

**E-TENDERFOR
PURCHASE OF COMMERCIAL OFFICE SPACE IN AHMEDABAD**

Tender Reference No: EXIM/RFP/2025-26/01

**Export-Import Bank of India
Sakar II, 1st Floor, Next to Ellisbridge Shopping Centre,
Ellisbridge P.O., Ahmedabad-380006.**

Phone: 079 – 6923 6800/ 6923 6806

Email: eximahro@eximbankindia.in

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NOTICE INVITING TENDERS ('NIT')

Export-Import Bank of India (herein after referred to as '**the Bank**'), having its Head Office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai, and regional office in Ahmedabad at Sakar II, 1st Floor, Next to Ellisbridge Shopping Centre, Ellisbridge P.O., Ahmedabad-380006, invites bid e-tenders from reputed builders/developers or their POA holder / Authorised Agent for outright purchase of Commercial Space for office premises in Ahmedabad. Preference will be given to ready-built property. Ready-built property means premises complete in all respects and possession being given to the Bank within 1 to 2 months from the date of the Letter of Intent ('**LOI**'). All the necessary permissions and certifications from the concerned local authorities should be in place for the occupation of the premises. The property should be registered with the Real Estate Regulatory Authority ('**RERA**') free from all encumbrances, excluded from provisions of the urban land ceiling act and the owner must have a clear and marketable title on the same. The premises likely to be ready for occupation with guaranteed possession and permanent water/electricity connection. The location, area requirements (carpet area), the schedule of dates for the pre-bid meeting and final submission of the bid, etc. are tabulated for easy comprehension.

The bidder is advised to submit all RERA approvals along with Bid.

The building and office space must be completed in all respect like completion of civil and structural work up to the top floor including terrace work, Installation and commissioning of the lift including a license from a competent authority, lift machine room, its electrical connection, functioning of lift, laying of electrical wiring, electrical panels, switchboards, electrical meters, etc. connection to all floors and NOC from electrical supply authority, Installation of all electrical fittings, testing and making them functional,... Installation of all waterlines, sanitary and plumbing fixtures and testing of the same, Completion of flooring and dado work, ceiling, doors and windows, internal as well as external painting / façade as agreed, completion of drainage work, pathway, approach road work, municipal water connection, water tank (overhead and underground), electrical connection and compound development in all respect including all amenities as agreed must be in place. In nutshell, the office space should be ready to move-in condition

During the inspection/visit by the Bank's committee, the committee will make an assessment of the stage of progress of the building based on the above parameters to ensure that the Builder will be in a position to handover possession of the office space.

Detail requirements of office space

Property Configuration	Carpet Area as per RERA Norms	Preferred Locations/ Area
Commercial Property	Office space [7000 – 10,000 sq ft ± 10% variation]	Nehrunagar, Panjrapole, Shyamal Cross roads, Prahladnagar.

Note:

- The offer with a carpet area of Commercial Space Sq. ft. 7000 – 10,000 ± 10% variation shall also be considered.

Schedule of Events

Sr. No.	Particulars	Details
1.	Name of Work	Purchase of Commercial Property for Office space
2.	Nature of Work	Outright purchase of ready-built Commercial Office space
3.	Time allowed for Handing over the possession	1 to 2 Months from the date of Letter of Intent (LOI)
4.	Earnest Money Deposit (EMD) The EMD of successful Bidder will be retained till handover of the property and no interest shall be payable in whatsoever manner. The initial EMD in the form of DD shall be released only after Performance Bank Guarantee (PBG) of equivalent amount is submitted. EMD of unsuccessful bidders will be returned within 30 days after conclusion of the successful bidding process and no interest shall be payable in whatsoever manner.	₹ 20 Lakhs (Rupees Twenty Lakhs only) by means of Demand Draft / Bank Guarantee, as per Annexure – 'XI' format, (Valid for a period of 180 Days from the last date of submission of the tender) from any Scheduled Commercial Bank drawn in favour of Export-Import Bank of India payable at Ahmedabad. Validity can be extended mutually.
5.	Date of availability of tender documents	From 05/05/2025 to 26/05/2025 up to 16:00 on Bank's Website: https://www.eximbankindia.in and e-Tender Portal: https://eximbankindiatenders.procuretiger.com
6.	Last date and time for receipt of written queries for clarification from bidders in the Pre-bid meeting	By 14/05/2025 up to 18.00 on email – eximahro@eximbankindia.in Note: The intended bidders, along with queries as per the format in Annexure – 'XIII', have to mail the details of authorized representative viz name, mobile no., e-mail id along with authorization letter from the bidder.
7.	Pre-Bid Meeting (Offline)	At 16/05/2025 on 15.00 (Max. Two representatives per bidder will be allowed to participate). Pre-Bid queries, if any, will be posted on Bank's website and e-tender portal by 17/05/2025. (Only written queries submitted by the bidders till the stipulated date and time will be discussed and clarified in the meeting)
8.	Last Date & time for submission of EMD and integrity pact (in original)	By 26/05/2025, 16:00 hrs at the address as mentioned in point no.: 14 of the NIT. Note: It is the sole responsibility of the bidder to ensure submission of the EMD and integrity pact in original by the stipulated date and time at the specified address failing which they will not be eligible to participate in E-tendering.

9.	Last Date & time for submission of online Technical and Price Bid	By 26/05/2025 by 16:00 To be submitted online on e-tender portal – https://eximbankindiatenders.procuretiger.com																								
10.	Date and Time of opening of Online Technical Bid	On 26/05/2025 at 17:00 on e-tender portal – https://eximbankindiatenders.procuretiger.com																								
11.	Date and Time of opening of e-Price Bid.	The price bid of only those bidders will be opened who are found eligible in the Technical Bid scrutiny. The date and time shall be advised separately in due course.																								
12.	Selection procedure	Techno-commercial evaluation by assigning 60% weightage for technical parameters and 40% weightage for price bid (QCBS). The discretion of Bank will be final and binding to all in respect of finalizing parameters on which technical bids will be analysed.																								
13.	Contact Person of e-tender Service Provider for any clarifications regarding e-Tendering procedure, system requirements, digital signature etc.	E-Procurement Technologies Limited 801 – Wall Street-II Opposite Orient Club Near Gujarat College, Ellis Bridge, Ahmedabad – 380006, Gujarat. Email Id: support@procuretiger.com <table><tr><th>Sr. No.</th><th>Name</th><th>Mobile No</th><th>Email Id</th></tr><tr><td>1.</td><td>Fahad Khan</td><td>6352631766</td><td>fahad@eptl.in</td></tr><tr><td>2.</td><td>Shaikh Nasruddin</td><td>6352632098</td><td>shaikh@eptl.in</td></tr><tr><td>3.</td><td>Manish Pathak</td><td>9265562819</td><td>manish.p@eptl.in</td></tr><tr><td>4.</td><td>Mubassera Mansuri</td><td>7859800621</td><td>mubassera@eptl.in</td></tr><tr><td>5.</td><td>Hiral Purohit</td><td>6352631968</td><td>hiral.purohit@eptl.in</td></tr></table>	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
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14.	Address for Communication	Deputy General Manager & Regional Head Export Import Bank of India Sakar II, 1st Floor, Next to Ellisbridge Shopping Centre, Ellisbridge P.O., Ahmedabad-380006
15.	Validity of offer	1 year from the last date of submission of bid
16.	Defects Liability / Warranty period	1-year from the date of actual handover of property to the Bank.
17.	Liquidated Damages / Penalty	0.50% per week subject to maximum 10% of contract value for delay in handing over the building with complete formalities as requested by the Bank
18.	Submission of Technical Bid (Hard Copy)	In addition to submission of Online Technical Bid as well as Financial Bid, the Bidder is also required to submit the whole technical bid with all supporting documents spirally bound securely and in serial order duly indexed & containing all pages duly filled & signed with company seal and date to this Office with a forwarding letter by 16:00 hrs on 26/05/2025 at the address as mentioned at Sr. no. 14.
19.	Tender Fee	The tender document will be made available for the cost of Rs 2,500/- plus applicable tax.

