



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5828354  
Dated/दिनांक : 16-01-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-02-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-02-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Financial Services
Organisation Name/संगठन का नाम	Export Import Bank Of India
Office Name/कार्यालय का नाम	Mumbai
क्रैता ईमेल/Buyer Email	buyer7.dfs.mh@gembuyer.in
Item Category/मद केटेगरी	Custom Bid for Services - Appointment of Concurrent Auditor
Similar Category/समान श्रेणी	<ul style="list-style-type: none"><li>Financial Audit Services</li></ul>
Contract Period/अनुबंध अवधि	3 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	700 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	7 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	17700000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	AXIS BANK LTD
EMD Amount/ईएमडी राशि	100000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
-------------------	----

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

CGM

Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005  
(Export Import Bank Of India)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Price Bid - [1737021456.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Payment Terms:**[1737021483.pdf](#)

**Scope of Work:**[1737021522.pdf](#)

**GEM Availability Report ( GAR):**[1737022662.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1737022687.pdf](#)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
----------------	-----------	--------------	------------------------------------

Technical Parameter	100	75	<a href="#">View File</a>
---------------------	-----	----	---------------------------

**Total Minimum Qualifying Marks for Technical Score: 75**

**QCBS Weightage(Technical:Financial):70:30**

**Presentation Venue:**Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai - 400 005

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
23-01-2025 11:00:00	Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai - 400 005

**Custom Bid For Services - Appointment Of Concurrent Auditor ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Appointment of Concurrent Auditor
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Vineet Kumar Singh	400005,EXPORT-IMPORT BANK OF INDIA CENTRE ONE BUILDING, FLOOR 21, WORLD TRADE CENTRE COMPLEX, CUFFE PARADE,MUMBAI-400005	1	N/A

## **Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

### **1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### **2. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



**Request for Proposal**  
**for**  
**Appointment of Concurrent Auditor for FY**  
**2025-26**

**Head Office:**

**Center One Building, 21<sup>st</sup> Floor,  
World Trade Centre Complex,  
Cuffe Parade, Mumbai – 400 005**

This document is the property of Export-Import Bank of India ('Exim Bank'). It may not be copied, distributed, or recorded on any medium, electronic, or otherwise, without obtaining the written permission of Exim Bank. The use of the contents of this document, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited, and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

## TABLE OF CONTENTS

Sr No	Description	Page No.
1	Quotation Bid Notice	3
2	General Tender Details	4
3	Mandatory information required for pre-qualification of the Bidder	6
4	Information for Bidders	7
5	Conditions for Micro, Small and Medium Enterprises (MSMEs)	9
6	General Conditions of RFP	11
7	Terms of RFP	17
8	Introduction about India Exim Bank	21
9	Scope of Work	22
10	Process of Selection	24
11	Submission of Bids	29
12	Evaluation of Bids	31
	<b>Annexures</b>	
13	Instructions to Bidders (Annexure I)	37
14	Letter of Proposal (Annexure II)	40
15	Undertaking from The Bidder (Annexure III)	42
16	Self-Declaration for Compliance (Annexure IV)	44
17	Declaration for Acceptance of RFP Terms and Conditions (Annexure V)	46
18	Declaration for Acceptance of Scope of Work (Annexure VI)	47
19	Eligibility Criteria of the Bidder (Annexure VII)	48
20	Detailed Profile (Annexure VIII)	51
21	Profile, Composition and Experience of Team Members (Annexure IX)	53
22	Commercial / Financial Bid Submission Form (Annexure X)	55
23	Form A - Commercial Proposal	57
24	Statement of Nil Deviations (Annexure XI)	58
25	Letter of Competence Format (Annexure XII)	59
26	Pre-Bid Query Format (Annexure XIII)	60
27	Letter for Refund of EMD (Annexure XIV)	61
28	Non-Disclosure Agreement (NDA) (Annexure XV)	62
29	Pre-Contract Integrity Pact (IP Agreement) (Annexure XVI)	68



## QUOTATION BID NOTICE

Export-Import Bank of India, a corporation established under the Export-Import Bank of India Act, 1981, having its head office at Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005 (hereinafter referred to as “EXIM Bank / India Exim Bank / the Bank”) which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its Affiliates, subsidiaries, successors and assigns.

India EXIM Bank invites bids from eligible bidders for “**Appointment of Concurrent Auditor for FY 2025-26 for Export Import Bank of India**”.

1. The mode of tendering is through e-Tendering at GeM portal. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.
2. Vendor registration can be done online at GeM portal.

### *3. CONTACT INFORMATION FOR E-TENDER PROCESS*

Government e Marketplace (GeM)

Help Desk Walk-In Address:

2nd Floor, Jeevan Tara Building, 5-Sansad Marg, Near Patel Chowk, New Delhi-110001 India

Landline Numbers:

Toll Free Numbers (Inbound): Call

1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat)

Helpdesk Outbound Nos: 07556681401, 07556685120, 01169095625

E-mail ID: [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in)

4. India EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

## GENERAL TENDER DETAILS

Tender Document for	Appointment of Concurrent Auditor for FY 2025-26 for Export Import Bank of India
Tender Reference No.	Refer GeM portal
EMD Amount & Mode of payment (DD)	₹ 1,00,000/- (Non-interest bearing)
Last date for acceptance of IP Agreement	Refer GeM portal
Place of Submission of DD & IP Agreement original document.	Head of Internal Audit Export Import Bank of India, Center One Building, 21 <sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	Refer GeM portal
Document Downloading Start Date	Refer GeM portal
Pre-Bid Meeting Date	Refer GeM portal
Document Downloading End Date	Refer GeM portal
Last Date and Time for Submission	Refer GeM portal
Technical Bid Opening Date	Refer GeM portal
Address for communication	Same as above
Contact details & E-mail	Ph. 022-22172600, Ext: - 2351 E-mail: <a href="mailto:rahul.s@eximbankindia.in">rahul.s@eximbankindia.in</a> <a href="mailto:iag@eximbankindia.in">iag@eximbankindia.in</a>
Place of Receipt of E-Tender	Refer GeM portal

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

The eligible Bidders may contact M/s Government e Marketplace (GeM) helpdesk team 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 India 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
4. Vendor registration can be done online at GeM portal. For any clarification kindly contact –  
Government e Marketplace (GeM)

Help Desk Walk-In Address:

2nd Floor, Jeevan Tara Building, 5-Sansad Marg,  
Near Patel Chowk, New Delhi-110001 India

Landline Numbers:

Toll Free Numbers (Inbound): Call  
1800-419-3436 / 1800-102-3436  
(9:00 am - 10:00 pm Mon to Sat)

Helpdesk Outbound Nos: 07556681401, 07556685120, 01169095625

E-mail ID: [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in)

## Mandatory information required for pre-qualification of the Bidder

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

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

*Signature of the Authorized Signatory*

[Authorized Signatory Name and Designation]

*Name and Address of the Firm:*

**Company Seal:**

**Date:**

**Place:**

## INFORMATION FOR BIDDERS

1. Bids shall be submitted online only at GeM portal.
2. The bidders can enroll themselves at GeM portal. Possession of a Valid Class II / III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site.
3. The 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 that all formats asked as per Sr No 4 and 5 of tender document are properly uploaded online at GeM portal.
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, India 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.
8. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design,

specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

9. The bidder or his agent must have an office in Mumbai, India. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.

## 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 March 23, 2012, by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following 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. MSMEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. Bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods / items to be supplied as per Tender.
3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
5. The MSMEs registered with above mentioned agencies / bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees. The EMD shall be payable

through Demand Draft only in favour of “Export Import Bank of India”.



