPOSALS FOR EMPANELMENT OF ADVERTISING AGENCIES, EVENT MANAGEMENT AGENCIES, AND AUDIO-VIDEO PRODUCTION AGENCIES

Reference No: EXIM/RFP/2025-26/03

Head Office:

Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005

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1. INTRODUCTION, PURPOSE AND INVITATION:

Export-Import Bank of India (Exim Bank), hereinafter referred to as 'the Bank', having its Head Office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005, invites proposals for 'Empanelment of Advertising Agencies, Event Management Agencies and Audio-Visual Production Agencies for various activities as per the requirements of the Bank.

Interested agencies meeting the eligibility criteria may submit their proposals online through <u>eximbankindiatenders.procuretiger.com</u>. In addition to the online submission, hard copies of the required documents should be delivered to the Bank's Head Office on or before November 28, 2025. Please note that applications submitted only in hard copy will not be considered.

Incomplete proposals and proposals received after the last date of submission will not be considered.

2. SCHEDULE OF REQUEST FOR PROPOSAL:

Sr. No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Chief General Manager Corporate Communications info@eximbankindia.in Contact Address: Floor 21, Centre 1 Building, World Trade Centre, Cuffe Parade. Mumbai – 400005 Phone: 022-22172830
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from the Bank's website under https://www.eximbankindia.in/tender and https://eximbankindiatenders.procuretiger.com
3	Last date for requesting clarification	Up to 01.12.2025 All communications regarding points / queries requiring clarifications shall be given by e-mail only.
4	Pre-bid Meeting (Online)	From 3.00 PM to 4.00 PM on 02.12.2025 Join the meeting
6	Last date and time for Bid submission	December 09, 2025 by 5:00 PM
7	Submission of Bids	Bids should be submitted online only on https://eximbankindiatenders.procuretiger.com However, hard copies of documents should also be submitted by December 10, 2025 to the address given in point no. 1 above.
8	Date and time of opening of Technical Bids (online)	December 09, 2025; 5:30 PM

- 1. Any changes in the above schedule will be notified through the Bank's website under www.eximbankindia.in/tender and eximbankindiatenders.procuretiger.com.
- 2. The Bank may extend the last date for the receipt of RFP Bids.
- 3. The Bank reserves the right to cancel the RFP at any time without assigning any reasons.
- 4. The Applicant shall bear all costs associated with the preparation and submission of the bids. The Bank will in no case be held liable for that cost, regardless of the conduct, outcome or cancellation of the empanelment process.

Note: Technical bids & Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet. I.e., the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids.

The eligible Bidders will be trained by M/s e-Procurement Technologies Ltd. (Abc Procure) personnel on the methodology of submitting the bids online using a special digital signature / electronic key / password at the date and time specified. The bids placed by the Bidders are confidential and will be opened by the authorized EXIM

Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature.

Minimum requirement for e-tender participation:

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

 Vendor registration website:

For any clarification kindly contact – E-Procurement Technologies Limited A 201/208, Wall Street – II Opposite Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad – 380 006

Gujarat, India

Primary Contact Numbers: -

Sr. No	Name	Mobile No.	Email ID
1	Fahad Khan	6352631766	<u>fahad@eptl.in</u>
2	Shaikh Nasruddin	6352632098	shaikh@eptl.in
3	Manish Pathak	9265562819	manish.p@eptl.in
4	Mubassera Mansuri	7859800621	mubassera@eptl.in
5	Hiral Purohit	6352631968	hiral.purohit@eptl.in
6	Company email id	-	support@procuretiger.com

INFORMATION FOR BIDDERS

- 1. Bids shall be submitted online only at website: https://eximbankindiatenders.procuretiger.com/EPROC/
- 2. The bidders can enroll themselves on the website: https://eximbankindiatenders.procuretiger.com/. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/etoken in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
- 3. The tenderers should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the online e tender.
- 4. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 5. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 6. Please Make sure all format asked as per Sr No 4 and 5 of tender document are properly uploaded online Website for E-Procurement https://eximbankindiatenders.procuretiger.com/
- 7. Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of services.

CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)

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

- c. Khadi and Village Industries Board
- d. Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- **g.** Any other body specified by Ministry of MSME (MoMSME)
- h. Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
- 2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. The MSE's Bidder to note and ensure that nature of services mentioned in MSE's certificate matches with the required services as per Tender.
- 3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- 4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

Relaxation of Norms for Micro & Small Enterprises (MSMEs):

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

3. DISCLAIMER:

- The information contained in this RFP document or information provided subsequently (i) to bidder(s) or applicant(s) whether verbally or in documentary form/ email issued for the eligible and interested bidders, by or on behalf of the Bank, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. It is not possible for the Bank and its employees to consider the business/ investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
- (ii) This RFP is neither an agreement nor an offer by Exim Bank, but an invitation or responses to the issues pertaining to any service by the Bank as contained in this

document. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal agreement is signed and executed by duly authorised officers of the Bank and finally selected Bidder. It may be noted that issuance of RFP does not confer any right to be invited to participate further and the Bank shall have unfettered rights and discretion in its decision regarding such matters and finalization or completion of further steps in respect of the RFP.

- (iii) The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank's website. It is also understood and agreed by the Bidder(s) that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.
- (iv) The Bank reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any reason thereof. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.

4. **DEFINITIONS**:

- (i) "The Bank", "the client" or "Exim Bank" means without limitation the "Export-Import Bank of India", set up by an Act of Parliament, the Export-Import Bank of India Act, 1981, and wholly owned by Government of India, established for the purpose of financing, facilitating and promoting India's foreign trade and investment, having its Head Office at 21st Floor, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005.
- (ii) "Agency", "Firm", "Company", "Bidder", "Applicant" means any entity or person or associations of persons who submit their proposals for providing services to the Bank in accordance with this RFP.
- (iii) "Assignment / job / services" means the work to be performed by selected Agency pursuant to the Contract.
- (iv) "Contract" or "Agreement" means the document in a format approved by the Bank, to be executed between the Bank and the selected/successful empanelled bidders as per this RFP for the services as per the terms and conditions approved by the Bank and in accordance with the Terms of Reference (TOR). Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by the Bank, the Bid of the successful bidder and mutually agreed modifications thereto.
- (v) "Authorized Signatory" means the person authorized by the company's Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission and finalization.
- (vi) "Acceptance of Tender" means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
- (vii) "Day" means English calendar day.
- (viii) "Business Day" shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India.
- (ix) "RFP" means this Request for Proposal issued by Exim Bank for the empanelment of Advertising Agencies, Event Management Agencies, and Audio-Video Production Agency seeking proposal from select agencies.

- (x) "Terms of Reference" (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- (xi) "Specifications" means all the functional, operational, performance or other characteristics required of a Product or Service found in this RFP or any of the annexure or addendum to the RFP.
- (xii) "Specified Personnel" or "Personnel" mean personnel deployed by the Vendor on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
- (xiii) "Party" and "Parties" mean each of the parties, i.e., Exim Bank and Selected bidder are collectively referred to as the "Parties" and individually as a "Party".
- (xiv) "Timelines" means wherever timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
- (xv) "Clarifications" means Addenda, corrigenda and clarifications to the RFP
- (xvi) "Default Notice" shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- (xvii) "Deliverables & Services" means all services and deliverables as per the Scope of Work of this RFP.
- (xviii) "Proposal or Bid or Application" means the Bidder's written reply or submission in response to this RFP signed by his Authorized signatory.
- (xix) "Empanelled Agency" means agency empanelled through the process enumerated in this document.

5. ABOUT EXIM BANK:

Export-Import Bank of India (Exim Bank) was set up in 1982 by an Act of Parliament for financing, facilitating and promoting India's foreign trade. It is the principal financial institution in the country for coordinating the working of institutions engaged in financing exports and imports and is fully owned by the Government of India.

Exim Bank supplements its financing programmes with a wide range of value-added information, advisory and support services, which enable exporters to evaluate international risks, tap export opportunities and improve competitiveness, thereby helping them in their globalisation efforts. For more information, visit https://www.eximbankindia.in.

6. STATEMENT OF PURPOSE:

This RFP is being published by the Bank for empanelment of minimum four agencies in each of the following categories: a) Advertising Agencies; b) Event Management Agencies; and c) Audio-Video Production Agencies. The respective agencies will work with the Bank for the scope of work mentioned in this RFP, when and if empanelled by the Bank.

7. STATEMENT OF OUTCOME:

The empanelled agencies will work with the Bank for the defined scope of work to strengthen and position the brand visibility, as desired, for a period of two years, which can be extended for a period of one year, subject to review of performance on an annual basis and satisfactory services.

8. SCOPE OF WORK:

Scope of Work for Advertising Agency

The scope of work/engagement for Advertising Agency shall be, but not limited to, as specified in <u>Annexure 1A</u> of this RFP.

Scope of Work for Event Management Agency

The scope of work/engagement for Event Management Agency shall be, but not limited to, as specified in Annexure 2A of this RFP.

Scope of Work for Audio-Visual Production Agency

The scope of work/engagement for Audio-Visual Production Agency shall be, but not limited to, as specified in <u>Annexure 3A</u> of this RFP.

9. ELIGIBILITY CRITERIA:

Only those Bidders /Agencies meeting the following eligibility (minimum) criteria as on the date of RFP are eligible to apply. Bidders/Agencies not meeting any of the eligibility criteria will not be considered for further evaluations.

- (i) Eligibility Criteria and required supportive documents thereof for Advertising Agencies to be enclosed with the proposal as per <u>Annexure 1B</u> of this RFP.
- (ii) Eligibility Criteria and required supportive documents thereof for Event Management Agency to be enclosed with the proposal as per Annexure 2B of this RFP.
- (iii) Eligibility Criteria and required supportive documents thereof for Audio-Visual Production Agency to be enclosed with the proposal as per <u>Annexure 3B</u> of this RFP.

Each bidder acknowledges and accepts that the Bank may, in its sole discretion, apply whatever criteria it deems appropriate in the selection, not limited to those selection criteria set out in this document.

10. RFP EVALUATION PROCESS:

The responses by the bidders will be evaluated by the Bank. The decision of the Bank will be final. No correspondence will be entertained in the process of evaluation.

Empanelment shall be a two-stage process, given as under:

Evaluation Stage	Base Score	Qualifying Score	Outcome
Stage 1: Technical Evaluation	100	60	Shortlisting of bidders in a) advertising agencies; b) event management agencies; c) audio-visual production agencies categories based on the relevant documents.
Stage 2: Presentation	50	35	Shortlisted agencies will be called for presentation.

