

## **E-TENDER**

## **FOR**

# RENNOVATION OF KNOWLEDGE CENTRE CEILING AT 23<sup>RD</sup> FLOOR, HEAD OFFICE, MUMBAI.

Tender Reference No: EXIM/RFP/2024-25/03

Export-Import Bank of India Centre One Building, Floor 21, World Trade Centre Complex, Cuffe Parade, Mumbai – 400005 Phone: 022-22172705 / 22172839

Email: administration@eximbankindia.in

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## **QUOTATION BID NOTICE**

Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for "Renovation of Knowledge Centre Ceiling at 23<sup>rd</sup> floor, Head Office, Mumbai".

- 1. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment.
- 2. Vendor registration can be done online by opening Website: <a href="https://eximbankindiatenders.procuretiger.com">https://eximbankindiatenders.procuretiger.com</a> Click on "New Bidder Registration" link, create User Id and Password and attach your Digital certificate.
- 3. Tender document will be allowed for download from above web site after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.

#### 4. CONTACT INFORMATION FOR E-TENDER PROCESS

E-Procurement Technologies Limited

801 - Wall Street - II

Opposite Orient Club near Gujarat College,

Ellis Bridge, Ahmedabad – 380 006

Gujarat, India

Email id: <a href="mailto:support@procuretiger.com">support@procuretiger.com</a>

Sr. No.	Name	Mobile No	Email Id
1.	Fahad Khan	6352631766	fahad@eptl.in
2.	Shaikh Nasruddin	6352632098	shaikh@eptl.in
3.	Manish Pathak	9265562819	manish.p@eptl.in
4.	Mubassera Mansuri	7859800621	mubassera@eptl.in
5.	Hiral Purohit	6352631968	hiral.purohit@eptl.in

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

#### **GENERAL TENDER DETAILS**

Tender Document for	"Renovation of Knowledge Centre Ceiling at 23 <sup>rd</sup> Floor, Head Office, Mumbai "
Tender Reference No.	EXIM/RFP/2024-25/03
Last date for acceptance of IP	December 19, 2024, 5 pm
Agreement	
Place of Submission of IP	Export Import Bank of India,
Agreement original document.	Center One Building, 21st Floor, World Trade
	Centre Complex, Cuffe Parade, Mumbai 400 005.
Date of Online Notice	December 19, 2024, 5 pm
Document Downloading Start Date	December 19, 2024, 5 pm
Site Visit	December 27, 2024 (With prior appointment)
Pre-Bid Meeting Date	December 27, 2024: 03:00 pm
Last Date and Time For Submission	January 08, 2025, 5 pm
Opening of Tender	January 08, 2025, 5:30 pm
Address for communication	As above Ph. 022-22172810/22172839,
	Ext: - 2810/2839
	E-Mail: administration@eximbankindia.in
Place of Receipt of E-Tender	https://eximbankindiatenders.procuretiger.com

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

The eligible Bidders will be trained by M/s e-Procurement Technologies Ltd. (Abc Procure) personnel on the methodology of submitting the bids online using a special digital signature / electronic key / password at the date and time specified. The bids placed by the Bidders are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature.

## Minimum requirement for e-tender participation:

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

For any clarification kindly contact -

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

Gujarat, India

#### Primary Contact Numbers: -

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

# 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 Proprieto	r,		
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 Establishmen			
7. Registration No. and Date of Registration			
8. Status of the firm			
(Proprietor/Partnership/Co.etc.)			
9. Name of Bankers	a.		
	b.		
10. PAN Card No.	10. PAN Card No.		
11. <b>GST No.</b>			

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

Date : Place : Note :

#### **INFORMATION FOR BIDDERS**

- 1. Bids shall be submitted online only at website: <a href="https://eximbankindiatenders.procuretiger.com/EPROC/">https://eximbankindiatenders.procuretiger.com/EPROC/</a>
- 2. The bidders can enroll themselves on the website: https://eximbankindiatenders.procuretiger.com/. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/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 all format asked as per Sr. No 4 and 5 of tender document are properly uploaded online Website for E-Procurement <a href="https://eximbankindiatenders.procuretiger.com/">https://eximbankindiatenders.procuretiger.com/</a>
- 7. This Invitation for Bids is open to all Original Manufacturers/ their Authorized Dealers/ vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of Foreign Principals, if any who possess the qualifying requirements as specified in the Tender. 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, the General Manager, Exim Bank may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods

and services to be purchased under this Invitation of Bids. The bidder or his agent must have an office in India. That the Bidder will assume total responsibility for the fault- free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services after end of warranty period if required. 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 poof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc. The Bidder should be a manufacturer, or their dealer specifically authorized by the manufacturer to quote on their behalf of this tender as per manufacturer authorization form and Indian agents of foreign principals, if any who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". Such equipment must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Openingin India and is engaged in R&D activities.

#### **CONDITIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)**

- 1. As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
  - **a.** District Industries Centers (DIC)
  - **b.** Khadi and Village Industries Commission (KVIC)
  - **c.** Khadi and Village Industries Board
  - d. Coir Board
  - e. National Small Industries Corporation (NSIC)
  - f. Directorate of Handicraft and Handloom
  - **g.** Any other body specified by Ministry of MSME (MoMSME)
  - **h.** Udyog Aadhaar Acknowledgment/ Udyog Aadhaar Memorandum issued by MoMSME.
- 2. MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the

nature of the services and goods /items to be supplied as per Tender.

- 3. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- 4. The MSMEs who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 5. The MSMEs registered with above mentioned agencies /bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

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

- **a.** Pre-qualification criteria with respect to Prior Turnover and Prior experience may be relaxed for Micro & Small Enterprises as per GOI guidelines subject to meeting of quality and technical specifications.
- **b.** However, there may be circumstances like procurement of items/services related to public safety, health, critical security operations and equipment, etc., wherein EXIM Bank reserves the right to not consider relaxation of Prior Turnover and Prior Experience for Micro and Small Enterprises as per GOI guidelines.

## **GENERAL CONDITIONS OF RFP**

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. Seller in the Contract) as selected by the Buyer. 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. **Standard Arbitration Clause**: All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract, or any part thereof should be settled by bilateral discussions. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator. Within sixty (60) days of the receipt of the said notice, an arbitrator shallbe nominated in writing by the authority agreed upon by the parties. The sole Arbitrator shall have its seat in Mumbai or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

- 4. **Penalty for use of Undue influence**: The Seller 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 Buyer 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 Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5. **Non-disclosure of Contract documents**: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 6. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER 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.
- 7. **Termination of Contract**: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:
  - (a) The Seller is declared bankrupt or becomes insolvent. The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
  - (b) With mutual agreement

- (c) As per decision of the Arbitration Tribunal.
- 8. **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.
- 9. 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 otherindustrial property rights. The Seller shall indemnify the Buyer against allclaims from a third party at any time on account of the infringement of any or allthe rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 10. **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.

#### 11. 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
- b. technical specification evaluation
- c. Commercial evaluation

#### 12. 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. Any approvals with respect to, BMC /MCGM, Building Dept., CFO

- compliances or any Mathadi issues, would be under contract, without any additional cost.
- 13. 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 successful bidder(s).
- 14. 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.
- 15. 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.

### **INTRODUCTION**

The Export-Import Bank of India (EXIM Bank) is the premier export finance institution of the country that seeks to build value by integrating foreign trade and investment with the economic rise of India. The Bank has guided by expertise at the Board level, by senior policy makers, expert bankers, leading players in industry and international trade as well as professionals in exports, imports or financing. With offices spread across India and in select locations of the world, the bank aspires to boost the businesses of industries and SMEs.

## **OBJECTIVE OF THIS RFP:**

The Bank has decided to renovate the Knowledge Centre ceiling at 23<sup>rd</sup> floor, Center 1 Building, World Trade Centre Complex, Cuffe Parade, Mumbai- 400005. The purpose of the tender is to select a suitable contractor to carry out the necessary renovation and allied works at the said premises.

In view of the above, India Exim Bank intends to appoint a vendor/contractor who has executed similar projects on turnkey basis including Demolition, Carpentry work, POP & Painting, Electrical work, HVAC, Fire sprinklers, etc.