## **GENERAL CONDITIONS OF RFP**

### **1. COSTS TO BE BORNE BY RESPONDENTS**

All costs and expenses incurred by Respondents / bidder in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations etc. and providing any additional information required by Export-Import Bank of India, will be borne entirely and exclusively by the Respondent.

### **2. ERRORS AND OMISSIONS**

Each Recipient should notify Export-Import Bank of India of any error, fault, omission, or discrepancy found in this RFP document but not later than 10 days prior to the due date for lodgment of Response to RFP.

### **3. QUERIES TO BE ADDRESSED**

The Bidders are required to direct all communications related to this RFP, through the Nominated Point of Contact person:

Contact : Mr. Rahul Singh  
Designation : Manager, IAG  
Email : rahul.s@eximbankindia.in  
Telephone : 022-22172351

India EXIM Bank in its absolute discretion, may seek additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should provide details of their contact person, telephone, email, and full address (s) to ensure that replies to RFP could be conveyed promptly.

If India EXIM Bank in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then Export-Import Bank of India reserves the right to communicate such response to all Respondents.

India EXIM Bank in its absolute discretion, may engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

#### 4. OTHER TERMS

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service Provider in the Contract) as selected by India Exim Bank. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Penalty for use of Undue influence:** The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the India Exim Bank or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Export-Import Bank of India.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the India Exim Bank or to any other person in a position to influence any officer/employee of India Exim Bank for showing any favor in relation to this or any other contract, shall render the Service Provider to such liability/penalty as India Exim Bank may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by India Exim Bank.

4. **Termination of Contract:** India Exim Bank shall have the right to terminate this Contract in part or in full in any of the following cases:
  - (a) The Bidder is declared bankrupt or becomes insolvent.
  - (b) India Exim Bank has noticed that the Service Provider has utilized the services of any Indian / Foreign agent in getting this contract and paid any commission to such individual/company etc.
  - (c) With mutual agreement
5. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email, addressed to the last known address of the party to whom it is sent.
6. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks, and payments for any other industrial property rights. The Service Provider shall indemnify India Exim Bank against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.
7. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
8. **Evaluation and Comparison of Bids:** The bidder meeting the General Eligibility Criteria will be considered for technical evaluation. The Bidder needs to comply with all the eligibility criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation.

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

- a. General Eligibility evaluation
- b. Technical specification evaluation
- c. Techno Commercial evaluation

**9. Notices to local bodies:**

The Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works. Attention of bidders is drawn to the relevant and extant instructions of Govt. Of India (GoI), GFR (General Financial Rules) issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the Firm / Organization and are required to be complied with. As per Central Vigilance Commission (CVC) directives, it is required that Firm / Organization observe the highest standard of ethics and do not resort to any corrupt or fraudulent practices during the procurement and execution of such contracts in pursuance of this policy:

- i "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
- ii "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Bank and includes collusive practice among Firm / Organization (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

10. The Bank reserves the right to reject a proposal for award if it determines that the Firm / Organization recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period as per the Bank's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract. During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Firm / Organization, as the case maybe, can do so only with the prior written concurrence of India Exim Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Firm / Organization during the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, the Bank reserves the unconditional right to insist the selected Firm / Organization to replace any team member with another (with the qualifications and competence as required by the Bank) during the Assignment pursuant to this RFP.

**11. Non-disclosure of Contract documents:**

Except with the written consent of India Exim Bank / Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample, or information thereof to any third party.

**12. Liquidated Damages**

In the event of the Bidder's / Service Provider's failure to submit the Bonds, Guarantees and Documents, supply the required services / stores / goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Bank may, at its discretion, withhold any payment until the completion of the contract. The Bank may also deduct from the BIDDER / Service Provider as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered stores / services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed

stores / services.

13. All applicants under the RFP absolutely, irrevocably, and unconditionally hereby indemnifies and undertakes to keep the Bank and / or its Directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgements, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by India Exim Bank and or its directors, officers, employees, agents, and representatives due to reason of
  - (a) breach, misconduct, omission, or
  - (b) negligence on the part of the Firm / Organization and or its directors, employees, in the performance of the Assignment including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right. The total liability of the selected Firm / Organization under this clause and contract shall not exceed the total contract value. The Indemnification shall survive the expiry or termination of the agreement between the Firm / Organization and the Bank.
14. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded to the successful bidder(s).
15. Any effort by a Bidder to influence Bank's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bid.

I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers. Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

## TERMS OF RFP

1. This Request for Proposal (RFP) document has been prepared solely for “Appointment of Concurrent Auditor for FY 2025-26 for India Exim Bank”. The RFP document is not a recommendation, offer, or invitation to enter into a contract, agreement, or any other arrangement in respect of the services. This document is meant to provide information only and upon the express understanding that the recipients / bidders will use it only for the purpose set out herein.
2. While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any liability to any person, including any applicant or bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid.
3. The bidders shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by the Bank, attendance of the meetings, etc. and India Exim Bank will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
4. The bidders must apply their care and conduct their investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
5. The Bank reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the bidders or any obligation to inform the affected bidders on the grounds for the Bank’s action or without assigning any reasons, whatsoever. The decision of the Bank shall be final, conclusive, and binding on all the bidders / parties directly or indirectly connected with the bidding

process and the same shall not be questioned / challenged.

6. The Bank also reserves the sole right for carrying out any amendments / modifications / changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the Bank's website / GeM portal and these will be binding on the bidders.
7. India Exim Bank reserves the sole right to cancel the RFP at any stage without assigning any reason.
8. Before tendering, the bidders are requested to carefully examine the tender bid documents, terms & conditions of the assignment, Terms of Reference, etc. and if there is or appears to be any ambiguity therein, they should immediately refer the matter to India Exim Bank, for clarification.
9. The proposal submitted by the bidder will remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP closing date.
10. The Bank shall hold a pre-bid meeting on the date and time mentioned in this document. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The bidders are expected to use the opportunity to have all their queries answered. No query will be entertained after the pre-bid meeting. The pre-bid queries are to be addressed to the contact details provided under 'General Tender Details'. The clarification is to be sought quoting page / clause no. of RFP. The text of the clarifications asked, and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank's website. It would be responsibility of the bidder to check the website before final submission of the bids.
11. Any tenders / bids received by the Bank after the deadline for submission of tenders prescribed by the Bank will be summarily rejected and returned unopened to the bidders. The Bank shall not be responsible for any delay or non-receipt / non-delivery of the documents to the Bank on or before the deadline.



12. From the time the proposals are opened to the time of appointment, bidders should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and appointment. Such an effort shall result in rejection of the bids.
13. All queries relating to the RFP, technical or otherwise, must be by written communication / email only and will be entertained by the Bank only in respect of the queries received up to the date and time specified in RFP. The Bank will respond to all the queries in the pre-bid meeting. Bank may, in its absolute discretion seek, but being under no obligation to seek, additional information or material from any bidder after the closure of RFP and all such information and material provided will be taken to form part of that bidder's response.
14. The Bank expects a single bidder to have in-house capabilities to deliver the scope as per the Terms of Reference. Formation of the consortium, joint venture, or association of Firm / Organization in whole or part with other firms shall not be permitted. In case the bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.
15. All intellectual property to be developed during the assignment shall be the exclusive property of India Exim Bank, and the Bank will have full authority and discretion towards the way it is utilized, with or without acknowledging the Consultant. Any pre-existing intellectual property of the bidder or IP that is created during the engagement but not intended for the client (incidental IP) will remain under the ownership of the bidder.
16. Confidentiality of all information, documentary or otherwise, gathered during the assignment shall be maintained by the firm, and shall not be disclosed to / shared with any third party without prior written consent of the Bank. Pursuant to completion of the assignment, the firm shall hand back to the Bank / destroy under confirmation to the Bank, all such information.