20. All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online tendering.
21. No conditions other than mentioned in the tender will be considered.
22. Bank reserves their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim/correspondence shall be entertained in this regard.
23. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
24. Tenders received without EMD in original shall be summarily rejected and Online Financial Bids of such tenders shall not be opened.
25. Canvassing in any form will disqualify the bidder. No Brokerage will be paid to any broker.
26. Addendum / Corrigendum, if any, will be published on Bank's website and e-tender portal only. Prospective Bidder while submitting their bid must take into consideration all the Addendum / corrigendum published by the Bank.

Yours faithfully,

Deputy General Manager & Regional Head

INSTRUCTIONS TO BIDDER

1. Purpose:

Outright purchase of Commercial Property for office space at preferred areas like Shyamal Crossroads, Nehrunagar, Panjrapole, Prahladnagar.

2. Invitation:

Builders / Developers themselves or through their POA Holder or Authorised Agent desirous to sell property as per requirements provided in Notice Inviting Tenders are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the Successful Bidder will be entirely at the Bank's discretion. We seek proposals adhering to the Bank's requirements in this tender. If the builder/developer wants to participate in the tender through their authorized agent or POA holder then offer from only one authorized agent or POA holder per building will be entertained. The POA duly stamped and registered/notarized should be submitted. If Bank receives offer from more than one agent / POA holder for the same building, then such bids(all the bids) will be summarily rejected.

This Tender document is not an offer by the Bank, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a contract/agreement is signed and executed by duly authorized official(s) of the Bank with the Successful Bidder.

3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

'Bank' means Export-Import Bank of India, having its Office at Sakar II, 1st Floor, Next to Ellisbridge Shopping Centre, Ellisbridge P.O., Ahmedabad-38000605 and includes its representatives, successors and assigns.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

'IEM' means Independent External Monitor appointed by the Bank to monitor entire tender process till final completion of the contract for compliance with the Integrity Pact by all the parties concerned in the contract.

'Bidder / Bidder' means an eligible entity / firm / seller submitting the Bid in response to this RFP.

'Bid' means the written reply or submission of response to this RFP.

'Responsive Bid' means a bid which conforms to all the terms and conditions of the Bidding Document in toto, without any deviation

'Sale Agreement / Deed' means the agreement executed and registered between the Bank and the successful Bidder, as recorded in the contract form signed by the authorized representatives of parties, including all attachments and appendices thereto and all documents incorporated by reference therein by which conveyance of title takes place.

'Builder / Developer' means the entity who intends to sell the constructed property.

'POA Holder / Authorised Agent' means the person (legal/natural) authorized by the Builder / Developer to participate in the tender on their behalf. The POA duly stamped and registered/notarized should be submitted.

Carpet area: Carpet area will be measured in Sq. ft as per RERA carpet area and the

payable price shall be arrived on the basis of quoted rate per unit carpet area based on RERA latest carpet area norms including all inclusions offered along with property.

‘Contract value’ means the value of the entire cost of office space as stipulated in the work order/LOI conveying acceptance of the tender subject to such additions thereto or deductions therefrom as may be made under the provision herein after contained.

‘Month’ means calendar month.

‘Week’ means seven consecutive days starting from Monday.

‘Day’ means an English calendar day.

Where the context so requires, words imparting the singular only also include the plural and vice versa; and any reference to masculine gender shall include feminine gender and vice versa.

4. Governing Language:

The governing language shall be English.

5. Disclaimer:

i. This RFP is not an offer by Export-Import Bank of India, but an invitation to receive responses from the eligible Bidders.

ii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

iii. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of EXIM, is subject to the terms and conditions set out in this RFP.

iv. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice / clarifications from us by email (email id: eximahro@eximbankindia.in) prior to Pre-bid meeting. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

v. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

vi. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

vii. The Bidder is expected to examine all instructions, forms, terms, and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.

viii. Any effort by the bidder to influence the Bank in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of its bid.

6. Bid Integrity:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including accompanying documents, will become property of EXPORT-IMPORT BANK OF INDIA and the documents/drawings/copies of approvals etc. will not be returned to the Bidder under any circumstances.

Integrity Pact: Bidders shall note that the integrity pact as per **Annexure – ‘VIII’** will have to be submitted by them along with the technical Bid and same will be valid for successful bidder for a period of one years after the last payment under the respective contract and for all other Bidders 6 months after award of the contract.

In accordance with the compliance of adoption of Integrity Pact (As per CVC) Bank has appointed under noted Independent External Monitor (IEM) to monitor and review the entire tendering and procurement process. The details of the IEMs are as under:

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
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They will review independently and objectively whether and to what extent both parties have complied with their obligation under Integrity Pact.

7. Mandatory Requirement of Office Space / Minimum Eligibility Criteria:

Property Configuration	Carpet Area as per RERA Norms	Locations
Commercial Property	Office space [7000 – 10,000 sq ft ± 10% variation]	Nehrunagar, Panjrapole, Shyamal Cross roads, Prahladnagar.

➤ Statutory and Other Requirements:

i. **Must be ready built property and possession being given to the Bank within 1 to 2 months from the date of the LOI.**

ii. The property should be registered with Real Estate Regulatory Authority (RERA) and should be free from all encumbrances and provisions of urban land ceiling act and the owner must have a clear and marketable title on the same.

iii. All the necessary permissions and certifications from the concerned local authorities like Commencement Certificate, Occupation Certificate, Structural Stability Certificate, Fire NOC, should be in place for occupation of the office space.

iv. Offered office space/buildings more than 5 years old (to be considered from Occupancy Certificate /BU) will not be considered for the further process. The age of the building will be decided based on date of issue of Completion Certificate/ BU Permission.

vii. Minimum Electrical load per unit should be as per latest NBC (National Building Code).

viii. Passenger lifts as per the guidelines of National Building Code and local bye laws.

ix. Provisions of installations of ACs in all rooms with the drainpipe, copper pipe and power point.

➤ **Facilities and Amenities to be Provided:**

- i. At least 10 dedicated clear (Not considering Hydraulic car parking) car parking (preferably covered) is mandatory.
- ii. 24 hrs. water and power and back-up supply
- iii. Proper firefighting and security arrangements
- iv. Proper sanitary / sewerage system with provision to keep building waterlogging free during monsoon.
- v. The offer with a carpet area of office space of 7000 – 10,000 Sq.ft. \pm 10% variation shall be considered.

8. Measurement of Carpet Area as Per RERA:

Joint measurement of the actual carpet area of the office space offered will be done as per THE REAL ESTATE REGULATORY AUTHORITY (RERA) 2016 norms and the cost of the property will be arrived accordingly.

The carpet area of office space alone will be measured at its floor level by measuring the net usable floor area of office space excluding the area covered by the external walls, staircases, munties, entrance lobbies, pump room, outside passage, refuge area, door jambs, ducts area under services shafts, exclusive balcony or verandah area, flower beds, void spaces and exclusive open terrace area. Please note that the expression “exclusive balcony or verandah area” means the area of the balcony or verandah as the case may be which is appurtenant to the usable floor area of an apartment, meant for the exclusive use of the allottee. “Exclusive terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee. Common area will not be measured. Common area means:

- i. The entire land for the real estate project or where the project is developed in phases and registration under the RERA act is sought for a phase, the entire land for that phase.
- ii. The staircases, lifts, lift lobbies, fire escapes and common entrances and exit of building.
- iii. Common basement, terraces, parks play areas, parking area and common storage spaces.
- iv. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
- v. Installation of central services such as electricity, gas, water and sanitation, air-conditioning, system for water conservation, composting and renewable energy.
- vi. The water tanks, sump, motors, fans compressors, ducts and all apparatus connected with installations for common use.
- vii. All community and commercial facility as provided in the real estate project.
- viii. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.
- ix. The cost of the office space will be decided based on the joint measurement of the actual carpet area at the site as per RERA norms as stated above.