## **SCOPE OF WORK**

The bidder shall carry out and complete the said works in every respect in accordance with the BOQ and with the directions and to the satisfaction of the Bank's Architect. The bank's Architect in his absolute discretion and from time-to-time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Architect's instructions in regard to"

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Bills of Quantities and/or drawing and/or Specifications.
- c) The removal from the site of any materials brought thereon by the bidder and the substitution of any other material thereof.
- d) The removal and/or re-execution of any works executed by the bidder
- e) The dismissal from the works or any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) Completion of demolition, Carpentry, POP & painting, Electrical work, carpet replacement, HVAC, & Fire sprinklers, etc.

## **Single Point of Contact:**

The selected Bidder shall appoint a single point of contact, with whom EXIM Bank will deal with, for any activity pertaining to the requirements of this RFP.

#### **Problem Management and Escalation Procedures**

An escalation matrix would be applicable for the issues reported. Bidder has to propose an escalation matrix as a part of the Technical Proposal.

#### **Payment Terms**

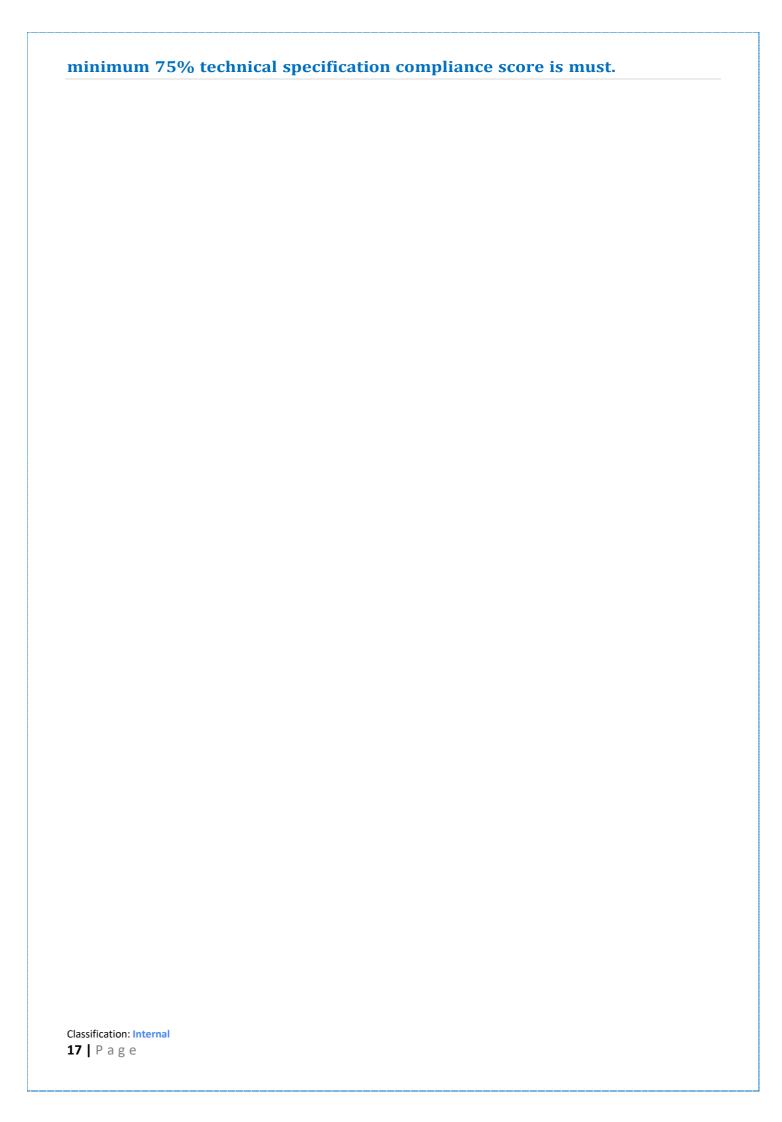
The Bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

# **Technical Score Mark Distributions [Scoring Model]**

Maximum Points 100

Criteria	Criteria Points	(Max Marks)
A1. List of Clients where similar work has been		Max Marks 15
completed in last 7 years as on last date of tender.		
(Contracts with minimum order value of Rs. 50 Lakhs will be considered for points award) (copies of work order to be submitted by the Bidder)		
<ul> <li>For 3 or more than 3 companies</li> </ul>	15	
<ul> <li>For 1 and less than or equal to 2</li> </ul>	10	
No implementation	00	
A2. Satisfactory Services Certificate in last 7 years for minimum project cost of Rs. 50 Lakhs. (Satisfactory Service Reports on the client's letter head to be submitted by the Bidder)		Max marks 20
Satisfactory Services Certificate by >= 3 Clients	20	
<ul> <li>Satisfactory Services Certificate by &gt; 1 and &lt;3 Clients</li> </ul>	10	
No Satisfactory Services Certificate	00	
A3. The Bidder have an average annual turnover in last three financial years FY 2021-22, 2022-23 and 2023-24. (CA Certificate be submitted by the Bidder)		Max Marks 20
Above 2 Crore	20	
<ul> <li>Above 1 crore and up to 2 crore</li> </ul>	10	
<ul> <li>Less than or equal to 1 crore</li> </ul>	5	
A4. Track of being in the Business (Copy of work order/incorporation certificate/shop & establishment certificate or equivalent document).		Max Marks 15
Being in the Business for more than 10 years	15	
Being in the Business for equal or more than 7 years and up to 10 years	10	
<ul> <li>Being in the Business for equal or more than 5 years and up to 7 years</li> </ul>	5	
A5. The Bidder must be based in Mumbai Metropolitan Region (MMR). (Address proof documents to be submitted by the bidder)		Max Marks 20
Office in Mumbai [Up to Dahisar or Mulund]	20	
Office in Thane or Navi Mumbai	10	
Office beyond Thane or Navi Mumbai	5	
A6. Understanding of Project [Presentation by Bidder]	15	Max Marks 10

To qualify for price bid opening, bidder must meet all eligibility criteria and



## **Evaluation of Bids**

The objective of evaluation methodology is to facilitate the selection of the technically superior solution/vendor at optimal cost.

The Bank reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Any time during the process of evaluation the Bank may seek specific clarifications from any or all the Bidder [Service Provider].

It may please be noted that EXIM BANK reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The evaluation process of the bids proposed to be adopted by the Bank is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that the Bank may adopt.

The details of 'Eligibility Criteria of the Bidder', provided by the vendor in its response to this RFP, will be evaluated first, based on the criteria described in Annexure.

The technical and commercial responses to this RFP will be considered further only for those bidders who meet the Eligibility Criteria.

## **Method of Selection**

The method of selection is Least Cost Selection (LCS). The technical and commercial responses to this RFP will be considered further only for those bidders who meet the Eligibility Criteria.

The bidder whose Technical proposal get a score of 75 marks or more out of 100 shall qualify for the further consideration. The rest would be considered technically non-responsive and would be dropped from the list.

Further, financial proposals shall be opened only for eligible bidders and ranked. L-1 offer out of the eligible bidders shall be selected on price criteria alone without giving any additional weightage to marks/ranking of technical proposals.

