

E-TENDER

FOR

**Carpet Cleaning and Shampooing and Marble Polishing at
Export Import Bank of India**

Tender Reference No: EXIM/RFP/2019-20/015

Phone: 022-22172824

Email: administration@eximbankindia.in

**EXPORT - IMPORT BANK OF INDIA
Center One Building, 21st Marble,
World Trade Centre Complex, Cuffe Parade,
Mumbai – 400 005.
Phone : 022-22172824**

TENDER DOCUMENTS FOR	Carpet Cleaning and Shampooing and Marble Polishing at Export Import Bank of India
TENDER DOCUMENT COST(Payable by DD in favor of Export Import Bank of India)	₹2500/-
Last Date for acceptance of Tender Document fee, EMD and Integrity Pact	June 15, 2019, 17.00 Hrs.
EMD Amount (Payable by DD in favor of Export Import Bank of India)	₹ 10,000
Date of Online Notice	May 29, 2019, 17.00 Hrs.
Document Downloading Start Date	May 29, 2019, 17.00 Hrs.
Document Downloading End Date	June 19, 2019 17.00 Hrs.
Last Date and Time For Submission	June 19, 2019 17.00 Hrs.
Opening of Tender	June 20, 2019 14.00 Hrs.
Place of Receipt of Tender	https://eximbankindia tenders.procuretiger.com

VALIDITY OF OFFER: The offer should remain **valid for a period of 6 months** to be reckoned from the last date of submission of offer.

PLACE OF RECEIPT OF TENDER:

<https://eximbankindiatenders.procuretiger.com>

e-Tendering / Electronic Tendering / Web Tendering / Online Tendering is the simulation of the manual tendering process on the internet. i.e., the eligible bidders / tenders can log on to the internet site specified using a unique user name & password and place their Technical & Price bids. The bidders will be trained by M/s e Procurement Technologies Ltd. (Abc Procure) personnel on the methodology of submitting the bids online using a special digital signature/electronic key / password at the date and time specified. The bids placed by the tenderers are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

Minimum requirement:

- 1. Computer/Laptop with internet connection**
- 2. Operating system – Windows XP Service pack -3 / VISTA/ WINDOWS 7**
- 3. Digital certificate -Class II or III, Signing + Encryption, and it should be organizational certificate.**

TENDER NOTICE

Export-Import Bank of India desires to invite tenders from reputed contractors for providing Carpet Cleaning, Shampooing and Marble Polishing at Export Import Bank of India Mumbai.

Vendor registration can be done online by opening Website:

<https://eximbankindiatenders.procuretiger.com>

Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate. For any clarification kindly contact

CONTACT INFORMATION FOR E-TENDER PROCESS

**e-Procurement Technologies Limited,
A- 801 – Wall Street - II,
Opposite Orient Club,
Nr. Gujarat College,
Ellis Bridge, Ahmedabad – 380 006.
Gujarat State, India**

Phone: +91 (79)-40270566/567/579/580/582/590 Fax: +91 (79) 40230847

Email id: support@abcprocure.com

CONTACT INFORMATION FOR TENDER ENQUIRIES

Mr. Uday Shinde
General Manager
Export-Import Bank of India
World Trade Centre, Centre One Building
Cuffe Parade
Mumbai-400 005.

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MANDATORY INFORMATION

Required for Prequalification of the Tenderer

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

Sr.No.	Particulars	Details
1.*	Name of the Company	
2.*	Name of the Proprietor, Partners/Directors	
3.	Office Telephone Nos.	
4.*	Address	
5.	Email Address	
6.*	Year of Establishment	
7.	Registration No. / Date of registration	
8.	Status of firm.(Proprietor/Partnership/Co. etc.)	
9.	Name of Bankers	
10.*	PAN Card No.	
11.*	GST No.	
12*	Tender fee DD Number	

Seal and Signature of the Bidder/s not required since the document is digitally Signed

Date:

Place:

Note:

Please upload scanned copies of the above mentioned documents with sr. nos. marked on it.

TENDER FORM

Uday Shinde
General Manager
Export Import Bank of India
Center One Building, Marble-21
World Trade Center Complex (WTC)
Cuffee Parade, Mumbai-400 005.