Stage 1: Checking of eligibility & Technical Evaluation

All proposals received will be scrutinized to assess their eligibility based on the eligibility criteria mentioned in Point IX of this RFP.

- 1. Agencies meeting the eligibility criteria would be considered by the Bank for "Technical Evaluation Stage 1". All eligible bidders shall undergo Technical Evaluation Stage 1 based on scoring pattern mentioned in this RFP in the following para.
- 2. The minimum qualifying marks are 60 for Technical Evaluation Stage-1. Only the qualifying bidders at stage 1 will be called for presentation round. Agencies getting the qualifying marks at stage 1 shall be shortlisted for the next step that includes working on a pitch brief and making a presentation before the Bank at the Head Office in Mumbai.

The date for presentation will be intimated to the shortlisted agencies by e-mail. Agencies that are not shortlisted will not be intimated at this stage.

Technical Evaluation Stage 1: Scoring Pattern

Advertising Agencies Category

Sr No	Criteria	Parameter	Marks	Supporting Documents to be submitted
1	Average turnover	Up to 50 cr.	2	Certificate from
	for last three	Above 50 and up to 100 cr.	4	independent CA
	Financial Years,	Above 100 and up to 150 cr.	6	·
	i.e., FY 2024-25,	Above 150 and up to 200 cr.	8	
	2023-24 & 2022- 23	Above 200 cr.	10	
2	Average revenue	Up to 10cr.	2	Certificate from
	from	Above 10 to 20 cr.	4	independent CA
	advertisement business for last	Above 20 to 30 cr.	6	
	three Financial	Above 30 to 40 cr.	8	
	Years FY 2024- 25, 2023-24 & 2022-23	Above 40 cr.	10	
3	Work Experience	5 yrs. To 7 years.	2	Certificate of Incorporation/
		Above 7 to 10 yrs.	4	registration certificate/
		Above 10 to 15 yrs.	6	shop and establishment
		Above 15 to 20 yrs.	8	certificate / Partnership
		Above 20 yrs.	10	Agreement / any relevant document
4	Total skilled staff	15-25	2	Self-declaration on
	strength	26-50	4	company's letterhead
		51-75	6	
		76-100	8	
		100+	10	
5	Appointed /	2 to 3 companies	2	Copy of Letter of
	Empanelled with	4 to 5 companies	4	Empanelment / Official
	public listed	6 to 7 companies	6	Email for empanelment /
	company which	8 to 9 companies	8	Empanelment Agreement
	has a minimum turnover of ₹ 500 crores*	10 & above companies	10	or relevant documents.
6	Appointed /	2 to 3 clients	2	Copy of Letter of
	Empanelled with	4 to 5 clients	4	Empanelment / Official
	a PSU/ GOI Client*	6 to 7 clients	6	Email for empanelment /
		8 to 9 clients	8	Empanelment Agreement or relevant documents.
		10 & above clients	10	Copy of Letter of
7	Appointed /	2 to 3 clients	2	Empanelment / Official
	Empanelled with	4 to 5 clients	4	Email for empanelment /
	a BFSI client*	6 to 7 clients	6	Empanelment Agreement
		8 to 9 clients	8	or relevant documents.
		10 & above clients	10	
8	Presence in cities	(a) Only in MMR	2	Self-declaration on
	including Mumbai	(b) a above +1 city	4	company's letterhead
	Metropolitan	(c) a above +2 cities	6	along with proof of the
	Region	(d) a above +3 cities	8	address.
		(e) a above+4 & above cities	10	
9	Industry awards	Up to 3 awards	2	Certificate of award / proof
	won by the	4 to 5 awards	4	of award
	bidder during last	6 to 7 awards	6	
	3 financial years	8 to 9 awards	8	
		10 & above	10	

Sr No	Criteria	Parameter	Marks	Supporting Documents to be submitted
10	Assessment of CVs of key 2 personnel to be deployed for Exim Bank		10	CVs to be submitted as per Format-9
	MAXIMUM TOTAL		100	

^{*} Since April 2022; Qualifying marks: 60

Event Management Agencies Category

Sr No	Criteria	Parameter	Marks	Supporting Documents to be submitted
1	Average turnover	Up to 25 cr.	2	Certificate from
	for last three	Above 25 to 30 cr.	4	independent CA
	Financial Years. i.e.,	Above 30 to 35 cr.	6	·
	FY 2024-25, 2023-	Above 35 to 40 cr.	8	
	24 & 2022-23	Above 40 cr.	10	
2	Work Experience	5 yrs. To 7 years.	2	Certificate of Incorporation/
	·	Above 7 to 10 yrs.	4	registration certificate/
		Above 10 to 15 yrs.	6	shop and establishment
		Above 15 to 20 yrs.	8	certificate / Partnership
		Above 20 yrs.	10	Agreement / any relevant
		-		document
3	Total skilled staff	10	2	Self-declaration on
	strength	11-15	4	company's letterhead
		16-20	6	
		21 - 25	8	
		25+	10	
4	Appointed /	2 to 3 companies	2	Copy of Letter of
	Empanelled with	4 to 5 companies	4	Empanelment / Official
	public listed	6 to 7 companies	6	Email for empanelment /
	company which has	8 to 9 companies	8	Empanelment Agreement
	a minimum turnover of ₹ 500 crores*	10 & above companies	10	or relevant documents.
5	Appointed /	2 to 3 clients	2	Copy of Letter of
	Empanelled with a	4 to 5 clients	4	Empanelment / Official
	PSÚ/ GOI Client*	6 to 7 clients	6	Email for empanelment /
		8 to 9 clients	8	Empanelment Agreement
		10 & above clients	10	or relevant documents.
6	Appointed /	2 to 3 clients	2	Copy of Letter of
	Empanelled with a	4 to 5 clients	4	Empanelment / Official
	BFSI client*	6 to 7 clients	6	Email for empanelment /
		8 to 9 clients	8	Empanelment Agreement
		10 & above clients	10	or relevant documents.
7	Presence in cities	(a) Only in MMR	2	Self-declaration on
	including Mumbai	(b) a above +1 city	4	company's letterhead
	Metropolitan Region	(c) a above +2 cities	6	along with proof of the
	(MMR)	(d) a above +3 cities	8	address.
		(e) a above +4 & above	10	
		cities		

8	Value of largest	Up to 50 Lakh	2	Work order/ engagement
	single event	50 Lakh to 1 Cr.	4	letter / letter of award/ any
	executed in last	Above 1 Cr. to 1.5 cr.	6	relevant document.
	three financial	Above 1.5 cr. to 2 Cr.	8	
	years, i.e., FY 2024-	2 Cr. above	10	
	2025, FY 2023-24,			
	FY 2022-23			
9	Number of	Up to 5	2	Work order / engagement
	International /	Above 5 to 10	4	letter / letter of award / any
	Multilingual events	Above 10 to 15	6	other relevant document
	handled during last	Above 15 to 20	8	
	three financial	Above 20	10	
	years, i.e., FY 2024-			
	2025, FY 2023-24,			
	FY 2022-23			
10	Assessment of CVs		10	CVs to be submitted as per
	of key 2 personnel			Format-9
	to be deployed for			
	Exim Bank			
	MAXIMUM TOTAL		100	

^{*} Since April 2022; Qualifying marks: 60

Audio-Visual Production Agency Category

S. no.	Criteria	Parameter	Marks	Supporting Documents to be submitted
1	Average turnover	1 cr.	2	Certificate from
	for last three	Above 1 to 5 cr.	4	independent CA
	Financial Years. i.e.,	Above 5 to 10 cr.	6	
	FY 2024-25, 2023-	Above 10 to 15 cr.	8	
	24 & 2022-23	15 cr.+	10	
2	Work Experience	5 yrs. To 7 years.	2	Certificate of Incorporation/
		Above 7 to 10 yrs.	4	registration certificate/
		Above 10 to 15 yrs.	6	shop and establishment
		Above 15 to 20 yrs.	8	certificate / Partnership
		Above 20 yrs.	10	Agreement / any relevant document
3	Total skilled staff	5	2	Self-declaration on
	strength	6-10	4	company's letterhead
		11-15	6	
		16 - 20	8	
		20+	10	
4	Appointed /	2 to 3 companies	2	Copy of Letter of
	Empanelled with	4 to 5 companies	4	Empanelment / Official
	public listed	6 to 7 companies	6	Email for empanelment /
	company which has	8 to 9 companies	8	Empanelment Agreement
	a minimum	10 & above companies	10	or relevant documents.
	turnover of ₹ 500 crores*			
5	Appointed /	2 to 3 clients	2	Copy of Letter of
	Empanelled with a	4 to 5 clients	4	Empanelment / Official
	PSU/ GOI Client*	6 to 7 clients	6	Email for empanelment /
		8 to 9 clients	8	Empanelment Agreement
		10 & above clients	10	or relevant documents.

6	Appointed /	2 to 3 clients	2	Copy of Letter of
	Empanelled with a BFSI client*	4 to 5 clients	4	Empanelment / Official
		6 to 7 clients	6	Email for empanelment /
		8 to 9 clients	8	Empanelment Agreement
		10 & above clients	10	or relevant documents.
7	Presence in cities	(a) Only in MMR	2	Self-declaration on
	including Mumbai	(b) a above +1 city	4	company's letterhead
	Metropolitan Region	(c) a above +2 cities	6	along with proof of the
	(MMR)	(d) a above +3 cities	8	address.
		(e) a above +4 & above	10	
		cities		
8	Number of AV films	Up to 5	2	Work order/ engagement
	(including	5 to 10	4	letter / letter of award/ any
	animation)	11 to 15	6	relevant document
	produced for BFSI	15 to 20	8	_
	sector clients in last	20 & above	10	
	three Financial			
	Years, i.e., FY 2024- 25, 2023-24 &			
	2022-23			
9	Industry awards	Up to 3 awards	2	Certificate of award / proof
	won by the bidder	4 to 5 awards	4	of award
	and/ or bidder's			
	client for the	6 to 7 awards	6	
	AV/corporate film made by the bidder	8 to 9 awards	8	7
	in last one year	10 & above	10	
10	Assessment of CVs		10	CVs to be submitted as per
	of key 2 personnel			Format-9
	to be deployed for			
	Exim Bank			
	MAXIMUM TOTAL		100	

^{*} Since April 2022; Qualifying marks: 60

Stage 2: Pitch Presentation

All agencies qualifying for stage 1 technical evaluation will participate in the Pitch Process for a) Advertising Agencies; b) Event Management Agencies; and c) Audio-Video Production Agencies categories. These shortlisted agencies will then be provided with a brief by the Bank based on which the agencies would be expected to make a presentation. Besides the brief based presentation, agencies are expected to include details of the proposed team who would work on the Bank's account, should the agency be appointed.