## **ANNEXURE I**

# **INSTRUCTIONS TO BIDDERS**

The tender document will be made available for the cost of ₹ 1,500/-p applicable tax on EXIM Bank's website <a href="https://www.eximbankindia.in">https://www.eximbankindia.in</a> [Firms that are eligible for exemption from the tender document fee such as Procuring Entity registered units (for relevant items and monetary limit) he submit/upload scanned copy of documents in support of this exemption]  1.0 Location  Export-Import Bank of India, 21st Floor, Centre One Building, World's Center, Cuffe Parade, Mumbai 400 005.  2.0 Tenderers must get acquainted with the proposed work, specification conditions of contract and other conditions carefully before tendering. Tenderer shall email clarifications up to December 25, 2024, 17 Hrs. No request of any change in conditions shall be entertained after bid date of the tender.  3.0 Any printing or typographical errors / omission in tender document shareferred to EXIM Bank and their interpretation regarding correction be final and binding on Service Provider.  4.0 All costs and expenses incurred by respondents in any way associated the development, preparation, and submission of responses, including not limited to; the attendance at meetings, discussions, demonstrations	MSEs, ave to  Trade  Ons, The  .00 pre
Procuring Entity registered units (for relevant items and monetary limit) he submit/upload scanned copy of documents in support of this exemption]  1.0 Location  Export-Import Bank of India, 21st Floor, Centre One Building, World Center, Cuffe Parade, Mumbai 400 005.  2.0 Tenderers must get acquainted with the proposed work, specification conditions of contract and other conditions carefully before tendering. Tenderer shall email clarifications up to December 25, 2024, 17 Hrs. No request of any change in conditions shall be entertained after bid date of the tender.  3.0 Any printing or typographical errors / omission in tender document shareferred to EXIM Bank and their interpretation regarding correction be final and binding on Service Provider.  4.0 All costs and expenses incurred by respondents in any way associated the development, preparation, and submission of responses, including	Trade ons, The .00 pre
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Tenderer shall email clarifications up to December 25, 2024, 17  Hrs. No request of any change in conditions shall be entertained after bid date of the tender.  3.0 Any printing or typographical errors / omission in tender document shareferred to EXIM Bank and their interpretation regarding correction be final and binding on Service Provider.  4.0 All costs and expenses incurred by respondents in any way associated the development, preparation, and submission of responses, including	<b>.00</b> pre
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referred to EXIM Bank and their interpretation regarding correction be final and binding on Service Provider.  4.0 All costs and expenses incurred by respondents in any way associated the development, preparation, and submission of responses, including	all be
the development, preparation, and submission of responses, including	shall
	with
not limited to: the attendance at meetings discussions demonstrations	; but
not innited to, the attendance at meetings, discussions, demonstrations	, etc.
and providing any additional information required by the Bank, wil	l be
borne entirely and exclusively by the Respondent.	
Respondents should provide details of their contact person, telephone email and full address(s) to ensure that replies to RFP could be conveyed promptly.	fax,
6.0 Transfer of Tender Documents	
Transfer of tender documents purchased/ downloaded by one intending	-
Bidder to another is not permitted	,
7.0 Contract	
a) The bidder shall not assign or sub-let his contract or any substa	ntial
part thereof to any other bidder.	irciai
b) The Supplier/ Selected Bidder shall not use any documents, data	. and
other information received from the Purchaser for anypurpose of	
than the design, procurement, or other work and services requ	
for the performance of the Contract	ıired

8.0	Amendment to the bidding document		
	<ul> <li>At any time prior to the deadline for submission of Bids, the Bank for any reason, may modify the Bidding Document, by amendment.</li> <li>The amendment will be posted on Banks website eximbankindia.in or Bank's e-Procurement portal.</li> <li>All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them beforesubmitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.</li> <li>The bank at its discretion may extend the deadline for the submission of Bids.</li> <li>The Bank shall not be liable for any communication gap. Further the Bank reserve the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.</li> </ul>		
9.0	Bid Currency		
710	Bids in response to this RFP to be quoted in Indian Rupee (INR) only.		
10.0	Obligations of Successful Bidder		
	a. The successful bidder has to supply all the components, services and licenses to make set up complete.		
	<b>b.</b> The successful bidder shall deploy their own trained and		
	experienced engineers for implementing, managing, and maintaining the system.		
	c. Whenever any new threats / vulnerabilities become public, the bidder/successful bidder shall bring this to the notice of the Bank immediately and help/guide the Bank in plugging the same. Once the call has been attended, successful bidder engineers shall put their		
	maximum efforts and deploy their bestresources to resolve all calls at the earliest possible time frameat all locations and ensure appropriate uptime.		
	d. The bidder/successful bidder to ensure that during implementation of complete, the critical services hosted at EXIM BANK shall not face any downtime due to security breach, security incident, improper configuration of security units/ appliances/ components		
11.0	It will be the responsibility of the vendor to abide by all statutory requirements		
	like payment of all taxes, duties etc., without any reference to the Bank. The		
12.0	Bank accepts no responsibility or liability in this regard.		
12.0	a. The successful Bidder may be required to execute a non-		
	a. The successful Bidder may be required to execute a non- disclosure agreement (NDA) and Service Level Agreement (SLA) with Exim		

	Bank within 30 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement in the above-stipulated period, the EXIM Bank may cancel the order.
	<b>b.</b> Until the Agreement is formally signed, the Work Order / Letter of
	Acceptance of Tender issued to the successful Bidder and accepted by him may be operative and binding on the EXIM Bank of India and the
	Service Provider.
13.0	Performance Security / Bank Guarantee
14.0	<ul> <li>The selected Bidder will be required to provide a 5% value of the total cost of project as Performance Security. Performance Security may be furnished in the form of a Demand Draft or Bank Guarantee from a Commercial bank. Performance Security is to be furnished by a specified date (generally 21 days after notification of the award) and it should remain valid for a period of at least "60" days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. The performance guarantee should be valid till at least two months' period beyond the expiry of the contract period.</li> <li>Implementation schedule</li> <li>Bidder to submit the detailed implementation plan in GANTT format with clear indication of activities with timelines.</li> </ul>
	<ul> <li>An acceptance to this effect i.e. Sign off by the Bank will mark the completion of this project.</li> </ul>
15.0	Period of Validity of Bids
	<ul> <li>Prices and other terms offered by Bidders must be valid for an acceptance period of six months from the date of submission.</li> <li>In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.</li> </ul>
16.0	On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Bidder.
17.0	If so, decided EXIM Bank reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.
18.0	The EXIM Bank has the right to reduce or increase the scope of work. The Bank may give 3 months' notice period for termination of contract if service is not satisfactory to the Bank.
19.0	Notices to local bodies

	The Bidder / 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.
20.0	Site Visit
	Intending tenderer shall visit the site and make himself thoroughly
	acquainted with the site, requirements, facilities etc. The successful bidder
	will not be entitled to any claim of compensation for difficulties faced/losses
	incurred on account of site condition which existed before/after
	commencement of work.
	The Bidder is expected to examine all instructions, forms, terms and
	specifications in the bidding documents. Failure to furnish all information
	required by the bidding documents may result in the rejection of its bid and
	will be at the bidder's own risk. Bidder, at its will, may send the concerned
	officials (not more than 2) for site visit during office working hours before
	last date of submission of tender bid.
21.0	Revelation of Prices
	The prices in any form or by any reasons should not be disclosed in the technical
	or other parts of the bid except in the commercial bid. Failure to do so will make
	the bid liable to be rejected.
22.0	Local conditions
	The bidder must acquaint himself with the local conditions and factors, which
	may have any effect on the performance of the contract and / or the cost.
23.0	Contacting the Bank
	Bidder shall not contact the Bank on any matter relating to its Bid, from the
	time of opening of Bid to the time a communication in writing about its
	qualification or otherwise received from the Bank. Any effort by the Bidder to
	influence the Bank in its decisions on Bid evaluation, Bid comparison may
	result in rejection of the Bid.
24.0	Manuals and Drawings
	The bidder shall provide complete technical and other documentation/s for the
	equipment supplied along with the diagram(s) of the proposed solution. All
	the manuals shall be in English, and the drawings should be clearly indicative
	of equipment supplied & solution proposed, as the case maybe.
25.0	Timely availability of Support Services
	The bidder should have proper and adequate support mechanism in place to
	provide all necessary support under this project. Bidder will provide
1	
	escalation matrix to enable Bank to avail support services during the period
	escalation matrix to enable Bank to avail support services during the period

## **26.0** Payment Terms

95% Payment shall be released within 30 days for actual quantities of work executed and on submission of set of Original + 2 copies of ink signed invoices to be submitted along with work completion certificate, supporting documents etc. duly certified by the Bank's Architect.

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

Sign:

Date:

Place

<u>ANNEXURE II</u>

**E-TENDERING PROCESS COMPLIANCE STATEMENT** 

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: **EXIM/RFP/2024-25/03**) - "Renovation of Knowledge

Centre ceiling at 23<sup>rd</sup> Floor, Head office, Mumbai"

1. The price once submitted cannot be changed.

2. Technical and other non-commercial queries (not impacting price) can be

routed to the respective contact personnel of the EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s.