9. Eligibility Criteria: Bidders meeting all the following criteria and statutory requirements are eligible to submit their bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria and statutory requirements, the same would be rejected. Documentary evidence must be furnished against each of the below criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. This Bid is open to all Bidders who meet the minimum eligibility criteria as per clause no. 7 and clause no. 9 of Instructions to

the Bidder and technical parameters for selection as per Annexure – ‘VI’.

The Bidder should be competent to Bid and enter in to contract as per applicable laws in India and provide relevant documents against each eligibility criteria.

- I. The Bidder should not have been blacklisted from participating in any tender issued by Government/PSUs/PSBs or Statutory bodies. A self-declaration needs to be submitted as per **Annexure – ‘X’**.
- II. The bidder or its Group company should have completed similar works satisfactorily during last 7 years. (Client / Architect Certificate or any relevant documents in this regard to be submitted.)
- III. The Bidder will need to submit CA certificate stating the average annual turnover in in last three financial years FY 2021-22, 2022-23 and 2023-24.

10. Clarifications & Amendments on RFP:

i. Bidder requiring any clarification on RFP may notify the Bank in writing at the address / by e-mail (email id: eximahro@eximbankindia.in), within the time and date stipulated in the schedule of Event of NIT. No queries / clarifications shall be sought by telephone call.

ii. A Pre-Bid meeting will be held physically on the date and time specified in the NIT which may be attended by the two authorized representatives of the Bidders interested to respond to this RFP.

iii. The intended bidders have to mail the details of authorized representative viz name, mobile no., e-mail id along with authorization letter from the bidder at eximahro@eximbankindia.in, who will attend the meeting.

iv. The queries received from interested bidders in writing by email to us email id: eximahro@eximbankindia.in will be replied by the Bank thereof (without identifying source of query) will be posted on the e-tender portal.

v. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank’s website and e-tender portal regularly till the last date of submission of Bid document specified in the Schedule of Events / email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments / clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking any clarification(s) and/or amendment(s) into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is or will be, as the case may be, intended to relieve Bidders from forming an independent understanding in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

vi. No request for change in terms and conditions, other than what may be carried by the Bank way of any addenda/corrigenda or clarifications issued in connection thereto, will be entertained. Queries in this regard, will not be entertained.

vii. Bank is not responsible for non-receipt of bids within stipulated time and dates due to reasons including postal / courier delays or holidays.

viii. The Bank shall have the right to cancel the tender process at any time prior to award of contract, without thereby incurring any liabilities to affected bidders.

ix. Any changes in RFP including amendments in bid submission dates, corrigendum will be posted on e-tender portal. No notice / communication in this regard will be done through print media additionally.

11. Contents of Bid Document:

All the parts of this tender documents shall constitute part of the contract document.

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect, will be at the Bidder's risk and responsibility and the same may result in rejection of its Bid.
- iii. The Bid documents prepared by the Bidder, as well as all correspondences relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. All the required documents should be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- v. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non- consideration of the proposal.
- vi. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

12. Submission of Technical Bid:

(i) The bidders are advised to furnish the details in 'Bidder Response' tab of bidding form (The format of bidding form will be as per **Annexure – 'III'**) and upload required documents online on e-tender portal before the end date and time of submission of bid as mentioned in the NIT hereinabove. All the required documents should be signed / stamped by the authorized person(s) before uploading on e-tender portal.

(ii) The technical Bid is to be accompanied by:

a. Bid covering letter on the lines of **Annexure –'II'** on Bidder's letterhead mentioning/confirming the following:

- i. Mentioning details of EMD submitted.
- ii. Certifying that the period of the validity of the Bid is as per terms of this RFP/BID DOCUMENT.
- iii. Confirming that the Bidder has quoted for all the items/services mentioned in this RFP/BID DOCUMENT in their Price Bid.
- iv. Confirming that they agree with all the terms and conditions mentioned in the RFP/BID DOCUMENT.
- v. Confirming that the Bidder including his/its employees and agents shall not disclose Bank's identity or the requirement brief, and the terms offered in this document or the discussion hereafter in the open market or media; that the contents of this offer shall remain strictly confidential between the two parties.
- vi. Confirming that specific response with supporting documents in respect of all requirements of the Bank have been submitted/shall be submitted (as applicable) including annexures.

- b. Proof of payment of Earnest Money Deposit (EMD) as specified in the Schedule of Events.
- c. A certified copy of the Board Resolution or letter of authority or the Power of Attorney showing that the signatory has been duly authorized to sign and submit the Bid document.
- d. An undertaking from the bidder as per Annexure 'IV', Integrity Pact as per Annexure – 'VIII', Non-disclosure agreement as per Annexure – 'IX', Self-declaration of non-blacklisting as per Annexure – 'X' and undertaking for NOC from Society as per Annexure – 'XII' (if applicable).
- e. Copy of registered lease Agreement between the Bidder and the landowner(s) in case the land is on leasehold basis.
- f. Nature of right over the property/status and ownership of the property and details of title over the property - copies of the supporting documents to be attached. Copy of Title report shall be enclosed and in case the bidder is successful Bank will obtain title report from its own panel Advocate to satisfy itself regarding title of the property.

Depending on response, Bank may decide obtaining Title Report and Valuation Report from its own panel Advocates and Valuers respectively for all the bidders.
- g. Power of Attorney/Consent from the owner/majority stake owner if the Bidder is not the owner of the property.
- h. Site Plan, approved layout and building plans from statutory body, drawings, commencement certificate and photographs of the premises and related documents.
- i. Structural Stability Certificate (Earthquake Resistant Building), that is, certificate obtained from a licensed Structural Engineer registered through local applicable authority about the structural stability of the building stating that the construction is in tune with the established standards and is safe, strong and stable. A detailed report to be submitted by successful bidder.
- j. List of amenities provided/to be provided viz., floor finish, lift lobby, entrance lobby, external facade, number of lifts (with valid lift licenses), finishes of staircase, numbers & capacities of transformers, generators, UPS, etc.
- k. Evidence of generator power back-up for electrical supply for lighting and other electrical equipment for connected load.
- l. Fire safety clearance certificate / NOC from Appropriate authority, if not available then to be submitted up to 12 months from the date of issue of LOI along with the occupancy certificate.
- j. Municipal documents and bills as applicable (water bills, property tax, electricity bills)

Please also note that:

- i. The Bid shall be typed and shall be signed by the Bidder, or a person or persons duly authorized to bind the Bidder to the contract.
- ii. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder company.
- iii. Qualified bidder will be required to submit Structural design set and services design set in AutoCAD format along with Soil investigation report, and STRAAD or E-TAB Model as the case maybe before sale deed.
- iv. Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be summarily rejected and the price bid of such bidder will not be opened.
- v. The EMD of the bidders not qualified for the reasons whatsoever including disqualification in the Technical Bid Evaluation shall be returned to the bidder's registered address by Speed Post/Courier/Registered Post or will be handed over to the bidders' representative on production of authorisation letter from the bidder. No interest will be paid on EMD.

13. Submission of Price Bid:

(i) The bidders are advised to offer their quotes online in Price Bid Form on e-tender portal before the end date and time of submission of bid as mentioned in the NIT. The format of price bid is as per Annexure – 'XIV'.

(ii) The rate should be quoted in Indian Currency (₹) only.

(iii) Bidders shall quote rate and amount excluding GST, registration, and stamp duty charges. GST as applicable will be paid separately.