Dear Sir,

Ref: Contract for providing Carpet Cleaning, Shampooing and Marble Polishing at Export Import Bank of India, Mumbai

I/we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I/we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I/We agree to pay GST, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

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

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

Yours truly,

Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

Place: Name :

Date: Designation :

Seal :

I E-Tendering Process Compliance Statement

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

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of EXIM Bank indicated in the e-tender document. Bidding process related queries could be addressed to M/s e Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s. e-Procurement Technologies Ltd or of EXIM Bank. However M/s. e-Procurement Technologies Ltd. shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s. e-Procurement Technologies Ltd's responsibility is limited to technical assistance of bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM Bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. EXIM Bank can decide to extend or reschedule or cancel an e-tendering.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

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

Date:

Organization:

Name:

Designation: Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

II Contract Details

1. Scope of the work.

- (i) EXIM Bank's Head Office comprises of 06 Marbles(20th-25th) at World Trade Centre , Cuffe Parade and 01 Marble (8th Marble) at Maker Chamber IV, Nariman Point. It may be advised that the Contractor may visit the site and ascertain the scope of the work and no claim whatsoever be entertained on any account in the future.
- (ii) The Contractor has to execute the Carpet Cleaning/Marble Polishing works on quarterly basis or as when required by the Bank.
- (iii) The Contractor will provide Comprehensive maintenance services of entire area as per the tender document, including supplying materials, consumables, labour, etc. during the tenure of the contract.

(iv) **Area Covered Under Maintenance**

(a)	World Trade Center, (20 th -25 th) Marble	Area Sq. ft.
1	Carpet Area	80,000
2	Polish Area	33,896
(b)	Maker Chamber IV, 8 TH Floor Marble	Area Sq. ft.
1	Carpet Area	10,000

(v) **Billing**

The Area mentioned above is an approximate measurement, the contractor shall submit the invoices for payment on actual areas only.

(vi) **Procedure for execution of the job**

A. For Carpet Cleaning

- (i) Moving all the movable furniture items
- (ii) Vaccuming the Carpeted area thoroughly
- (iii) Spotting-, Removing stains from the Carpet if any by proper stain remover
- (iv) Shampooing of the Carpet using a rotary shampoo machine
- (v) Rubbing the Carpet using suitable brush and followed by setting of Carpet pile.

B. For Marble Polishing

- (i) Cleaning of the Marble using vacuum cleaner
- (ii) Honing of the surface using scrubbing machine
- (iii) Polishing of the Marble using suitable Polish agent
- (iv) Massaging of the marble Marble using pads
- (v) Scrubbing of the surface using Red pads
- (vi) Washing of the surface & vacuuming

2. Eligibility Criteria:

- 2.1. The Contractor should be Mumbai based.
- 2.2. The Contractor should have experience of at least 5 year in providing Carpet Cleaning Shampooing Service and Marble polishing at well establish organizations like All India Financial Institutions, Public Sector Banks / undertakings. Suitable experience certificate should be submitted along with offer. Details of similar work executed during last 5 year may be provided.
- 2.3. The Contractor should have satisfactorily completed one yearly contract for All India Financial Institutions, Public Sector Banks / undertakings during the last 3 year (ending with the last date for receipt of applications).
- 2.4. The Contractor should have average annual Turn-over not less than ₹ 10,00,000 in the last two year.
- 2.5. The Contractor should fulfill all the statutory requirements like GST Registration, PAN Card of Mumbai Region.
- 2.6. It will be the duty of the Contractor to monitor discipline and conduct of their personnel.
- 2.7. All the above criteria will be considered during evaluation of tender documents and will be tabulated in a marking system.
- 2.8. The Tenderers must have the Digital Signature for submissions and for authentications of Technical Bid and subsequently for Price Bid documents.
- 2.9. A sum of ₹ 2500/- should be deposited as Cost of Tender Documents in form of Bank draft of any Bank favoring “Export-Import Bank of India” payable at Mumbai. Tenderer will only be allowed to download the tender documents after receipt of the Cost of the tender documents. Tenderers will be provided with the User ID and Password thereafter by e-Procurement Technologies Pvt. Ltd.
- 2.10. The tenders will be opened at 1400 hrs. on **June 20, 2019** at the above office of Export-Import Bank of India. In case **June 20, 2019**, is Holiday, tender will be opened on next working day at the same time.
- 2.11. The discretion of Bank will be final and binding to all in respect of finalizing parameters on which tenders will be analysed. The proposal will be evaluated on eligibility criteria as mentioned in the tender documents.
- 2.12. The Bank reserves the right to reject any or all the tenders without providing any reason to the tenderers. Canvassing in any form will disqualify the tenderer.
- 2.13. The Bank reserves the right to split the contract into two parts and award the contract to two separated contractors for carpet cleaning and Marble polishing subject to the work experience
- 2.14. The Integrity Pact has to be submitted by the bidder on a Non judicial stamp paper of ₹ 500/- value.
- 2.15. Earnest Money Deposit(EMD):Bidder should pay specified amount towards Earnest Money deposit as follows:
 - (a) ₹ 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft/PO drawn on any Nationalized / Schedule bank in favour of “Export Import Bank of India” Payable at Mumbai
 - (b) EMD will not carry any interest.
 - (c) EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement.