E-Procurement Technologies Ltd personnel indicated in the tender document.

3. Inability to bid due to glitch in telephone lines, Internet response issues, software

or hardware hangs will not be the responsibility of M/s. E- Procurement

Technologies Ltd or the EXIM Bank. However, M/s. E- Procurement Technologies

Ltd, shall make every effort to ensure availability of technology resources to

enable continuous bidding.

4. M/s. E-Procurement Technologies Ltd does not take responsibility beyond the

bid event. Order finalization and post order activities would be transacted

directly between bidder and the EXIM bank.

5. Bids once made cannot be withdrawn or modified under any circumstances.

6. The EXIM Bank reserves the right to extend or reschedule or annul the e-

tender process.

7. The bidders are advised to visit for any corrigendum etc.

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

statement.

Date:

**Organization Name:** 

Designation:

Classification: Internal

## **ANNEXURE III**

Seal:

# **UNDERTAKING FROM THE BIDDER**

(To be submitted on Contractor's own Letterhead)

10,
General Manager - Administration
Export- Import Bank of India,
21st Floor, Centre One, World Trade Centre,
Cuffe Parade, Mumbai 400 005
Dear Sir,
Ref: "Renovation of Knowledge Centre ceiling at 23 <sup>rd</sup> Floor, Head office, Mumbai '
Ref. No: EXIM/RFP/2024-25/03
I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub Service Providers without the prior approval of the EXIM Bank.
I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, octroi, LBT, VAT, GST Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.
I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents and empanelment process.
I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.
Yours truly,

Classification: Internal **26** | P a g e

Designation:

Name:

<u>ANNEXURE IV</u>

### **SELF - DECLARATION FOR COMPLIANCE**

(On Company Letterhead)

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

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

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

Date:	Authorised Signatory Name:
Place:	Designation:

**Company Seal:** 

Classification: Internal **27** | P a g e

## **Declaration for Acceptance of RFP Terms and Conditions**

(Bidder's Letter Head)

To,
General Manager - Administration
Export Import Bank of India
Floor 21, Center 1 Building
World Trade Center, Cuffe Parade
Mumbai - 400005

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Request for Proposal for "Renovation of Knowledge Centre ceiling at 23<sup>rd</sup> Floor, Head office, Mumbai"- RFP No. EXIM/RFP/2024-25/03 dated --.--.2024. 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 mycompany and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name
Designation
Seal
Date:
Business Address:

Classification: Internal

#### **ANNEXURE VI**

## **Declaration for Acceptance of Scope of Work**

(Bidder's Letter Head)

To General Manager - Administration Export Import Bank of India Floor 21, Center 1 Building World Trade Center, Cuffe Parade Mumbai - 400005

Dear Sir,

I have carefully gone through the "Scope of Work" contained in the RFP document for selection of vendor for Request for Proposal for "Renovation of Knowledge Centre ceiling at 23<sup>rd</sup> Floor, Head office, Mumbai" - RFP No. EXIM/RFP/2024-25/03 dated - .--.2024. 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 Bidder)

Printed Name Designation Seal Date:

**Business Address:** 

**ANNEXURE VII** 

# Declaration for Clean Track Record (Bidder's Letter Head)

To General Manager - Administration Export Import Bank of India Floor 21, Center 1 Building World Trade Center, Cuffe Parade Mumbai - 400005

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for selection of vendor for Request for Proposal for "Renovation of Knowledge Centre ceiling at 23<sup>rd</sup> Floor, Head office, Mumbai"- RFP No. EXIM/RFP/2024-25/03 dated --.--.2024. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government / Private organizations in India / abroad. I further certify that I am competent officer and duly authorized by my company to make this declaration.

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Yours faithfully,

Classification: Internal **30** | P a g e

# **ANNEXURE VIII**

# **Client Reference**

(Bidder's Letter Head)

## RFP No. EXIM/RFP/2024-25/03 dated --.--2024

Sr.No	Particulars Particulars	Details
1	Name of the Organization	
2	Contact Person Name and	
	Designation	
3	Phone Number of the Contact	
	person	
4	Email Address of the Contact	
	person	

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

#### **Annexure IX**

# **Bill Of Material / Commercial proposal**

Kindly refer Bill of material document.

#### Notes:

- 1. Quoted price should be exclusive of all taxes and duties.
- 2. Delivery Location: Mumbai
- 3. The bidder shall meet the requirements of Goods & Services Tax (GST)

## **ELIGIBILITY CRITERIA OF THE BIDDER**

Following format has to be filled by the Bidder and has to be submitted along with technical bid and relevant documentary proof.

Sr.No	ELIGIBILITY CRITERIA	SUPPORTING	COMPLIANCE
		DOCUMENTS TO BE	
		SUBMITTED	(YES/NO)
1	The Bidder should be a Company/ firm and should be in existence in India for at least last 5 years as on last date of tender.	Attach Copy of certificate of Incorporation/Shop & establishment certificate.	
2	The bidder should have office/branch in the Mumbai metropolitan Region (MMR)	Attach Copy of certificate of Incorporation/Shop & establishment Certificate / Relevant Address proof.	
3	The bidder should have executed 'similar turnkey project'# in at least 5 BFSI/PSU/PSE/ Public Listed Companies/ Govt organizations / Pvt companies in last 7 years as on last date of tender.	Documentary Proof of work order / contract copy / Satisfactory performance certificate etc.	
4	The bidder is to upload a duly signed Integrity Pact on Rs. 500/- stamp paper and Non - Disclosure Agreement on Rs. 600/- stamp paper online and send original hard copy of Integrity Pact, Non - Disclosure Agreement and EMD amount Rs. 1.25 Lakh in the form of DD only to the Bank on below Address: - Export Import Bank of Inda, Administration Group, Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai – 400 005.	Integrity Pact duly signed on stamp paper of Rs. 500/- and Non - Disclosure Agreement on Rs. 600/- stamp paper. physical copy of integrity pact & Non-disclosure agreement must be delivered to Exim Bank, Head Office	
5	The bidder shall not be under a Declaration of Ineligibility for corruptor fraudulent practices or blacklisted in any Central/ State Government or PSU or PSB at the time of submission of bids. Bidder to submit a declaration in this regard duly signed by the authorized signatory of the bidder.	Blacklisting certificate on the company letterhead to be signed by authorized person and uploaded online only	
6	The bidder should have satisfactorily executed renovation works like Civil, Electrical, CCTV, HVAC, Fire, for a reputed organization in the last 7 years of value more than or equal to one of the following:  1. 3 works of Rs. 17 Lakh each OR 2. 2 works of Rs. 28 Lakhs each OR 3. 1 work of Rs. 45 Lakhs	Work order/completion certificate from clients	

#### Note:

- 1. Documentary proof, sealed and signed by authorized signatory, must be submitted.
- 2. Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.
- 3. Similar nature of work refers to similar nature of renovation, Carpentry, electrical, painting and audio-visual equipment's and systems for a meeting room.

#### **Annexure XI**

#### **STATEMENT OF NIL DEVIATIONS**

(To be submitted in the Bidder's letterhead)

To,

General Manager - Administration, Export- Import Bank of India, 21st Floor, Centre One, World Trade Centre, Cuffe Parade, Mumbai 400 005

RFP No. EXIM/RFP/2024-25/03 dated --.--.2024.

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, (Authorized Signatory of Bidder) Date: (Company Seal)

**Annexure-XII** 

### **Letter of Competence Format**

[To be executed on a non-judicial stamp paper]
Letter of Competence for Quoting against EXIM BANK's

RFP No. EXIM/RFP/2024-25/03 dated --.-.2024.

"Renovation of Knowledge Centre ceiling at 23rd Floor, Head office, Mumbai"

This is to certify that we [Insert name of Bidder], Address... are 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 to implement the connectivity expeditiously and correctly 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.