14. Cost of Bid Document:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, procurement of digital signature, expenses associated with any demonstration or presentations which may be required by the Bank, or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

15. Earnest Money Deposit (EMD):

i. The Bidder shall furnish EMD of ₹ 20 Lakhs (Rupees Twenty Lakhs only) in Original within stipulated date and time. Scanned copy of the same needs to be uploaded along with Online Technical Bid.

ii. Any Bid not accompanied by EMD for the specified amount shall be rejected summarily.

iii. EMD can be paid through DD / BG modes as detailed below, mode-wise:

a. Demand Draft (DD): favouring "Export-Import Bank of India" payable at Ahmedabad, tenure can be extended mutually.

b. Bank Guarantee (BG) from a Scheduled Commercial Bank: Bidder must ensure validity of BG till 180 days from last date of submission of technical bid and extendable with mutual consent. If any bidder does not convey his acceptance for such extension, his bid will not be processed further.

c. DD/BG are to be sent by post (or hand delivered) on the address of communication given in Schedule of events in such manner as to reach the addressee on or before the specified time on the last date of submission of the Bid as given in the Schedule of events. Scanned copies are to be uploaded with the Technical Bid documents on the e-tendering portal.

DISCLAIMER: The Bank shall not be held responsible for delay in delivery or loss of the post in transit.

iv. The EMD of unsuccessful bidders will be returned within 30 days after conclusion of the successful bidding process and no interest in whatsoever manner shall be payable. The EMD of successful Bidder will be retained till handover of the property and no interest shall be payable in whatsoever manner.

v. The EMD shall be forfeited provided:

a. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP/BID DOCUMENT; or

b. if a Bidder makes any statement or encloses any form which turns out to be false /incorrect at any time prior to signing of contract.

c. If the successful bidder fails to submit the mandatory documents required as per this RFP/ BID in stipulated time, the EMD shall be forfeited.

- d. If EMD is forfeited for any reasons mentioned above, the concerned Bidder shall be prevented from participating further in this RFP/BID DOCUMENT.
- e. If successful bidder fails to deliver possession of the office space within 1 to 2 months from the date of issue of LOI.

16. Bid Evaluation:

All the offers received will be screened and shortlisted by the Committee of the Bank based on the requirement specified and the details submitted by the bidder, if required by carrying out inspection of the offered sites. All such shortlisted offers will be further inspected and examined by the Committee of the Bank and will be further evaluated on the qualitative aspects in various parameters like locational factor, distance from advertised area, amenities available, exclusivity, nearby surroundings, proneness to water logging / flood etc., quality of construction, efficacy of internal layout of units offered and layout of buildings in complex and reputation of the builder etc. as given in the **Annexure – ‘VI’**. However, the decision of Bank’s committee in respect of assigning score on the basis of parameters will be binding to all the builders and the same will not be challengeable. The payment terms and the stages of its release are given in **Annexure – ‘VII’**. The ratio of the weightages to be assigned to the qualitative aspects as mentioned above and to the rate / price quoted in the price bid will be in the ratio of 60% and 40% respectively as mentioned in **Annexure – ‘VI’**. With a view to bring all the offers on common platform / payment terms etc. if required, EXIM at its discretion can call further price bids from all such shortlisted bidders. The offers will be arranged in order of merit based on the marks secured. The requirement of office space will be met from the offers according to their inter-se merit position starting from number one first. The Bank also reserves the right to accept or reject any or all the offers or part of the offers without assigning any reasons there for.

17. Period of Validity of Bids:

- i. Bids shall remain valid for one year from the date of price bid opening.
- ii. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- iii. The Bid validity / may be extended at the discretion of the Bank and If any bidder does not convey his acceptance for such extension, his bid will not be processed further and will be liable for rejection.

18. Award Criteria:

- i. The Bank will notify acceptance by LOI to successful Bidder.
- ii. The Selected Bidder has to return the duplicate copy of the LOI to the Bank within 7 working days, duly accepted, stamped and signed by authorised signatory in token of acceptance along with Copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the acceptance letter/ LOI and contract should be submitted. The acceptance shall be unconditional and irrevocable.
- iii. The notification of award and acceptance thereof shall constitute the formation of the contract.
- iv. Until the execution of a formal Agreement, the Signed Bid document, together with the Bank’s notification of award (LOI) would constitute a binding contract between the Bank and the successful Bidder.
- v. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- vi. The Bank will do title search through advocate and the Bank’s valuer will measure the carpet area of each offered office space as per specification mentioned above and valuation also.

19. Execution of Agreement and Handing Over of Property:

i. The successful Bidder shall obtain OC within 1-2 months of signing of LOI. Post receives of OC, the Bank may sign agreement for sale/sale deed/conveyance deed/ any other documents of property suggested by the Bank's advocate with successful bidder or within such extended period as may be decided by the Bank. Final sale document and incidental documents will be in the format prepared by the Bank's Advocate and no changes by the successful bidder will be entertained.

ii. Expense towards Stamp Duty and Registration Charges in connection with the execution of the Sale Agreement as a result of this RFP/BID DOCUMENT process shall be borne by the Bank. Necessary co-ordination with the Sub Registrar's Office to be done by the Bidder and it will be responsibility of the bidder to provide details of the stamp duty required as per the ready reckoner rate. All incidental expenses, if any, in this regard other than stamp duty and Registration Charges are to be borne by the Bidder. The bidder would have to submit necessary Income Tax clearance and other NOCs at the time of registration of sale deed.

iii. The vacant and peaceful possession of the property shall be handed over with the execution and registration of the sale agreement.

iv. No dues (society or statutory taxes) shall be outstanding at the time of handover of the property by the successful Bidder. The supporting documentary evidence of all receipts shall be submitted in this regard by the successful Bidder (last paid receipts of property tax, water tax, NOC regarding society dues in case there is an existing society, or society formed by developers, etc. if any).

20. The Bank's Right to Accept Any Bid and Reject Any or All Bids:

Submission / receipt of the Bid does not constitute acceptance of the said offer by the Bank. The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without assigning any reason and/or incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action/assign any reason whatsoever of the Bank's action and decision of EXIM in this regard shall be final and binding.

21. Limitation of Liability:

Under no circumstances the Bank shall be liable to the Bidder for direct, indirect, incidental, consequential, special, or exemplary damages arising due to rejection of Bid/s.

With regard to the liability of the Bidder, the limitation of liability shall not be confined only to loss suffered by the Bank arising out of fraud, misrepresentation or breach of confidentiality obligations perpetrated by the Bidder and, in such cases, the claim lodged (by the Bank) shall be equivalent to actual loss suffered by the Bank or as may be quantified/imposed or ascertained by a competent Authority (Statutory or Judicial).

22. Indemnity:

The Successful Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of the Bank's authorized/bona fide use of the property purchased from the Bidder under this RFP/BID DOCUMENT.

23. Fraud & Corrupt Practices:

The Bidder and their respective officers, employees, agents, and advisors shall observe the highest standard of ethics during the Bidding Process.

Notwithstanding anything to the contrary contained herein, the Bank shall reject an application without being liable in any manner whatsoever to the Bidder if it determines

that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the Bidding Process

If a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any RFP/BID issued by the Bank for a period of 5 (five) years from the date when such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning herein after, respectively assigned to them:

a. "Corrupt Practice" means

i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

ii. engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the letter of authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the property or the letter of authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the property;

b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.

c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.

d. "Undesirable practice" means establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process;

e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

24. Force Majeure:

The Bidder or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other pandemic/epidemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank within 15 days in writing of such conditions and any change thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform his obligations under the contract as far as possible and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

25. Applicable Laws:

The contract shall be governed by Indian laws and subject to the exclusive jurisdiction of courts at Ahmedabad.