- (d) The Earnest Money Deposit submitted by the bidder may be forfeited if,
- i) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the EXIM BANK,
 - ii) Successful Bidder withdraws his tender or backs out after acceptance,
 - iii) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
 - iv) Bidder violates any of the terms and conditions of the tender,
 - v) Bidder revises any of the items quoted during the validity period,
 - vi) Bidder is found to have indulged in fraudulent practices in the bid submission process.

2.16 MSME are exempted from paying any Earnest Money Deposit (EMD) and Tender Document Fees.

3. GENERAL CONDITIONS OF CONTRACTS (GCC)

1. Downloading Bid document from the website

The Bidder may download Tender Document along with terms and conditions from IFC website www.eximbankindia.in home page by clicking e-tendering portal <http://eximbankindia.in/tenders> in website. Bidder must keep track of any corrigendum and/or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by EXIM BANK.

2. Amendment to Bid documents

At any time prior to the deadline for submission of Bids, EXIM Bank may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment /addendum/corrigendum.

i) The corrigendum/amendment will be issued /published in website <http://eximbankindia.in/tenders> only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

3. Clarification on Bids

- a) To assist in the examination, evaluation and comparison of the technical bids, EXIM BANK may, at its discretion, ask the bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, EXIM BANK reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.
- b) EXIM BANK reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform. In case of any alteration in the technical bid requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount which shall be added to or subtracted from the original price offered for that item. Both the original and the supplementary offer shall be evaluated jointly.

4. Execution of Contract Agreement

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent /work order by EXIM BANK. The Bidder shall submit an unqualified acceptance to the Letter of Intent/Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.100/- within 15 days from the issue of LOI/Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the bidder. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any.

5. Abnormal Rates

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand

6. The contractor shall ensure trouble free and smooth operation of the services at all times. All complaints have to be attended to, in minimum agreed time, as per industry norms/practice, failing which, EXIM Bank will be at liberty to get the work done on its own/another agency.

7. Thorough checking of employees of the contractor during entry/exit would be done by security staff of EXIM Bank.

8. The employee of the contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to EXIM BANK staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.

9. In case of any damage to EXIM BANK's property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to EXIM BANK as may be advised by EXIM BANK. The contractor shall also take full responsibility and compensate EXIM BANK for any loss/damage/break-down caused to the installation due to negligence of his workers.

10. EXIM BANK will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by EXIM BANK in this regard.

11. Bidders are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidder have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., bidder shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarification shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

12. Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in tender document. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Technical bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with EXIM BANK shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification

4. Tender Submission:

4.1. Tender should be submitted in the prescribed format along with attested copies of the documents as stated in the application form. The Bank will consider only such applications that satisfy the eligibility criteria. The last date for uploading of completed application form along with the requisite documents is **June 19, 2019 by 1700 hrs.**

4.2. In evaluating the bids submitted by bidders, the price and the ability to meet delivery requirements, quality of works and / or services, dependability shall normally be considered as a major selection criterion. In this connection, Bank may make necessary inquiries from the contractor's employers or inspect the site at work.

4.3. Bank reserves the right to terminate the contract with one month prior notice and without any financial implications, if services are not found satisfactory.

4.4 Documents to be submitted:

Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.

- (a) Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners.
- (b) An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.
- (c) Proof of Turnover
- (d) Evidence of minimum three year experience in providing services to Govt. organizations, PSU/PSU Banks.

5. Period of contract:

The contract shall remain in force for all purpose for a period of three year subject to review of contract every year, extendable on mutual consent for a further period of one or more year on same terms & conditions.