Authorised Signatory of the Bidder Date:

## **Annexure XIII**

## **NON - DISCLOSURE AGREEMENT**

[600 Rs non judicial stamp paper]

This Agreement is made on the_	day of_	by ar	nd
between			
	an	incorporated under th	ıe
) having its office a	t	(hereinafter referred	to
as "" or the "Recei	ving Party", wh	ich expression unless repugna	ınt
to the context or meaning thereof	be deemed to inc	clude its successors and assign	ıs)
of the <b>ONE PART</b> ;			
AND			
<b>Export-Import Bank of India</b> , a	corporation estab	olished under the Export-Impo	rt
Bank of India Act, 1981 and having	g its Head Office a	at Floor 21, Centre One Buildin	ıg,
World Trade Centre Complex, Cuff	e Parade, Mumba	i 400 005 hereinafter referre	ed
"EXIM" or "Disclosing Party") whi	ch expression un	less repugnant to the context (	or
meaning thereof be deemed to inclu	de its successors a	and assigns) of the <b>OTHER PAR</b>	Τ.
& EXIM are hereinaft	er collectively re	ferred to as the "Parties" and	
individually as a "Party".			
MILEDEAC			
<u>WHEREAS</u>			
The Parties intend to engage	in a huginoss	relationship which include	
		In the course of such busine	
relationship, it is anticipated that			33
	_	_certain or some of its trac	dь
secrets, policies, technical and b			
customer names, customer list,			
proprietary information, for the pu			
at 23 <sup>rd</sup> Floor, Head office, Mumbai" (	_		6
at 25 Troot, freda office, Frantoar	(	ica to as the rui pose ).	
NOW, THEREFORE, THIS AGR	EEMENT WITN	ESSETH AND IT IS HEREB	3 <b>Y</b>
AGREED BY AND BETWEEN THE			

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

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

2. Non-disclosure: The Receiving Party shall not 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, architect, 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 Architect, Advisors, Affiliates and other persons referred in above and consequently any breach by such Architect, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

- 3. <u>Publications</u>: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
- 4. Term: This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between\_\_\_\_\_\_\_and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.
- 5. **Confirmation:** The Receiving Party hereby confirms that is has not in any manner whatsoever, violated any obligation and/ or provision of this Agreement from December 09, 2024 till the execution of this Agreement.
- 6. <u>Title and Proprietary Rights</u>: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information.

The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

- 7. 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.
- 8. <u>Indemnity:</u> The Receiving Party shall at all times fully indemnify Exim Bank against any losses or damages which Exim Bank may face as a result of any direct or indirect breach(es) of any of the Receiving Party's obligations, duties or provision under this Agreement.
- 9. **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.
- 10. **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.

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

Disclosing Party: Export – Import Bank of India
Receiving Party:
or as otherwise specified by a party by notice in writing to the other party.
Any notice or other communication shall be deemed to have been duly
received:

- i. if delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. if sent by registered 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.
- 12. **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.
- 13. <u>General:</u> The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder. All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

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

Disclosing Party	Receiving Party
By	By
Name:	Name:
Title:	Title:

## Annexure XIV

## **INTEGRITY PACT**

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

#### Between

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

par ,	
And	
hereinafter referred to as "The Bidder/ Contractor"	
<u>Preamble</u>	
The Principal intends to award, under laid down Organizational procedures, contra for". The Principal values full compliance with all releval laws of the land, rules, regulations, economic use of resources and of fairness / transparency in relations with its Bidder(s) and / or Contractor(s).	ant
In order to achieve these goals, the Principal will appoint Independent External Monitors (IEM who will monitor the RFP process and the execution of the contract for compliance with the Principles mentioned above.	,

#### Section 1 - Commitments of the Principal

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

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

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

## Sanction 3 - Disqualification from RFP 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) The Bidder also declares that there are no transgression that have occurred before the three years period mentioned in the clause 5 (1) above which are pending conclusions before the competent authority of any other public/government organisation.
- (3) If the Bidder makes 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 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 an 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 competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. Names and Addresses of the Monitors are given below;

Classification: Internal

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

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

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

Classification: Internal

(9) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

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

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

## **Section 10 - Other provisions**

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

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

## **PRE-BID QUERY FORMAT**

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

If, bidder, desiring to respond to RFP for "Renovation of Knowledge Centre ceiling at 23<sup>rd</sup> Floor, Head office, Mumbai", require any clarifications on the points mentioned in the RFP may communicate with EXIM Bank using the following format.

All questions received at least two days before the pre-bid meeting (pre-bid meeting will be held online/offline. Online/offline Meeting details will be shared with interested bidders whose pre-bid queries received 2 days before pre bid meeting) will be formally responded to and questions/points of clarification and the responses will becirculated to all participating bidder if required.

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

Bidder's Request For Clarification						
To be emailed to:	o: administration@eximbankindia.in					
Name of Organisation	Name & position of	Contact Details				
submitting request	person submitting					
	request					
		Email:				
		Tel/Mobile:				
Page Number	Point Number	Query description				

Name and signature of authorised person issuing this

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

Annexure XVI

## **General Conditions of Contract (GCC)**

## 1. Notification of award and signing of Agreement

The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period. This letter (hereinafter and in the Conditions of Contractor called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

## 2. Performance Security

Within 21 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit equivalent to 5% of the Contract price. The amount shall be paid in the form of Demand Draft favoring Export Import Bank of India payable at Mumbai. The Performance Security amount shall be returned to the vendor on completion of defect liability period of 12 months from the date of completion of the works.

#### 3. Law governing contract

The law governing the Contract is the Laws of India supplemented by the Maharashtra Local Acts and any disputes shall be settled in the courts of Mumbai only.

## 4 Employer's Decision

Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

#### 5 Delegation

The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

#### **6 Communications**

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## 7 Contractor's risks

All risks of loss of or damage to physical property and of personal injury and death which arise during the work and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

#### 8 Insurance:

- a. The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data.
- b. for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
- c. for liability of both Parties for loss, damage, death and injury to third parties or their property/ properties arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property, the building where site is located other than the Works and

Classification: Internal

- d. for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.
- e. Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurer's relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- f. If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts.
- g. Alterations to the terms of an insurance shall not be made without the approval of the Employer.

## 9 Site Investigation Reports:

The Contractor, in preparing the tender, shall rely on his own site investigation and the tender data.

#### 10 Contractor to construct the Works

The Contractor shall construct the Works in accordance with the Specifications and Drawings

## 11. The Works to be completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works within 60 days from the issue of work order.

#### 12 Safety

The Contractor shall be responsible for the safety of all activities on the Site.

## 13 Access to the Site

The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

## 14 Instructions

The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

## 15 Correction of defects

The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

## 16 Uncorrected defects

If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

#### 16 Bill of Quantities (BOQ)

The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor. The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

#### 17 Variations

The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
- (b) Omit any item of work;
- (c) Change the character or quality or kind of any item of work;
- (d) Change the levels, lines, positions and dimensions of any part of the work;
- (e) Execute additional items of work of any kind necessary for the completion of the Works; an
- (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- **18** The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not violate or invalidate the contract.
- **19** Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

#### 20 Payments for Variations

If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract. Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

## 21 Submission of bills for payment

The Contractor shall submit monthly bills of the value of the work completed less the cumulative amount paid previously. The consultant will check the Contractor's bill with measurement sheet and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events. The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

#### 22 Payments

No Mobilization advance or Advance against materials would be paid. Adhoc payments may be made at the discretion of the Consultant & Bank for the completed items of work and for the partly completed items based on the percentage of the work executed on proper submission of the details. The payment towards the settlement of interim payments will be treated as the advance towards settlement of final bill. The final bill will be released on satisfactory completion of the entire work on satisfying all the terms and conditions /

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obligations spelt out and on proper submission of the bill together with the measurements.