Agencies would be scored for the Pitch Presentation on a base of 50 marks on several parameters forming part of a pitch evaluation. The criteria for assessment of Pitch Presentation will be shared with the agencies qualifying in Stage – I Evaluation. Minimum of 35 Marks will be required to qualify in the pitch presentation.

Combined scores of Technical Stage 1 and Technical Stage 2 shall be aggregated on a base of 150 marks based on which eight a) Advertising Agencies, b) event management agencies and c) audiovisual production agencies will be empanelled in each category.

11. TERMS OF ENGAGEMENT:

(i) The empanelled agencies will have a term of two years, subject to satisfactory annual reviews. This term may be extended by an additional year based on continued

- satisfactory performance. The agency will also be evaluated periodically and / or on campaign basis.
- (ii) From the time the proposals are opened to the time the engagement is confirmed, Agencies should not contact the Bank or any of its officers/employees or representatives on any matter related to its proposal with a view to influence the Bank in the examination, evaluation, ranking of proposals, and recommendations for award of contract. Such an effort shall result in rejection of the agency/agencies proposal/s.
- (iii) The appointed agency will have to execute 'contract of engagement' with Exim Bank in the format approved by the Bank, which will be delivered to them after their selection.
- (iv) The Bank will have the right to terminate the contract by way of issuing three months' notice during the contract period.
- (v) The agency or its personnel shall not disclose any confidential/vital information which is disclosed /provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of the Bank and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency will be required to sign a non-disclosure agreement with the Bank.
- (vi) In case the agency closes any of its offices or changes key personnel assigned to Exim Bank, it should immediately inform the Bank about the fact in writing and make replacements / alternate arrangements immediately.
- (vii) Exim Bank shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally the agency shall get it confirmed immediately from the Bank at the earliest in writing to avoid misunderstanding.
- (viii) The Agency shall abide by all relevant rules and regulations of the government and industry bodies. The agency shall be responsible for adhering to professional standards, norms and regulations and must ensure that each activity conducted by them on behalf of the Bank is honest, truthful and conforms to the aforesaid requirement. The agency shall not conduct any activity without the approval and go ahead of Exim Bank. The agency shall be responsible for maintaining the highest standards of ethics of the industry.
- (ix) The Agency should be sincere and prompt in responding to the requests of the Bank. All jobs would be expected to be completed in a time-bound manner and with all required information to avoid delays or duplication. The agency should be able to execute orders at short notice and even on holidays, if the need arises.
- (x) Exim Bank's dealing with the Agency shall be on a principal- to- principal basis and the Bank shall have no liability to pay any media or suppliers for anything done by the agency unless explicitly stated or agreed otherwise.
- (xi) The rates approved by the Bank for any paid services shall be treated as final. In case of any revision thereof due to any reason, the agency shall intimate the same to the Bank immediately and seek fresh approval of the Bank.
- (xii) All creative ideas and material developed by the agency as per the Bank's brief will be owned by the Bank and the agency shall return all artworks, films (including raw files and footages), music tracks, CDs / hard drives in which any of these materials are stored, photographs and any other related material or any other such material given to the agency by the Bank for any use whatsoever, shall be returned to the Bank.
- (xiii) Exim Bank reserves the right to withdraw from the RFP or delete/amend/change/modify any clause(s) mentioned herein at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal/ amendment/ modification.

- (xiv) Withdrawal of RFP would be done by way of a letter by Exim Bank to all agencies who submitted proposals, either on their addresses provided on the proposal or via email or by way of notice on the Bank's website.
- (xv) The agency shall indemnify Exim Bank against any action or proceedings brought against the Bank by reason of omission/ commission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The agency shall be liable for any of its or its employees / agents' actions that are detrimental to the interest of the Bank and the quantum of damages for the same will be decided by the Bank which will be final and binding on the agency. The Agency shall also indemnify the Bank in respect of any third-party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services provided by the Agency to the Bank.
- (xvi) Exim Bank reserves the right to invite other shortlisted agencies if the selected agency is unable to meet the requirements of the Bank at the time of signing the agreement or any time during the course of the validity of agreement, should the agency not deliver to the Bank's expectations.
- (xvii) The Proposal must be as per the <u>Technical Bid Applications (Form-A)</u> and photocopy of all required documents should be enclosed as duly marked/ numbered enclosures. A list of required documents that need to be enclosed with bid application and their tag nos. are given at the end of bid application/proposal and these should be arranged in this order only. All photocopies enclosed with bid application should be verified by the authorized signatories under the signature and agency's/company's seal.

12. PRE CONTRACT INTEGRITY PACT:

This RFP is issued on the condition that only those bidders who submit a signed Pre Contract Integrity Pact with Exim Bank on a stamp paper of ₹ 500, would be eligible to participate in the bidding.

The draft of "Pre Contract Integrity Pact" is available in this RFP as Format-16. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings".

Integrity Pact (IP) duly signed by the authorized official of the Bank and the bidder, will form part of the contract. All the pages of the Integrity Pact shall be duly signed by the same authority. Bidder's failure to return the Integrity Pact along with the bid, duly signed may lead to outright rejection of such bid.

13. BID SUBMISSION PROCEDURE:

Bids must be submitted online through <u>eximbankindiatenders.procuretiger.com</u>. In addition to the online submission, hard copies of the required documents should be delivered to the Bank's Head Office on or before November 28, 2025. Please note that applications submitted only in hard copy will not be considered.

The bidders are allowed to apply for multiple categories of agencies under this RFP. However, bidders are required to fill in separate Proposals/bids and enclose complete set of required documents for each of the applied category.

Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.

While submitting the hard copies at the Head Office, the Technical bid should be spiral bound. The index of the bids should clearly state the list of documents requested in the technical bid. The documents to be submitted along with Bid Application Form must be arranged in the order as mention in 'Check list for the enclosures to be attached with Technical Bid Application.' All pages in the bid should be numbered in serial order.

Packet should also mention the name, address and contact details (Telephone Nos., Fax & E-mail ID) of the bidding Agency. Packet should be properly sealed and put in to a large packet, super scribed as: "Technical proposals for Empanelment of (Category) Agency for Export-Import Bank of India" and should be addressed to:

Chief General Manager
Corporate Communications Group
Export-Import Bank of India
21st Floor, Centre One Building
World Trade Centre Complex
Cuffe Parade, Mumbai 400005

The Technical Proposal must include the Technical Bid <u>Form-A</u> along with the enclosures as per (Formats 1 to 20). The Packet containing Technical Bid should be sealed before putting it in the Outer Packet.

14. INSTRUCTIONS TO APPLICANTS:

General Instructions

- (i) The Bidder may download the RFP documents from Exim Bank's website: www.eximbankindia.in/tender and eximbankindiatenders.procuretiger.com.
- (ii) The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.
- (iii) The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, Exim Bank's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
- (iv) Response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
- (v) All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
- (vi) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Exim Bank. Any notification of preferred Bidder status by the Bank shall not give rise to any enforceable rights to the Bidder. The empanelment of a contractor shall only entitle him/her 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/her to qualify him or to award work to him.
- (vii) Exim Bank reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request additional information, if required from the Bidder. The Bank also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other

person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that the Bank does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

Cost of Bid

The Bidder shall bear all costs associated with the preparation / submission of bid, presentations / demonstration during technical evaluation of the bid. Exim Bank will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Clarification of RFP

A pre-bid meeting to clarify queries related to the RFP will be held as per date and time mentioned in Time Schedule for RFP Process as stated in Point II of this RFP. Agencies may request clarifications on any clause of the RFP document at the pre bid meeting. Any such request for clarification must be sent via email, with subject line as "RFP Clarification" before the stipulated date. All such queries by e-mail should be received in the suggested template (Format -18), on or before the time stipulated for the said purpose in the Time Schedule for RFP process.

The pre-bid meeting shall be held at the stipulated date, time and venue, mentioned in Point II of this RFP. A maximum of two representatives from the bidders can attend the pre-bid meeting. Exim Bank shall clarify all queries in the pre-bid meeting or may choose to reply by e-mail to individual queries.

However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should Exim Bank deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under the next sub point.

Amendment to RFP

At any time prior to the last date for receipt of Bids, Exim Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.

Amendments will be provided in the form of Addenda / Corrigenda to the RFP document, which will be uploaded on the website. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / Corrigenda had been taken into account by the Bidder.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, Exim Bank may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on the Bank's website.

The corrigendum (if any) and clarifications to the queries from all Bidders will be posted www.eximbankindia.in/tender and eximbankindiatenders.procuretiger.com. Any such corrigendum shall be deemed to be incorporated into this RFP.

Any change in the timelines as decided by Exim Bank will be posted on www.eximbankindia.in/tender and eximbankindiatenders.procuretiger.com. The Bidders, in their own interest are requested to check the websites regularly to know the updates.

Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of RFP opening as mentioned in Point 1 or as may be extended from time to time. Exim Bank holds the right to reject a bid valid for a period shorter than 180 days as non-responsive.

Signing of Bid

The RFP shall be signed by the Bidder(s) or a person or persons duly authorized to sign on behalf of the Bidder. The Bid shall be signed by the Bidder(s) or a person or persons duly authorized to bind the Bidder to the RFP. Such authority shall be either in the form of a written and duly stamped power of attorney (Format-1) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the RFP.

All pages of the RFP, shall be initialled by the Bidder(s) or person(s) authorized by Bidder(s) for signing the RFP. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the RFP.

Bid Language

The bid shall be in English Language. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Exim Bank shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numeration System.

Rejection of Bid

The Bid is liable to be rejected if:

- (i) The document doesn't bear signature of authorized person.
- (ii) Bids not quoted as per the format and nomenclature given by the Bank
- (iii) It is received through Fax/E-mail.
- (iv) It is received after expiry of the due date and time stipulated for Bid submission.
- (v) Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by the Bank.
- (vi) No Bid shall be rejected at Bid opening, except for late Bids.