17. The bidder shall always, refrain from showing the report / work in progress or the completed report / work, to any person not authorized by India Exim Bank.
18. The bidder shall not divulge to any person not authorized by India Exim Bank and will not use for its own purposes, any information concerning the Bank, its staff, or the present assignment, which the Firm may have access to directly or indirectly during the assignment.
19. The proposed team for the assignment shall have
  - (a) at least 2 Chartered Accountants OR
  - (b) at least 1 ex-banker and 1 Chartered AccountantThe proposed team shall also comprise of at least 4 other minimum graduate audit assistants.
20. The bidder should upload the documents on GEM portal in an organized manner. 3 separate files for Eligibility criteria, Technical Evaluation and Annexures shall be uploaded.
21. Eligibility criteria and Technical Evaluation mentioned in the Buyer Added Bid Specific ATC will be considered final.

## INTRODUCTION ABOUT INDIA EXIM BANK

Export-Import Bank of India [Exim Bank] was set up in 1981 by an Act of Parliament and commenced business in March 1982. In its initial years, it engaged in only Export Credit Agency [ECA] business, mainly medium/long term post-shipment credit for project exports, along with some packing credit and overseas investment finance. With the opening of the Indian economy, it took up finance for export capability creation, spanning export marketing, R&D, export production, export facilitation etc. Over the past decade and a half, it has also assumed the role of the Government of India [GOI]'s policy instrument for its economic diplomacy initiatives viz. Lines of Credit, Buyer's Credit etc. Information on Bank's products & services and past financial performance can be accessed from the Bank's website: [www.eximbankindia.in](http://www.eximbankindia.in).

The Bank is wholly owned by the Government of India. Ministry of Finance, Government of India, specifically the Department of Financial Services, is the parent ministry of the Bank. Mission, Objectives, Role and Functioning of the Bank are prescribed by the Export-Import Bank of India Act, 1981, which also specifies the composition of the Board of Directors and the general superintendence and management of the Bank.

The Export-Import Bank of India Act defines the Bank's Objective as providing financial assistance to exporters and importers, and for functioning as the principal financial institution for coordinating the working of institutions engaged in financing export and import of goods and services to promote the country's international trade and for matters connected therewith or incidental thereto. Further, the Act also specifies that the Bank shall act on business principles with due regard to the public interest.

The Bank is regulated by the Reserve Bank of India. In its functioning, the Bank is guided by and implements all the relevant and applicable norms, instructions and guidelines of the Reserve Bank of India.

The Bank is operated through its Head Office at Mumbai and 12 domestic regional offices, 9 overseas representative offices and 1 branch in London.

## **OBJECTIVE OF THIS RFP:**

The objective of this RFP is to appoint an experienced Chartered Accountancy firm as the Concurrent Auditor of the Bank for FY 2025-26. The concurrent audit will include inter alia, monthly audit of Loans & Advances, Treasury & Investments, Guarantees, Letters of Credit, Borrowings and Revenue and Capital Expenses of the Bank's Head Office, Domestic Offices and Overseas Representative Offices.

## **SCOPE OF WORK**

To conduct monthly concurrent audits of various functional areas of the Bank at HO (Mumbai) and quarterly audit of various offices across India and overseas. The broad scope of work is as follows:

- i Rupee Investments
- ii. Foreign Currency Fund Management
- iii. Foreign exchange transactions (including audit of SWIFT messaging systems and its operations, checking of all SWIFT messages, including SBLCs issued)
- iv. Derivatives / Interest Rate Swaps / Forward Rate Agreements
- v. Guarantees (including checking correctness of guarantee commission charged and collected)
- vi. Loans & Advances including inter alia Revenue Audit to assess the extent of revenue leakage in respect of collection of fees (processing fees, service fees, documentation fees, commitment fees, upfront fees etc.), interest, penal charges, liquidated damages, additional interest/penal charges to be charged as per sanction terms on prospective or retrospective basis on account of any delay in creation of security stipulated e.g. Mortgage/ escrow/ pledge of shares etc., non-compliance with sanction terms, checking of principal repayment schedules in Finacle and advised to Borrowers, checking of the correctness of rate of interest entered in Finacle, reset details entered (spread and base rate, date of next interest reset) and interest rate related fields (inter alia whether SOFR/ other base rate reset are selected correctly) and/ or any other income leakage
- vii. Letters of Credit (LC) / Standby Letters of Credit (SBLC)

viii. Compliance with KYC norms

Lines of Credit (LOC) including, inter alia, loan documentation, compliance with conditions stipulated for government guarantee, recovery of commitment charges / management fees etc.

ix. Bank & Cash (i.e., receipts and payments including vendor payments for revenue and capital expenditure payments)

x. Housekeeping

- a. Inter-Office / Unit Control Accounts / Parking Accounts/opening of internal accounts.
- b. Overseas Representative Offices. (No physical visit is required)
- c. Domestic Regional Offices. (All DROs will be visited annually)

xi. Borrowings/Term Deposits/Bonds/CDs/ CPs/ Term Money.

xii. Maturity Pattern of Assets & Liabilities and computation of SLS, IRS, VAR, PV01, AGL & NOOP

xiii. Issuance of quarterly certificates pertaining to Reconciliation of Balances in SGL and CSGL Accounts.

xiv. Issuance of procedures report with regard to the controls identified by the Chief Representative Officer (“CRO”) of Johannesburg Representative Office of Export Import Bank of India in accordance with Directive 2 of 2022 issued by South African Reserve Bank (SARB).

xv. Compliance of BASEL III related disclosures including CRAR.

xvi. Checking of interest subsidy on pre-shipment credit, receivable from RBI.

xvii. Quarterly Special Audit of accounts under the Technology Upgradation Fund Scheme (TUFS).

xviii. Systems Audit of the Dealing Room operations of the Bank.

## **PROCESS OF SELECTION**

The process of selection would include the following:

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

## **Eligibility**

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

The bidder or its subsidiaries / associates shall not be currently involved in Concurrent, Statutory or Operational Risk audit of India EXIM Bank. If the firm was involved in Statutory, Concurrent or Operational Risk audit of India EXIM Bank in the past but a one-year cooling period has not elapsed since the completion of that contract, such firms are not eligible.

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

## **Technical Evaluation**

i. The objective of designing this evaluation method is to facilitate the selection of the most technically capable Bidder / Service provider, which can appropriately meet the business / audit requirements of the India Exim Bank. The bidders would be screened based on General Eligibility Criteria. Post qualification of a Bidder on these criteria, bid would be evaluated on technical soundness. All bids shall be evaluated by an Evaluation Committee set up for this purpose by India Exim Bank.

ii. The first stage of evaluation will be evaluating the technical proposals of the shortlisted bidders after the eligibility screening. The bidders scoring less than 75 marks (cut-off marks) out of 100 marks in the technical evaluation shall not be considered for further evaluation. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will be invited for next stage of techno-commercial evaluation process.

iii. The decision of India Exim Bank with respect to evaluation would be final and binding on all the Bidders to this document. India Exim Bank may accept or reject an offer without

assigning any reason whatsoever.

iv. The Technical bid would be rated on a total score of 100 and the ranking of technical score would be derived for each Bidder.