6. Summary Termination

6.1. In the event of the contractors having been adjudged insolvent or goes into liquidation or winding up their business or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, EXIM BANK

shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

6.2. EXIM BANK shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by EXIM BANK due to the contractor's negligence in the performance of any of the service under the contract.

6.3. Safety of the staff is the sole responsibility of the contractor and the Bank will not be liable for any injury/casualty caused to the personnel of the service provider.

7. Liability of Contractor(s) for losses etc. suffered by Exim Bank

7.1. The contractor(s) shall be liable for all costs, damages, expenses suffered or incurred by EXIM BANK due to the contractor's negligence and the unsatisfactory performance of any service under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to EXIM BANK or in particular to any property or plant belonging to EXIM BANK due to any act whether negligence or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at commercial lending rate on costs/damages/expenses. The decision of EXIM BANK regarding such failure of the contractor(s) and their liability for the losses, etc. suffered by EXIM BANK shall be final and binding on the contractor(s)

7.2. EXIM BANK is entitled to claim for any damages, losses, charges, costs, or expenses suffered or incurred by them due to contractor(s) negligence's and unsatisfactory performance of services under the contract or breach of any terms thereof and adjust the same from the bills of the contractor directly. The total sum claimed shall be deducted from, any sum then due or which at any time hereafter may become due to the contractor(s) under this or any other contract with EXIM BANK. In the event of the sum which may be due from EXIM BANK, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor(s). Should this sum also be not sufficient to cover the full amount claimed by EXIM BANK, the contractor shall pay to EXIM BANK on demand the remaining balance of the aforesaid sum claimed. EXIM BANK will be the sole judge determining after taking into consideration all the relevant circumstance, the quantum value of loss and also in regard to the liability of contractor(s) for such loss the amount to be recovered from them.

7.3. Set-Off

Any sum of money due and payable to the contractor(s) under this contract may be appropriated by EXIM BANK and set off against any claim of EXIM BANK for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with EXIM BANK.

8. Book Examination

The contractor(s) shall, whenever required produce or cause to produce for examination by Exim Bank or any other officer authorized by him on his behalf any cost or other accounts book of accounts, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, verified in such manner as may be required by the statutory authority.

9. Payment

9.1. Payment will be made by Exim Bank on submission of bills

9.2. The contractor should submit all his/their bill by the seventh of following month. Payment of which will be made through RTGS to the bank account of the Contractor only and withholding taxes, if any may be deducted by Exim Bank before making such payment. No advance payment will be made. TDS as applicable will be deducted from the invoice submitted. Contractor may submit the bill (Along with proof of all statutory compliances) after completion of the month but payment will not be released until proof for payment to all personnel deployed at Exim Bank is submitted.

10. Law Governing the Contract/Dispute Resolution

The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of competent jurisdiction. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

11. Duties and Responsibilities of the Contractor

11.1. The contractor shall carry out all items of services assigned or entrusted to him/them by or an officer acting on behalf of Exim Bank and shall abide by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the officer acting on behalf of Exim Bank together with ancillary and incidental duties, service and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The contractor shall always be bound to act with responsible delegacy and in a businesslike manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.

11.2. The contractor shall engage competent, adequate staff to the satisfaction of the Exim Bank or an officer acting on its behalf. The contractor shall be responsible for the good conduct of their employees and shall compensate EXIM BANK for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servant or agents or representatives. Exim Bank shall have the right to ask the dismissal of any employee of contractors who in their opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, staff and agents.

12.0 Tender Opening and evaluation

Opening of Technical Bid

- a) All the offers received will be screened and shortlisted based on the requirement specified and the details submitted by the bidder. All such shortlisted offers will be further evaluated on the qualitative aspects in various parameters as detailed in Technical Bid Evaluation Scoring Sheet. The technical score will be assigned based on above details. The bidders who will score 70 marks and above, on the scale of 100, will only be shortlisted for final consideration. 70% weightage will be given to technical parameter and 30% for financial bid for final scoring. After techno commercial evaluation, whoever secures highest marks will be considered as the successful bidder. The Bank, if needed, will negotiate with the successful bidder.
- b) For reference, the scoring on evaluation of Technical and Price Bids are as follows:

Technical Scoring: 70% weightage is considered in the below formula for final scoring.

$$TS = M \times 0.7$$

Where 'TS' is Technical Score and 'M' IS Marks obtained on technical parameters.