Without limiting its rights in law or otherwise, Exim Bank reserves the right in its absolute discretion, at all times, in relation to accepting or rejecting any RFP response, varying or discontinuing the RFP and related processes. The Bank shall not be bound to give reasons for any decision made under this clause and its decision will be final and binding on all respondents to this RFP. Notification of Award

Exim Bank will notify the successful bidder/s in writing that its proposal has been accepted and send the Letter of Intent and Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the offer made by the Bank through mail or registered letter within 15 days from notification of award.

Contacting Exim Bank

From the time of RFP opening to the time of notification of award, if any Bidder wishes to contact Exim Bank for seeking any clarification any matter related to the RFP, it should do so in writing as per Format-17 on email ID mentioned in the Point II.

Payment Terms & Conditions

- (i) No advance payment will be made by the Bank.
- (ii) Payments will be made only to the agency completing all activities for that phase as per the agreed project plan and phase completion sign off for the same from the Bank.
- (iii) Exim Bank will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.

- (iv) If an invoice is found to have been rendered incorrectly after payment, any underpayment or over payment will be recoverable by or from the Agency, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Bank to the Agency under the contract.
- (v) Exim Bank reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
- (vi) Exim Bank shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price to the selected Agency.
- (vii) The payment will be released by the Bank. Payment-related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.
- (viii) The agency is also bound to report to Exim Bank about any short recovery of taxes at source. Such reporting to the Bank should also happen at the earliest. In case, agency fails to inform the Bank about such short recoveries of tax, etc. at source, the Bank will have the right to recover all short recoveries of taxes, and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- (ix) The agency shall be solely responsible to make payment to third parties contracted by them and media owners.
- (x) Payment towards any additional/change orders will be due only if any change orders is exercised & approved by Exim Bank and delivered by the Agency.
- (xi) The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Agency OR from performance Bank Guarantee.
- (xii) Following documents will be required to be submitted for release of payment: a) Invoice printed on Agency's own letterhead (with reference of Purchase/Release order; b) description of goods/ services delivered, quantity, unit price, total amount); and c) Proof of payment of Octroi / Entry Tax (wherever applicable).

Taxes and Duties

Agencies will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to Exim Bank, however the Bank will provide requisite letters for road permits.

GST, if any, will be reimbursed only on actuals on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the agency.

Contracting

The notified Bidder who submits the PBG as above will enter into the contract with Exim Bank as per the terms and conditions of this RFP. The Bank reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to provision of the CVC and Gol on procurements, and General Financial Rules 2017 for contract management.

Consortiums or sub-contractor

No consortium bidding is allowed. Exim Bank will not consider joint or collaborative proposals that require a contract with more than one prime agency. Bidder needs to fulfil all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

Assignment

The successful bidder shall not assign in whole or in part, the obligations to perform under the contract, except with Exim Bank's prior express consent.

Consequences of Termination of the Selected Bidder

In the event of termination of the selected Bidder due to any cause whatsoever, whether consequent to the stipulated terms of the RFP or otherwise, Exim Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of Exim Bank to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise, subject to providing the bidder a thirty days cure period in writing.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

Confidentiality

The contents of this RFP and the supporting documentation are confidential to the Bank and are provided solely for the purpose of response to the RFP. The bidder shall not, without the written permission of the Bank make any public statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

Copyright Violation and Patent Rights

The Bidder shall undertake to indemnify Exim Bank in respect of all claims arising out of violation of any Patents or Copyrights, for all content supplied by the successful bidder. The Bidder shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services provided.

Conflict of interest

Exim Bank requires that Agencies provide professional, objective and impartial services and at all times hold the Bank's interests paramount, strictly avoid conflicts with other Assignment(s)/Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Bank.

Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment. Indemnity

Agency will undertake to indemnify Exim Bank from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including the Bank) attributable to the agency's negligence or wilful default in performance or non-performance under the contract.

Rights reserved by Exim Bank

- (i) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, Exim Bank reserves the right to debar the Bidder from participating in future RFPs floated for a period decided by the Bank and take any other action as may be deemed necessary.
- (ii) Exim Bank reserves the right to accept or reject any RFP and annul the RFP process and reject all RFPs, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by the Bank at its sole discretion.
- (iii) Exim Bank reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.

Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be two years from date of signing of contract between Exim Bank and the shortlisted Bidder. The contract period may be extended by an additional year based on continued satisfactory performance.

General obligations of the parties

The Selected bidder will, at all times: (a). Act reasonably in performing its obligations; (b). Diligently perform its respective obligations; and (c). Work together with Exim Bank in a collaborative manner.

Obligations of the selected bidder

The bidder will supply the Services:

- (i) With due skill and care and to the best of the bidder's knowledge and experience;
- (ii) In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
- (iii) Using the Specified Personnel;
- (iv) In accordance with all applicable Laws;
- (v) In accordance with any reasonable directions, in relation to the Services to be provided by the bidder, given by Exim Bank from time to time;
- (vi) So as to meet the Milestones and other project plan requirements, and where no milestones or project plan requirements are specified, promptly and without delay.

The bidder will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

The bidder will be obliged to work closely with Exim Bank's staff, act within its own authority and abide by directives issued by the Bank and undertake implementation activities.

The bidder will abide by the job safety measures prevalent in India and will free Exim Bank from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

Co-operation with Personnel and entities interacting with Exim Bank

The agency, will, in the performance of the Services: (a). fully co-operate with Exim Bank's Personnel and any other entity interacting with the Bank; and (b). use its best efforts to coordinate its activities so as to support and facilitate, in the Bank's best interests, the timely and efficient completion of all work and other activities to be performed for the Bank by any person.

Change in Constitution

Any Change in the constitution of the firm, etc. shall be notified forth with by the agency in writing to Exim Bank and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

Monitoring progress

- (i) Progress meetings Regular review meeting will be held between agency and Exim Bank to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during first three months, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by Exim Bank in writing.
- (ii) Reporting The agency/ies must provide Exim Bank with reports in accordance with the Scope of Work.

Intellectual Property Rights

- (i) Third Party Material The successful bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available to Exim Bank for the purpose of performance of services under this RFP and resulting contract.
- (ii) Exim Bank ownership of Intellectual Property Rights in Contract Material All Intellectual Property Rights in the Contract Material shall vest in Exim Bank; to the extent that the Bank needs to use any of the content/designs/creative provided by the agency to receive the full benefit of the Services (including the Contract Material), the agency grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate the content/designs/creative.

Books and records

The agency to keep books and records. The agency will keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail, to enable the amounts payable by the Bank under the contract to be determined; The Agency shall also maintain and retain books and records as mandated by any other law and the same would be made available to the Bank. The agency will bear the costs of complying with this clause

Termination

- (i) Right to terminate If agency fails to comply with the clause for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, the Bank may (in addition to its other remedies) terminate the Contract by giving the agency written notice of 15 days.
- (ii) Termination and reduction for convenience
 - a. Exim Bank may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services.
 - b. On receipt of a notice of termination or reduction of scope, the agency must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect the Bank Material and Contract Material; and continue work on any part of the Services not affected by the notice.
 - c. If the contract is terminated, the Bank is liable to make payment only for Services rendered before the effective date of termination.

- d. If the scope of the Services is reduced, the Bank's liability to pay the Service Charges or to provide Bank Material abates in accordance with the reduction in the Services.
- e. Exim Bank is not liable to pay compensation under clause c. above for an amount which would, in addition to any amounts paid or due, or becoming due, to the agency under the contract, exceed the total Service Charges payable under the contract. The agency is not entitled to compensation for loss of prospective profits.
- f. The content/creative those are complete and ready for delivery within 30 days after the agency's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining content/creative, the Bank may choose to have any portion completed and delivered at the Contract terms and prices, and/or to cancel the remainder and pay to the agency an amount mutually agreed for partially completed content/creative and for materials and parts previously procured by the agency.
- (iii) Termination by Exim Bank for default Notwithstanding what has been stated in the clauses of this RFP, Exim Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency, terminate the Contract in whole or part if the agency fails to deliver any or all of the content / creative / service within the period(s) specified in Scope of Work of the RFP, or if the agency fails to perform any other obligation(s) under the Contract. In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate content / creative / service similar to those undelivered, and the agency shall be liable to the Bank for any excess costs for such similar content / creative / service. However, the agency shall continue the performance of the Contract to the extent not terminated.
- (iv) Termination for Insolvency Exim Bank may, at any time, terminate the Contract by giving written notice to the agency, if the agency becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. In case of termination under this clause the Bank is liable to pay for all the services performed by the agency till the effective date of termination.
- (v) After termination On termination of the contract the agency must: (a) Stop work on the Services; (b) deal with Exim Bank Material as directed by the Bank; and (c) return all the Bank's Confidential Information to the Bank.
- (vi) Survival The following clauses survive the termination and expiry of the contract: (a) Intellectual Property Rights; (b) Indemnity; (c) Insurance; (d) Confidentiality and privacy; (e) Protection of personal information; (f) Security; (g) Audit and access; (h) Knowledge transfer; and (i) Warranty.
- (vii) Severability If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as closely as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.
- (viii) Effect of Termination on accrued rights Termination of the contract does not affect any accrued rights or remedies of a party.
- (ix) Consequences of Termination of the Selected Bidder In the event of termination of the selected bidder(agency) due to any cause whatsoever, whether consequent to the

stipulated terms of the RFP, end of project life or otherwise, Exim Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach. The terminated agency shall support takeover of the services by Exim Bank or a new agency selected by the Bank for continuity of the services during the period of transition. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

- (x) Business continuity beyond contract period At the end of the contract period the agency shall support takeover of the services by Exim Bank or a new agency selected by the Bank for business continuity.
- (xi) Knowledge transfer Subject to any qualification or provision to the contrary in the Scope of Work, the agency must provide the following assistance to Exim Bank on termination or expiration of the contract:
 - Transferring to or providing Exim Bank access to all information stored by whatever means held by the agency or under the control of the agency in connection with the contract;
 - b. Making Personnel available for discussions with Exim Bank as may be required. The time, length and subject of these discussions will be at the sole discretion of the Bank, provided that any matter discussed is not considered to reveal any 'Commercial-in-Confidence' information of the agency.
 - c. The Parties agree that duration of Knowledge transfer shall in no event exceed 90 days.

Notices and other communications

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing or by email.

(i) Service of notices. A Notice must be: (a). In writing, in English and signed by a person duly authorized person of either party; and (b). Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender.