### **Techno - Commercial Evaluation**

i. Commercial Bid will be opened only if the Technical Bid is cleared and accepted.

ii. India Exim Bank reserves the right to modify / amend the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation, Exim Bank may seek specific clarifications from any or all the Bidders.

iii. India Exim Bank's decision with respect to evaluation methodology will be final and binding and no claim, whatsoever, in this regard will be entertained.

iv. India Exim Bank also reserves the right to re-issue / re-commence / cancel the Bid/Bid process. Any decision in this regard by India Exim Bank shall be final, conclusive, and binding on the Bidders.

v. At the sole discretion and determination of the India Exim Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this tender. The evaluation of the response to this tender will be done on a 70-30 techno-commercial evaluation method. 70% weightage is to the response to Table below –

“Technical Bid evaluation criteria” and 30% weightage is to the response to “Commercial Bid”. The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology is given below:

#### **Calculation of Combined Score**

$$\text{Combined Score} = 70 \times (\text{ETS})/(\text{HTS}) + 30 \times (\text{LR}/\text{R})$$

**HTS** = Highest evaluated technical score among the qualified bidders

**ETS** = Evaluated technical score of the bidder

**LR** = Lowest rate quoted among the qualified bidders

**R** = Rate quoted by the bidder



vi. The bidder scoring the highest marks based on the criteria given above will be awarded all the assignments given in the scope of work.

vii. Commercial Bid of only technically qualified bidders will be opened. The date and time which will be communicated to the qualified Bidders in due course.

viii. If the bidder fails to score for any line item in minimum technical specification, the India Exim Bank reserves the right to score them '0' (zero).

## **SPECIAL CONDITIONS OF TENDER**

1. **Advance Payments:** No advance payment(s) would be made.

The payments will be made on submission of the monthly and quarterly concurrent audit reports subsequent to submission of GST invoice of the same.

### **2. Force Majeure clause:**

a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of action of these circumstances and their consequences.

c) The party, for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.

d) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

### **Other Audit Related Information**

#### **Auditors:**

The audit should be conducted by auditors with necessary qualifications [such as CA ] and adequate experience in the audit areas identified in the scope and must possess functional knowledge of Banking domain.

#### **Audit Findings & Reports:**

The deliveries should be effected i.e. Audits should commence from April 2025 and onwards.

The selected bidder, before starting of Audit, may finalize the checklist viz-a-viz Exim Bank's current Concurrent Audit Policy. The audit checklist and audit procedures must be shared along with the audit report.

Deliverables Under the Concurrent Audit – the Bidder / Service Provider will deliver the following indicative reports that should be covered for the area-wise auditing-

- Concurrent Audit Report for Head Office (Advances & Expenses)- Monthly.

- Concurrent Audit Report on Treasury Operations - Monthly.
- Concurrent Audit Report for Domestic Regional Offices - Quarterly.
- Concurrent Audit Report for Overseas Representative Offices - Quarterly.
- Concurrent Audit Report of Technology Upgradation Fund Scheme. (TUFS)-Quarterly
- Concurrent Audit Report for Systems Audit of Dealing Room Operations- Annually
- Issuance of procedures report with regard to the controls identified by the Chief Representative Officer (“CRO”) of Johannesburg Representative Office of Export Import Bank of India in accordance with Directive 2 of 2022 issued by South African Reserve Bank (SARB) – Annually
- Issuance of certificates pertaining to Reconciliation of Balances in SGL and CSGL Accounts. - Quarterly
- Issuance of certificate for verification of BASEL III related disclosures - Quarterly

## **SUBMISSION OF BIDS**

Rules for Responding to this RFP -

1. The firms / bidders should use the formats prescribed by the Bank for submission of the RFP Response. Documents not required as part of the Tender should not be provided.
2. All bid responses would be deemed to be irrevocable offers / proposals from the firms / bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder / firm. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.
3. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
4. If related parties (as defined below) submit more than one bid, then both/all bids

submitted by related parties are liable to be rejected at any stage at the Bank's discretion:

- a) Bids submitted by the holding company and its subsidiary.
  - b) Bids submitted by one or more companies having common director/s.
  - c) Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
  - d) Bids submitted by one or more companies in the same group of promoters/ Management.
  - e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.
5. The Commercial Proposal shall be submitted as per the format attached at **Annexure X**. The project's total contract amount shall be a fixed lump sum amount including fees, all expenses and including GST and other taxes, if any. The amount should be quoted in Indian Rupees only. The commercial proposal shall not include any conditions attached to it and any such conditional commercial proposal shall be rejected summarily.

## **EVALUATION OF BIDS**

### **Opening of Bids**

The bids received within the prescribed date and time will be opened as per schedule mentioned in the 'General Tender Details' page given at the beginning of the RFP. During the opening of the bids, the bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the bidders for deputing their representatives. The representative must submit an authority letter authorizing him/ her to represent and attend the Bid opening on behalf of the firm. The authorized representative having photo identification, present shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the bidders.

### **Preliminary Scrutiny**

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The firms meeting the eligibility criteria will be taken forward to the next stage of technical evaluation.

### **Technical Evaluation**

The technical bid submitted will be evaluated by a Selection Committee of the Bank. The Selection Committee would undertake a discussion / presentation with the bidders on the understanding of the key challenges before the Bank, proposed Approach and Methodology to be adopted, experience of proposed team, delivery time etc. The technical capabilities and competence of the firm should be clearly reflected in the discussion / presentation. The Bank will inform the date, time, and venue of the discussion / presentation to the companies / firms that have met the eligibility criteria.

It may be noted that the key members of the team proposed in the Technical Proposal (in **Annexure IX**) will need to necessarily be made available to the Bank for delivery of the assignment and they should be present during the presentation. During the course

of the discussion / presentation, the Bank has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need. The Bank reserves the right to review the decision of appointment in the event the Bank is not satisfied with the performance.

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

Sr. No.	Evaluation Criteria	Evaluation Parameters	Maximum Marks
1.	<b>Existence of the Firm</b>  Registration of the firm with ICAI  20 to 25 years = 3 Marks >25 to 30 years = 7 Marks > 30 years = 10 Marks	As per eligibility Criteria	<b>10 Marks</b>
<b>2.</b>	<b>Number of Partners &amp; CAs and length of association of existing partners with the firm and number of Full Time Chartered Accountants</b>		<b>20 Marks</b>
A	Number of Partners  Upto 10 = 2 Marks 11 to 15= 3 Marks >15 = 5 Marks	As per eligibility Criteria	5 Marks
B	Average length of association of partners  7 to 10 years = 2 Marks >10 to 15 years = 3 Marks >15 = 5 Marks	Self Declaration on Company's letter head.	5 Marks
C	Number of full time CAs (including partners) at the firm in Mumbai office.  10 to 15 = 2 Marks 16 to 20= 3 Marks >20= 5 Marks	Self Declaration on Company's letter head with list of CAs along with CVs of the personnel.	5 Marks