## 23 Earnest Money Deposit (EMD):

Bidder should pay specified amount towards Earnest Money deposit as follows:

- (a) Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) in the form of Demand Draft drawn on any Nationalized/Schedule bank in favour of "Export Import Bank of India" Payable at Mumbai
- (b) EMD will not carry any interest.
- (c) EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successfulbidder shall be returned after execution of Contract Agreement.
  - (The DD of the unsuccessful bidder shall be returned as it is and no DD making/cancellation chargeswill be paid by the Bank)
- (d) The Earnest Money Deposit submitted by the bidder may be forfeited if,
  - i) Successful bidder fails to execute an Agreement within specified time as perintimation/request of the EXIM BANK,
  - ii) Successful Bidder withdraws his tender or backs out after acceptance,
  - iii) Bidder withdraws his tender before the expiry of validity period stipulated in the biddingdocument,
  - iv) Bidder violates any of the terms and conditions of the tender,
  - v) Bidder revises any of the items quoted during the validity period,
  - vi) Bidder is found to have indulged in fraudulent practices in the bid submission process.

Annexure XVII

## SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL:

The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

#### 2. DRAWINGS:

- I) Contract / Tender Drawings of the Consultants are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Engineer-in-Charge and with the prior approval of the Engineer-in-Charge.
- II) Consultant drawings shall take precedence over Structural drawings, which in turn shall take precedence over services drawings in regard to all dimensions.
- III) The Contractor shall verify all dimensions at the Site and bring to the notice of the Consultant discrepancies if any; the Engineer-in-Charge's decision in this respect shall be final.

#### **3 REFERENCE DRAWINGS:**

The Contractor shall maintain on site one set of all Drawings issued to him for reference.

#### 4 TESTING OF INSTALLATIONS:

All water supply, drainage pipes and the sprinkler system shall be tested as specified for the waterproof qualities. The Contractor shall also perform all such tests as may be necessary and required by the consultant to ensure quality of the executed works and by local authorities to meet Municipal and other bye-laws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

## **5 SITE INFORMATION:**

All information, levels and dimensions given in the tender drawings relating to Site conditions are given in good faith; the Contractor shall, however, make his own independent inquiries and verify the same. Any claims for extras on account of any deviations or incorrectness of above referred information, levels etc., and shall be considered as inadmissible. The Contractor shall obtain all information relating to local regulations, by-laws and all regulations applicable to the work or applicable profession. Any claims in this regard shall be inadmissible.

#### **6 PROFESSIONAL INTEGRITY AND TEAM SPIRIT:**

It is the intent of the Owner and the consultant that this Project will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co-operate with all agencies concerned to fulfill this objective.

#### **7 ENTRY TO THE SITE:**

The Bank, at its discretion has the right to issue passes to control the admission of the Contractor, his agents, employees and work people to the Site of the Work or any part thereof. Passes shall be returned at any time on demand by the Project committee.

Classification: Internal

#### **8 FIRE PRECAUTIONS:**

The Contractor shall take all precautions and preventive measures against fire hazards at the Site and shall assume full responsibility for the same.

## 9 DRILLING, CUTTING ETC.:

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the Engineer-in-Charge. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the consultant. The cost for procurement and using such equipment is deemed to be included in the Contract and no extra costs will be paid.

#### **10 APPROVAL BY STATUTORY BODIES:**

Although the sanction wherever required has already been obtained by the Bank and It has been established that no sanction for interior work is to be sought from Mumbai Office, in case any liaising is required with any local authorities for construction under this contract, the same shall be handled by the contracting agency.

#### 11 MOBILISATION ADVANCE:

No Mobilization advance shall be paid.

## 12 NON-TENDERED / EXTRA ITEMS AND QUANTITIES EXCEEDING THE TENDERED QUANTITIES:

The contractor shall immediately and before procurement and execution of the work obtain a written approval of the variation order from the consultant for the non-tendered /extra items and quantities exceeding the tendered quantities. No payments will be entertained without the Consultant's written approval of the change / variation order. The onus shall be on the Contractor to obtain such prior written variation order from the consultant.

#### 13 ASSOCIATED CIVIL WORKS

All civil works required for the installation of equipment's or for any other requirement for the contractor's functioning shall be the responsibility of the contractor.

#### **14 GUARANTEE TO PERFORM**

The contractor shall carry out the work in accordance with the drawings, specifications, schedule and other documents forming part of the contract.

#### 15 ESCALATION:

No escalation on Contract price / rates shall be applicable during the tenancy of the Contract period including extensions thereof.

#### **16 SAFETY OF WORKERS**

The Contractor shall provide sufficient safety equipment viz. helmets, safety boots / shoes, belts with security ropes, railings etc. for use by his own staff and staff of its sub-contractors, or by the Project Management Team. The Contractor shall be solely responsible for the safety of the workers.

## **17 WORKERS FACILITIES**

The Contractor shall at his expense provide & maintain such facilities in a clean orderly condition and shall clean the floors/ campus on regular basis.

#### 18 LABOUR

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

#### 19 COMPLIANCES WITH LABOUR REGULATION:

During continuance of the contract, the Contractor and his sub- contractors shall always abide by all existing labour enactments and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules), regulations, by laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

#### **20 PROTECTIONS OF ENVIRONMENT:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his constituents shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and by laws of the State or Central Government, or local authorities and any other law, by law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

## **Annexure XVIII**

## **GENERAL MATERIAL SPECIFICATIONS**

	LIST OF APPROVED MAKES OF MATERIALS			
S.No.	Material	Approved make		
Interiors				
1	Wood	CP Teak, Burma Teak, BTC, Teakwood or as otherwise specified and approved.		
2	Ceramic tile	Nitco/Kajaria/Asian/ HR Jhonson or equivalent		
3	Vitrified tile	Nitco/Kajaria//Asian/ HR jhonson or equivalent		
4	Gypsum Board	India Gypsum Ltd / Saint Gobain or equivalent		
5	Grid ceiling	Armstrong/USG/AMF or equivalent		
6	Baffle ceiling	Techno Acoustic/Armstrong or equivalent		
7	Plain Particle Board	Asis/Kitply/Century or equivalent		
8	Pre-laminated Particle Board	Asis/Kitply/Century (Exterior quality) or equivalent		
9	MDF	Asis/Kitply/Century(Exterior quality) or equivalent		
10	Veneer	Timex / Uro / Garnet / Samrat/ Green Ply or equivalent		
11	Laminate	Merino / Greenlam / National/ Green / Timex or equivalent		
12	Flush Door	Kitply /Greenply / Marvel / 2hour FRD or equivalent		
13	Waterproof plywood	Kitply Gold /Greenply / National / Samrat/ or equivalent		
14	Commercial plywood	Greenply / National / Samrat/Kitply or equivalent		
15	Wood preservatives	Wood guard / Termisil or equivalent		
16	Door closers	Ozone /Enox / Doorline/ Godrej / Haffle / Hettich/ EBCO or equivalent		
17	Floor spring/Patch fittings	Ozone /Enox / Doorline/ Godrej / Haffle / Hettich/ EBCO or equivalent		
18	Furniture Hardware	Dorset/Enox /Ozone / Doorline / Godrej/ Haffle / Hettich/ EBCO or equivalent		
19	Melamine Coat	Asian ,ICI , ICOS or equivalent		
20	Paints	Asian paints / ICI Dulux / Berger or equivalent		
21	Texture	Terraco/Nova tex/ Asian /ICOS or equivalent		
22	French Polish	Sheenlac/Light House or equivalent		
23	Adhesive	Fevicol SH, Araldite or equivalent		
24	Screws	GKW or equivalent		
25	Mortise locks	Godrej /Dorset / Enox/EBCO/YALE/UNION or equivalent		
26	Hardware fittings such as Knobs, Hinges, Tower bolts, Castors etc.	Dorset /Enox /Ozone / Doorline / Godrej/EBCO or equivalent		
27	Cylindrical Lock	Door line / Godrej/EBCO/YALE/UNION or equivalent		
28	Vertical Blinds	Vista / Mac /Jhonson or equivalent		
29	Roller blinds	Vista / Mac /Jhonson or equivalent		
30	Vinyl flooring	Armstrong/ Responsive or equivalent		
31	Carpet	Cozy / Anisa / Welspun / Interex /C.C.Carpet / Shawmark / Standard or equivalent		
32	Plain/Tinted glass	Saint Gobain/Modi guard or equivalent		
33	Mirror	Modiguard / Saint Gobain or equivalent		
34	Chairs	Featherlite/ Amardeep / Amber or equivalent		
35	UPVC Windows	Saint Gobain/FENESTA or equivalent		
36	Motorized Blinds	Ferrari or equivalent		
37	Acoustical Panels	Silence Acoustics / Continuum of equivalent		
38	Sound Insulation materials	Acoustical surfaces company or equivalent		
39	Sound proof insulation board	Knauf or equivalent		
	- p	1		

Note: All materials shall be of the quality & standards acceptable to consultants and generally as per brands specified below, all equivalent makes should be approved by consultant only.