26. Taxes & Duties:

i. The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

ii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the contract shall relieve the Bidder from his responsibility to pay any tax/GST that may be levied in India on income and profits made by the Bidder in respect of this contract.

27. Compliance with Laws:

i. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with all laws in force or as are or as made applicable in future, pertaining to or applicable for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

ii. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP/BID DOCUMENT under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

iii. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

28. Non-Disclosure Agreement:

i. The selected Bidder shall submit a signed Non-Disclosure Agreement (NDA), as per **Annexure – 'IX'** and be bound by it.

ii. The Bidder shall treat all documents, information, data and communication received from the Bank as privileged and confidential and shall not disclose the details of Contract, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the Bank in connection therewith, without prior written consent of the Bank.

29. Set-Off:

i. Without prejudice to other rights and remedies available to the Bank it shall be entitled to earmark, set-off or adjust any amounts due to the Bank, under any clause of the RFP/BID DOCUMENT, from the selected Bidder against payments due and payable by the Bank to the selected Bidder/Service Provider.

ii. If any dues are found pending/ not paid, by the successful bidder, after the execution of sale deed, the sum will be recovered from the EMD and the successful bidder would have

to replenish the amount paid by the bank.

iii. The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

30. Ownership of Documents & Data:

i. In the event of awarding the contract to the successful bidder, the chain of title of Ownership, patent rights, legal rights of the documents/drawings/blueprints etc., prepared by or for the Bidder arising out of or in connection with this Contract shall vest with Bank and the successful bidder shall relinquish the rights associated with those documents/drawings/blueprints etc.

ii. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Bank, the Bidder shall deliver all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Bank at no additional cost.

iii. The Bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such documents.

31. Liquidated Damages:

In case of default in handing over premises to the Bank within the stipulated period / authorised extended period, liquidated damages @ 0.5% per week subject to a maximum of 10% of the deal value will be charged to the successful bidder by the Bank.

BUSINESS RULE DOCUMENT FOR E-TENDERING

ONLINE E-TENDER FOR PURCHASE OF COMMERCIAL PREMISES FOR OFFICE SPACE IN Ahmedabad FOR EXPORT-IMPORT BANK OF INDIA.

(A) Business rules for E-tendering:

1. Only Service Providers who fulfilled the prequalification criteria shall be eligible to participate.
2. Bank will engage the services of an e-tendering Service Provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering Service Provider, the Bank will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through Service Provider for compliance.
5. Bidders have to send by email, the compliance form in the prescribed format (provided by Service Provider), before start of e-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on the scheduled date & time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the items listed in the tender.

(B) Terms & Conditions of E-tendering:

Bank shall finalize the tender through e-tendering mode for which M/s. e-Procurement Technologies Ltd. has been engaged by the Bank as an authorized Service Provider. Please go through the guidelines given below and submit your acceptance to the same along with your bid.

1. E-tendering shall be conducted by the Bank through M/s. e-Procurement Technologies Ltd., on pre-specified date. While the bidders shall be quoting from their own offices/place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves. In the event of failure of their internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.
2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements/alternatives such as back-up power supply etc. whatever required so that they can circumvent such situation and still be able to participate in the e-tendering successfully.
3. Failure of power at the premises of the bidder(s) during the e-tendering cannot be the cause for not participating in the e-tendering. On account of this, the time for the e-tendering will not be extended and the Bank shall not be responsible for such eventualities.
4. M/s. e-Procurement Technologies Ltd., Ahmedabad shall arrange to train bidders' nominated person(s), without any cost to the bidders. They shall also explain bidders all the rules related to the e-tendering. Bidders are required to give their compliance on it before start of bid process.
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in online e-tendering.
6. **BID PRICE:** The bidder must quote the rate as per the tender document provided by the Bank.
7. **VALIDITY OF BIDS:** The bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

8. Procedure of E-tendering:

Online e-tendering:

a) The Technical as well as Price Bids will be available on the e-tender portal during the period specified in the NIT.

b) In the price bidding form, made available in the e-tender portal, the bidders will be required to fill-in their item-wise rates for each item.

c) The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

d) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.

e) In case, the bidder(s) fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.

9. LOG IN NAME & PASSWORD: Each bidder is assigned a Unique Username & Password by M/s. e-Procurement Technologies Ltd., Ahmedabad. The bidders are requested to change the password after the receipt of initial password from M/s. e-Procurement Technologies Ltd., Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

10. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled/withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Successful Bidder backs out or fail to complete the work as per the rates quoted, the Bank shall be at liberty to take action as deemed necessary including de-paneling such bidders and forfeiting their EMD.

11. At the end of the e-tendering, the Bank will decide upon the winner. The Bank's decision on award of contract shall be final and binding on all the bidders.

12. Bank shall be at liberty to cancel the e-tendering process/tender at any time, before ordering, without assigning any reason.

13. Bank shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

14. Other terms and conditions shall be as per your technical and commercial offers and other correspondences till date.

15. OTHER TERMS & CONDITIONS:

a. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.

b. The bidder shall not divulge either his bids or any other exclusive details of the Bank to any other party.

c. Bank decision on award of contract shall be final and binding on all the bidders.

d. Bank reserve their rights to extend, reschedule or cancel any e-tendering within its sole discretion.

e. Bank or its authorized Service Provider M/s. e-Procurement Technologies Ltd., Ahmedabad shall not have any liability to the bidders for any interruption or delay in access to the site irrespective of the cause.

f. Bank or its authorized Service Provider M/s. e-Procurement Technologies Ltd., Ahmedabad is not responsible for any damages, including damages that result from, but are not limited to negligence.

g. Bank or its authorized service M/s. e-Procurement Technologies Ltd., Ahmedabad

will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the following Process Compliance Statement duly signed to M/s. e-Procurement Technologies Ltd., Ahmedabad.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

PROCESS COMPLIANCE STATEMENT

(The bidders are required to print this on their company's letterhead and sign, stamp before uploading)

M/s. e-Procurement Technologies Ltd.
A-801, Wall Street - II,
Opp. Orient Club,
Nr. Gujarat College, Ellis
Bridge, Ahmedabad - 380 006.

TENDER FOR PURCHASE OF COMMERCIAL PREMISES FOR OFFICE SPACE IN AHMEDABAD FOR EXPORT-IMPORT BANK OF INDIA.

Dear Sir,

This has reference to the terms & conditions for the e-tendering mentioned in the tender document, this letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the e-tendering as mentioned in RFP of the Bank as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that the Bank and M/s. e-Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We hereby confirm that we will honour the bids placed by us during the e-tendering process.
- 7) We confirm that we are the Service Providers/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the tender, we hereby authorise the Bank to disqualify/reject our tender without notice and take further action as deemed fit.

With regards,

Date:

Signature with company

sealName:

Company / Organization:

Designation within Company /

Organization: Address of Company /

Organization:

BID COVERING LETTER

(The bidders are required to print this on their company's letterhead and sign, and stamp before submitting)

Deputy General Manager,
Export-Import Bank of India,
Sakar II, 1st Floor,
Next to Ellisbridge Shopping
Centre,
Ellisbridge P.O.,
Ahmedabad-380006.

Dear Sir,

TENDER FOR PURCHASE OF COMMERCIAL PREMISES FOR OFFICE SPACE IN AHMEDABAD FOR EXPORT-IMPORT BANK OF INDIA.