Sr. No.	Evaluation Criteria	Evaluation Parameters	Maximum Marks
D	Composition of the proposed team (excluding signing partners) to be deployed for this assignment in Mumbai (based on a) number of CAs and/ or b) number of ex-bankers with experience in Corporate Banking and/or Treasury Operations.  2 to 3 = 2 Marks 4 to 5 = 3 Marks >5 = 5 Marks	Self Declaration on Company's letter head with names and experience of the proposed team along with CVs of the team members.	5 Marks
<b>3</b>	<b>Offices in Mumbai and other major metros</b>		<b>10 Marks</b>
A	Number of partners posted in Mumbai  5 to 10 = 2 Marks 11 to 15 = 3 Marks >15 = 5 Marks	Self Declaration on Company's letter head.	5 Marks
B	Offices in metro cities (including Mumbai)  1 to 2 = 2 Marks 3 to 5 = 3 Marks >5 = 5 Marks	Self Declaration on Company's letter head.	5 Marks
<b>4</b>	<b>Experience of the Firm in undertaking Concurrent Audit and Statutory Audit in the period April 01, 2022 to March 31, 2025.*</b>		<b>20 Marks</b>
A	Experience of the firm in carrying out concurrent audit of Indian Scheduled Commercial Banks / Financial Institutions  3 to 5 = 3 Marks 6 to 10 = 6 Marks >10 = 8 Marks	Self Declaration on Company's letter head along with work orders and work completion certificate.	8 Marks
B	Experience of the firm in carrying out statutory audit of Indian Scheduled Commercial Banks / Financial Institutions.  3 to 4 = 3 Marks 5 to 10 = 5 Marks >10 = 7 Marks	Self Declaration on Company's letter head along with work orders and work completion certificate.	7 Marks

Sr. No.	Evaluation Criteria	Evaluation Parameters	Maximum Marks
C	Number of current clients, which are Scheduled Commercial Banks (SCBs)/Financial Institutions.  1 to 3 = 2 Marks 4 to 7 = 3 Marks >7 = 5 Marks	Work orders received from the SCBs/FIs	5 Marks
<b>5</b>	<b>Average turnover in the past 3 years i.e. 2021-22, 2022-23 and 2023-24</b>		<b>10 Marks</b>
A	Average turnover from audit activities (₹ in crore)  5 to 9 crore = 2 Marks >9 to 15 crore = 3 Marks >15 crore = 5 Marks	As per Eligibility Criteria	5 Marks
B	Average total turnover (₹ in crore)  7 to 10 crore = 2 Marks >10 to 15 crore = 3 Marks >15 crore = 5 Marks	As per Eligibility Criteria	5 Marks
<b>6</b>	<b>Presentation made to the Bank's Management by the Eligible Firms</b>		<b>30 Marks</b>
	<b>TOTAL</b>		<b>100 Marks</b>

*\*For evaluation, 'Scheduled Commercial Banks/Financial Institutions' in India excludes Co-operative Banks, Regional Rural Banks, NBFCs, Small/Payment Banks, Fintech companies, Insurance Companies.*

**Note:** The Bidder/ Vendor should meet the technical specification as per scope of work. In case of non-compliance to any one of the technical specifications, **India Exim Bank reserves the right to score them '0' (zero).**



## **Opening of Financial Bids and Combined Score**

The evaluation criteria will be based on Quality and Cost Based Selection (QCBS) on 70:30 valuation [Techno-Commercial]. Financial proposals of only those bidders who are technically qualified (scoring 75 and above) shall be opened on the date and time to be advised to the qualified bidders, in the presence of the bidders and / or their representatives who choose to attend. The Bank, at its sole discretion, may also choose to lower the minimum score from 75 marks for technical qualification. The marks scored in the technical bid which essentially rates the bidder on technical criteria will be given a weightage of 70%. The financial bids will be given a weightage of 30%. The final score of technical and financial will determine the ranking of the bidder, who are technically qualified. In case of a tie in the final score between bidders, the bidder with a higher technical score will be given a higher rank. The final score will be calculated as per the calculation methodology given below:

### **Calculation of Combined Score**

$$\text{Combined Score} = 70 \times (\text{ETS})/(\text{HTS}) + 30 \times (\text{LR}/\text{R})$$

**HTS** = Highest evaluated technical score among the qualified bidders

**ETS** = Evaluated technical score of the bidder

**LR** = Lowest rate quoted among the qualified bidders

**R** = Rate quoted by the bidder

## **Notification of Outcome**

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

The selected firm shall sign the contract within ten days and is expected to commence the assignment soon thereafter. The contract will have usual terms and conditions for execution of this type of assignment. If the selected firm based on highest combined score fails to enter into a contract due to whatsoever reasons, the Bank will invite the next ranked bidder for negotiations and award of the contract. The assignments shall be completed within the time stipulated by India Exim Bank. The contract may be extended by a further period up to a maximum of two years, at the sole discretion of India Exim Bank, subject to satisfactory yearly performance review of the firm after the deliverable.

**ANNEXURE I**

**INSTRUCTIONS TO BIDDERS**

<b>1</b>	<b>Location</b>
	Export-Import Bank of India, 21 <sup>st</sup> Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400005, and Regional Offices across pan India.
<b>2</b>	Bidders must get acquainted with the proposed work, specifications, conditions of contract, and other conditions carefully before tendering. The Tenderer shall email clarifications. No request for any change in conditions shall be entertained after the pre-bid date of the tender.
<b>3</b>	Any printing or typographical errors / omission in the tender document shall be referred to India EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.
<b>4</b>	All costs and expenses incurred by respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent.
<b>5</b>	Respondents should provide details of their contact person, telephone, fax, email, and full address(s) to ensure that replies to RFP could be conveyed promptly.
<b>6</b>	<b>Transfer of Tender Documents</b>
	Transfer of tender documents purchased / downloaded by one intending Bidder to another is not permitted.
<b>7</b>	<b>Contract</b>
	<p>a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other bidder.</p> <p>b) The Supplier / Selected Bidder shall not use any documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract</p>

<b>8</b>	<b>Payments</b>
	<p>a) No advance amount will be paid under this assignment. The payment will be made only after receiving the Hard-Copy Invoice after the submission of final reports.</p> <p>b) The applicable TDS will be recovered from the invoice amount while making payments and Form-16 will be issued in due course.</p> <p>c) All invoices will be paid by the Bank within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.</p>
<b>9</b>	<b>Signing of the contract</b>
	<p>a. Pre-Contract Integrity Pact [Integrity Pact Agreement (IPA)] to be executed by bidder as per format at Annexure XVI and to be enclosed along with the bid document.</p> <p>b. The successful Bidder shall be required to execute a non-disclosure agreement (NDA) with India Exim Bank upon receipt of the notice of acceptance of offer, as per format at Annexure XV. In the event of failure on the part of the successful Bidder to sign the agreement within the stipulated period, the Bank may cancel the order.</p> <p>c. Until the Agreement is formally signed, the Work Order / Letter of Acceptance of tender issued to the successful Bidder and accepted by him may be operative and binding on India EXIM Bank and the Service Provider.</p> <p>d. On acceptance of the tender, the name of the accredited representatives of the Bidder, who would be responsible for taking instructions from India EXIM Bank, shall be mentioned by the Bidder.</p>
<b>10</b>	<b>Termination of the Contract</b>
	<p>The Bank has the right to reduce or increase the scope of work. The Bank may give three months' notice period for termination of contract if the service is not satisfactory to the Bank.</p>

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

Sign:

Date:

Place:

## **LETTER OF PROPOSAL**

(On Company Letterhead)

Date: [insert day, month, and year]

Location:

**To:**

**Head of Internal Audit  
Export- Import Bank of India,  
Floor 21, Centre One  
Building, World Trade  
Centre, Cuffe Parade,  
Mumbai 400 005**

We, the undersigned, apply for (Tender Ref: \_\_\_\_\_) Appointment of Concurrent Auditors for FY 2025-26 as per the RFP document and declare that:

- (a) We have examined and have no reservations to the RFP document. We have no conflict of interest for undertaking the proposed assignment.
- (b) We meet the eligibility requirements as stated in the RFP document. We confirm that we have the requisite in-house expertise to carry out the proposed assignment.
- (c) We confirm that we have not defaulted in any loan to any Bank/FI and our account has not been classified as Non-Performing Asset (NPA) with any Bank/FI. We further confirm that none of our companies/promoters/directors/partners in India appear in ECGC Specific Approval List, RBI Caution List, RBI Willful Defaulter List (Suit filed as well as non-suit filed) and CIBIL Defaulter List, updated from time to time. On being included in any of the above lists, we shall immediately inform Exim Bank on the inclusion and reason for inclusion thereof.
- (d) We confirm that our firm has not been banned/ debarred / blacklisted or declared ineligible for corrupt and fraudulent practices by the Govt. Of India, State Govts / RBI / ICAI and Multilateral agencies such as the World Bank, Asian Development Bank, African Development Bank. We also note to inform the Bank immediately if the above actions are taken against our firm during the entire bidding process.

- (e) We understand that you may cancel the selection process at any time and that you are not bound to accept any Application that you may receive without incurring any liability to the Applicants.
- (f) All information, statements and description contained in the Application are in all respect true, correct, and complete to the best of our knowledge and belief. We understand that misrepresentation of facts in our application and contravention to any of the terms and conditions of RFP may lead to rejection of our application.

**Signed** *[insert signature(s) of an authorized representative(s) of the Applicant]*

*Name [insert full name of person(s) signing the Application]*

**In the capacity of** *[insert capacity of person(s) signing the Application]*

**Address** *[insert street number/town or city/country address]*

**Dated on** *[insert day number] day of [insert month], [insert year]*

**UNDERTAKING FROM THE BIDDER**  
*(On Company Letterhead)*

Date: [insert day, month, and year]

Location:

*To,*

**Head of Internal Audit,  
Export- Import Bank of India,  
21st Floor, Centre One, World Trade Centre,  
Cuffe Parade, Mumbai 400 005**

Dear Sir,

**Ref:** Appointment of Concurrent Auditors for FY 2025-26 at India EXIM Bank as per the RFP document (Tender Ref: dated)

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub Service Providers without the prior approval of India EXIM Bank.

I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, octroi, LBT, VAT, GST, Duties, all Royalties, and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree India Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from India Exim Bank, during the work, India Exim Bank reserves the right to terminate my contract.



Yours truly,

*Signature of the Authorized Signatory*

[Authorized Signatory Name and Designation]

*Name and Address of the Firm:*

*Company Seal:*

## SELF - DECLARATION FOR COMPLIANCE

(On Company Letterhead)

Date: [insert day, month, and year]

Location:

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. In India, the 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 comply with the Export-Import Bank of India's policies, procedures, and security measures during the contract period.
6. My company will produce all documents for the verification process as per Exim Bank's requirements and various audit compliance.

Only Bidders that fulfil all the eligibility criteria, as mentioned above, are eligible to participate in this Bid. The Bidders / Service Provider should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders, who do not fulfil any of the eligibility criteria as stated in full, will be summarily rejected. Firms fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation.

The Bank's discretion on 'Eligibility Criteria' is final.

**Note to Vendors/ Bidders:**

All the support documents need to be submitted duly indexed / numbered sequentially in the above order with respective eligibility criteria. The Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the bid(s), if required.

**Signature of the Authorized Signatory**

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

**Company Seal:**

**DECLARATION FOR ACCEPTANCE OF RFP TERMS & CONDITIONS**

**(On Company Letterhead)**

Date: [insert day, month, and year]  
Location:

To,

**Head of Internal Audit  
Export-Import Bank of India  
Floor 21, Centre 1 Building  
World Trade Centre, Cuffe Parade  
Mumbai - 400005**

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document (Tender Ref: \_\_\_\_\_ dated \_\_\_\_\_) for selection of a vendor for Request for Proposal for "Appointment of Concurrent Auditors for FY 2025-26 at India EXIM Bank". I declare that all the provisions of this RFP/Tender Documents are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Signature of the Authorized Signatory  
**[Authorized Signatory Name and Designation]**

Name and Address of the Firm:

Company Seal:

**ANNEXURE VI**

**DECLARATION FOR ACCEPTANCE OF SCOPE OF WORK**

**(On Company Letterhead)**

Date: [insert day, month, and year]

Location:

To,

**Head of Internal Audit  
Export-Import Bank of India  
Floor 21, Centre 1 Building  
World Trade Centre, Cuffe Parade  
Mumbai - 400005**

Dear Sir,

I have carefully gone through the "Scope of Work" contained in the RFP document (Tender Ref: \_\_\_\_\_ dated \_\_\_\_\_) for selection of vendor for Request for Proposal for "Appointment of Concurrent Auditors for FY 2025-26 at India EXIM Bank ". I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Signature of the Authorized Signatory  
**[Authorized Signatory Name and Designation]**

*Name and Address of the Firm:*

*Company Seal:*

**ELIGIBILITY CRITERIA OF THE BIDDER**

The following format must be filled by the Bidder and must be submitted along with the technical bid and relevant documentary proof.

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>
1.	The bidder should be a CA firm (Company / Partnership Firm / LLP under the Indian Companies Act 2013 or Partnership Act 1932 or Indian LLP Act 2008) and should have an office in Mumbai. The bidder should be registered with Institute of Chartered Accountants (ICAI) and in existence for a period of at least 20 years as on the RFP issuance date.	Company's Registration document and valid address proof / relevant document for Mumbai office.
2.	Bidder should have minimum of 10 Partners (Chartered Accountants registered as Members of ICAI) in India (where constitution is partnership / LLP) and 15 full-time professional staff who are qualified Chartered Accountants (including Partners).	Self-declaration to be submitted on organization's letter head along with the details such as Names of Partners, etc.
3.	The bidder should be a CA Firm with an average annual revenue (including GST) of at least ₹ 7 crore per annum in the last three financial years i.e. 2021-22, 2022-23 and 2023-24.  <i>(MSMEs shall get exemption only in eligibility criteria and Technical Evaluation shall be done on the basis of factuals only).</i>	Copies of Audited Balance sheet for last three financial years or certificate from an independent Chartered Accountant certifying the turnover for financial years i.e. 2021-22, 2022-23 and 2023-24 stating income from audit activities, separately.
4.	The firm should be well acquainted with Banking regulations of India and should have undertaken similar assignments (Statutory Audit / Concurrent Audit) for at least three Indian Scheduled Commercial Banks / Indian Financial Institutions for the period April 01, 2022 to March 31, 2025.	Completion certificate from the client. In the absence of completion certificate, self declaration on its letter head along with a copy of the contract/detailed work order and contact details of key officials at client's end who may be contacted for confirmation of credentials.
5.	The bidder must have a full-fledged office in Mumbai for at least last ten years, with at least five partners stationed in Mumbai.	Shop Establishment Certificate shall be uploaded. Declaration regarding five partners stationed in Mumbai with details.
6.	The firm should not have been banned/blacklisted/barred/ disqualified/	Self-Declaration by the firm on its letter head.