Exim Bank's Address for notices

Chief General Manager Corporate Communications Group Export-Import Bank of India 21st Floor, Centre One Building World Trade Centre Complex Cuffe Parade, Mumbai 400005

Notices served at any address other than above shall not be treated as served or delivered. The successful bidder shall provide the contact details of their officials for similar communication from Exim Bank.

(ii) Notice effective on receipt - A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be taken to be received: (a). If hand delivered, on delivery; (b). If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);

15. GENERAL CONDITIONS OF RFP:

Registration on GEM portal

Successfully empanelled / selected agencies need to register themselves on GEM portal.

Varying the Contract

The contract may be varied only in writing signed by each party.

Approvals and consents

Except where the contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under the contract.

Assignment and novation

A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

Waiver

Waiver of any provision of or right under the contract: must be in writing signed by the party entitled to the benefit of that provision or right; and is effective only to the extent set out in any written waiver.

Relationship

The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise be able to bind or represent the other party. The contract does not create a relationship of employment, agency or partnership between the parties.

<u>Announcements</u>

The agency must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain Exim Bank's written agreement to the announcement. If the agency is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the agency must, to the extent practicable, first consult with and take into account the reasonable requirements of the Bank.

16. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting

documents and printed literature shall be submitted in English.

iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

Bidders may please note:

- (a) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (b) The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorising representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (c) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted.
- (d) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (e) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract.
- (f) All the enclosures (Bid submission) shall be serially numbered.
- (g) The Bank reserves the right to reject Bids not conforming to above.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- ii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in appropriate action as per the terms of this RFP.

18. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all

rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

19. CONTRACT FOR EMPANELMENT:

- i. The Bank will notify the shortlisted Bidders in writing by letter or email that they have qualified for empanelment.
- ii. The bidder will be empanelled only after the Service Level Agreement (SLA) is signed.

20. SERVICE LEVEL AGREEMENT (SLA):

The agency has to ensure adherence to delivery of services as per the Scope of Work given in this RFP. Non-adherence will attract penalties. All penalties deducted for violation of SLAs shall be invoked from the PBG/any amount payable to the agency. It may also be required by agency to deposit the penalty amount to the Bank. Exim Bank reserves the right to levy / waive off penalty considering various circumstances at that point in time.

21. VALIDITY OF AGREEMENT:

The Agreement / SLA will be valid for the period of 3 (three)years. The Bank reserves the right to terminate the Agreement as per the terms of RFP / Agreement.

22. CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

24. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/ capabilities to perform the job.

25. RIGHT TO AUDIT:

i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from

the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).
- iv. Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

26. CONFIDENTIALITY:

Confidentiality obligation shall be as per NDA and SLA to be executed at later stage by eligible Service providers.

27. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

i. Services shall be made by Service Provider within the timelines prescribed in respective LIMITED TENDER ENQUIRY.

- ii. If at any time during performance of the Contract/SOW, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract/ SOW as the case may be.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

28. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or subcontracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

29. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time schedule as specified in the respective LIMITED TENDER ENQUIRY, the Bank may, without prejudice to its other remedies under the RFP/ Agreement/ LIMITED TENDER ENQUIRY and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value as liquidated

damages as defined under the respective LIMITED TENDER ENQUIRY. Once the maximum deduction is reached, the Bank may consider termination of the respective LIMITED TENDER ENQUIRY/Purchase Order/SOW.

30. CONFLICT OF INTEREST:

i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

31. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP/LIMITED TENDER ENQUIRY/Agreement/SOW, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement/ respective SOW by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement/ respective SOW as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement/ respective SOW.

32. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract/SOW by giving written notice to the Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not

prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

33. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 30 (thirty) days, may terminate the Contract/ SOW/ PO, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement/SOW/PO for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination under the respective SOW.

34. GOVERNING LANGUAGE:

The governing language shall be English.

35. GOVERNING LAW:

The Contract/SOW shall be interpreted in accordance with the laws of the India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

36. DISPUTE RESOLUTION:

In the event of any controversy or dispute regarding the interpretation of any part of this RFP or any matter connected with, arising out of, or incidental to this RFP, the matter shall be resolved on exclusive jurisdiction basis by the Courts in Mumbai.

37. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider under the respective SOW. The remittance of amounts deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract/SOW shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract/SOW.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

38. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

Form-A

BID FORM (TECHNICAL BID)

[On Company's letter head] (To be included in Technical Bid)

Date:

To:

Chief General Manager,
Corporate Communications Group
Export-Import Bank of India
Centre One Building, Floor 21
World Trade Centre Complex
Cuffe Parade, Mumbai 400 005

Dear Sir,

Ref: EXIM/RFP/2025-26/03

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank. We shall abide by the terms and conditions spelt out in the RFP.

- i. While submitting this Bid, we certify that:
 - The undersigned is authorised to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed with this letter.
 - I/We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
 - I/We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

- ii. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- iii. I/We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. I/We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. I/We have not sought any deviation to the terms and conditions of the RFP. I/We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. I/We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. I/We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body or GeM portal.
- viii. I/we hereby certify that the above firm has not been blacklisted/debarred by any Central/ State Government/ Public Sector Undertaking/ Regulatory Institution in India as on the last date of bid submission. I/we 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.
- ix. I/We hereby certify that we have read the clauses contained in Public Procurement Order No. 4, OM No.F.7/10/2021-PPD (1) dated February 23, 2023, regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). I/We certify that we fulfil all the requirements in this regard and are eligible to participate in this RFP.

- x. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xi. I/We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of	2025		
(Signature)	(Name)		
(In the capacity of)			
Duly authorised to sign Bid for and on behalf of			
	Seal of the company.		

SCOPE OF WORK FOR ADVERTISING AGENCIES

1. Creative ideas and production capabilities:

- a. Print advertisement in newspapers, magazines, trade journals, etc., for brand campaign, tactical campaigns for events, etc., brand properties, events, notices and tenders, etc.
- b. Design and production of publications, including but not limited to Annual Report, desk calendar, newsletters, internal communication collaterals, brochures, marketing material, etc.
- c. Creative for outdoor, event collaterals such as backdrops, standees, exhibition aids, posters, invitation cards, etc.
- d. Adaptation of the campaign in print, digital, outdoor and electronic media.

2. Branding and marketing strategy:

- a. Brand and corporate identity development, including creation of brand manual and guidelines, standardising communication design, etc.
- b. Designing of corporate identity material, such as visiting cards, letterheads, presentation templates, e-mail signatures, etc.
- c. Design of logos and event branding collaterals for Bank's properties.

3. Media Strategy

- a. Plan, recommend and execute the media releases as per the Bank's requirements by obtaining best rates for all releases in print, TV, radio, outdoor and digital media.
- b. Identification of target priority markets, segments and audiences, rationale, approach, etc.
- c. Selection and finalization of Media Vehicles for the different markets and segments, based on available media research on reach and impact.
- d. Evaluate media partnerships for Bank's properties and negotiate for best rates to achieve maximum visibility.

4. Miscellaneous

- a. The agency is expected to work in close coordination with other empanelled advertising, event management, audio-visual production, PR and digital agencies of the Bank.
- b. Share reports on analysis, market scenario, growth trends and insights, and the effectiveness of the campaigns.
- c. Capability of the agency to execute campaigns in Hindi is very crucial for this empanelment. Capability of adapting creatives in regional and foreign languages is also expected from the agency.
- d. Regional adaptation of creative content across all communication channels.
- e. Medium adaptation of creative content across all communication channels.

ANNEXURE 1B

ELIGIBILITY CRITERIA FOR ADVERTISING AGENCIES

Sr.no.	Eligibility	Supporting Documents Required
1.	Bidder should be Proprietorship / Registered Partnership Firm / Limited Liability Partnership / Private Limited / Limited company registered or incorporated in India.	 a. Certificate of Incorporation to be submitted in case of LLP / Private / Public limited companies as per the Companies Act, 2013. b. The copies of Memorandum of Association and Articles of Association are required to be submitted along with the technical bid for the LLP / Private / Public limited companies as per the Companies Act. c. Registered Partnership Agreement to be submitted in case of partnership firms. d. PAN and GSTIN Certificate and any other tax related document if applicable.
2.	Agency should have full accreditation / registration /membership with: Indian Newspaper Society (INS) / Advertising Standards Council of India (ASCI)/ Doordarshan (DD) / All India Radio (AIR).	Latest certificates of full accreditation / registration / membership or other relevant proofs to be attached.
3.	The average turn over from advertising of the bidder should not be less than ₹ 10 crore in last three financial years 2024-25, 2023-24 & 2022-23. Also, the bidder should have a positive net worth in last there financial years.	Certificate from an independent Chartered Accountant (CA) stating the average annual turnover and confirming positive net worth for the last three financial years.
4.	Bidder should be in the business of creative and advertisement for last 3 years.	Copies of relevant Work Order(s) / Completion Certificate(s) or any relevant documents.
5.	Bidder should have an office in Mumbai Metropolitan Region	A copy of latest Landline phone bill /Electricity bill/ Registration with shop and cities establishment Dept. / Registered rent or lease agreement in the name of bidder or relevant document.
6.	Bidder should have statutory registration(s) with Tax and other compliance authority.	A copy of GST Registration No. in the name of bidder.
7.	Should have necessary infrastructure for creative assignment viz. creative	As per Format 4 given in this RFP.

	studio, infrastructure for print, electronic, outdoor, etc. Minimum staff strength of 15 with full back office support of technical staff viz. creative director, visualizers, designers, copywriters, language translators, etc.	
8.	Bidder should not have been Blacklisted / debarred from any of the Central / State Governments / PSU / Regulatory Institution in India as on the date of RFP submission. If any such issue comes to the notice of the Bank at a later date, Bank will be free to revoke the contract entered with the selected bidder and invoke bank guarantee at its discretion.	Bidder has to submit a Declaration in the format as mentioned in the Annexure-4.
9.	Bidder should be currently empanelled with a) minimum 2 different PSUs /Central Govt./State Govt./ Ministry/ Autonomous Bodies/ Statutory Bodies/ Listed Companies; and b) minimum 02 clients in Banking/Financial Services/ Insurance (BFSI) sector.	Copy of Letter of Empanelment / Official Email for empanelment / Empanelment Agreement or relevant documents.

Disqualification: Agencies who do not fulfil all the above criteria shall be disqualified.