1. I / We have examined the above RFP/BID DOCUMENT, the receipt of which is hereby duly acknowledged, and subsequent pre-Bid clarifications/modifications/revisions, if any, furnished by the Bank. I / We shall abide by the terms and conditions spelt out in the RFP/BID DOCUMENT. I / We shall participate and submit the price Bid on the date advised to us on M/s EPTL Portal.
2. While submitting this Bid, I / We certify that:
 - a. The undersigned is authorised to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b. Prices submitted by me / us have been arrived at without agreement with any other Bidder of this RFP/BID DOCUMENT for the purpose of restricting competition.
 - c. The prices submitted by me / us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP/BID DOCUMENT.
 - d. I / We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - e. The rate quoted in the price bids are as per the RFP/BID DOCUMENT and subsequent pre- Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
3. If our offer is accepted, I / We undertake to hand over the vacant and peaceful possession of premises to the Bank as specified in this RFP/BID DOCUMENT.
4. I / We agree to abide by all the terms and conditions of this RFP/BID DOCUMENT, and the rates quoted therein by us for the premises to be provided to the Bank will be valid up to the period prescribed in the Bid, which shall remain binding upon us
5. I / We certify that I / We have not made any changes from the contents of the RFP/BID DOCUMENT read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
6. It is further certified that the contents of our Bid are factually correct and that we have quoted for all the items/services mentioned in this RFP/BID DOCUMENT in our price Bid. I / We also accept that in the event of any information/data / proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
7. We, including our employees, agents, and Bidders undertake that we would not disclose EXIM's identity or requirement brief and the terms offered in this document or discussion hereafter in the open market or media or any third party.

8. I / We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
9. If our Bid is accepted, I / We undertake to enter into and execute, when called upon by the Bank to do so, a contract as per the RFP/BID DOCUMENT and I / We shall be jointly and severally responsible for the due performance of the contract.
10. We understand that the name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
11. We confirm that specific response with supporting documents in respect of all requirements of the Bank have been submitted as per RFP. The document which needs to be submitted in case we become successful bidder shall be submitted (as applicable) as per the terms of RFP.
12. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP/BID DOCUMENT.
13. Documentary evidence of payment of EMD vide DD no _____ date _____ drawn from _____ Branch of _____ Bank payable at _____ or BG issued by _____ Bank bearing BG no _____ dated _____) along with other documents required as per the RFP/BID DOCUMENT are attached.
14. Our Bid shall remain valid for 1 year from last date of submission of bid.

Dated this day of.....2024

(Signature) (Name)

(In the capacity of)

Duly authorised to sign and Bid for and on behalf of

Seal (in case of registered entity) with date below the signature

TECHNICAL BID FORM**(FOR REFERENCE ONLY; TO BE FILLED ONLINE IN E-TENDER PORTAL)**

Sr. No.	Particulars	Bidder's Response
1	Reference No. EXIM/RFP/2025-26/01	
2	Details of Tenderer / Firm / Builder / Owner	
2.1	Name of the Owner / Co. / Firm / Promoters, etc.	
2.2	Full Postal Address with contact number and e-mail Id	
2.3	Name of Contact Person duly authorized and his mobile / phone number and e-mail Id	
2.4	EMD details Amount (Rs.): Demand Draft / BG No.: Name of the Bank: Date:	
2.5	Status of tenderer / firm: (Whether Proprietary / Partnership / Pvt. Ltd. /Public Ltd. etc.)	
2.6	Mention turnover of the Company during last three financial years	2021-2022 : 2022-2023 : 2023-2024 :
2.7	Copy of registered development agreement between Builders (Tenderer) and the Landowners in case the land does not belong to the Builders (Tenderer)	
2.8	Real Estate Regulatory Authority (RERA) registration number	
2.9	Goods and Service Tax number (GST)	
3.1	Marketability of Title of the Tenderer	
3.2	Solicitor's / Advocate's name & address along with Phone / Mobile / Fax nos. and e-mail Id	
3.3	Detailed report of the Solicitor / Advocate for the marketability of titles is to be enclosed:	
4.1	Name of the Building Offered	
4.2	Address of the Building	
4.3	Usage of property (As approved by Competent Authority)	Residential / Commercial / Residential & Commercial / Industrial
4.4	Whether the proposal is for sale of Commercial space in a multistore building: No. of floor levels in the building	
4.5	At which floor, the premises are offered. If required, separate list can be attached for 4.5 to 4.6	
a)	Total Carpet Area of office space as per RERA	Sq. ft.
b)	Whether the Carpet Area of the office space mentioned above is in accordance with the mode of measurements specified by EXIM under clause 8 of Instructions to Bidder	

4.6	Age / Condition of the construction / Building	
4.6.1	Newly constructed within 5 years (Completion and Occupation Certificate with date to be enclosed)	
4.6.2	Period within which the office space on offer can be handed over to the EXIM after finalization of the deal.	
4.7	Specification of the construction materials used (May use separate annexure) a) Type of foundation: b) Flooring: c) Internal Walls: d) External Walls: e) Doors / Windows: f) Bathroom: g) Electrical fixtures and fittings: h)Sanction electricity load i) External finish / cladding: j) Floor to floor height	
4.8	Whether Structural Stability Certificate enclosed (Certificate shall be from licensed structural Engineer of AMC)	
5	k) Details of land / site	
5.1	Ownership of the land	Free Hold / Lease Hold
	a) If lease hold gives residual period of lease & name of the title holders / lesser	
	l) b) Annual lease rent & amount	
	c) Consent of lesser for sale of office space	
5.2	Size of plot	
	a) Frontage in ft.	
	b) Depth in ft.	
5.3	a) Area of the plot	
	b) Covered area (Ground coverage)	
	c) Open area	
5.4	Topography of the land/site	Level / Undulated / Slopping / Low lying
5.5	Source of water supply to the building	
a)	Any establishment easements regarding Right of way / passing for mains of water / Electricity	
5.6	Does site or portion fall within railway / national highway and whether underground cable Traverses the site.	
5.7	Site plan of the Land / site to be enclosed	
6	Details of locality	
6.1	Character Type of Locality	Commercial / Shopping Complex / Industrial

6.2	Whether the locality is free from Special hazards like fire / flood etc.	
6.3	Whether the locality has protection from adverse influence such as	
	a) Encroachment	
	b) Industrial Nuisance, smoke, noise etc.	
6.4	<u>Locality's proximity to the following places in kms.</u> a) Railway b) Market Place c) Schools/ Colleges/Universities d) Hospitals e) Bank f) Bus stand g) Aerodrome	
7	Details of boundary and adjacent building	
7.1	<u>Boundary of the property:</u> a) North b) East c) South West	
7.2	<u>Common facilities provided:</u> a) Car Parking b) Two-wheeler Parking c) Sanctioned Power Load in kW d) 24 hrs. water / overhead tanks e) Nos. of Lifts and there Make f) Generator / Alternate Arrangement for emergency g) Anti-lightening devices h) Firefighting arrangements i) Anti-Burglary device j) Security arrangement k) Proper Sanitary / Sewerage system l) Other amenities if any: Canteen, separate service lifts, reception area,	
8	Details of plans / blueprints / sanctioned plans	
8.1	Whether plans of the property have been sanctioned by the Competent Authorities	
8.2	If sanctioned, please enclose certified copies of the complete set of approved plans, together with site h) plan, AMC letter etc.	
8.3	Whether Commencement Certificate (CC) full or part obtained from competent authorities. If obtained, please enclose certified copies of the same.	
8.4	Name and Address of Architect / Consultant with contact number and e-mail Id	

8.5	Is there any deviation from the sanctioned plan	
8.6	Can these deviations be regularized?	
9	Provision for proper arrangement of the safety	
9.1	Are the safety measure taken?	
9.2	If yes, give details of arrangement	
9.3	Is No Objection Certificate obtained / Secured from the fire control authorities	
9.4	If yes, produce certified copies of the same.	
10	Completion / Occupation Certificate	
10.1	Whether Completion / Occupation Certificate issued by the Competent Authorities	
10.2	Designation of the authorities which has issued the Completion / Occupation Certificate	
11	Complete details of previous completed project covering all information like total area of construction, cost, nos. of units etc.	