	prohibited by Govt. of India/State Govts/ Multilateral agencies/NFRA/ICAI. The firm should not have defaulted to Banks/FIs in India in payment of dues.	
7.	The bidder or its subsidiaries/associates shall not be currently involved in the Statutory, Concurrent or Operational Risk Audit activity with EXIM Bank. If the firm had undertaken Statutory, Concurrent or Operational Risk audits of EXIM in the past but a one year cooling period has not lapsed since the completion of that contract, such firms are not eligible.	Self-declaration on firm's letter head with sign and stamp.
8.	The Bidder to provide an undertaking on its letter head that all the technical features highlighted as part of 'Technical bid criteria' are covered in totality in the proposal submitted by the bidder.	Letter of Proposal from Bidder with suitable mapping under different audit segments.
9.	The bidder is to submit a duly signed Non-Disclosure Agreement (NDA) in original.	The firm to submit Non-Disclosure Agreement (NDA), as per <b>Annexure XV</b> . Scanned copy to be uploaded on the E-tender portal. Original document to be sent to India Exim Bank, Head Office, Mumbai, as mentioned in the tender document.
10.	The bidder is to submit a duly signed Integrity Pact Agreement (IPA).	The firm to submit Pre-Contract Integrity Pact, as per <b>Annexure XVI</b> . Scanned copy to be uploaded on the E-tender portal. Original document to be sent to India Exim Bank, Head Office, Mumbai, as mentioned in the tender document.
11	The bidder is to submit duly signed and stamped copies of the Annexures I to XII. (Except FORM A of Annexure X).	The Annexures have to be submitted on the firm's letter head.

**For evaluation, 'scheduled commercial banks/Financial Institutions' in India excludes Co-operative Banks, Regional Rural Banks, NBFCs, Small/Payment Banks, Fintech companies, Insurance Companies.**

Apart from above, the bidder is required to meet the following minimum eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below –

- Bidder must have Pan India presence and should have office in Mumbai. (Please provide the details such as address of the office, contact no. of the office, number

of & level of technical staff working at these places etc.)

- The Core Audit Team proposed by the Service Provider/ bidder should be employees on the rolls of the Service Provider/ bidder. No part of the engagement shall be outsourced by the selected Service Provider/ bidder to third party vendor.
- Bidder response should be complete; Yes / No answer is not acceptable.
- Documentary proof, sealed and signed by authorized signatory, must be submitted.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
- Only Bidders who fulfil ALL the eligibility criteria as mentioned above are eligible to participate in this Bid. The Bidders should submit their responses along with documentary evidence (sealed and signed by authorized signatory and self-declaration), as required for the above eligibility criteria. The Bidders who do not qualify for eligibility criteria shall get 'zero' marks in technical evaluation.
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approvals of the clients in advance before submission of the related information. India EXIM Bank will not make any separate request for submission of such information.
- Proposals of those bidders, which do not fulfil any of the eligibility criteria as stated in full or non-submission of documentary proof, will be summarily rejected. India Exim Bank's discretion on 'Eligibility Criteria' is final.

All the support documents need to be submitted duly indexed/numbered sequentially in the above order with respective eligibility criteria. India EXIM Bank reserves the right to call for additional documents/ supporting documents from the vendors/ bidders after opening the technical bid(s), if required.

Signature of the Authorized Signatory

[Authorized Signatory Name and Designation]

Name and Address of the Firm:

Company Seal:



**ANNEXURE VIII****DETAILED PROFILE**

Date: [insert day, month, and year]

Location:

To,

**Head Of Internal Audit,  
Export- Import Bank of India,  
21<sup>st</sup> Floor, Centre One,  
World Trade Centre,  
Cuffe Parade, Mumbai 400 005**

Tender Ref. No: \_\_\_\_\_ – Appointment of Concurrent Auditors for FY 2025-26 at India Exim Bank.

Having examined the above tender including all **Annexures**, the undersigned submit the following information and supporting document for technical evaluation.

<b>COMPANY DETAILS</b>	
Year of establishment of company	
Location of Registered Office	
Name and address of other office locations in India	
Year of Registration with ICAI	
Turnover of the firm (in ₹ crores) (Not inclusive of the turnover of associate companies)	Latest three years audited statements
Net profit in ₹ crores (from Indian operations only)	Latest three years audited statements
No of Fulltime employees	
No of Part-time employees	

**Assignment / Work order copy is attached herewith Details of the last three financial years (FY 2021-22, 2022-23 & 2023-24) Concurrent/ Statutory Audit Assignments**

<b>Experience - Concurrent Audits/Statutory Audits (Last Three Years)</b>			
<b>Sr. No</b>	<b>Organization / Company Name</b>	<b>From - To Date</b>	<b>Location</b>
1			
2			
3			

**PROFILE, COMPOSITION AND EXPERIENCE OF TEAM MEMBERS**

**i. TEAM PROFILE**

For the full duration of the assignment, the project leadership and the project team should be detailed in the format given below.

Sr. No	Name of Proposed Engagement Manager/ Proposed Team Member	Prof. Qual.	Certifications/ Accreditations	Concurrent /Statutory audit experience (Mention if he / she has worked in India Exim Bank earlier) In terms of years and areas of expertise	Number of similar assignments involved in Public Sector Banks/FIs in India
1					
2					
3					

1. Employee should be on permanent Pay Roll of the company.
2. Ad-hoc / Temporary staff or other outsources / organization should not be included.

**ii. PROPOSED LIST OF DEDICATED PERSONNEL**

Sr. No.	Name	Age	Qualification	Experience relevant to RFP	Proposed Role in the Team
	Senior Management				
1.					
2.					
	Middle Management				
1.					
2.					
	Junior Management				
1.					
2.					

Note: Brief CVs/Resumes to be enclosed for each of the team member mentioned in the table above.

A list of key personnel to be deployed for the assignment to be furnished with details as per the table above.

India Exim Bank shall reserve the right to seek the change of resource personnel in case on need.

Yours sincerely,

*Signature of the Authorized Signatory*

[Authorized Signatory Name and Designation]

*Name and Address of the Firm:*

**Company Seal:**

**Date:** [insert day, month, and year]

*Location:*

**COMMERCIAL / FINANCIAL BID SUBMISSION FORM**

(On Company Letterhead)

Date: [insert day, month, and year]

Location:

To,

**Head of Internal Audit  
Export-Import Bank of India  
Floor 21, Centre One Building  
World Trade Centre, Cuffe Parade  
Mumbai - 400005**

**Ref. No:** RFP No. dated \_\_\_\_\_

We, the undersigned, offer to “Appointment of Concurrent Auditors for FY 2025-26 at India EXIM Bank” in accordance with your tender.

Having examined the tenders including all Annexure and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the terms mentioned in the Request for Proposal and the other schedules of requirements and services for India Exim Bank in conformity with the said tenders in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender. We are hereby submitting our Commercial / Financial Proposal.

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

- a) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- b) We agree to abide by this Commercial Proposal for 180 days from the date of the Financial Bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- c) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

- d) We agree that India Exim Bank is not bound to accept the lowest or any Bid the Bank may receive.
- e) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that India Exim Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

Form A includes the substance of our financial bid and is inclusive of all applicable taxes except GST.