ANNEXURE 2A

SCOPE OF WORK FOR EVENT MANAGEMENT AGENCIES

- a. Conceptualizing and designing of event branding, fabrication, execution and full support for Bank's events across India.
- b. Recommend ideas for Bank's event properties held in indoor / outdoor spaces.
- c. Managing all kinds of activations (Online/Offline/Hybrid, exhibition stall set up, seminars, conferences, cultural evenings, etc.
- d. Obtaining appropriate approvals and permissions from local authorities.
- e. Ensure end to end coordination and management with invitees, including printing and sending invitation cards (Hard /Soft copy), following up to obtain their confirmation, and maintaining the updated invitee database.
- f. Support for offline and online participation, including online/offline registration of invitees and attendees.
- g. Overall event planning including indoor infrastructure and ambience creation, overall outdoor ambience including branding, barricading welcome gates and walkways etc. for the event.
- h. Providing kits/bags for attendees/participants comprising note pad, pen, pen drive, memento, and any other item as per the event requirement.
- i. Photography and videography of the event
- j. Other services which may be required while organising the event.

ANNEXURE 2B

ELIGIBILITY CRITERIA FOR EVENT MANAGEMENT AGENCIES

Sr.no.	Eligibility	Supporting Documents Required
1.	Bidder should be Proprietorship / Registered Partnership Firm / Limited Liability Partnership / Private Limited / Limited company registered or incorporated in India.	 a. Certificate of Incorporation to be submitted in case of LLP / Private / Public limited companies as per the Companies Act, 2013. b. The copies of Memorandum of Association and Articles of Association are required to be submitted along with the technical bid for the LLP / Private / Public limited companies as per the Companies Act. c. Registered Partnership Agreement to be submitted in case of partnership firms. d. PAN and GSTIN Certificate and any other tax related document if applicable.
2.	Average turnover for last three Financial Years FY 2024-25, 2023-24 & 2022-23. Also, the bidder should have a positive net worth in last there financial years.	Certificate from an independent Chartered Accountant (CA) stating the average annual turnover and confirming positive net worth for the last three financial years.
3.	Bidder should be in the business of Event management for last 5 years.	Copies of relevant Work Order(s) / Completion Certificate(s) or any relevant documents.
4.	Bidder should have an office in Mumbai Metropolitan Region.	A copy of latest Landline phone bill /Electricity bill/ Registration with shop and cities establishment Dept. / Registered rent or lease agreement in the name of bidder or relevant document.
5.	Bidder should have statutory registration(s) with Tax and other compliance authority.	A copy of GST Registration No.in the name of bidder.
6.	Bidder should have reputation in industry and experienced management in the field.	Photocopy of the industry awards won by the bidder during last five years and CV of the two top officials from creative team which the bidder will deploy to the Bank's account.

7.	Should have necessary infrastructure for event management. Minimum staff strength of 10 with full back-office support of technical staff viz. visualizers, 3D designers, event coordinators, etc.	As per Format 4
8.	Bidder should be currently empanelled with a) minimum 2 different PSUs /Central Govt./State Govt./ Ministry/ Autonomous Bodies/ Statutory Bodies/ Listed Companies; and b) minimum 02 clients in Banking/ Financial Services/ Insurance (BFSI) sector.	Copy of Letter of Empanelment / Official Email for empanelment / Empanelment Agreement or relevant documents.
9.	Bidder should not have been Blacklisted / debarred from any of the Central / State Governments / PSU / Regulatory Institution in India as on the date of RFP submission. If any such issue comes to the notice of the Bank at a later date, Bank will be free to revoke the contract entered with the selected bidder and invoke bank guarantee at its discretion.	Bidder has to submit a Declaration in the format as mentioned in the Annexure-4.

Disqualification: Agencies who do not fulfil all the above criteria shall be disqualified.

ANNEXURE 3A

SCOPE OF WORK FOR AUDIO-VISUAL PRODUCTION AGENCIES

- a) Creation of corporate films, ad films, product films, short films, etc.
- b) Short films, reels for social media.
- c) Script writing for films, AVs, radio spots, etc.
- d) Handling of live webcast and Facebook Live of the Bank's event in coordination with the digital agency.
- e) Editing capabilities with own studios or tie-ups with studios for production of films.
- f) Recording / videography of the Bank's events and archiving of footage for future use.
- g) Shooting at various locations across India.
- h) Creations of films, short films, videos in Hindi / English, and/or any other language, dubbing in any language wherever required.
- i) Photography and videography as and when required.

ANNEXURE 3B

ELIGIBILITY CRITERIA FOR AUDIO-VISUAL PRODUCTION AGENCIES

Sr.no.	Eligibility	Supporting Documents Required
1.	Bidder should be Proprietorship / Registered Partnership Firm / Limited Liability Partnership / Private Limited / Limited company registered or incorporated in India.	 a. Certificate of Incorporation to be submitted in case of LLP / Private / Public limited companies as per the Companies Act, 2013. b. The copies of Memorandum of Association and Articles of Association are required to be submitted along with the technical bid for the LLP / Private / Public limited companies as per the Companies Act. c. Registered Partnership Agreement to be submitted in case of partnership firms. d. PAN and GSTIN Certificate and any other tax related document if applicable.
2.	Average turnover for last three Financial Years FY 2024-25, 2023-24 & 2022-23. Also, the bidder should have a positive net worth in last there financial years.	Certificate from an independent Chartered Accountant (CA) stating the average annual turnover and confirming positive net worth for the last three financial years.
3.	Bidder should be in the business of audio-video production/ film making business for last 5 years.	Copies of relevant Work Order(s) / Completion Certificate(s) or any relevant documents.
4.	Bidder should have an office in Mumbai Metropolitan Region.	A copy of latest Landline phone bill /Electricity bill/ Registration with shop and cities establishment Dept. / Registered rent or lease agreement in the name of bidder or relevant document.
5.	Bidder should have statutory registration(s) with Tax and other compliance authority.	A copy of GST Registration No.in the name of bidder.
6.	Bidder should have reputation in industry and experience management in the field.	Photocopy of the industry awards won by the bidder during last five years and CV of the two top officials from creative team which the bidder will deploy to the Bank's account.
7.	Should have necessary infrastructure for filmmaking viz. creative studio, inhouse facilities for animation, editing, etc. Minimum staff strength of	As per Format 4

	E 11 6 11 1 661 1 6	
	5 with full back office support of	
	technical staff viz. creative	
	director, visualizers, designers,	
	copywriters, Animator, etc.	
8.	Bidder should be currently	Copy of Letter of Empanelment /
	empanelled with	Official Email for empanelment /
	(a) minimum 2 different PSUs	Empanelment Agreement or
	/Central Govt./State	relevant documents.
	Govt./ Ministry/	
	Autonomous Bodies/	
	Statutory Bodies/ Listed	
	Companies; and	
	(b) minimum 02 clients in	
	Banking, Financial	
	Services and Insurance	
9.	(BFSI) sector.	Bidder has to submit a
9.	Bidder should not have been	
	Blacklisted /	Declaration in the format as
	debarred from any of the	mentioned in the Annexure-4.
	Central / State	
	Governments / PSU / Regulatory	
	Institution	
	in India as on the date of RFP	
	submission.	
	If any such issue comes to the	
	notice of	
	the Bank at a later date, Bank	
	will be free	
	to revoke the contract entered	
1	guarantee at its discretion.	
	notice of the Bank at a later date, Bank will be free to revoke the contract entered with the selected bidder and invoke bank	

Disqualification: Agencies who do not fulfil all of the above criteria shall be disqualified.

CHECK LIST FOR THE ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION

Mark as	Description of the documents to be attached
enclosure	
1.	Form-A
2.	Authorization letter (as per Format-1 of the RFP)
3.	Technical Bid submission letter (as per Format-2 of the RFP)
4.	Certificate of Registration of Agency/Firm
5.	Documents related to constitution of Agency (Memorandum /Articles of
	association/ Partnership Deed etc.)
6.	Address proof of MMR and Other Offices (latest landline phone bill/
	electricity bill / Registration with Shop & establishment Dept. / registered
	rent agreement / lease deed) (As per Format-3)
7.	Details of Employee strength and infrastructure
	(As per Format-4)
8.	Details with photocopy of statutory registrations / certificates (as per
	Format-5)
9.	Copy of Audited Balance sheet of Agency/firm for last 3 years
10.	Auditor's / Independent Chartered Accountant's Certificate regarding
	financials (as per Format-6)
11.	Declaration by Agency/Firm regarding overdue etc.(as per Format-7)
12.	Status regarding litigations agency / firm has (as per Format-8)
13.	CV of 3 key personnel of agency (as per Format-9)
14.	Photocopy of Key personnel's professional qualification
15.	Photocopy of certificates etc. in support of Industry recognition/
	Awards/Accolades won during last 3 years
16.	Complete list of agency's current clients (as per format-10)
17.	List of the clients acquired during last 5 years (as per Format-11)
18.	List of clients lost during last 5 years (as per Format-12)
19.	List of top 5 clients of the Agency (as per Format-13)
20.	Total list of clients of the Agency (past and present)
21.	Sample of major campaigns handled in the applied category, if any for
	single products / services / brand in the last financial year
22.	Self-Declaration / Undertaking (as per Format-14)
23.	Non-Disclosure Agreement (as per Format-15)
24.	Pre-Contract Integrity Pact [as per Format-16]
25.	Format for seeking clarification /Pre-bid queries [as per Format-17]
26.	E-tendering process compliance statement [as per Format-18]
27.	SELF-DECLARATION FOR COMPLIANCE [as per Format-19]
28.	Format for Filling the Parameters tables in the applicable category [as per Format-20]
29.	Self-Declaration [as per Annexure-4]
30.	Any other enclosure(s)
	,

Bidders are required to submit Technical bid proposal, along with the enclosures arranged in above given order and bounded spirally.

Sealed envelope containing Commercial Bid Submission letter (Format-17) and Commercial Bid (Form B) have to be enclosed separately in Packet No. 2 as specified in Bid Submission Procedure.

Authorization to sign documents *pertaining to bid submission against RFP

For Engagement of (Category) Agency in Export-Import Bank of India
[To be given on agency/firm/company letter head] It is certified that Agency/firm M/s having its registered office at is submitting a bid proposal against RFP for engagement of(category) agency in Export-Import Bank of India.
In connection with the above Shri/Mshas been duly authorized to sign bid proposal documents or any other documents related to this bid submission.
Agency/firm is liable of the consequences arising by the act of signing bid documents by
Shri
Signature :
Name of Signatory:
Designation :
Seal of Agency/firm/company Date :
Place :

^{*}If agency is a company, certified copy of the extract of Company's Board Resolution to this effect shall be required.