UNDERTAKING FROM THE BIDDER

(The Owner(s) are required to print this on their letterhead and sign, and stamp before submitting)

I/We _____ (Name) M/s. _____

(Name/Company/ Body/Firm) hereby certify that I/we are the owners of the flats/property
as described _____ at _____
(Address)

and are legally entitled to sell the subject flat/property. I / We declare that the information furnished above is true and correct and conforms to the Bank specifications.

Signature of Owner

I/We further declare, confirm, and undertake:

(a) That the office space and the land on which the same is constructed has clear marketable title and the same is free from all encumbrances, charges, court cases, litigation and is free from any kind of dispute of any nature.

(b) That the property will be delivered mortgage free, if mortgaged, at the time of registration.

(c) That the drafts of all documentation which may be finalized by the Bank and its solicitors/lawyers shall be final and binding on me/us.

(d) That all the outgoing and other expenses will be borne by the Bank from the date of handing over of physical possession of the office space or conclusion of the sale transaction, whichever is later. Any expenditure/expenses including arrears of taxes, charges etc. prior to the said date will be borne by me/us and shall keep the Bank indemnified. Stamp duty and registration charges will be borne by the Bank. GST will be paid to the Builder by the Bank if applicable.

(e) To furnish the No Dues Certificate / NOC from the concerned Society, for which the entire payment will be made by me/us.

(f) That the transfer fees or any other charges or contributions or outgo and all other expenses demanded by and / or payable for transfer of the offered office space to the Society, or to any other entity/authorities etc. incurred by either party shall be borne and paid by me/us alone.

(g) I/We am/are aware that the Bank is not bound to accept the lowest or any or all the Tenders and will not be required to give any reason for rejecting any Tender.

(h) That the car parking (whether covered or stilt or open or both) would be as per the measurement at site and would be incorporated in the sale deed before execution of the sale deed or a letter authorizing the said use will be provided by us. No extra payment shall be payable for car parking.

(i) The form which is downloaded from the website has not been changed or corrected in any manner, and on the conditions as appearing in the original will be treated as valid.

(j) That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.

(k) That there is no mention of any financial details in the Technical Bid or anywhere else other than Financial Bid, and that there are no technical and commercial conditions in Financial Bid.

(l) That the following documents as per the requirement of the Bank or its solicitors will be provided:

- Sale deed or any other title documents through which the offered property was purchased by me/us earlier.
- All original chain of title documents pertaining to the property.
- Receipt of payment of latest Society charges, Electricity Bill, Utility Bills, Property tax and any other charges.
- Non-encumbrance Certificate and any other document required for effective transfer of the office space to the Bank.
- NOC from the concerned Bank/FI who has financed the project

(m) My/our offer is open for acceptance for a period of one year from the last date of submission of Bid.

(n) I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/tender document and I/we understood the instructions fully.

Place:

Signature of Tenderer with Seal

Date:

Name:

OFFICE SPACE AREA DETAILS

General Details of the office space area

1.	Name of the Building	
2.	Unit Nos.	
3.	Floor on which the units are offered	
4.	Offered carpet area in Sq. Ft.	
5.	Address of the property	
6.	Details of builder / Owner	
7.	Age of building (as per the Occupancy Certificate/ B U permission)	

TECHNICAL PARAMETERS AND MAXIMUM SCORE FOR EACH PARAMETER

The detailed list and marks assigned to each parameter is as under:

Sr. No.	PARAMETER	MAXIMUM MARKS
1.	Location & Carpet Area as per NIT a. Locations of Shyamal Crossroads, Nehrunagar, Panjrapole, Prahladnagar,- 20 Marks b. Other locations – 0 Marks	20
2.	Proximity of the main road to Main Entry of Building i. On the main road – 10 marks ii. Innerside of the main road – 5 marks	10
3.	Age of building – as on January 2025; will be calculated as per Occupancy certificate i. Upto 02 years – 15 marks ii. From 02- 05 years - 10 marks iii. 05 years and above - 0 marks	15
4.	Proximity to BRTS, Metro Station, Hospital, i. All facilities within 02 kms from Exit Gate – 15 marks ii. All facilities above 02 kms and upto 04 kms from Exit Gate – 10 marks iii. All facilities above 04 kms from Exit Gate - 0 marks	15
5.	Car Parking offered i. 10 or more clear covered car parking – 10 Marks (* Clear – Not considering Hydraulic Parking) ii. Less than 10 covered / uncovered/ Hydraulic parking. – 5 Marks iii. No car parking – 0 marks	10
6.	Quality of Constructions & electrical fittings viz. Tiling, electrical wiring and MCB Distribution, Plumbing, quality of lifts etc: i. Excellent Quality: (Excellent Construction quality, efficient internal layout in terms of natural light and ventilation, high efficiency lifts from Reputed brands, separate Service lifts, Directors lift) – 10 Marks ii. Good Quality: (Good Construction quality, efficient internal layout in terms of natural light and ventilation, high efficiency lifts from Reputed brands) – 05 Marks iii. Average Quality - 0 Marks To be certified by Registered Architect appointed by the Bank	10
7.	If the Building/Complex/Premises has Green Building certification and EV charging facility. i. Both available – 10 Marks ii. Green Building certification available but EV facility not available – 5 Marks iii. Green Building certification not available but EV facility available – 3 Marks iv. Green Building certification not available and EV facility not available – 0 Marks	10
8.	Inspection by the Bank's Committee	10
	Total Marks	100
	Minimum Qualifying Marks	60

- i) Preliminary evaluation of the technical bids will be done to ensure that the bidders fulfil the basic selection criteria including minimum 60% marks as per detailed terms and conditions specified in the tender documents.
- ii) Financial bids will be opened only if minimum two technically qualified bidders are shortlisted.
- iii) The technical bids will be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the bid document to arrive at the qualifying marks.
- iv) Marks obtained by each bidder in technical bid will be allotted weightage of 60% while the financial bids will be allotted weightage of 40%.
- v) The various offers will be evaluated location wise, and office space shall be purchased from the bidders who score the highest marks in QCBS (Quality cum cost based system) basis. If office space offered by H1 (highest marks scorer) is less than the requirement, then the Bank may consider purchasing the balance quantity from H2, H3 and so on at its discretion.
- vi) The price bid of only those bidders will be opened who meets Mandatory Requirement of office space / Minimum Eligibility Criteria as mentioned under clause no. 7 & 9 of the Instructions to Bidder and also obtained a minimum qualifying mark of 60% in their technical evaluation.
- vii) Price bid of the bidder with the lowest cost will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices. Similarly technical bid of the bidder having obtained highest marks will be given technical score of 100 and other bids will be given technical score proportional to the marks obtained by them.
- viii) The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- ix) On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as H-1 followed by the bidders securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined score and ranked as H-1 will be invited for negotiation, if required and shall be considered for awarding the contract/order. The formula for working out the combined score will be as under:

$$\text{Total scores} = T(w) \times T(s) + F(w) \times F(s)$$

T(w) stands for weightage for technical score i.e., 0.6

T(s) stands for technical score evaluated as mentioned in (v) above.

F(w) stands for weightage for financial score i.e., 0.4

F(s) stands for financial score evaluated as mentioned in (v) above.

We produce below an example to clarify the matters. Suppose there are three bidders (A, B & C) qualified based on the marks received / technical parameters and the marks received by them and rate quoted by them are as under:

Bidder	Marks obtained in Technical bid	Rate quoted ₹ Per Sq.ft Carpet area
A	80	14500
B	70	13500
C	75	14000

For the purpose of evaluation, the three bidders will be given scores as under:

Bidder	Technical Score	Financial Score
A	100	93.10
B	87.5	100
C	93.75	96.43

Total Score of the bidder will be as under:

$$A = 0.6 \times 100 + 0.4 \times 93.10 = 97.24 \text{ (H1)}$$

$$B = 0.6 \times 87.5 + 0.4 \times 100 = 92.50 \text{ (H3)}$$

$$C = 0.6 \times 93.75 + 0.4 \times 96.43 = 94.82 \text{ (H2)}$$

Bidder 'A' (H1) is the successful and Bank may purchase flats from them after due evaluation.