Electrical Work :List of Approved Makes				
No	No Description Manufacturers Name			
1	M.C.B / M.C.C.B / E.L.M.C.B	Legrand ( M.D.S / Merlin Gerin) ,L&T, Siemens, / Havells or equivalent		
2	Wires ( FRLS )	Polycab / Finolex / Havells or equivalent		
3	Cables	Polycab / Finolex / Havells or equivalent		
4	Conduit ( PVC )	Precision, Polycab, AKG or equivalent		
5	Conduit ( MS )	AKG / BEC or equivalent		
6	Switches and Sockets	Anchor ,Roma,Havells , Legrand or equivalent		
7	Wall Mounted & Ceiling Fans	Crompton , Havells, Usha, Polycab or equivalent		
8	Telephone wires & Cables	Polycab / Delton or equivalent		
9	Tube / Bulbs / Pl Tubes	Philips / Bajaj or equivalent		
10	Flexible Wire for Speaker	Polycab / Finolex or equivalent		
11	Switchgear Equipment	L & T / Siemens / Havells or equivalent		
12	Aluminium Trunking Pipe / junction boxes	Jindal/ Hindalco/ Tata or equivalent		
13	P. A System	Philips / Sony or equivalent		
14	Emergency Lighting System	Panasonic / Orpat / Bajaj or equivalent		
15	Lighting Fittings	Wipro / Philips /Bajaj / Syska / Orient or equivalent		
16	Distribution Board	Legrand / Havells / L & T / Hager / ABB or equivalent		
17	Main Panel / Sub Main Panel	Locally Fabricated		
18	On Load Change Over Switches	Havells/ L & T/Siemens/ ABB or equivalent		
19	Thimbles and Lugs	Dowells/Asian or equivalent		
20	Cable Glands	COMET / MMI or equivalent		
21	Motor Starter	L & T or equivalent		

## LIST OF APPROVED MANUFACTURERS FOR LT ELECTRICAL WORKS

S.N.	MATERIALS	APPROVED MANUFACTURERS
1	Moulded Case Circuit Breaker (MCCB)	i) Schneider
		ii) ABB
		iii) Siemens
		iv) L & T
		v) Legrand
2	Switch Fuse Unit (SFU)	i) L & T
		ii) Siemens
		iii) ABB
3	Power Contactors	i) L & T
		ii) Siemens
		iii) Schneider
4	Meters	i) HPL
		ii) Schneider
		iii) L & T

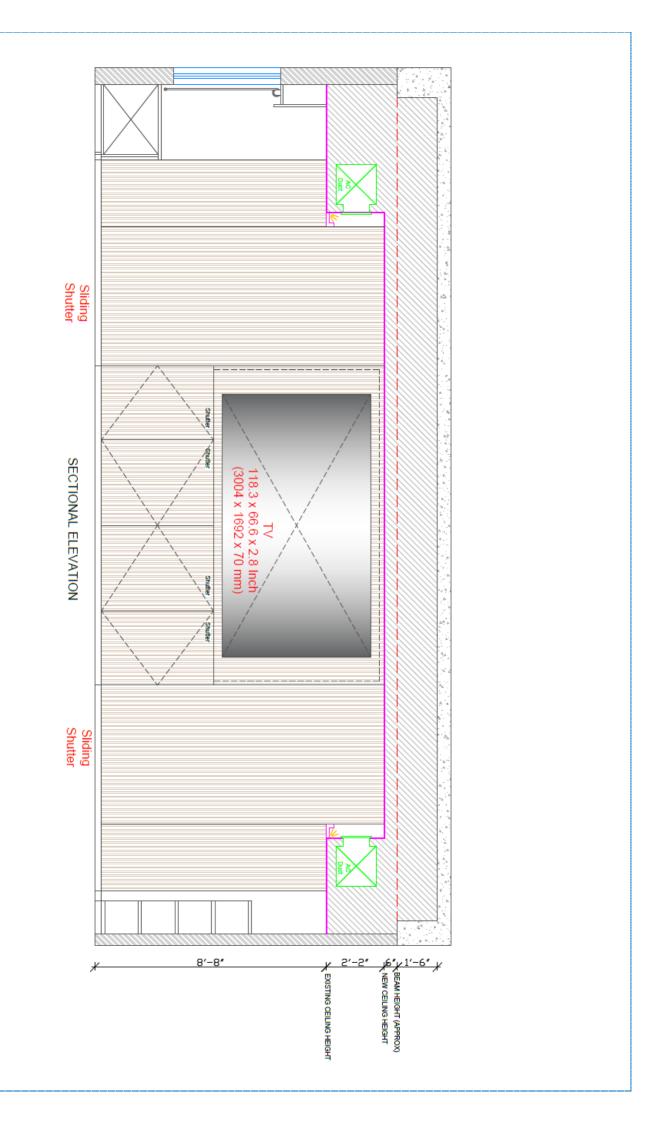
5	Armoured LT cable	i) Polycab
		ii) Finolex
		iii) R R Kabel
		iv) CCI
6	Cable Termination	i) Dowells
		ii) Comet
7	PVC Conduit & Accessories	Precisions make only
8	Wires (FRLSH only)	i) RR Kabels
		ii) Havells
		iii) Finolex
		iv) Polycab
9	Modular Switches & Sockets with PVC Box	i) Anchor - (Roma)
		ii) North West - (NOWA model)
		iii) MK - (Wrapround model)
10	Distribution Board, MCB, RCCB & RCBO	i) Schneider
		ii) ABB
		iii) L & T
		iv) Legrand
11	Data / Voice Cable & Accessories	i) D-Link
		ii) AMP
12	Light Fixtures	i) Wipro
		ii) Philips
		iii) Crompton Greaves
		iv) Bajaj
13	Ceiling Fan	i) CG
		ii) Havells
		iii) Bajaj
		iv) Orient
14	Exhaust Fan	i) CG
		ii) Almonard
		iii) Alstom
15	Speakers	i) BOSCH
		ii) Ahuja