For engagement of (Category) Agency in Export-Import Bank of India

Technical Bid Submission letter (on Agency's letter head)

To, Chief General Manager Corporate Communications Group Export-Import Bank of India Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005

Sir.

FOR ENGAGEMENT OF (CATEGORY) AGENCY SUBMISSION OF BID We submit our Bid/Proposal herewith. In this connection, we understand and agree that:

- 1. Exim Bank is not bound to accept the lowest or any bid received by the Bank, and it may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- 2. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by Exim Bank to do so, a contract in the prescribed form.
- 3. If our Bid is accepted, we shall be jointly and severally responsible for the due performance of the contract.
- 4. Exim Bank may accept or entrust the entire work to one agency or divide the work to more than one agency without assigning any reason or giving any explanation whatsoever, as per the Bank's requirement.
- 5. Exim Bank can, on its sole discretion, conduct independent due diligence in respect of the information furnished in bid/proposal or any document(s) attached thereto.

This bid/proposal comprises of totalpages, and enclosures marked as enclosure-1 to enclosure-....

We have carefully gone through the Scope of Work contained in the above referred RFP document. We declare that all the provisions of this RFP are acceptable to us. It is further certified that the undersigned is the authorized signatory and is, therefore, competent to make this declaration. Yours faithfully,

Signature with date: Name of authorized signatory: Seal of agency/firm

(On Agency's letter head)

CATEGORY:	
CATECODY	
CATEGORI:	

TO WHOM SO EVER IT MAY CONCERN

This is to certify that this Agency has below mentioned offices in India, documentary proof of which are annexed hereto.

S. no.	Name of City	Office Address	Documentary Evidence attached (latest landline phone bill / electricity bill / Registration with Shop & Establishment Dept. / registered rent agreement / lease deed)

Signature of Authorized	person:		
Signed at		-	
Dated			
For	_ by		-
Designation			
Seal of Agency			-

	(On Age	ncy's letter h	ead)		Format-4
		-			
	CATEGORY:				
	TO WHOM SO	EVER IT MAY	CONCER	N	
This is to in offices	certify that this Agency has below in India:	mentioned er	nployee p	osition and office infra	astructure
A: Emplo	yee Strength				
S. no.	Type of Employees			mployees	
	Total Employees		MMR;		
			Other Ci	ties:	
	Skilled employees in the category	applied for	MMR:		
			Other Ci	Other Cities:	
	Key persons in the category applie	ed for	MMR:		_
			Other Cities:		
S. no	available Infrastructure Particulars of infrastructure applicable for the applied category	Mumbai off	ice	Other cities	
					-
Signature	e of Authorized person:			1	_
Signed at	t				
Dated					
For	by	_			
Designat	ion				
Seal of A	gency	_			

TO WHOM SO EVER IT MAY CONCERN

This is to certify that this Agency has below given statutory registrations, photocopy of which are annexed hereto.

S. no.	Registration for	Registration no.	Date of Registration
1.	PAN		
2.	TAN		
3.	GST		
4.	Others		

Signature of Authorized	person:		
Signed at		_	
Dated		-	
For	_ by		
Designation		-	
Seal of Agency			

(On the letter head of Au	uditors / Independer	nt Chartered <i>i</i>	Accountants
---------------------------	----------------------	-----------------------	-------------

(On the letter head of	Auditors / Indepe	ndent Chartered	Accountants)
CATEG	ORY:		
	CERTIFICA	ГЕ	
TO WI	HOM SO EVER IT N	1AY CONCERN	
This is to certify that M/s			l
Registered Office			had achieved th
level of Turnover / Gross Income	/ Net profits in	respect for the	financial years
hereunder:			
Particulars	2022-23	2023-24	2024-25
Turnover			
(for the applied category) Gross Income			
(for the applied category)			
Net Profit			
The figures certified for the stated Balance Sheet of the Company and the Balance Sheet of the Company and the Balance of Auditors / Chartered Ac Name:	the records produ		BOOKS Of Accour
Seal:			
Place:			
Date:			

(On A	(gency's letter head)
CATEGORY:	

Declaration-cum-Certificate regarding Clean Track Record

TO WHOM SO EVER IT MAY CONCERN

This is to certify that this Agency has no overdue owing to any Agency / Central / State Government / Public Sector Undertakings / Banks any other corporates / any regulatory authority or any other organization.

It is also certified that our Agency has not been blacklisted by any Central /State Government / Public Sector Undertakings / Banks, any other corporate / any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in enclosure attached to the bid/proposal, which may have an impact affecting or compromising the delivery of services required.

We undertake to keep Exim Bank informed of any changes in our status in respect with the above certifications subsequent to the deadline for Application submission or at any time during the tenor of our empanelment / appointment.

Signature of Authorized	d person:	
6'		
Signed at		
Dated		
For	by	-
Designation		
Seal of Agency		
Seal Of Adeficy		

CATEGORY:

Status of Litigations Pending pertaining to the Bidder

S. no.	Other party to litigation	Case no.	Status of bidder litigation (Applicant Respondent)	in /	Briefs litigation	of

Signature of Authorized	person:
Signed at	
Dated	
For	by
Designation	
Seal of Agency	

CATEGORY:

Curriculum Vitae of professional staff to be engaged with Exim Bank

- 1. Name of Agency [Insert name of firm proposing the staff]:
- 2. Name of Staff [Insert full name]:
- 3. Proposed Position:
- 4. Nationality:
- 5. Education qualification [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6. Membership of Professional Associations:
- 7. Other Training [Indicate significant training since degrees mentioned under (5 Education) were obtained]:
- 8. Languages known [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 9. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below:

S. no.	From (year)	To (year)	Name of the Organisation	Position held

- 10. Details of Tasks Assigned / assignments handled independently by the Staff:
- 11. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned
- a. List all tasks to be performed under this assignment
- b. Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10 above.
 - Name of assignment or project:
 - Year:
 - Location:
 - Client:
 - Main project features:
 - Positions held:
 - Activities performed:

Signature of Authori	zed person: _		
Signed at			
Dated		_	
For	by		_
Designation		_	
Seal of Agency			

(On Agency's letter head)

Total List of current Clients of the Agency in the category applied for

S. no.	Name of Client	Sector (PSU / BFSI / Others, specify)	Since year (in chronological order)

Signature of Authorized	person:		
Signed at		-	
Dated			
For	_ by		
Designation			
Seal of Agency			

(On Agency's letter head)

List of Clients Acquired in the category applied for during last 5 years

S. no.	Name of Client	Acquired in (in chronological order)

Signature of Authorized	d person:	
Signed at		
Dated		_
For	by	
Designation		_
Seal of Agency		

(On Agency's letter head)

List of Clients lost in the category applied for during last 5 years

SI. no.	Name of Client	Year in which lost (in chronological order)	Reason for losing client

Signature of Authorized person:	
Signed at	
Dated	
For by	
Designation	
Seal of Agency	

(On Agency's letter head)

List of Top 5 Current Clients of the Agency in the category applied for

S. no.	Name of Client	Turnover of Client	Documentary Evidence Attached

Signature of Authorize	d person: _	
Signed at		
Dated		_
For	by	
Designation		_
Seal of Agency		

(On Agency's letter head)

CATEGORY:
This is to certify that this agency M/s
Accordingly, it is certified and undertaken as under: 1. Agency is eligible to apply / submit bid against mentioned RFP. 2. Agency meet all sets eligibility criteria as mentioned in Section-9 of the RFP.
Signature of Authorized person:
Signed at
Dated
For by
Designation
Seal of Agency

(On ₹ 1000 non-judicial stamp paper)

DRAFT OF NON-DISCLOSURE AGREEMENT

this

day of

BETWEEN
Export-Import Bank of India, set up by an Act of Parliament, the Export-Import Bank of India Act, 1981, and wholly owned by Government of India, established for the purpose of financing, facilitating and promoting India's foreign trade, having its Head Office at 21st Floor, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005 (hereinafter referred to as "the Bank" or the "Disclosing Party" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;
AND

(hereinafter referred to as the "Receiving Party" which

expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the OTHER PART

The Receiving Party and the Bank are hereinafter collectively referred to as "The Parties" and individually as "the Party"

WHEREAS:

This agreement made and entered into at

The Parties intend to engage in discussions concerning the possible establishment of a business relationship between themselves and the Receiving Party is seeking to be empanelled as (category) agency in relation to the Request for Proposal issued by the Disclosing Party for the said empanelment ("Transaction"). In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to understand the business of the Disclosing Party and evaluate the feasibility and / or submit their proposals for such Transaction (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: "Confidential Information" means all information disclosed/furnished by the Disclosing Party to the Receiving Party in connection with the Transaction. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.
 - The Receiving Party may use the Confidential Information solely for and in connection with the Purpose. Upon execution of this Agreement, the Disclosing Party agrees to first disclose the names of the Credits for clearance with the Receiving Party's compliance team, prior to disclosure of any other Information.
 - 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) is rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) is 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 is disclosed pursuant to an order of a court or governmental agency or regulatory authority as so required by such order, provided that the Receiving Party shall, to the extent permitted 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 disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party, or its affiliates, or their directors, auditors who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its advisors, consultants, financiers, co-investors only for the Purpose mentioned hereinabove and only if such persons have executed a Non-Disclosure Agreement with the Receiving Party or owe a professional duty of obligation to the Receiving Party. The Receiving Party shall take appropriate measures by instruction prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party promptly if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of terms of this Agreement.
- 3. Publications: Except as permitted herein, neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in 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.
- 3. Term: This Agreement shall be effective from the date hereof and shall continue in perpetuity or till the execution of a definitive agreement in relation to the Transaction with the selected agencies. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any or all disclosures of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall 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 save to the extent required to be retained pursuant to applicable law and regulation. The Receiving Party shall continue to treat Confidential Information as confidential until such information enters the public domain.
- 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.
- 6. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees, in addition to all other remedies provided at Law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.
- 7. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire Agreement between 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.