Note: In respect of grading and score, the decision of the Bank will be final and will be binding for the Builders. The same cannot be challenged.

STAGES OF PAYMENT

The stages of payment will be as follows:

i) Confirmation of completion of the construction including internal finishing works like Tiles, Plumbing and Sanitary, Fixture, Internal painting, Doors, Windows along with compound development, club house, internal road, pathways, play area, Garden, gymnasium and other allied works with all other external services including plumbing, water supply, rainwater, sewage, drainage, electrical installations, water tanks, lifts, etc. including obtention of all NOCs, Permissions from Civic authorities, water supply, drainage connections, electrical connection and meters, lifts operational with test certificates from Govt. lift inspectors and other authorities	100.00% of agreed cost
ii) Confirmation and submission of building completion and occupation certificate from Govt. Authorities	
iii) At the time of Execution of sale deed, registration and handing over possession of office space to the Bank complete in all respect	
TOTAL	100% of agreed cost

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 and Regional Office in Ahmedabad at Sakar II, 1st Floor, Next to Ellisbridge Shopping Centre, Ellisbridge P.O. Ahmedabad - 380006 hereinafter referred to as “The Principal”,

And

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

Preamble

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

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the RFP for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the RFP process treat all Applicant(s) with equity and reason. The Principal will in particular, before and during the RFP process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential / additional information through which the Applicant(s) could obtain an advantage in relation to the RFP process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive Suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Applicant(s) / Contractor(s) commit themselves to observe the following principles during participation in the RFP process and during the contract execution.

a. The 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 Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices specifications, certifications, subsidiary contracts, submission or non-submission of Applications or any other actions to restrict competitiveness or to introduce cartelization in the process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Applicant(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Applicant(s)/ Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The 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.

g. In case the contract permits sub-contracting by the Bidder(s) / Contractor(s), then the Contractor shall take responsibility of the adoption of Integrity Pact by the sub-contractor(s) and to ensure that all sub-contractor(s) also sign the Integrity Pact. In case of the sub-contractor(s), the Integrity Pact will be a tri-partite arrangement to be signed by the organization, the Contractor and the sub-contractor.

(2) The 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 Applicant(s)/ Contractors(s) from the RFP process.

Sanction 4 – Compensation for Damages

(1) If the principal has disqualified the Bidder(s) from the RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages asdeemed fit.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages as deemed fit.

Section 5 - Previous transgression

(1) The 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 RFP 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 Applicant makes incorrect statement on this subject, he can be disqualified from the RFP process.

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

(1) In ease of Sub-contracting, the Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.

(3) The Principal will disqualify from the RFP process all Applicants who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

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

Shri Janak Digal 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
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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 Applicant(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising later, the IEM shall inform Managing Director (MD), India Exim Bank and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor enough information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Managing Director (MD), India Exim Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Managing Director (MD), India Exim Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Managing Director (MD), India Exim Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ahmedabad.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium member.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

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

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

Date_____

Witness 1:

(Name & Address) _____

(For & On behalf of
(Office Seal)

Witness 2:

(Name & Address) _____

NON-DISCLOSURE AGREEMENT

This Agreement is made on the _____ day of _____ 2025 by and Between _____, (an _____ incorporated under the _____) having its office at _____ (hereinafter referred to as “_____” or the “**Receiving Party**”, which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

Export-Import Bank of India, a corporation established under the Export-Import Bank of India Act, 1981 and having its Head Office at Floor 21, Centre One Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400005 and one of its Regional Office at Ahmedabad (hereinafter referred “Exim Bank” or “**Disclosing Party**”) which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**.

_____ & Export-Import Bank of India are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

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

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

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

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent

development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use of disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. **Term:** This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between ____ and Exim Bank.

However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists of analyses, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Confirmation:** The Receiving Party hereby confirms that it has not in any manner whatsoever, violated any obligation and/ or provision of this Agreement from the date hereof till the execution of this Agreement.

6. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

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. **Indemnity:** 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 Ahmedabad.

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

All Confidential Information is provided on “as is” basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of

trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

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

Disclosing Party

Receiving Party

By _____

By _____

Name:

Name:

Title:

Title:

SELF-DECLARATION FOR NO BLACKLISTING

(The Owner(s) are required to print this on their letterhead and sign, stamp before submitting)

In response to the RFP/BID DOCUMENT of EXIM Bank dated _____ for purchase of _____,
Commercial premises, as an Owner/Partner/Director/Authorized
Signatory of _____

I/We hereby declare that presently I/our company/firm _____, at the time of bidding: -

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

Signature:

Seal of Company (if applicable)

BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

Export-Import Bank of India,
Sakar II, 1st Floor, Next to Ellisbridge Shopping Centre,
Ellisbridge P. O., Ahmedabad – 380006.

Dear Sir,

1. In accordance with Invitation to Bid under your Specification No..... M/s..... having its Registered/Head Office at..... (here in after called the 'Bidder') wish to participate in the said Bid or... and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of... valid up to ... on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

2. We, the _____ Bank at _____ (Local address) having our Head office at _____ guarantee and undertake to pay immediately on demand by Export-Import Bank of India, Ahmedabad, the amount of _____ (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to ₹ _____ (in words & figures).

(2) This Bank Guarantee will be valid up to _____; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature).....
(Signature).....
(Name).....
(Name).....
(Official Address).....
(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

UNDERTAKING FOR NOC FROM SOCIETY FOR SALE AND TRANSFER OF OWNERSHIP

I/We _____(Name) or M/s. _____ (Name of the Company/Body/Firm etc.) hereby confirm that I/we are the owner(s) of the Premises as described at _____(Address) and are legally entitled to contract for the sale of subject premises.

I/We, undertake that, we would be providing the necessary No Objection Certificate (NOC) for the sale of the premises within 12 months from the date of issue of LOI.

We, further, undertake that the expenses that would be incurred for obtention of NOC would be borne by us.

Name of the signatory: _____

Place:

Signature of Owner (with seal if applicable) Date: _____

Annexure – ‘XIII’

PRE-BID QUERY FORMAT

(To be emailed on administration@eximbankindia.in)

Sr. No.	RFP Document Page No	RFP Document Clause No.	Existing Clause	Query

PRICE BID FOR
(Excluding Stamp Duty and Registration Charges)

Cost of office space

Sr. No.	Location	Unit No / Nos.	Floor No	Wing / Building no	No of parking	Parking type (covered / open)	Carpet area in Sq. ft. as per RERA definition	Rate in ₹ per Sq. ft	Total Amount (₹) (A)	Other Charges # (B)	Total Amount (A+B)
1	2	3	4	5	6	7	8	9	10 = 8 X 9		
1.											
2.											
3.											

- Other Charges: Maintenance Deposit, Maintenance, Stamp Duty, Registration, GST, AUDA Charges, AEC Charges, GST Payment, Yearly Maintenance Charges and deposit, others etc will be at actuals and will need to be clarified during the process.

Charges like: Pending HL/ TL Charges, Pending Maintenance etc will not be covered.

Note:

- Tenderer shall quote rate and amount excluding registration and stamp duty charges. GST will be extra if applicable. **The rates should be inclusive of Car Parking.**
- The Carpet area that would be finalized after joint measurement would be taken for arriving at effective unit cost.
- The rate per sq.ft. for techno commercial will be worked out by dividing total cost i.e.(A + B) / Total Carpet area offered as per RERA.