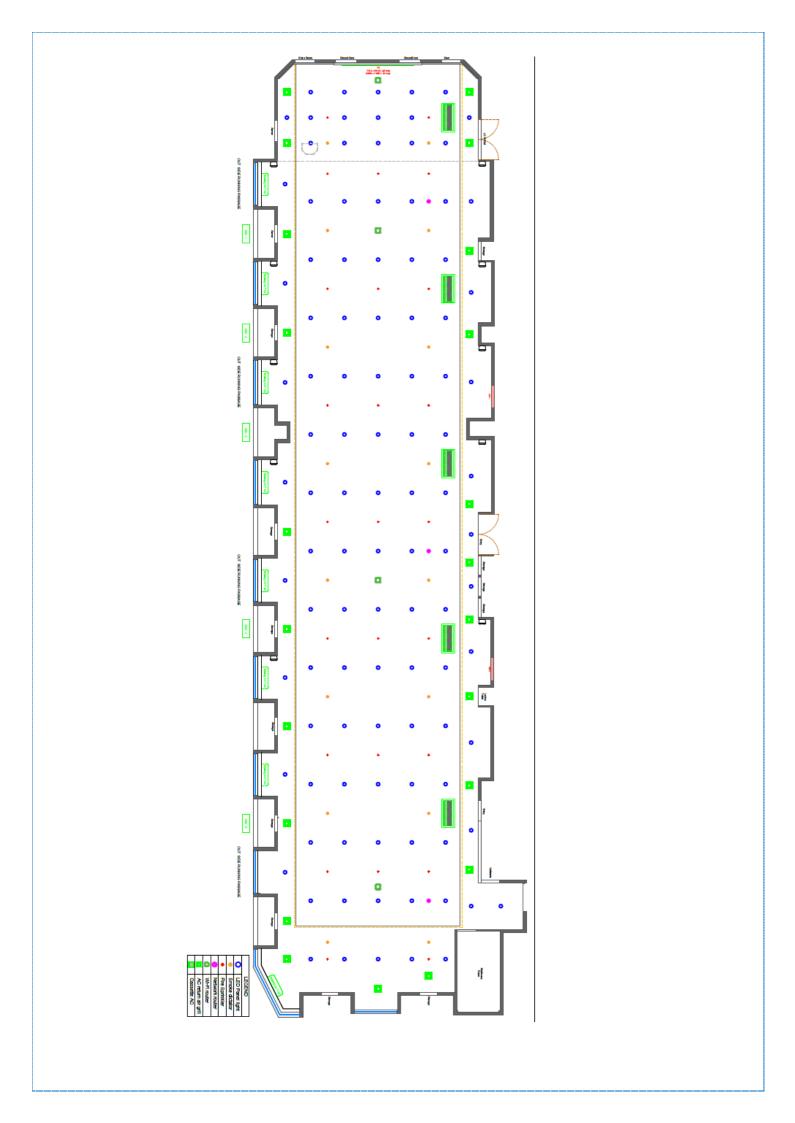
16	Amplifier	i) BOSCH
		ii) Ahuja
17	Electrical LT Panel	CPRI Approved Panel Manufacturer Only.
18	Capacitors	i) Epcos
		ii) L& T
		iii) GE
		iv) ABB
		iii) Universal
19	CT'S / PT'S	i) AE
		іі) Карра
		iii) Ricco
		iv) Rishabh
20	APFC Relay.	i) HPL
		ii) Emercon
		iii) Alstom
		iv) Beluk
		v) L & T
21	Contactor / Timer	i) Schneider
	Contactor / Times	ii) Hager
		iii) L & T
		iv) Siemens
		iv) Legrand
22	Energy Meters	i) HPL
		ii) Schneider
		iii) L & T
		iv) Tecnic
		v) AE

## **DRAWINGS**









# **PRICE BID**

	CONSOLIDATED SUMMARY							
COSTING FOR RENOVATION OF KNOWLEDGE CENTRE CEILING AT 23 <sup>RD</sup> FLOOR, HEAD OFFICE, MUMBAI.								
S.No DESCRIPTION OF TOTAL CGST CGST SGST GROSS WITH GST AMOUNT AMOUNT								
1	DEMOLITION WORK		9.00		9.00			
2	FALSE CEILING & CARPET		9.00		9.00			
3	ELECTRICAL		9.00		9.00			
4	CARPENTRY WORK		9.00		9.00			
5	AC & Fire Sprinklers Etc.		9.00		9.00			
	GROSS TOTAL							

	DEMOLITION						
Sr. No.	Description	Unit	Qty.	Rate	Amount		
1	Breaking and diamantling and disposing off the site existing POP false ceiling, light fixtures, electrical/telephone/data wires, wifi routers, sprinklers & pipeline, AC GI ducts etc. and hand over the usable items to the Exim Bank.	SQ. FT	3800				
2	P & F Plastic Sheet Covers on the walls and the Existing furniture to protect them from damage with masking tapes throughout the work.	L.S	1				
	TOTAL						

	FALSE CEILING & CARPET							
Sr.No.	Description	Unit	Qty.	Rate	Amount			
1	Removing the old carpet and disposing off the site, preparing the floor surface with gypsum powder, P & F new Polypropylene Carpet 2.5 Kg grammage OR Handloom wool carpet 2 KG grammage with the underlay	SQ. FT	3800					
2	P & F new 12.5 mm thick Gypsum Board (India Gypsum Make) suspended false ceiling with a cove light provision on GI framework 18" x 18" C/C, all the joints etc. shall be properly filled using proprietory plaster, mesh tape etc. & the surface shall be finished with sand paper etc. in perfect line & level & ready for receiving the paint finish, inclusive of all cut outs for lights, AC openings, fire sprinklers, gadgets etc., complete.	SQ. FT	4750					
3	P & A Asian Royal paint on walls and ceiling with 1 coat of primer, 3 coats of paint, 2 coats of putty, sanding and complete with a smooth surface.	SQ. FT	6500					
	TOTAL							

ELECTRICAL						
Sr.No.	Description	Unit	Qty.	Rate	Amount	
1	Wiring to LOOPED 20 light points per circuit with 2 x 2.5sqmm ZH-FR-LS Insulated copper 1100V grade wire through surface/conceale fixed GI conduit by means of saddles,base etc. including earthing of fixtures and outlet boxes with 1.5sqmm ZH- FR-LS insualted earthing of fixtures and outlet boxes with 1.5sqmm ZH-FR-LS insualted copper 1100V grade wire. Rate to include wiring from DB with controlling by 16 Amp MDB switch etc.	Point	5			
2	Wiring to LOOPED LED Strip lights of 5m each x 2nos. light points with 2 x 2.5sqmm ZH-FR-LS Insulated copper 1100V grade wire through surface/conceale fixed GI conduit by means of saddles,base etc. including earthing of fixtures and outlet boxes with 1.5sqmm ZH-FR-LS insualted earthing of fixtures and outlet boxes with 1.5sqmm ZH-FR-LS insualted copper 1100V grade wire. Rate to include wiring from switch plate to switch plate, off wire and additional controlling by 16 Amp MDB switch etc.	Point	5			
3	P & F RCCB 32 - 63 Amp of TS 30 Amp (Legrand Make) with concealed box & lid.	Nos	2			
4	Supply & Installation of 4 core copper cable (Polycab/RR) 4 sq.mm. from DB to ODU AC 5 Nos.	R. Mt	450			
5	Supply and installation of 6 /16A plug point as including Norysis switch socket independent mounted on wall / partition etc. (UPS / RAW Power)	Nos	60			
6	Supplying and fixing Philips Ultra Glow LED Downlight 22 watts 6000 K	Nos	107			
7	S & F of LED strip 22 W per meter light 3000K with PVC casing patti with driver. (Philips/Osram Make)	Meter	100			
	TOTAL					

	CARPENTRY WORK						
Sr.No.	Description	Unit	Qty.	Rate	Amount		
1	P & F Wall panelling camouflaging the openable doors, hardware with 12mm marine ply and fluted charcoal panels.	SQ. FT	240				
2	P & F Wall panelling box type 3" deep behind the TV with openable shutters below for wiring.	SQ. FT	140				
TOTAL							

AC & FIRE SPRINKLERS etc.						
Sr.No.	Description	Unit	Qty.	Rate	Amount	
1	P & F new Diakin/Samsung make 2.0 T one way cassette split AC 3 Star inverter model with installation inclusive of copper pipe with insulation, electrical cables, PVC drain pipes, gas charging &	Nos	5			

	TOTAL			•	
9	Cleaning and finishing the existing paneling and furnitures	LS	1		
8	Roller Blinds for all window openings of the reputed brand. Basic Rate - Rs.155/-	SQ. FT	300		
7	P & F new fire sprinklers concelaed head type ISI grade with flexible pipe in line and level with the gypsum board false ceiling.	Nos	30		
6	P & F new 1" dia GI 'C' Class pipe welded to the 2" main pipe and outlets with reducer elbows for fixing fire sprinkler heads.	R. ft	200		
5	Modification of the existing sprinklers system with new 2" GI 'C' Class pipe installation.	R. ft	150		
4	P & F new aluminium white powder coated horizontal grill of 4" for the AC air supply in line and level of gypsum board vertical surface.	R. ft	270		
3	P & F new aluminium square size 18" x 18" for AC return air diffuser fixed in line and level with the horizontal gypsum board false ceiling with cutouts.	Nos	25		
2	shown in the plan and ODU in the outside running passage.  P & F alterations to the existing AC ducting, extension of new duct of various sizes with insulation, made out of 22 gauge GI Sheet, suspended from the RCC ceiling and connected/modifications to the existing AC, in line & level with false ceiling, complete.	SQ. FT	2200		
	ODU MS Power Coated brackets, complete in line and level with the gypsum board false ceiling as				