- 8. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India and subject to the jurisdiction of the competent courts at Mumbai.
- 9. General: 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, copy rights or any right of third persons.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and behalf of Export-Import Bank of India
(Designation)
For and behalf of
(Designation)

INTEGRITY PACT (₹ 500 stamp paper)

Between

Export-Import Bank of India (EXIM BANK) hereinafter referred to as "The Principal", And
hereinafter referred to as "The Bidder/ Contractor"
Preamble The Principal intends to award, under laid down Organizational procedures, contract/s for

". The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

The principal commits itself all measures necessary to prevent corruption and to observe the following principles: -

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

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

Section 4 - Previous transgression

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

Section 5 — Equal treatment of all Bidders / 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 Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 6 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s) If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 7 - 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 Plot No. 1B/2, Sector - 11 CDA Market Nagar, Cuttack Odisha - 753015 janakdigal85@gmail.com Shri Ajay Kumar Lal 260, Phase-II, Vasant Vihar Colony, Dehradun Uttarakhand - 248006 <u>aklal87@gmail.com</u>

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

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

Section 8 - Pact Duration

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

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

Section 9 - Other provisions

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

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

(On Agency's letter head)

CATEGORY:

Format for seeking clarification /Pre-bid queries (in word document only)

S. no.	Page no.	Clause	Query

Signature of Authorized	person:
Signed at	
Dated	
For	by
Designation	
Seal of Agency	

E-TENDERING PROCESS COMPLIANCE STATEMENT

The following terms and conditions are deemed as accepted by you for participation in the bid event:

- 1. The bid once submitted cannot be changed or modified after last date of submission.
- 2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of Exim Bank indicated in the tender document. Bidding process related queries could be addressed to M/s. E-Procurement Technologies Ltd personnel indicated in the tender document.
- 3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s. E- Procurement Technologies Ltd. or Exim Bank. However, M/s. E- Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
- 4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM bank.
- 5. Bids once made cannot be withdrawn after last date of submission of the bid.
- 6. Exim Bank reserves the right to extend or reschedule the e- tender process.
- 7. The bidders are advised to visit for any corrigendum etc.

I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Date:

Organization

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 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.
- My company will produce all documents for verification process as per Exim
 Bank's requirement and various audit compliance.

Date:	Authorized Signatory Name
Place:	Designation:

Company Seal:

Format for Filling the Parameters tables in the applicable category

Advertising Agencies Category

Sr No	Criteria	Parameter	Mark tick (√) as applicable
1	Average turnover for last	Up to 50 cr.	аррисавіс
three Financial Years, i.e.,	Above 50 and up to 100 cr.		
	FY 2024-25, 2023-24 & 2022-23	Above 100 and up to 150 cr.	
		Above 150 and up to 200 cr.	
		Above 200 cr.	
2	Average revenue from	Up to 10cr.	
	advertisement business for last three Financial	Above 10 to 20 cr.	
	Years FY 2024-25, 2023-	Above 20 to 30 cr.	
	24 & 2022-23	Above 30 to 40 cr.	
		Above 40 cr.	
3	Work Experience	5 yrs. To 7 years.	
		Above 7 to 10 yrs.	
		Above 10 to 15 yrs.	
		Above 15 to 20 yrs.	
		Above 20 yrs.	
4	Total skilled staff strength	15-25	
		26-50	
		51-75	
		76-100	
		100+	
5	Appointed / Empanelled	2 to 3 companies	
	with public listed	4 to 5 companies	
	company which has a	6 to 7 companies	
	minimum turnover of ₹	8 to 9 companies	
_	500 crores*	10 & above companies	
6	Appointed / Empanelled	2 to 3 clients	
	with a PSU/ GOI Client*	4 to 5 clients	
		6 to 7 clients	
		8 to 9 clients	
-		10 & above clients	
7	Appointed / Empanelled	2 to 3 clients	
	with a BFSI client*	4 to 5 clients	
		6 to 7 clients	
		8 to 9 clients	
0	Processes in cities	10 & above clients	
8	Presence in cities	(f) Only in MMR	
	including Mumbai	(g) a above+1 city	
	Metropolitan Region	(h) a above+2 cities	
		(i) a above + 3 cities	
		(j) a above+4 & above cities	

9	Industry awards won by	Up to 3 awards	
	the bidder during last 3	4 to 5 awards	
	financial years	6 to 7 awards	
		8 to 9 awards	
		10 & above	

^{*} Since April 2022;

DECLARATION:

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.

I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.

I/We agree that the decision of Bank in empanelment of agencies will be final and binding to me/ us.

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 THE AUTHORISED SIGNATORY:
	NAME AND DESIGNATION:
	SEAL:

Event Management Agencies Category

Sr No	Criteria	Parameter	Mark tick (✓) as applicable
1	Average turnover for last	Up to 25 cr.	
	three Financial Years. i.e., FY	Above 25 to 30 cr.	
	2024-25, 2023-24 & 2022-23	Above 30 to 35 cr.	
		Above 35 to 40 cr.	
		Above 40 cr.	
2	Work Experience	5 yrs. To 7 years.	
	·	Above 7 to 10 yrs.	
		Above 10 to 15 yrs.	
		Above 15 to 20 yrs.	
		Above 20 yrs.	
3	Total skilled staff strength	10	
	J	11-15	
		16-20	
		21 - 25	
		25+	
4	Appointed / Empanelled with	2 to 3 companies	
	public listed company which	4 to 5 companies	
	has a minimum turnover of ₹	6 to 7 companies	
	500 crores*	8 to 9 companies	
		10 & above companies	
5	Appointed / Empanelled with	2 to 3 clients	
	a PSU/ GOI Client*	4 to 5 clients	
		6 to 7 clients	
		8 to 9 clients	
		10 & above clients	
6	Appointed / Empanelled with	2 to 3 clients	
	a BFSI client*	4 to 5 clients	
		6 to 7 clients	
		8 to 9 clients	
		10 & above clients	
7	Presence in cities including	(f) Only in MMR	
	Mumbai Metropolitan Region	(g) a above +1 city	
	(MMR)	(h) a above +2 cities	
		(i) a above +3 cities	
		(j) a above +4 & above	
		cities	
8	Value of largest single event	Up to 50 Lakh	
	executed in last three	50 Lakh to 1 Cr.	
	financial years, i.e., FY 2024-	Above 1 Cr. to 1.5 cr.	
	2025, FY 2023-24, FY 2022-23	Above 1.5 cr. to 2 Cr.	
		2 Cr. above	
9	Number of International /	Up to 5	
	Multilingual events handled	Above 5 to 10	
	during last three financial	Above 10 to 15	
	years, i.e., FY 2024-2025, FY	Above 15 to 20	
	2023-24, FY 2022-23	Above 20	
	1 2022	I	l i

^{*} Since April 2022

DECLARATION:

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the information, particulars, copies of certificates and testimonials are not found correct and genuine.

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I/We agree that the decision of Bank in empanelment of agencies will be final and binding to me/ us.

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 THE AUTHORISED SIGNATORY:
	NAME AND DESIGNATION:
	SEAL:

Audio-Visual Production Agency Category

S. no.	Criteria	Parameter	Mark tick (✓) as applicable
1	Average turnover for last	1 cr.	as applicable
_	three Financial Years. i.e., FY	Above 1 to 5 cr.	
	2024-25, 2023-24 & 2022-23	Above 5 to 10 cr.	
		Above 10 to 15 cr.	
		15 cr.+	
2	Work Experience	5 yrs. To 7 years.	
	·	Above 7 to 10 yrs.	
		Above 10 to 15 yrs.	
		Above 15 to 20 yrs.	
		Above 20 yrs.	
3	Total skilled staff strength	5	
		6-10	
		11-15	
		16 - 20	
		20+	
4	Appointed / Empanelled with	2 to 3 companies	
	public listed company which	4 to 5 companies	
	has a minimum turnover of ₹	6 to 7 companies	
	500 crores*	8 to 9 companies	
_		10 & above companies	
5	Appointed / Empanelled with	2 to 3 clients	
	a PSU/ GOI Client*	4 to 5 clients	
		6 to 7 clients	
		8 to 9 clients	
	Annainted / Engage and lad with	10 & above clients	
6	Appointed / Empanelled with a BFSI client*	2 to 3 clients	
	a broi ciletic	4 to 5 clients 6 to 7 clients	
		8 to 9 clients	
		10 & above clients	
7	Presence in cities including	(f) Only in MMR	
'	Mumbai Metropolitan Region	(g) a above+1 city	
	(MMR)	(h) a above+1 city	
	(,	(i) a above+3 cities	
		(j) a above+4 & above cities	
8	Number of AV films (including	Up to 5	
	animation) produced for BFSI	5 to 10	
	sector clients in last three	11 to 15	
	Financial Years, i.e., FY 2024-	15 to 20	
	25, 2023-24 & 2022-23	20 & above	
9	Industry awards won by the	Up to 3 awards	
	bidder and/ or bidder's client for the AV/corporate film	4 to 5 awards	
	made by the bidder in last	6 to 7 awards	
	one year	8 to 9 awards	
	April 2022	10 & above	

^{*} Since April 2022

DECLARATION:

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.

I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.

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PLACE:	
DATE:	SIGNATURE OF THE AUTHORISED SIGNATORY:
	NAME AND DESIGNATION:
	SEAL:

Annexure-4

Self-Declaration (To be submitted on Bidder's letterhead)

The Export-Import Ba 21st Floor, World Trad Cuffe Parade, Mumba	de Centre Complex,
Sub: - Response to RI	FP for
Dear Sir,	
, on behalf of	(Including our affiliates or subsidiaries or Contractors/
subcontractors for any part of	the contract) declare the following:

- i. We are not declared insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of aforesaid reasons;
- ii. We are not declared ineligible/ blacklisted/ banned/ debarred by Exim Bank or any Central/ State Government/ Public Sector Undertaking/ Regulatory Institution in India as on the last date of bid submission from participation in its Tender Processes;
- iii. We are not convicted (within three years preceding the last date of bid submission) or declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
 - a. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/or
 - c. c. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- iv. We have not changed our name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
- v. We do not have an association (as a bidder/ partner/ director/ employee in any capacity) of the near relations of executives of Exim Bank involved in this Tender Process
- vi. We do not have a conflict of interest, which substantially affects fair competition.
- vii. We declare that there are no legal proceedings/ inquiries/ investigations commenced/ pending against us by any statutory or regulatory or investigative agencies, for which performance under the contract will get adversely affected / may get affected.

viii. We are not in the negative/ caution repository of vendors published by IBA (Indian Banks Association)
Dated this day of
For and on behalf of M/s
Address: Name & Signature
In the capacity of (Duly Authorized to Sign the Bid)
Seal of the company