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

Yours sincerely,

*Signature of the Authorized Signatory*

[Authorized Signatory Name and Designation]

*Name and Address of the Firm:*

**Company Seal:**

## **FORM A - COMMERCIAL PROPOSAL FORMAT**

Provide a summary of Cost as per the following format:

Sr. No.	Particulars	Cost of 1 <sup>st</sup> year audit in ₹ (A) (including all taxes)	Cost of 3 years of audit in ₹ (Ax3) (including all taxes)
1.	Concurrent Audit Fees per year		
	<b>Total*</b>		

**\*The same amount quoted should be quoted on the GeM portal (Financial / Price Bid Section)**

### **Terms and Conditions**

- In case there is a mismatch between the words and figures, the amount mentioned in words will be considered.
- Any financial proposal which is conditional and / or qualified or subject to suggestions will be summarily rejected.
- The Minimum fee to be quoted for the assignment is ₹ 59 Lakh (including GST) per annum.
- This is a fixed price contract. All prices should be quoted in ₹ only. Total cost will be inclusive of GST and other applicable taxes, if any.
- The pricing offered in this tender shall remain fixed and unchanged for a period of three years from the year of contract execution. No adjustments or modifications to the pricing structure shall be made during this period, ensuring consistency and stability in costs for the duration of contract.
- Hard copy of Form A- Commercial Proposal Format should not be submitted. The Commercial bid amounts should be mentioned only on the GeM portal (Financial/Price bid section).

**ANNEXURE XI**

**STATEMENT OF NIL DEVIATIONS**

**(On Company Letterhead)**

Date: [insert day, month, and year]

Location:

To,

**Head of Internal Audit  
Export-Import Bank of India  
Floor 21, Centre 1 Building  
World Trade Centre, Cuffe Parade  
Mumbai - 400005**

Dear Sir,

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

Yours faithfully,

**Signature of the Authorized Signatory**

[Authorized Signatory Name and Designation]

**Name and Address of the Firm:**

**Company Seal:**



**LETTER OF COMPETENCE FORMAT**

[To be executed on a non-judicial stamp paper]

'Letter of Competence' for Quoting against India EXIM Bank's RFP No. \_\_\_\_ dated \_\_\_\_ for "Appointment of Concurrent Auditors for FY 2025-26 at India EXIM Bank."

This is to certify that we [**Insert the name of Bidder**], Address \_\_\_\_\_ is fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This recommendation is being made after fully understanding the objectives of the project and requirements like experience etc.

We certify that the quality and number of resources to be deployed by us for implementation will be adequate for the for the Concurrent Audit assignment and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.

*Signature of the Authorized Signatory*

[Authorized Signatory Name and Designation]

*Name and Address of the Firm:*

*Company Seal:*

Date: [insert day, month, and year]

Location:

**PRE-BID QUERY FORMAT**

Bidder's request for Clarification - to be submitted a minimum of two days before the pre-bid meeting.

If, the bidder, desiring to respond to the RFP for "Appointment of Concurrent Auditors for FY 2025-26 at India EXIM Bank", require any clarifications on the points mentioned in the RFP may communicate with India EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting will be formally responded to. Any questions / points of clarification and the responses will be circulated to all participating bidders if required.

The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, the Export-Import Bank of India may at its discretion, answer all such queries in the Pre-bid meeting.

Bidder's Request for Clarification.		
To be emailed to:	<a href="mailto:rahul.s@eximbankindia.in">rahul.s@eximbankindia.in</a> <a href="mailto:iag@eximbankindia.in">iag@eximbankindia.in</a>	
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
Email:		
Tel / Mobile:		
Page Number	Point Number	Query description

Name and signature of authorized person issuing this -

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

**LETTER FOR REFUND OF EMD**

(To be provided on letter head of the Bidder's Company)

To,  
Head of Internal Audit  
Export-Import Bank of India  
Floor 21, Centre One Building  
World Trade Centre, Cuffe Parade  
Mumbai - 400005

Dear Madam,

**SUB: LETTER FOR REFUND OF EMD**

**REF: YOUR RFP NO: [Title] dated DD/MM/YYYY**

We \_\_\_\_\_ (Company Name) had participated in the Request for Proposal (RFP) [Title] and we are an unsuccessful bidder.

Kindly return the EMD submitted for participation. Details of EMD submitted are as follows –

Sr No	Bidder Name	DD Number	Drawn on Bank Name	Amount (₹)

**Date:**

**Place:**

**Signature of Authorized Signatory:**

**Name of Signatory:**

**Designation:**

**Seal of Company:**

**NON – DISCLOSURE AGREEMENT**

[₹500 non judicial stamp paper]

**This Agreement** is made on the \_\_\_\_\_ day of \_\_\_\_\_ by and between

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

**AND**

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

\_\_\_\_\_ & EXIM are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS**

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

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

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

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

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

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

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

3. **Publications**: Neither Party shall make news releases, public announcements, give interviews, issue, or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information, or other matter of this Agreement, without the prior written approval of the other Party.
  
4. **Term**: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between \_\_\_\_\_ and India EXIM Bank. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as

confidential.

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

agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

**Disclosing Party:** Export – Import Bank of India

Kind Attn: Head of Internal Audit

Address: Centre One Building, Floor 21,

World Trade Centre Complex,

Cuffe Parade, Mumbai 400 005

Email: [iag@eximbankindia.in](mailto:iag@eximbankindia.in);

**Receiving Party:** \_\_\_\_\_ Limited,

Kind Attn: Mr/Ms \_\_\_\_\_, Chairman & Managing Director

Address: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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



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

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

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

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

Disclosing Party

Receiving Party

By Export-Import Bank of India

By.....

Name:.....

Name:.....

Title:.....

Title:.....

**PRE-CONTRACT INTEGRITY PACT**

[₹500 non-judicial stamp paper]

Between

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

And

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

**Preamble**

The principal intends to award, underlaid down Organizational procedures, contract/s for “Appointment of Concurrent Auditors for FY 2025-26 at India EXIM Bank”. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

To achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could 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)**

- (2) 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 an undisclosed agreement or understanding, whether formal or informal. This applies to price 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 offense 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 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. The 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.
- (3) The Bidder(s) / Contractor(s) will not instigate a third person to commit offenses outlined above or be an accessory to such offenses.

### **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.

### **Sanction 4 – Compensation for Damages**

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to

## Performance Bank Guarantee

### Section 5 – Previous Transgression

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

### Section 6 – 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 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

### Section 8 - Independent External Monitor

1. The Principal has appointed a 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	Shri Ajay Kumar Lal 260, Phase-II, Vasant Vihar Colony, Dehradun Uttarakhand - 248006
<b>Email – IEM@eximbankindia.in</b>	

2. 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.
3. 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), India EXIM BANK.
4. 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.
5. 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), India EXIM BANK, and recuse himself / herself from that case.
6. 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.

7. 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.
8. 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.
9. The Monitor will submit a written report to the Managing Director (MD), India EXIM BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
10. If the Monitor has reported to the Managing Director (MD), India EXIM BANK, a substantiated suspicion of an offense under relevant IPC / PC Act, and the Managing Director (MD), India EXIM BANK has not, within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
11. The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. The pact expires for the twelve months after the last payment for the Contractor, and six months for all other Bidder(s), 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 India EXIM BANK.



## Section 10 - Other provisions

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai/ any other location as advised by the Bank.
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 with their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs. 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)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_