Price Bid Scoring: the Lowest Bidder (L1) will get a maximum score of 30 and marks will be proportionately awarded to other bidder as per the following formula:

$$FS = 30 - \left[\frac{Q-L}{L} \times 30 \right]$$

Where 'FS' is Total Financial Score, 'Q' is Price Quoted by subsequent bidder (i.e. L2, L3 etc.) and 'L' is the Lowest Quoted Price by a L1 bidder.

Final Scoring:

$$S = TS + FS$$

Where 'S' is Final Score, 'TS' is Technical Score and 'FS' is Financial Score.

On the basis of techno commercial evaluation whoever secures highest marks will be considered as the successful bidder.

Opening of Technical Bid

The Technical Bid will be opened on the specified time and date mentioned in the tender document. In the event of the specified date of opening being declared a holiday for the Bank, the Price Bid will be opened at the appointed time and location on the next working day. The date & time will be intimated to qualified bidders. The Financial Bids of only those tenders will be opened which qualify the Technical Bid.

IV Technical Bid Evaluation Criteria

Sr. No.	Criteria Description	Weightage
1	The Contractor should be Mumbai based.	10
2	Contractor should have experience of at least 3 year in providing Carpet Cleaning or Marble polishing services or both to Government Organization/PSU/PSB	20
3	Contractor should have satisfactorily executed minimum of one yearly contract of similar nature, costing not less than ₹ 5,00,000/- during the last three year.	20
4	Contractor / its principal officers / employees to be deployed should have Clearance certificate from Police Department or submit an affidavit to the effect that no criminal investigations / records are pending against it/him in the last 5 year.	15
5	Contractor should have annual turnover of not less than ₹ 10,00,000/- in the last 2 year.	25
6	GST Registration, PAN Card	10
Total Weightage		100
Minimum Weightage required		70

Note: All supporting documents have to be provided by the contractors

V Financial Bid

<u>Sr.No.</u>	<u>Particulars</u>	<u>Rate per sq.ft. (₹)</u>
1	Carpet Cleaning	
2	Marble Polishing	

Note: The quote should be exclusive of all taxes on monthly basis.

Annexure - I

VI Particulars in respect of similar works executed in the last five year

Sr. No.	Name of the work executed with Address	Name & contact details of contact person (for Reference)	Value of the Contract in ₹	Period of Contract	Date of completion

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

I/We understand that EXIM Bank ___ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s _____
who are submitting offer for providing services to EXIM Bank ___ against Tender Specification No. _____ hereby undertake to
comply with the following in line with Information Security Policy of EXIM Bank _____,

- To maintain confidentiality of documents & information which shall be used during the period of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of EXIM Bank

(Signature, date & seal of Authorized
Signatory of the bidder)

CONTRACT AGREEMENT FORMAT

(To be executed on Non-judicial Stamp Paper of Rs.100/-)

This agreement made this day of day of, 2019 between EXIM BANK, a Financial Institution incorporated under the Export Import Bank of India Act, 1982, having its Registered Office at EXIM BANK, Floor 21, Centre One Building, World Trade Centre, Cuffe Parade, Mumbai-400005, (hereinafter referred to as “EXIM BANK”, which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the ONE PART.

AND

M/sName and address of contractor..... (hereinafter referred as “Contractor”) of the SECOND PART which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns) of the SECOND PART.
AND WHEREAS

A. EXIM BANK is desirous of availing the services for(Name of work)..... hereinafter referred to as “(The work)” at its Registered Office at EXIM BANK Marble 21, Centre One Building, World Trade Centre, Cuffe Parade, Mumbai-400 005

B. The Contractor has represented that the Contractor is sufficiently equipped to carry out and possesses extensive experience in the field of (.....Name of work.....) in accordance with the terms and conditions prescribed in this regard;

C. In response to an invitation of NIT/Tender No. dated issued by EXIM BANK for(Name of Work)....., the Contractor submitted his/their offer dated and whereas EXIM BANK relying upon the representation of the Contractor has accepted the offer of the Contractor on the terms and conditions specified in the Letter of Intent No./Award Letter/Work Order No. dated read with the reference cited therein and also the terms and conditions laid down in the NIT issued/ published in the newspapers and mentioned in EXIM BANK website www.eximbankindia.in and or <https://eximbankindiatenders.procuretiger.com>

D. The tender documents including the notice letter, inviting tender, instruction to bidder, General Conditions of Contract, Special Conditions of Contract, corrigendum/addendum if any, Bill of Quantities (BOQ)/Price schedules, General obligation, Specifications, Drawings, Plans, Time schedule of completion of jobs, Acceptance of Letter of Intent/Award letter/Work order and any statement of agreed variations, if any, shall be read as “Mutatis Mutandis” form part of this Contract though separately set out herein and are included in the expression " the Contract" wherever herein used.

NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

1. This Agreement shall come into force with effect from and shall remain in force till
2. That the Contractor shall carry out/ execute the work of (...name of work...) more particularly described in the Tender specifications of NIT-(....name of work....) read with scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of bid by the Contractor which form a part of the Contract.
3. That in consideration of payments to be made to the Contractor by EXIM BANK in accordance with LOI /Work order dated given by EXIM BANK prior to this agreement, the Contractor hereby

covenants and undertakes with EXIM BANK that the contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.

4. That the Contractor shall be deemed to have carefully examined the workload specified in the tender document, this Agreement and the documents submitted/governing the same and also to have satisfied himself as to the nature and character of work to be executed buy him.

5. That the Contractor shall carry out the services of the said work to the complete satisfaction of the officer nominated by EXIM BANK for this purpose.

6. That EXIM BANK shall be entitled to deduct from the Contractor's running bills or otherwise income tax or such other taxes as provided in the Income Tax or law of land.

7. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on EXIM BANK and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to EXIM BANK or Contractor's obligations shall remain unaffected.

8. That the payments made to the Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.

9. That all documents signed/submitted/agreed upon by the Contractor specified in the scope of work, ITB, special/general terms and conditions as per the tender, various declarations submitted as part of the bid, will form part of this Contract.

10. The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.

11. The Contractor shall indemnify and keep indemnified EXIM BANK against all claims, demands, suits and proceedings whatsoever that may be brought or made against EXIM BANK by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which EXIM BANK may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws.

12. The Contract hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.

13. Notwithstanding anything contained herein above, EXIM BANK shall have the right to terminate this Agreement at any time during its currency by giving three months' notice to the Contractor without assigning any reason and EXIM BANK shall be entitled to recover any money becoming due under this Agreement from the Contractor.

14. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the CEO & MD of EXIM BANK and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Mumbai and the courts at Mumbai alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by: _____
For and on behalf of the Contractor or by an
authorized person or holding a valid Power of
Attorney in the presence of

Signed by: _____
for and on behalf of EXIM BANK Ltd. in the
presence of _____

1. Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

2. Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

PRE CONTRACT INTEGRITY PACT (IP Agreement)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ month of 2019, between, on one hand, the President of India acting through Shri Uday Shinde (General Manager), Export-Import Bank of India, Ministry of Finance, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and is represented by Shri _____ (hereinafter called the "Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. **WHEREAS** the **BUYER** proposes to procure (Carpet Cleaning and Shampooing and Marble Polishing at Export Import Bank of India) and the **BIDDER/Seller** is willing to offer/has offered the same and

WHEREAS the **BIDDER(s)** is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the **BUYER** is a General Manager, Export-Import Bank of India, Ministry of Finance performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the **BUYER** to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling **BIDDER(s)** to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the **BUYER** will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER:

1.1 The **BUYER** undertakes that no official of the **BUYER**, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the **BIDDER**, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDER(s) alike, and will provide to all BIDDER(s) the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office to avoid any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is to be reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit himself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that they have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government

3.3 BIDDERS shall disclose the name and address of agents and the representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award

of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third party/ person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Demand Draft or a Bankers' Cheque in favor of M/s. Export –Import Bank of India.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment. No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments; already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

1.) Shri Debabrata Sarkar
Ex-CMD, Union Bank of India
Mayfair Boulevard (Narayan Apartment)
Flat No.701, Main Avenue Road
Santacruz (West)
Mumbai – 400054
Email: dsarkar53@gmail.com
Mobile: 08879684000

2.) Shri S K Goel
Ex-CMD, IIFCL
Villa No.77, Kelisto Town Homes,
Jaypee Wish Town, Sector-128
Noida-202303
Email: subodhgoel22@gmail.com
Mobile: 09650867778

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extended up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDQER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Mr. Uday Shinde

General Manager

Export-Import Bank of India

Ministry of Finance

Witness

1. _____

2. _____

BIDDER

Mr./Ms. _____

Chief Executive Officer/ MD/ Director

Witness

1. _____

2. _____

•Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.